

Hastings Area Public Schools - ISD 200
School Board Meeting Agenda

Wednesday, December 7, 2022
Regular Meeting
Middle School Media Center

- I. **Call Meeting to Order**
 - a. Attendance
- II. **Pledge of Allegiance**
- III. **Motion to approve the agenda/table file**
- IV. **Motion to approve Minutes**
 - a. Minutes from 11.17.22 - Special Board Meeting
 - b. Minutes from 11.22.22 - Regular Board Meeting
 - c. Minutes from 11.30.22 - Special Board Meeting
- V. **Recognition of visitors**
- VI. **Announcements and Recognitions**
- VII. **Listening Session Summary**
- VIII. **Reports and Discussions**
 - a. Superintendent
 - b. World's Best Workforce
 - c. OPEB Presentation
 - d. Truth in Taxation
 - e. ISD 917 Update
 - f. Finance Committee Report
 - g. Policy Committee Report
 - h. Policies
 - i. First Reading
 - 1. 208 Development of Policies
 - ii. Second Reading
 - 1. 417 Chemical Use and Abuse
 - 2. 623 Mandatory Summer School Learning
 - 3. 722 Public Data Requests
- IX. **Action Items**
 - a. Consent Agenda
 - i. Personnel Report
 - ii. Multi-Site Water Cooler Replacement Project
 - iii. Custodial Agreement MOU
 - b. Items for Individual Action
 - i. PERA Irrevocable Trust (Fund 45)
 - ii. Pension/ASL Funds Contribution
 - iii. Replacement Elementary Literacy Resources
 - iv. High School Calendar Adjustment - Testing/Asynchronous Day, March 7, 2023
 - v. Revised Budget
 - vi. 2022 Payable 2023 Levy
 - vii. Paraprofessional Contract
 - viii. Community Education Paraprofessional Contract
 - ix. Policies up for approval
 - x. Requests for Future Topics
- X. **Future Meetings**
- XI. **Adjournment**

**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 Thursday, November 17, 2022, at the Hastings Middle School Media Center.

The meeting was called to order by School Board Chairperson Brian Davis at 4:03 PM.

Those in attendance were: Lisa Hedin, Carrie Tate, Stephanie Malm, and Brian Davis. Those absent were: Becky Beissel and Jessica Dressely. Superintendent McDowell was also present.

After the Pledge of Allegiance, a motion to approve the agenda was made by Carrie Tate and seconded by Stephanie Malm. The vote was: 4 ayes, 0 nays, motion carried unanimously. Jessica Dressely arrived after the vote and was marked present at 4:04 PM.

Member Lisa Hedin moved the adoption of the following resolution:

**RESOLUTION CANVASSING RETURNS OF VOTES OF
SCHOOL DISTRICT SPECIAL ELECTION**

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

1. It is hereby found, determined, and declared that the special election of the voters of this school district held on November 8th, 2022, was in all respects duly and legally called and held.

2. As specified in the attached Abstract and Return of Votes Cast, a total of 33,885 voters of the district voted at said special election on the election to fill the school board vacancy of one school board member whose term will expire on the first Monday in January, 2026 as follows:

Name	Todd Kullmann	-	5,372
Name	Pam Onnen	-	1,519
Name	Mark Zuzek	-	7,584
Write-In			49

3. Mark Zuzek, having received the highest number of votes, has been elected to fill the remaining term beginning immediately after receiving the certificate of election, filing the bond, and taking the oath of office, and expiring on the first Monday in January, 2026.

4. The clerk is hereby directed to certify the results of the election to the county auditor of each county in which the school district is located in whole or in part.

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

Lisa Hedin, Jessica Dressely, Carrie Tate, Stephanie Malm, and Brian Davis

and the following voted against the same:

**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 Tuesday, November 22, 2022, at the Hastings Middle School Media Center.

The meeting was called to order by School Board Chairperson Brian Davis at 6:01 PM.

Those in attendance were: Lisa Hedin, Carrie Tate, Becky Beissel, Jessica Dressely, Stephanie Malm, and Brian Davis. Superintendent McDowell was also present at the meeting.

After the Pledge of Allegiance, a motion to approve the agenda was made by Stephanie Malm and seconded by Lisa Hedin.

After discussion, a motion was made by Carrie Tate to add a closed session to discuss the superintendent's performance. The vote was : 3 ayes and 3 nays with Lisa Hedin, Stephanie Malm, and Brian Davis voting against. Motion did not pass.

With no further discussion, the original motion to approve the agenda as written was carried. The vote was: 4 ayes and 2 nays with Jessica Dressely and Carrie Tate voting against.

A motion to approve the minutes from the October 26, 2022, Regular Board Meeting and the November 9th, Special Board Meeting was made by Stephanie Malm and seconded by Becky Beissel.

A motion to amend the minutes from the October 26th meeting to reflect the motion was incorrectly listed as failed and should be updated to passed was made by Carrie Tate and seconded by Jessica Dressely. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to approve the minutes with the change was made by Becky Beissel and seconded by Lisa Hedin. The vote was unanimous with 6 ayes and 0 nays.

Chairperson Davis took a moment to recognize those attending the meeting in person as well as virtually.

Superintendent McDowell then took a moment to recognize the Hastings High School Tech Ed department including, Dave Davenport, Erik Dietz, and Nathan Neuman on their Program Excellence Award from the MN Technology and Engineering Educators Association.

The Superintendent then presented the board with the State of the District and first of the Strategic Planning updates.

The time was turned over to Jennifer Seubert, who introduced Aaron Nielsen from MMKR to present the Audit Report to the Board.

Jennifer Seubert presented the Board with the Building Construction Fund report.

Superintendent McDowell updated the Board on the Fundraising Report.

Lisa Hedin took time to update the Board on the 917 board retreat as well as an update on the Finance Committee meeting.

Carrie Tate then reviewed the Board Evaluation AdHoc committee. A motion to move the Evaluation tool to an action item was made by Brian Davis and seconded by Jessica Dressely. The vote was: 5 ayes, and 1 nay with Lisa Hedin voting against.

Stephanie Malm then took some time to present the Board with an update from the Policy Committee Meeting.

The Board moved on to a first reading of the following policies: 417 Chemical Use and Abuse, 623 Mandatory Summer School Instruction, and 722 Public Data Requests.

There was a second reading of the following policies: 209 Code of Ethics, 210 Conflict of Interest - School Board Members, 416 Drug and Alcohol Testing, 418 Drug Free Workplace School, 515 Protection and Privacy of Pupil Records, 709 Student Transportation Safety and 721 Uniform Grant.

A third reading was done on policies: 429 Conflict of Interest and 903 Visitors to School District Buildings and Sites.

A motion to move Policy 429 to an Action Item was made by Lisa Hedin and seconded by Stephanie Malm. The motion carried with 5 ayes and 0 nays. Director Beissel was absent from the vote.

A motion to move Policy 903 to an action item was made by Lisa Hedin and seconded by Jessica Dressely. The motion carried with 5 ayes and 0 nays. Director Beissel was absent from the vote.

With no further reports, the Board moved on to the first item of business. A motion to approve the consent agenda was made by Stephanie Malm and seconded by Lisa Hedin. The vote was: 6 ayes, 0 nays. The motion carried unanimously.

A motion was made by Lisa Hedin to approve the 2021-2022 Audit Report and seconded by Stephanie Malm. The motion passed unanimously with the vote being: 6 ayes, and 0 nays.

The following 2022 Polling Places Resolution was introduced by Becky Beissel and moved its adoption:

A RESOLUTION ESTABLISHING COMBINED POLLING PLACES FOR MULTIPLE PRECINCTS AND DESIGNATING HOURS DURING WHICH THE POLLING PLACES WILL REMAIN OPEN FOR VOTING FOR SCHOOL DISTRICT ELECTIONS NOT HELD ON THE DAY OF A STATEWIDE ELECTION.

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

1. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for school district elections are those precincts located within the boundaries of the school district which have been established by the cities or towns located in whole or in part within the school district. The board hereby confirms those precincts and polling places so established by those municipalities.

2. Pursuant to Minnesota Statutes, Section 205A.11, the board may establish a combined polling place for several precincts for school district elections not held on the day of a statewide election. **Each combined polling place must be a polling place that has been designated by a county or municipality.** The following combined polling places are established to serve the precincts specified for all school district special and general elections not held on the same day as a statewide election:

The combined polling places for this election shall be as follows:

COMBINED POLLING PLACE - 1: Hope Lutheran Church
16898 Michael Ave.
Hastings, MN 55033

This combined polling place serves all territory in Independent School District No. 200 located in the City of Hastings, W-1 P-2 and W-1 P-3; Dakota County, Minnesota.

COMBINED POLLING PLACE - 2: Our Saviour's Lutheran Church
400 9th Street West
Hastings, MN 55033

This combined polling place serves all territory in Independent School District No. 200 located in the City of Hastings, W-2 P-1 and W-2 P-2; and Nininger Township, Dakota County, Minnesota.

COMBINED POLLING PLACE - 3: United Methodist Church
615 15th Street West
Hastings, MN 55033

This combined polling place serves all territory in Independent School District No. 200 located in the City of Hastings, W-3 P-1 and W-3 P-2; Dakota County, Minnesota.

COMBINED POLLING PLACE - 4: St. Phillips Lutheran Church
1401 15th Street West
Hastings, MN 55033

This combined polling place serves all territory in Independent School District No. 200 located in the City of Hastings, W-4 P-1 and W-4 P-2; Dakota County, Minnesota.

COMBINED POLLING PLACE - 5: St. John's Lutheran Church
202 8th Street West
Hastings, MN 55033

This combined polling place serves all territory in Independent School District No. 200 located in the cities of Rosemount, P-2, Vermillion, Hampton, Miesville and New Trier; and Marshan, Vermillion, Ravenna, Douglas and Hampton Townships, all in Dakota County, Minnesota; the City of Afton, W-2 P-1, the City of Cottage Grove, P-3 and P-7, the City of Hastings, W-1 P-1 and Denmark Township, all in Washington County, Minnesota, and Welch Township in Goodhue County, Minnesota.

Note: See Section 2.3.2 of the Election Manual regarding changing polling places in the case of an emergency or if the polling place is no longer available.

3. Pursuant to Minnesota Statutes, Section 2015A.09, the polling places will remain open for voting for school district elections not held on the same day as a statewide election between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m.

Note: See Section 3.6 of the Election Manual regarding certain restrictions on voting hours.

4. The clerk is directed to file a certified copy of this resolution with the county auditors of each of the counties in which the school district is located, in whole or in part, within the thirty (30) days after its adoption.
5. As required by Minnesota Statutes, Section 204B.16, Subdivision 1a, the clerk is hereby authorized and directed to give written notice of new polling place locations to each affected household with at least one registered voter in the school district whose school district polling place location has been changed. The notice must be a non-forwardable notice mailed at least twenty-five (25) days before the date of the first election in which it will apply. A notice that is returned as undeliverable must be forwarded immediately to the appropriate county auditor, who shall change the registrant's status to "challenged" in the statewide registration system.

(if a combined polling place is changed, the change must be adopted at least ninety (90) days prior to the first election where it will be used unless that polling place has become unavailable for use.)

The motion for the adoption of the foregoing resolution was duly seconded by **Jessica Dressely**.

On a roll call vote, the following voted in favor: Carrie Tate, Lisa Hedin, Becky Beissel, Jessica Dressely, Stephanie Malm, and Brian Davis.

The following voted against:

WHEREUPON the said resolution was declared duly passed and adopted.

A motion to approve the supervisor contract as written was made by Stephanie Malm and seconded by Lisa Hedin. The vote passed unanimously with 6 ayes and 0 nays.

A motion to approve the unaffiliated staff contract as written was made by Stephanie Malm and seconded by Lisa Hedin. The vote, 6 ayes and 0 nays, carried unanimously.

A motion to approve the tech support contract as written was made by Becky Beissel and seconded by Jessica Dressely. The vote was: 6 ayes and 0 nays, motion carried.

A motion to approve the administrator contract as written was made by Jessica Dressely and seconded by Stephanie Malm. The vote was unanimous with 6 ayes and 0 nays.

A motion to approve the HESA contract as written was made by Lisa Hedin and seconded by Stephanie Malm. The motion carried with 5 ayes, 0 nays and Director Beissel abstained.

A motion to approve the Superintendent contract as written was made by Stephanie Malm and seconded by Lisa Hedin. The motion carried with 4 ayes and 2 nays with Jessica Dressely and Carrie Tate voting against.

A motion to accept the Board Evaluation was made by Stephanie Malm and seconded by Becky Beissel. The vote passed with 5 ayes and 1 nay with Lisa Hedin voting against.

A motion to accept policy 429 as written was made by Lisa Hedin and seconded by Jessica Dressely. The motion passed unanimously with 6 ayes and 0 nays.

A motion was made by Jessica Dressely and seconded by Lisa Hedin to accept policy 903 as written. The vote was unanimous with 6 ayes and 0 nays.

With no further business to discuss, a motion to adjourn the meeting was made by Jessica Dressely and seconded by Carrie Tate. The vote was: 6 ayes, 0 nays, motion carried unanimously. The meeting was adjourned at 8:44 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, November 30, 2022, at the Hastings Middle School Media Center.

The meeting was called to order by School Board Chairperson Brian Davis at 5:30 PM.

The following board members were present: Becky Beissel, Brian Davis, Jessica Dressely, Lisa Hedin, Stephanie Malm, and Carrie Tate. Superintendent McDowell was also present.

After the Pledge of Allegiance, a motion to approve the agenda was made by Stephanie Malm and seconded by Lisa Hedin. The vote was unanimous, and the motion carried with 6 ayes and 0 nays.

The following 2022 Certificate of Special Election Resolution was introduced by Becky Beissel and moved its adoption:

WHEREAS, the board has canvassed the special election to fill a vacancy on the school board member with a term ending on the first Monday of January 2026, which was held on November 8th, 2022.

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

1. The chair and clerk are hereby authorized to execute the certificate of election on behalf of the school board of Independent School District No. 200 to the following candidate:

Mark Zuzek

who has received a sufficiently large number of votes to be elected to fill the vacancy on the board caused by the resignation of a board member whose term will begin immediately after receiving the certificate of election, filing the bond, and taking the oath of office, and expire on the first Monday in January 2026, based on the results of the canvass.

2. The certificate of election shall be in substantially the form attached hereto.

3. After the time for contesting the election has passed and the candidate has filed all campaign financial reports required by Minnesota Statutes, Chapter 211A, the clerk of the school board is hereby directed to deliver a certificate to each person entitled thereto personally or by certified mail.

4. The clerk is hereby directed to enclose with the certificate a form of acceptance of office and oath of office in substantially the form attached hereto.

The motion for the adoption of the foregoing resolution was duly seconded by Lisa Hedin and upon vote being taken thereon

the following voted in favor thereof: Lisa Hedin, Becky Beissel, Brian Davis,

Stephanie Malm

the following abstained: Carrie Tate and Jessica Dressely

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

With no further business to discuss, a motion to adjourn the meeting was made by Stephanie Malm and seconded by Becky Beissel. The vote was: 6 ayes, 0 nays, motion carried unanimously. The meeting was adjourned at 5:37 PM.



MISSION

Our Core Purpose

We Care

We Empower

We Achieve

Students are the heart of all we do

World's Best Workforce Annual Report

School Board Meeting

December 7, 2022



World's Best Workforce

What is World's Best Workforce?

The World's Best Workforce (WBWF) was developed in 2013 ([Minnesota Statutes, section 120B.11](#)) to ensure that school districts and charter schools in Minnesota enhance student achievement through teaching and learning supports. School boards that govern districts and charter schools are required to develop comprehensive, long-term strategic plans that address the following five WBWF goals:

- All children are ready for school.
- All third-graders can read at grade level.
- All racial and economic achievement gaps between students are closed.
- All students are ready for career and college.
- All students graduate from high school.

What is a WBWF strategic plan?

A WBWF strategic plan is a multi-year, detailed document that illustrates how a district or charter school will execute its goals or initiatives concerning the five WBWF goals. The Minnesota Department of Education (MDE) recommends that districts and charter schools develop goals that are specific, measurable, attainable, realistic and timely (SMART).



Achievement and Integration Program





MDE

World's Best Workforce

- All students are ready for school.
- All 3rd graders can read at grade level.
- All racial and economic achievement gaps are closed.
- All students are ready for career and college.
- All students graduate from high school.

Achievement & Integration Plan

MISSION

Our Core Purpose

We Care
We Empower
We Achieve

Students are the heart of all we do

OUR CORE VALUES

Drivers of Our Words and Actions

- 1 Student-Centered** - Students at the heart of our words, actions, and decisions
- 2 Compassion and Respect** - How we treat each other daily
- 3 Agility** - Building capacity and skill to proactively respond to the signs of the times, the conditions, and the needs of oneself and others
- 4 Innovation** - Constantly striving to improve and to creatively address challenges and opportunities
- 5 Voice and Choice** - Expressing one's experiences and pursue one's passions
- 6 Partnership** - Seeking to connect, to engage, to leverage the assets and interests of others to improve our students, schools, and communities
- 7 Empathy** - Aspiring to understand and share the feelings of another

VISION

What We Intend to Create

Hastings Public Schools is The Choice of Families for:

A Caring and Inclusive Culture for All

- Safe, accepting, and respectful schools where individual uniqueness, talents, and interests are nurtured
- One's voice is expressed, heard, and valued
- A united and resilient culture of family and community

That Empowers Students, Families, and Staff

- Opportunities and choices are accessible and diverse
- Community collaborations and connections are abundant, robust, and engaging
- Service and support to school and community is energized, recognized, and celebrated

Focused on Achievement and Engagement in All We Do

- All students and staff realize the depth and breadth of their passions and are supported academically, socially, and emotionally to achieve
- Learning and development as a whole person is energizing, empowering, engaging, and excelling for students and staff

STRATEGIC ANCHORS

Drivers of Our Continuous Improvement

- A. Engaged Learners**
- B. Effective Operations**
- C. Communication and Collaboration**



Who is responsible for WBWF?

Minnesota Department of Education's Role

- Offer support to districts to help implement their WBWF plan in compliance with MN Stat., sect. 120B.11

School District's Role

- Create a WBWF plan to align curriculum and instruction so that students are college and career ready

School Board's Role

- Adopt a long-term, comprehensive strategic plan to support and improve teaching and learning
- Hold annual public meetings to report progress

WBWF Advisory Committee's Role

- Help engage the community in plan development
- Make recommendations on rigorous academic standards and student achievement goals and measures

Community's Role

- Provide input on the plan
- Support the community strategies



All Children Are Ready For School

2021-2022 Goal

Working toward all students being academically ready for kindergarten, we will increase the percentage of students who meet district criteria of identification of 13 upper and lower case and 8 letter sounds upon entering Kindergarten from 47.1% to 50%.

Results

13 upper case: 57%

13 lower case: 48%

8 letter sounds: 43%

All three: 39%



All 3rd Graders Can Read At Grade Level

2021-2022 Goal

Working toward a goal of all 3rd grade students being proficient in reading, increase from 53.6% (2019) to 56% of third graders meeting or exceeding expectations on the MCAs.

Result

2022 proficiency of our 3rd grade students was at 50%, up from 47.5%.



All Racial and Economic Achievement Gaps Between Students Are Closed

2021-2022 Goal

Working toward closing the achievement gap of all of our students, increase from 74.9% (2019) to 77% of all students making medium or high growth as measured by MCAs.

Results

Students maintaining or improving achievement levels:

Math 65.9%

Reading 64.7%



All Students Are Ready For Career and College

2021-2022 Goal

Increase from 93.2% to 95% of Hastings High School seniors who indicate a high level of confidence in their college and career readiness as measured by student survey of Hastings' College and Career Readiness indicators.

Results

The 2022 spring survey indicated that 88.2% of seniors had a high level of confidence in their success.

2021 = 80%



All Students Graduate From High School

2021-2022 Goal

Working toward a goal of all students graduating, maintain or improve the 4 year graduation rate from 94.5%.

Results

2021 Graduation Rate was 95.6% (one-year lag time)



MDE Achievement and Integration

Purpose

The purpose of the Achievement and Integration (A&I) for Minnesota program is to pursue racial and economic integration, increase student achievement, create equitable educational opportunities, and reduce academic disparities based on students' diverse racial, ethnic, and economic backgrounds in Minnesota public schools.

Goals

1. increase racial and economic integration;
2. reduce achievement disparities;
3. increase access to effective and diverse teachers.



Achievement and Integration

Goal 1

Increase the number of students of color and American Indian students who enroll in AP and CIS courses from 18 in 2018-2019 to at least 24 in 2021-2022.

Results

71 students of color and American Indian students enrolled in AP or CIS course for the 2021-2022 school year.

2020-2021 was 35.



Achievement and Integration

Goal 2

Increase the number of high school teachers who have been formally trained in Culturally Relevant Teaching strategies from 2 in 2018-2019 to at least 30 in 2021-2022.

Results

2022 = Total of 41 teachers trained

2021 = 30



Achievement and Integration

Goal 3

On a district-created 5 point Likert scale survey, students will report an increase in their understanding of diversity and intentionally making decisions to be inclusive from the baseline as collected in the Fall of 2019 to an average of 4 by the end of the 2022 school year.

Results

Students reported an average likert survey score of 4.5.

2021 = 4.7.



Achievement and Integration

Goal 4

Increase the 4 year graduation rates of students of poverty by 3% each year.

Results

HHS graduation rate for the 2020-2021 school year was 85.2%, with 6.6% continuing.

2018-2019 89.5%

2019-2020 89.2%



Next Meetings

February 21, 2023

April 18, 2023



World's Best Workforce Annual Report Questions & Comments



Hastings Public Schools ISD #200

Post-Employment Benefit Valuation Report
Under GASB Statement 16
as of July 1, 2022

Plan Year Beginning: July 1, 2022
Plan Year Ending: June 30, 2023



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Actuarial Certification

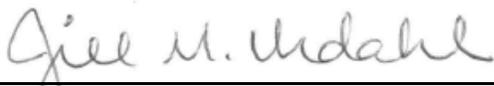
We have prepared an actuarial valuation of the Hastings Public Schools ISD #200 benefits which are related to compensated absences as of July 1, 2022 to enable the plan sponsor to satisfy the accounting requirements under Statements of Governmental Accounting Standards No. 16. The results of the valuation set forth in this report reflect the provisions of the plan communicated to us through July 1, 2022. This report should not be used for other purposes or relied upon by any other person without prior written consent from Hildi Incorporated.

This valuation is based on participant and financial data provided by Hastings Public Schools ISD #200 and is summarized in this report. An audit of the financial and participant data provided was not performed, but we have checked the data for reasonableness as appropriate based on the purpose of the valuation. We have relied on all the information provided, including plan provisions and asset information, as complete and accurate.

All costs, liabilities and other factors under the plan were determined in accordance with generally accepted actuarial principles and procedures using assumptions that we believe reasonably estimate the anticipated experience of the plan. The calculations reported herein are consistent with our understanding of the provisions of GASB 16.

Actuarial computations under Statements of Governmental Accounting Standards are for the purposes of fulfilling employer accounting requirements and trust accounting requirements. Computations for other purposes may differ significantly from the results shown in this report.

We are available to answer any questions on this material, or to provide explanations or further details, as may be appropriate. The undersigned credentialed actuaries meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained in this report.



Jill M. Urdahl, FSA



Noel D. Johnson, FSA

Hildi Incorporated, A Division of USI Consulting Group
8000 Norman Center Drive, Suite 400
Bloomington, MN 55437
P 952.934.5554

Report finished in November 2022

Executive Summary

This report has been prepared for Hastings Public Schools ISD #200 to assist in complying with the reporting and disclosure requirements under GASB Statement 16.

Summary of Results

	July 1, 2022
1. Liabilities	
a. Present Value of Benefits	\$ 860,035
b. Accrued Liability	703,173
c. Normal Cost	23,798
d. Estimated Benefit Payments	232,806
e. Valuation Salary	3,069,609
2. Estimated Liability One Year Later	517,408
3. Key Assumptions	
a. Discount Rate	3.80%
b. Salary Increases	Service graded table

Present Value of Benefits: This is the estimated amount of money on the valuation date that would be sufficient to provide all expected future payments from the plan (including future service and pay increases for all employees).

Accrued Liability: The accrued liability is the portion of the present value of benefits earned as of the valuation date reflecting service as of that date. Under GASB 16 accrual accounting, this is the estimated amount that should be reflected on the books.

Normal Cost: The normal cost is the portion of the present value of benefits expected to be earned in the upcoming year.

Expected Benefit Payments: This reflects the estimated cash outlay for the upcoming year based on the plan's assumptions.

Valuation Model

The actuarial liabilities shown in this report are determined using software purchased from an outside vendor which was developed for this purpose. Certain information is entered into this model in order to generate the liabilities specific to your benefit plan. These inputs include economic and non-economic assumptions, plan provisions and census information. We rely on the coding within the software to value the liabilities using the actuarial methods and assumptions selected. Both the input to and the output from the model is checked for accuracy and reviewed for reasonableness.

A range of results, different from those presented in this report, could be considered reasonable. The numbers are not rounded, but this is for convenience and should not imply precision. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements; and changes in plan provisions or applicable law. Due to the limited scope of this assignment, we did not perform an analysis of the potential range of such future measurements.

Comparison to Previous Results

The last valuation completed for Hastings Public Schools ISD #200 was as of July 1, 2020. Below is a rough summary showing estimated reasons for changes in the accrued liability.

Comparison to Previous Results	July 1, 2022
1. Changes in Accrued Liability	
a. Expected Accrued Liability	\$ 619,178
b. Liability (Gain) / Loss	124,402
c. Assumption Changes	(40,407)
d. Plan Changes	0
e. Total Accrued Liability	<u>703,173</u>
2. Normal Cost	23,798
3. Discount Rate	3.80%

Other

Since the last actuarial valuation as of July 1, 2020, the following actuarial assumptions have changed:

- The mortality tables were updated from the Pub-2010 Public Retirement Plans Headcount-Weighted Mortality tables (General, Teachers) with MP-2019 Generational Improvement Scale to the Pub-2010 Public Retirement Plans Headcount-Weighted Mortality tables (General, Teachers) with MP-2021 Generational Improvement Scale.
- The salary increase rates for non-teachers were updated to reflect the latest experience study.
- The withdrawal rates were updated to reflect the latest experience study.
- The discount rate was changed from 2.40% to 3.80%.

Since the last actuarial valuation as of July 1, 2020, the following plan provisions have changed:

- The sick leave accrual rate for the Health Services Coordinator was updated from 9 days to 15 days per year. This plan change did not impact the liability since the Health Services Coordinator was already at the maximum sick leave allowance.

Liability Details

Projected Benefit Payments

The Projected Benefit Payments are based on the assumptions, plan provisions, and participant data as of July 1, 2022. The Projected Benefit Payments are prepared on a closed group basis (i.e. no new entrants.)

Year Beginning July 1 and Ending June 30 of the Following Year	Total Projected Net Benefit Payments
2022	\$232,806
2023	92,307
2024	94,081
2025	64,354
2026	76,371
2027	45,101
2028	43,952
2029	74,828
2030	23,004
2031	42,414
2032	52,817
2033	24,669
2034	18,561
2035	16,445
2036 - 2040	151,133
2041 - 2045	4,743
2046 - 2050	6,715
2051 - 2055	6,804
2056 - 2060	0

Results by Contract Group

July 1, 2022

	Fund Group 1	Fund Group 2	Fund Group 4	Total
Counts				
Active	49	14	4	67
Retiree	<u>4</u>	<u>2</u>	<u>1</u>	<u>7</u>
Total	53	16	5	74
Present Value of Future Benefits				
Active	\$ 624,285	\$ 59,928	\$ 54,571	\$ 738,784
Retiree	<u>107,937</u>	<u>8,405</u>	<u>4,909</u>	<u>121,251</u>
Total	732,222	68,333	59,480	860,035
Accrued Liability				
Active	480,158	50,278	51,486	581,922
Retiree	<u>107,937</u>	<u>8,405</u>	<u>4,909</u>	<u>121,251</u>
Total	588,095	58,683	56,395	703,173
Normal Cost	20,490	2,054	1,254	23,798
Expected Benefit Payments				
Active (expected to retire)	97,055	5,345	13,541	115,941
Retiree	<u>103,301</u>	<u>8,563</u>	<u>5,001</u>	<u>116,865</u>
Total	200,356	13,908	18,542	232,806

Other Information

Plan Participants

Plan Participants	July 1, 2022	July 1, 2020
1. Participant Counts		
a. Actives	67	87
b. Retirees receiving payments	<u>7</u>	<u>15</u>
c. Total participants	74	102
2. Active participant statistics		
a. Average age	59.2	58.5
b. Average hire service	22.7	21.1
c. Total expected pay for year	\$ 3,069,609	\$ 3,934,950

Active Participants Age/Service Grid

Attained Age	Years of Service																Total					
	Under 1		1 to 4		5 to 9		10 to 14		15 to 19		20 to 24		25 to 29		30 to 34		35 to 39		40 & up		No.	Avg. Comp
	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp
Under 25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25 to 29	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30 to 34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
35 to 39	0	0	0	0	0	0	0	0	1	65,730	0	0	0	0	0	0	0	0	0	0	1	65,730
40 to 44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45 to 49	0	0	0	0	1	137,892	2	25,048	0	0	1	84,838	0	0	0	0	0	0	0	0	4	68,207
50 to 54	0	0	1	180,000	0	0	1	20,710	1	25,048	4	53,013	1	84,838	1	40,253	0	0	0	0	9	62,544
55 to 59	0	0	0	0	0	0	3	26,906	5	37,860	5	44,325	4	57,315	1	71,599	0	0	0	0	18	44,028
60 to 64	0	0	0	0	0	0	1	45,852	6	44,035	8	37,504	6	35,171	3	37,933	2	56,782	1	62,744	27	41,157
65 to 69	0	0	0	0	0	0	1	10,003	3	28,352	2	25,618	1	26,189	0	0	0	0	1	91,932	8	33,052
70 & up	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	1	180,000	1	137,892	8	25,923	16	39,334	20	43,489	12	45,943	5	45,130	2	56,782	2	77,338	67	45,815

The average compensation shown in each cell represents the average for the number of active participants in that cell.

Methods and Assumptions

Methods	
Census Data Date	July 1, 2022
Valuation Date / Measurement Date	July 1, 2022
Actuarial Cost Method	Projected unit credit
Actuarial Assets	None

Economic Assumptions	
Discount Rate	3.80%
Inflation Rate	2.50%
Salary Increases*	Service graded table, see sample rates

Other Assumptions	
Mortality*	Pub-2010 Public Retirement Plans Headcount-Weighted Mortality tables (General, Teachers) with MP-2021 Generational Improvement Scale
Disability	None
Withdrawal	See sample rates
Retirement	See sample rates
Expenses	Assumed paid outside of plan
Future Unused Sick Leave and Vacation Days	Applicable Employees are assumed to carryover 50% of the maximum number of days accrued each year.

*Teacher rates are being applied to Principals and the Superintendent in addition to the Teachers.

Analysis of Prescribed Assumptions

None.

Analysis of Non-Prescribed Assumptions

Unless otherwise specified below, all non-prescribed assumptions have been determined with input from the actuary, even though the plan sponsor may be ultimately responsible for selecting the assumption.

Economic Assumption	Rationale
All Economic Assumptions	Economic assumptions are based on input from a variety of published sources of historical and projected future financial data. Each assumption was reviewed for reasonableness with the source information as well as for consistency with the other economic assumptions.
Discount rate	Since the plan is not funded (has no assets), the discount rate was developed by estimating the long-term investment yield on the employer funds that will be used to pay benefits as they come due.
Salary Increases	The salary scales used to value GASB 16 liabilities are similar to the tables used to value pension liabilities for Minnesota school district employees. The rates for teachers, principals and the superintendent are based on the Teacher Retirement Association of Minnesota actuarial experience study for the period July 1, 2014 through June 30, 2018 and a study of economic assumptions dated November 2017. The rates for other employees are based on the Public Employees Retirement Association of Minnesota most recent four-year experience study for the General Employees Plan completed in 2019 and a review of the inflation assumption.
Inflation	The long-term inflation assumption has been chosen based on a review of historical changes in the Consumer Price Index (CPI.) Published projections of future inflation rates were also considered.
Mortality	The rates used are recent tables developed and recommended by the Society of Actuaries.
Retirement & Withdrawal	The retirement and withdrawal assumptions used to value GASB 16 liabilities are similar to those used to value pension liabilities for Minnesota school district employees. The rates are based on the Teacher Retirement Association of Minnesota actuarial experience study for the period July 1, 2014 through June 30, 2018.
Disability	Plan disability benefits are of similar value to other plan benefits. Therefore, disability incidence is presumed to be included in retirement and withdrawal incidence.
Future Unused Sick Leave and Vacation Days	The future unused sick leave and vacation days assumption reflect past, current, and expected future expectations. These amounts are adjusted to reflect population changes and differences in actual versus expected liabilities.

Changes since prior valuation:

- The mortality tables were updated from the Pub-2010 Public Retirement Plans Headcount-Weighted Mortality tables (General, Teachers) with MP-2019 Generational Improvement Scale to the Pub-2010 Public Retirement Plans Headcount-Weighted Mortality tables (General, Teachers) with MP-2021 Generational Improvement Scale.
- The salary increase rates for non-teachers were updated to reflect the latest experience study.
- The withdrawal rates were updated to reflect the latest experience study.
- The discount rate was changed from 2.40% to 3.80%.

«Client_Name»

Sample Withdrawal and Retirement Rates

Years of Service	Withdrawal % for Males	Withdrawal % for Females
0	32.00%	29.00%
1	14.00%	12.00%
2	10.00%	10.00%
3	7.50%	8.00%
4	5.75%	6.50%
5	5.00%	5.25%
6	4.60%	4.00%
7	4.10%	3.50%
8	2.80%	3.00%
9	2.30%	2.50%
10	2.00%	2.10%
15	1.10%	1.10%
20	0.60%	0.60%
25-30	0.50%	0.50%
31+	0.00%	0.00%

Attained Age	Retirement % Rule of 90	Retirement % Not Rule of 90
55	35%	5%
56	35%	5%
57	35%	5%
58	35%	5%
59	35%	5%
60	35%	10%
61	35%	10%
62	35%	25%
63	35%	10%
64	35%	10%
65+	100%	100%

Salary Increase Rates

Years of Service	Teacher Salary Increase	Others Salary Increase
1	8.85%	10.25%
2	7.10%	7.25%
3	6.60%	6.00%
4	6.35%	5.50%
5	6.35%	5.00%
6	6.20%	4.70%
7	6.05%	4.50%
8	5.90%	4.40%
9	5.75%	4.30%
10	5.60%	4.20%
11	5.35%	4.00%
12	5.10%	3.90%
13	4.85%	3.80%
14	4.60%	3.70%

Years of Service	Teacher Salary Increase	Others Salary Increase
15	4.35%	3.65%
16	4.10%	3.60%
17	3.85%	3.50%
18	3.65%	3.40%
19	3.55%	3.40%
20	3.45%	3.40%
21	3.35%	3.30%
22	3.25%	3.30%
23	3.15%	3.30%
24	3.05%	3.20%
25	2.95%	3.20%
26	2.85%	3.10%
27 or more	2.85%	3.00%

Summary of Plan Provisions

Following is a summary of the plan provisions based on the most recent contracts/statements provided to us. This summary should not be used in determining benefits.

Contract Group	Technology Support, Secretaries (HESA), and Select Administrative Assistants	Paraprofessionals, Custodians, and Grounds Supervisor	Community Education Paraprofessionals	Food Service and Health Services Coordinator	Community Education Coordinators	Teachers and Community Education Licensed Coordinator	Principals	Superintendent	All Others
Source of Plan Provision Information	Contracts effective July 1, 2020	Contracts effective July 1, 2020	Contract effective July 1, 2020	Contracts effective July 1, 2020	Contract effective July 1, 2020	Contracts effective July 1, 2021	Contract effective July 1, 2020	Contract effective July 1, 2020	Varies by contract
Eligibility									
Age	55	55	55	55 (age 50 for Health Services)	55	55	50	NA	NA
Service	12	12	12	12	15 (or 30 years of service with no age limit)	15 (or 30 years of service with no age limit)	10	NA	NA
Benefit	Hired before July 1, 2008 and not electing the Matching Contribution Program or grandfathered because previously in contract: Minimum (unused sick leave, 100 days) x daily rate of pay, capped at 2008-2009 hourly rate per grade (\$15.87 to \$21.38 Secretaries, \$17.41 to \$23.63 Others) Sick leave accrues at 12 days per year up to 180 days (FT)	Hired before July 1, 2008 and not electing the Matching Contribution Program: Minimum (50% unused sick leave, 60 days) x daily rate of pay, capped at 2008-2009 hourly rate per grade (\$17.41 to \$23.63 Custodians, \$14.44 to \$26.29 Paraprofessionals, \$26.69 Grounds Supervisor) Sick leave accrues at 12 days (9 days Paraprofessionals) per year up to 150 days (FT)	Hired before July 1, 2008 and not electing the Matching Contribution Program: Minimum (75% unused sick leave, 60 days) x daily rate of pay, capped at 2008-2009 hourly rate per grade (\$14.44 to \$21.38) Sick leave accrues at 9 days per year up to 150 days	Hired before July 1, 2008 and not electing the Matching Contribution Program: Minimum (60% unused sick leave, 72 days) x daily rate of pay, capped at 2008-2009 hourly rate per grade (\$13.19 to \$23.63 Food Service and \$23.63 to \$29.10 Health Services) Sick leave accrues at 9 days (15 days for Health Services Coordinator) per year up to 150 days	Hired before January 1, 2000 and not electing the Matching Contribution Program: Unused sick leave x daily rate of pay, capped at 2008-2009 hourly rate per grade (\$29.10 to \$32.44) Sick leave accrues at 10-12 days per year	Hired before January 1, 2000 and not electing the Matching Contribution Program: Minimum (unused sick leave, 124 days) x daily rate of pay, capped at 2008-2009 salary level Sick leave accrues at 15 days per year	Hired on or before August 1, 2012: Minimum (unused sick leave, 152 days) x daily rate of pay, capped at the 2015-2016 rate Sick leave accrues at 15 per year	Minimum (unused sick leave, 135 days) x daily rate of pay Sick leave accrues at 15 per year	None
Matching Contribution	NA	NA	NA	NA	NA	NA	NA	NA	NA
Limitation on Total Benefit	100 days at 2008-2009 rate	60 days at 2008-2009 rate	60 days at 2008-2009 rate	72 days at 2008-2009 rate	Combined maximum with GASB 73 benefits of Annual Salary	124 days at 2008-2009 salary level	152 days at 2015-2016 rate	135 days	NA
Form of Payment	Two equal annual installments to 403(b)	Lump sum to HCSP for Paraprofessionals and and two equal annual installments as cash for Others	Two equal annual installments as cash	Varied percentage paid as a lump sum to a HCSP with remaining amount paid to 403(b) or cash in two equal annual installments	Two equal annual installments to HCSP	Lump sum paid to HCSP	Lump sum paid to HCSP	Lump sum	None

Changes since prior valuation: The sick leave accrual rate for the Health Services Coordinator was updated from 9 days to 15 days per year.

Hastings Public Schools ISD #200

Actuarial Valuation Report
Pension-Related Benefits
Under GASB Statement 73

Valuation Date: July 1, 2022

Measurement Date: June 30, 2023

Fiscal Year Beginning: July 1, 2022

Fiscal Year Ending: June 30, 2023



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Actuarial Certification

We have prepared an actuarial valuation of the pension-related retirement benefits for Hastings Public Schools ISD #200 as of July 1, 2022 to enable the plan sponsor to satisfy the accounting requirements under Statements of Governmental Accounting Standards No. 73. The results of the valuation set forth in this report reflect the provisions of the plan communicated to us through July 1, 2022. This report should not be used for other purposes or relied upon by any other person without prior written consent from Hildi Incorporated.

This valuation is based on participant and financial data provided by Hastings Public Schools ISD #200 and is summarized in this report. An audit of the financial and participant data provided was not performed, but we have checked the data for reasonableness as appropriate based on the purpose of the valuation. We have relied on all the information provided, including plan provisions and asset information, as complete and accurate.

All costs, liabilities and other factors under the plan were determined in accordance with generally accepted actuarial principles and procedures using assumptions that we believe reasonably estimate the anticipated experience of the plan. The calculations reported herein are consistent with our understanding of the provisions of GASB Statement 73.

Actuarial computations under Statements of Governmental Accounting Standards are for the purposes of fulfilling employer accounting requirements and trust accounting requirements. Computations for other purposes may differ significantly from the results shown in this report.

We are available to answer any questions on this material, or to provide explanations or further details, as may be appropriate. The undersigned credentialed actuaries meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained in this report.



Jill M. Urdahl, FSA



Noel D. Johnson, FSA

Hildi Incorporated, A Division of USI Consulting Group
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P 952.934.5554

Report finished in December 2022

Executive Summary

This report has been prepared for Hastings Public Schools ISD #200, for the fiscal year ending June 30, 2023, to assist in complying with the reporting and disclosure requirements under GASB Statement 73.

Summary of Results

The results below reflect an initial implementation date under GASB 73 for the fiscal year ending June 30, 2017. The discount rate is based on the estimated yield of 20-Year AA-rated municipal bonds. The overall single discount rate is 3.80%.

GASB Accounting Summary		
1. Estimated Liabilities as of 06/30/2023		
a. Total Pension Liability (TPL)	\$	160,081
b. Valuation Salary		1,437,009
c. TPL as % of Payroll, a. / b.		11%
2. Estimated Annual Costs for the Year Beginning 07/01/2022		
a. Pay-as-you-go Cost (PAYGO)	\$	35,841
b. Pension Expense Under GASB 73		24,514
3. Discount Rate		3.80%

Valuation Model

The actuarial liabilities shown in this report are determined using software purchased from an outside vendor which was developed for this purpose. Certain information is entered into this model in order to generate the liabilities specific to your benefit plan. These inputs include economic and non-economic assumptions, plan provisions and census information. We rely on the coding within the software to value the liabilities using the actuarial methods and assumptions selected. Both the input to and the output from the model is checked for accuracy and reviewed for reasonableness.

A range of results, different from those presented in this report, could be considered reasonable. The numbers are not rounded, but this is for convenience and should not imply precision. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements; and changes in plan provisions or applicable law. Due to the limited scope of this assignment, we did not perform an analysis of the potential range of such future measurements.

Key Dates

The results presented in this report are based on a July 1, 2022 valuation date. GASB 73 allows the use of a valuation date that is up to 30 months and one day prior to the most recent fiscal year end.

Valuation Date	July 1, 2022
Measurement Date	June 30, 2023
Reporting Date	June 30, 2023

Events & Decisions

Plan Experience:

- There was a liability gain of \$9,218 due to updated census data.

Plan Changes: None.

Assumption Changes:

- The mortality tables were updated from the Pub-2010 Public Retirement Plans Headcount-Weighted Mortality Tables (General, Teachers) with MP-2019 Generational Improvement Scale to the Pub-2010 Public Retirement Plans Headcount-Weighted Mortality Tables (General, Teachers) with MP-2021 Generational Improvement Scale.
- The salary increase rates for non-teachers were updated to reflect the latest experience study.
- The withdrawal rates were updated to reflect the latest experience study.
- These changes increased the liability \$164.

Method Changes: None.

Plan and Employer Accounting

Reconciliation of Changes in Total Pension Liability

Below is an estimated reconciliation of the Total Pension Liability for the fiscal year ending June 30, 2023. **The Total Pension Liability will need to be updated with final balances as of June 30, 2023, including any changes in assumptions, plan provisions, benefit payments or gains/losses. Please contact Hildi Inc. when preparing your disclosures at June 30, 2023.**

Fiscal Year Ending	June 30, 2023
1. Measurement Year	June 30, 2022 to June 30, 2023
2. Used for Reporting Date	June 30, 2023
3. Total Pension Liability (TPL) -- Beginning of Measurement Year	\$ 191,943
a. Service Cost	6,179
b. Interest Cost	6,854
c. Assumption Changes	164
d. Plan Changes	0
e. Differences between Expected and Actual Experience	(9,218)
f. Estimated Benefit Payments	(35,841)
g. Other Changes	0
h. Net Change in Total Pension Liability	(31,862)
4. Estimated Total Pension Liability (TPL) -- End of Measurement Year	\$ 160,081
5. Covered Employee Payroll	1,437,009
6. TPL as % of Payroll	11%

Total Pension Liability Sensitivity to Changes in Assumptions

Measurement Date	6/30/2023
1. Selected Discount Rate: 3.80%	\$ 160,081
a. 1% Decrease in Discount Rate	162,647
b. 1% Increase in Discount Rate	157,511

GASB 73 Pension Expense

Below is the **estimated** Pension Expense for the fiscal year ending June 30, 2023. **The Pension Expense may need to be updated with final liabilities as of June 30, 2023, including any assumption changes, plan changes, contributions, and gains/losses. Please contact Hildi Inc. when preparing your disclosures at June 30, 2023.**

Fiscal Year Ending	June 30, 2023
1. Components of Pension Expense	
a. Service Cost	\$ 6,179
b. Interest Cost	6,854
c. Liability Gain or Loss	13,268
d. Assumption Changes	(1,787)
e. Projected Investment Return	0
f. Investment Gain or Loss	N/A
g. Administrative Expenses	0
h. Plan Changes	<u>0</u>
i. Total	24,514
2. Deferred Outflows of Resources	
a. Liability Losses	\$ 0
b. Assumption Changes	123
c. Investment Losses	N/A
d. Employer Contributions	<u>N/A</u>
e. Total	123
3. Deferred Inflows of Resources	
a. Liability Gains	\$ 6,913
b. Assumption Changes	1,127
c. Investment Gains	<u>N/A</u>
d. Total	8,040
4. Future Recognition of Deferred Flows in Pension Expense (Fiscal Years Ending)	
a. June 30, 2023	N/A
b. June 30, 2024	\$ (3,391)
c. June 30, 2025	(2,264)
d. June 30, 2026	(2,262)
e. June 30, 2027	0
f. June 30, 2028	0
g. Thereafter	0

GASB 73 Amortization Schedule

Outstanding amortization bases for Deferred (Inflows) and Outflows of Resources as of the employer fiscal year-end:

Date Established	Type	Original Amount	Original Years	Amortization Amount	Remaining Amount as of 06/30/2023	Remaining Years as of 06/30/2023
7/1/2020	Liability (Gain)/Loss	46,723	3	15,573	0	0
7/1/2020	Assumption Change	(2,103)	3	(701)	0	0
7/1/2021	Assumption Change	(3,381)	3	(1,127)	(1,127)	1
7/1/2022	Liability (Gain)/Loss	(9,218)	4	(2,305)	(6,913)	3
7/1/2022	Assumption Change	164	4	41	123	3

Required Supplementary Information

Below is a schedule of changes in the Net Pension Liability and related ratios for the two most recent fiscal years. Public entities are required to show 10 years of information, or as many years as available until a full 10-year trend is compiled.

Fiscal Year Ending	June 30, 2023	June 30, 2022
1. Measurement Year	June 30, 2022 to June 30, 2023	June 30, 2021 to June 30, 2022
2. Used for Reporting Date	June 30, 2023	June 30, 2022
3. Total Pension Liability (TPL) -- Beginning of Measurement Year	\$ 191,943	\$ 227,748
a. Service Cost	6,179	8,790
b. Interest Cost	6,854	4,275
c. Assumption Changes	164	(3,381)
d. Plan Changes	0	20,794
e. Differences between Expected and Actual Experience	(9,218)	0
f. Estimated Benefit Payments	(35,841)	(66,283)
g. Other Changes	0	0
h. Net Change in Total Pension Liability	(31,862)	(35,805)
4. Estimated Total Pension Liability (TPL) -- End of Measurement Year	\$ 160,081	\$ 191,943
5. Covered Employee Payroll	1,437,009	1,930,732
6. TPL as % of Payroll	11%	10%

Notes to Schedule

Benefit Changes

- For the fiscal year ending June 30, 2022:
 - The Principals' percentage of the 80 days of pay severance benefit paid to 403(b) increased from 50% to 100% for all participants. Therefore, these benefits are completely accounted for under GASB 73.
- For the fiscal year ending June 30, 2023: None.

Assumption Changes

- For the fiscal year ending June 30, 2022:
 - The discount rate was changed from 2.10% to 3.80%.
- For the fiscal year ending June 30, 2023:
 - The mortality tables, salary increase rates for non-teachers, and withdrawal rates were updated.

Projected Benefit Payments

The Projected Benefit Payments are based on the assumptions, plan provisions, and participant data as of July 1, 2022. The Projected Benefit Payments are prepared on a closed group basis (i.e. no new entrants).

Year Beginning July 1 and Ending June 30 of the Following Year	Expected Payments
2022	\$ 35,841
2023	48,296
2024	51,274
2025	32,892
2026	14,822
2027 - 2031	31,093
2032 - 2036	7,862
2037 - 2041	353
2042 - 2046	1,860
2047 - 2051	4,645
2052 - 2056	1,605
2057 - 2061	0
2062 - 2066	0
2067 - 2071	0
2072 - 2076	0
2077 - 2081	0

Note: The payment projections are estimates. When preparing fiscal year-end disclosures, the actual benefit payments that were made for the fiscal year from Hastings Public Schools ISD #200 should be used. **Please contact Hildi Inc. when preparing your fiscal year-end disclosures.**

Plan Liabilities

GASB 73 Liabilities

The following table compares the liabilities calculated as of the current and prior valuation date.

Liabilities at Valuation Date		
1. Valuation Date	July 1, 2022	July 1, 2020
2. Discount rate	3.80%	3.80%
3. Salary scale	Service graded table	Service graded table
4. Present value of benefits	\$ 201,472	\$ 351,255
5. Accrued liability (Total Pension Liability)		
a. Actives	161,973	225,546
b. Retirees and beneficiaries	<u>21,247</u>	<u>94,075</u>
c. Total	183,220	319,621
6. Service Cost	6,179	8,534
7. Estimated net benefit payments		
a. Actives (from expected retirements)	17,528	37,754
b. Retirees and beneficiaries	<u>18,313</u>	<u>88,021</u>
c. Total	35,841	125,775

Results by Contract Group

July 1, 2022

	Fund Group 1	Fund Group 2	Fund Group 4	Total
Counts				
Active	18	14	3	35
Retiree	<u>3</u>	<u>2</u>	<u>1</u>	<u>6</u>
Total	21	16	4	41
Present Value of Future Benefits				
Active	\$ 156,964	\$ 11,874	\$ 11,387	\$ 180,225
Retiree	<u>13,204</u>	<u>4,625</u>	<u>3,418</u>	<u>21,247</u>
Total	170,168	16,499	14,805	201,472
Total Pension Liability				
Active	141,737	9,947	10,289	161,973
Retiree	<u>13,204</u>	<u>4,625</u>	<u>3,418</u>	<u>21,247</u>
Total	154,941	14,572	13,707	183,220
Service Cost	5,371	384	424	6,179
Expected Benefit Payments				
Active (expected to retire)	15,833	471	1,224	17,528
Retiree	<u>10,119</u>	<u>4,712</u>	<u>3,482</u>	<u>18,313</u>
Total	25,952	5,183	4,706	35,841

Plan Assets

None.

Other Information

Plan Participants

	July 1, 2022	July 1, 2020
1. Participant counts		
a. Actives	35	46
b. Retirees receiving payments	6	14
c. Spouses receiving payments	<u>0</u>	<u>0</u>
d. Total participants	41	60
2. Active participant statistics		
a. Average age	59.7	59.6
b. Average hire service	22.7	20.9
c. Total expected pay for year	\$ 1,395,154	\$ 1,819,900
3. Retirees (excludes spouse)		
a. Average age: Pre-65	64.3	62.0
b. Average age: Post-65	74.9	68.1
4. Number of retirees by age		
a. Under 50	0	0
b. 50 to 54	0	0
c. 55 to 59	0	2
d. 60 to 64	3	7
e. 65+	<u>3</u>	<u>5</u>
f. Total	6	14

Active Participants Age/Service Grid

July 1, 2022

Years of Service																						
	Under 1		1 to 4		5 to 9		10 to 14		15 to 19		20 to 24		25 to 29		30 to 34		35 to 39		40 & up		Total	
Attained Age	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp
Under 25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25 to 29	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30 to 34	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
35 to 39	0	0	0	0	0	0	0	0	1	65,730	0	0	0	0	0	0	0	0	0	0	1	65,730
40 to 44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
45 to 49	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
50 to 54	0	0	0	0	0	0	1	20,710	0	0	2	29,938	0	0	1	40,253	0	0	0	0	4	30,210
55 to 59	0	0	0	0	0	0	2	27,835	4	39,560	3	37,247	1	32,306	1	71,599	0	0	0	0	11	39,050
60 to 64	0	0	0	0	0	0	1	45,852	4	39,190	6	41,156	2	51,512	2	43,235	1	32,282	1	62,744	17	43,180
65 to 69	0	0	0	0	0	0	1	10,003	1	34,960	0	0	0	0	0	0	0	0	0	0	2	22,482
70 & up	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	5	26,447	10	41,569	11	38,050	3	45,110	4	49,581	1	32,282	1	62,744	35	39,862

The average compensation shown in each cell represents the average for the number of active participants in that cell.

Methods and Assumptions

Summary of Methods	
Valuation/Census Data Date	July 1, 2022
Measurement Date	June 30, 2023
Actuarial Cost Method	Entry Age, level percentage of pay
Actuarial Assets	None
Amortization of Deferred Resource Flows	Average of expected remaining service on a closed basis for differences between expected and actual experience and assumption changes.
Economic Assumptions	
Discount Rate	3.80%
20-Year Municipal Bond Yield	3.80%
Inflation Rate	2.50%
Salary Increases*	Service graded table, see sample rates
Other Assumptions	
Mortality*	Pub-2010 Public Retirement Plans Headcount-Weighted Mortality Tables (General, Teachers) with MP-2021 Generational Improvement Scale
Disability	None
Withdrawal	See sample rates
Retirement	See sample rates
Expenses	Assumed paid outside of Plan

*Teacher rates are being applied to Principals and the Superintendent in addition to the Teachers.

Analysis of Prescribed Assumptions

None.

Analysis of Non-prescribed Assumptions

Unless otherwise specified below, all non-prescribed assumptions have been determined with input from the actuary, even though the plan sponsor may be ultimately responsible for selecting the assumption.

Economic Assumption	Rationale
All Economic Assumptions	Economic assumptions are based on input from a variety of published sources of historical and projected future financial data. Each assumption was reviewed for reasonableness with the source information as well as for consistency with the other economic assumptions.
Discount Rate	Since the plan is not funded by an irrevocable trust, the discount rate is set by reviewing 20-year municipal bond yields.
20-Year Municipal Bond Yield	The municipal bond rate assumption was set by considering published rate information for 20-year high quality, tax-exempt, general obligation municipal bonds as of the Measurement Date.
Salary Increases	The salary scales used to value GASB 73 liabilities are similar to the tables used to value pension liabilities for Minnesota school district employees. The rates for teachers, principals and the superintendent are based on the Teacher Retirement Association of Minnesota actuarial experience study for the period July 1, 2014 through June 30, 2018 and a study of economic assumptions dated November 2017. The rates for other employees are based on the Public Employees Retirement Association of Minnesota most recent four-year experience study for the General Employees Plan completed in 2019 and a review of the inflation assumption.
Inflation	The long-term inflation assumption has been chosen based on a review of historical changes in the Consumer Price Index (CPI.) Published projections of future inflation rates were also considered.

Analysis of Non-prescribed Assumptions continued

Other Assumptions	Rationale
Mortality	The rates used are recent tables developed and recommended by the Society of Actuaries.
Retirement & Withdrawal	The retirement and withdrawal assumptions used to value GASB 73 liabilities are similar to those used to value pension liabilities for Minnesota school district employees. The rates are based on the Teacher Retirement Association of Minnesota actuarial experience study for the period July 1, 2014 through June 30, 2018.
Disability	Plan disability benefits are of similar value to other plan benefits. Therefore, disability incidence is presumed to be included in retirement and withdrawal incidence.

Changes since prior valuation

- The mortality tables were updated from the Pub-2010 Public Retirement Plans Headcount-Weighted Mortality Tables (General, Teachers) with MP-2019 Generational Improvement Scale to the Pub-2010 Public Retirement Plans Headcount-Weighted Mortality Tables (General, Teachers) with MP-2021 Generational Improvement Scale.
- The salary increase rates for non-teachers were updated to reflect the latest experience study.
- The withdrawal rates were updated to reflect the latest experience study.

Sample Withdrawal and Retirement Rates

Years of Service	Withdrawal % for Males	Withdrawal % for Females
0	32.00%	29.00%
1	14.00%	12.00%
2	10.00%	10.00%
3	7.50%	8.00%
4	5.75%	6.50%
5	5.00%	5.25%
6	4.60%	4.00%
7	4.10%	3.50%
8	2.80%	3.00%
9	2.30%	2.50%
10	2.00%	2.10%
15	1.10%	1.10%
20	0.60%	0.60%
25-30	0.50%	0.50%
31+	0.00%	0.00%

Attained Age	Retirement % Rule of 90	Retirement % Not Rule of 90
55	35%	5%
56	35%	5%
57	35%	5%
58	35%	5%
59	35%	5%
60	35%	10%
61	35%	10%
62	35%	25%
63	35%	10%
64	35%	10%
65+	100%	100%

Salary Increase Rates

Years of Service	Teacher Salary Increase	Others Salary Increase
1	8.85%	10.25%
2	7.10%	7.25%
3	6.60%	6.00%
4	6.35%	5.50%
5	6.35%	5.00%
6	6.20%	4.70%
7	6.05%	4.50%
8	5.90%	4.40%
9	5.75%	4.30%
10	5.60%	4.20%
11	5.35%	4.00%
12	5.10%	3.90%
13	4.85%	3.80%
14	4.60%	3.70%

Years of Service	Teacher Salary Increase	Others Salary Increase
15	4.35%	3.65%
16	4.10%	3.60%
17	3.85%	3.50%
18	3.65%	3.40%
19	3.55%	3.40%
20	3.45%	3.40%
21	3.35%	3.30%
22	3.25%	3.30%
23	3.15%	3.30%
24	3.05%	3.20%
25	2.95%	3.20%
26	2.85%	3.10%
27 or more	2.85%	3.00%

Summary of Plan Provisions

Following is a summary of the major plan provisions used to determine the plan's financial position. It should not be used in determining plan benefits.

Contract Group	Technology Support, Secretaries (HESA), Select Administrative Assistants, Custodians, and Grounds Supervisor	Community Education Paraprofessionals	Food Service	All Others
Source of Plan Provision Information	Contracts effective July 1, 2020	Contract effective July 1, 2020	Contract effective July 1, 2020	Various contract dates
Eligibility				
Age	55	55	55	NA
Service	12	12	12	NA
Benefit	Hired before July 1, 2008 and not electing the Matching Contribution Program or grandfathered because previously in contract: 50 days (75 for Custodians and Grounds Supervisor) x daily rate of pay, capped at 2008-2009 hourly rate per grade (\$15.87 to \$21.38 Secretaries, \$26.69 Grounds Supervisor, \$17.41 to \$23.63 Others)	Hired before July 1, 2008 and not electing the Matching Contribution Program: Minimum (1 day per year of service, 25 days) x daily rate of pay, capped at 2008-2009 hourly rate per grade (\$14.44 to \$21.38)	Hired before July 1, 2008 and not electing the Matching Contribution Program: Minimum (2 days per year of service, 50 days) x daily rate of pay, capped at 2008-2009 hourly rate per grade (\$13.19 to \$23.63) Note: Lead Cook will receive an additional day per year of service up to 15 days	None Note: Some groups have GASB 73 benefits in their contracts but they do not have active employees remaining who meet the eligibility requirements (e.g. are not hired by a specified date and/or are not electing the matching contribution program).
Limitation on Total Benefit	50 or 75 days at 2008-2009 rate	25 days at 2008-2009 rate	20% (60% if hired before September 2, 1987) of 50 days (65 days Lead Cook) at 2008-2009 rate (other 80%/40% paid to a HCSP so valued under GASB 75)	NA
Form of Payment	Two equal annual installments (either as cash or to 403(b))	Two equal annual installments as cash	Two equal annual installments as cash	None

Changes since prior valuation: None.

Glossary

Actuarial Cost Method: Sometimes called 'funding method,' a particular technique used by actuaries to establish the amount and incidence of the annual actuarial cost of pension plan benefits, or normal cost, and the related unfunded liability.

Collective deferred outflows of resources and deferred inflows of resources related to pension: Deferred outflows of resources and deferred inflows of resources related to pension arising from certain changes in the collective net pension liability or collective total pension liability.

Defined Benefit Pensions: Pensions for which the income or other benefits that the employee will receive at or after separation from employment are defined by the benefit terms. The pensions may be stated as a specified dollar amount or as an amount that is calculated based on one or more factors such as age, years of service, and compensation.

Defined Contribution Pensions: Pensions having terms that (a) provide an individual account for each employee; (b) define the contributions that an employer or nonemployer contributing entity is required to make (or the credits that it is required to provide) to an active employee's account for periods in which that employee renders service; and (c) provide that the pension an employee will receive will depend only on the contributions (or credits) to the employee's account, actual earnings on investments of those contributions (or credits), and the effects of forfeitures of contributions (or credits) made for other employees, as well as pension plan administrative costs, that are allocated to the employee's account.

Discount Rate: The single interest rate that will calculate the same Total Pension Liability as the rates used to calculate the funded and unfunded portion of Total Pension Liability.

Pensions: Retirement income and, if provided through a pension plan, postemployment benefits other than retirement income (such as death benefits, life insurance, and disability benefits). Pensions do not include postemployment healthcare benefits and termination benefits.

Plan Members: The individuals covered by the terms of the plan. The plan membership generally includes employees in active service, terminated employees who have accumulated benefits but are not yet receiving them, and retired employees and beneficiaries currently receiving benefits.

Required Supplementary Information (RSI): Schedules, statistical data, and other information that are an essential part of financial reporting. RSI should be presented with, but is not part of, the basic financial statements of a governmental entity.

Service Cost: The portions of the actuarial present value of projected benefit payments that are attributed to valuation years.

Total Pension Liability: The portion of the present value of prospective benefits allocated to service before the valuation date in accordance with the actuarial cost method.

Hastings Public Schools ISD #200

Actuarial Valuation Report
Other Post-Employment Benefits
Under GASB Statements 74 & 75

Valuation Date: July 1, 2022

Measurement Date: June 30, 2023

Fiscal Year Beginning: July 1, 2022

Fiscal Year Ending: June 30, 2023



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Actuarial Certification

We have prepared an actuarial valuation of the other post employment benefit plans for Hastings Public Schools ISD #200 as of July 1, 2022 to enable the plan sponsor to satisfy the accounting requirements under Statements of Governmental Accounting Standards Nos. 74 and 75. The results of the valuation set forth in this report reflect the provisions of the plan communicated to us through July 1, 2022. This report should not be used for other purposes or relied upon by any other person without prior written consent from Hildi Incorporated.

This valuation is based on participant and financial data provided by Hastings Public Schools ISD #200 and is summarized in this report. An audit of the financial and participant data provided was not performed, but we have checked the data for reasonableness as appropriate based on the purpose of the valuation. We have relied on all the information provided, including plan provisions and asset information, as complete and accurate.

All costs, liabilities and other factors under the plan were determined in accordance with generally accepted actuarial principles and procedures using assumptions that we believe reasonably estimate the anticipated experience of the plan. The calculations reported herein are consistent with our understanding of the provisions of GASB Statements 74 and 75.

Actuarial computations under Statements of Governmental Accounting Standards are for the purposes of fulfilling employer accounting requirements and trust accounting requirements. Computations for other purposes may differ significantly from the results shown in this report.

We are available to answer any questions on this material, or to provide explanations or further details, as may be appropriate. The undersigned credentialed actuaries meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained in this report.



Jill M. Urdahl, FSA



Noel D. Johnson, FSA



Mary P. Ratelle, FSA (for claims cost only)

Hildi Incorporated, A Division of USI Consulting Group
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P 952.934.5554

Report finished in December 2022

Executive Summary

This report has been prepared for Hastings Public Schools ISD #200, for the fiscal year beginning July 1, 2022 and ending June 30, 2023, to assist in complying with the reporting and disclosure requirements under GASB Statements 74 and 75.

Summary of Results

The results below reflect an initial implementation date under GASB 74/75 for the fiscal year ending June 30, 2017. The discount rate is determined by using a split interest rate based on the estimated investment return on the irrevocable trust for the funded portion of liabilities and the estimated yield of 20-Year AA-rated municipal bonds for the unfunded portion of liabilities. The overall single discount rate is 2.30%.

GASB Accounting Summary	
1. Estimated GASB Funded Status as of June 30, 2023	
a. Total OPEB Liability (TOL)	\$ 6,970,163
b. Fiduciary Net Position (FNP)	<u>5,770,534</u>
c. Net OPEB Liability (NOL), a. - b.	1,199,629
d. FNP as a % of TOL, b. / a.	83%
e. Valuation Salary	31,038,769
f. NOL as % of Payroll, c. / e.	4%
2. Estimated Annual Costs for the Year Beginning 07/01/2022	
a. Pay-as-you-go Cost (PAYGO)	\$ 687,485
b. OPEB Expense Under GASB 75	255,969
3. Actuarially Determined Contribution (ADC) *	To be determined
4. Discount Rate	2.30%

* GASB has not defined an ADC, rather this needs to be defined/developed by the employer.

Valuation Model

The actuarial liabilities shown in this report are determined using software purchased from an outside vendor which was developed for this purpose. Certain information is entered into this model in order to generate the liabilities specific to your benefit plan. These inputs include economic and non-economic assumptions, plan provisions and census information. We rely on the coding within the software to value the liabilities using the actuarial methods and assumptions selected. Both the input to and the output from the model is checked for accuracy and reviewed for reasonableness.

A range of results, different from those presented in this report, could be considered reasonable. The numbers are not rounded, but this is for convenience and should not imply precision. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements; and changes in plan provisions or applicable law. Due to the limited scope of this assignment, we did not perform an analysis of the potential range of such future measurements.

Funding and Investment Policy

OPEB benefits have historically been funded on a pay-as-you-go basis (PAYGO). Under GASB 74/75, plan sponsors may set up a trust and pre-fund the benefits. There is no requirement to pre-fund benefits under GASB 74/75.

Results throughout the report reflect Hastings Public Schools ISD #200's decision to create an Irrevocable OPEB Trust. The trust value is \$5,479,026 as of July 1, 2022. The trust assets are expected to earn a long term annual rate of 1.10%.

Events & Decisions

Plan Experience:

- There was a liability gain of \$778,695 due to updated census data.
- There was a liability gain of \$502,537 due to claims and premiums lower than expected.

Plan Changes: Principals, Teachers and Community Education Licensed Coordinators now receive the single premium for the Comp Basic plan at the time of retirement rather than the single premium for the Triple Gold plan at the time of retirement. The benefit is still paid in a lump sum in the amount equal to the lesser of 8 years or Medicare eligibility. This change decreased the liability \$266,170.

Assumption Changes:

- The health care trend rates were changed to better anticipate short term and long term medical increases.
- The mortality tables were updated from the Pub-2010 Public Retirement Plans Headcount-Weighted Mortality Tables (General, Teachers) with MP-2019 Generational Improvement Scale to the Pub-2010 Public Retirement Plans Headcount-Weighted Mortality Tables (General, Teachers) with MP-2021 Generational Improvement Scale.
- The salary increase rates for non-teachers were updated to reflect the latest experience study.
- The withdrawal rates were updated to reflect the latest experience study.
- The discount rate was changed from 2.70% to 2.30%.
- These changes increased the liability \$198,872.

Method Changes: None.

Key Dates

The results presented in this report are based on a July 1, 2022 valuation date. GASB 74 allows the use of a valuation date that is up to 24 months prior to the most recent fiscal year end, while GASB 75 allows the use of a valuation date that is up to 30 months and one day prior to the most recent fiscal year end. A GASB 74 measurement date must be the same as the reporting date, while a GASB 75 measurement date may look back as far as the prior fiscal year end. Because Hastings Public Schools ISD #200 has an irrevocable trust, both GASB 74 and 75 accounting are applicable.

Valuation Date	July 1, 2022
Measurement Date	June 30, 2023
Reporting Date	June 30, 2023

Plan and Employer Accounting

Reconciliation of Changes in Net OPEB Liability

Below is an estimated reconciliation of the Net OPEB Liability for the fiscal year ending June 30, 2023. Estimated employer contributions include any benefit payments anticipated to be paid from the general fund. **The Net OPEB Liability will need to be updated with final balances as of June 30, 2023, including any assumption changes, plan changes, contributions, and gains/losses. Please contact Hildi Inc. when preparing your disclosures at June 30, 2023.**

	Total OPEB Liability (a)	Fiduciary Net Position (b)	Net OPEB Liability (a) – (b)
1. Balances at June 30, 2022	\$ 8,237,664	\$ 5,479,026	\$ 2,758,638
2. Expected Changes for the Current Year:			
a. Service Cost	540,717	-	540,717
b. Interest Cost	227,797	-	227,797
c. Assumption Changes	198,872	-	198,872
d. Plan Changes	(266,170)	-	(266,170)
e. Estimated Employer Contributions	-	918,724	(918,724)
f. Projected Investment Return	-	60,269	(60,269)
g. Differences between Expected and Actual Experience	(1,281,232)	-	(1,281,232)
h. Estimated Benefit Payments	(687,485)	(687,485)	-
i. Estimated Administrative Expenses	-	-	-
j. Other Changes	-	-	-
3. Total Estimated Net Changes	(1,267,501)	291,508	(1,559,009)
4. Estimated Balances at June 30, 2023	\$ 6,970,163	\$ 5,770,534	\$ 1,199,629

Sensitivity to Changes in Discount Rate

	1% Decrease	Selected Discount Rate	1% Increase
1. Net OPEB Liability	\$ 1,517,068	\$ 1,199,629	\$ 877,756
2. Discount Rate	1.30%	2.30%	3.30%

Sensitivity to Changes in Healthcare Cost Trend Rates

	1% Decrease	Selected Healthcare Trend Rate	1% Increase
1. Net OPEB Liability	\$ 504,264	\$ 1,199,629	\$ 2,013,582
2. Medical Trend Rate	5.25% decreasing to 4.00% then 3.00%	6.25% decreasing to 5.00% then 4.00%	7.25% decreasing to 6.00% then 5.00%
3. Dental Trend Rate	NA	NA	NA

Note: The trend assumption has not changed from the valuation date of July 1, 2022. The initial rate shown above is for fiscal year-end 2023 and has not decreased from the initial rate as of July 1, 2022 shown in the Assumptions section of this report.

GASB 75 OPEB Expense

Below is the estimated OPEB Expense for the fiscal year ending June 30, 2023. **The OPEB Expense will need to be updated with final assets and liabilities as of June 30, 2023, including any assumption changes, plan changes, contributions, and gains/losses. Please contact Hildi Inc. when preparing your disclosures at June 30, 2023.**

Fiscal Year Ending	June 30, 2023
1. Components of OPEB Expense	
a. Service Cost	\$ 540,717
b. Interest Cost	227,797
c. Liability Gain or Loss	(161,874)
d. Assumption Changes	(26,053)
e. Projected Investment Return	(60,269)
f. Investment Gain or Loss	1,821
g. Administrative Expenses	0
h. Plan Changes	<u>(266,170)</u>
i. Total	255,969
2. Deferred Outflows of Resources	
a. Liability Losses	\$ 120,469
b. Assumption Changes	347,375
c. Investment Losses	36,828
d. Employer Contributions	<u>N/A</u>
e. Total	504,672
3. Deferred Inflows of Resources	
a. Liability Gains	\$ 1,198,520
b. Assumption Changes	496,740
c. Investment Gains	<u>0</u>
d. Total	1,695,260
4. Future Recognition of Deferred Flows in OPEB Expense (Fiscal Years Ending)	
a. June 30, 2023	N/A
b. June 30, 2024	\$ (174,671)
c. June 30, 2025	(171,987)
d. June 30, 2026	(180,296)
e. June 30, 2027	(182,494)
f. June 30, 2028	(210,550)
g. Thereafter	(270,590)

GASB 75 Amortization Schedule

Date Established	Type	Original Amount	Original Years	Amortization Amount	Remaining Amount as of 06/30/2023	Remaining Years as of 06/30/2023
7/1/2018	Liability (Gain)/Loss	(206,512)	8	(25,814)	(77,442)	3
7/1/2018	Assumption Change	163,031	8	20,379	61,136	3
7/1/2018	Investment (Gain)/Loss	(57,175)	5	(11,435)	0	0
7/1/2019	Assumption Change	224,454	8	28,057	112,226	4
7/1/2019	Investment (Gain)/Loss	(13,425)	5	(2,685)	(2,685)	1
7/1/2020	Liability (Gain)/Loss	192,751	8	24,094	120,469	5
7/1/2020	Assumption Change	(542,120)	8	(67,765)	(338,825)	5
7/1/2020	Investment (Gain)/Loss	41,524	5	8,305	16,609	2
7/1/2021	Assumption Change	(221,081)	7	(31,583)	(157,915)	5
7/1/2021	Investment (Gain)/Loss	38,176	5	7,636	22,904	3
7/1/2022	Liability (Gain)/Loss	(1,281,232)	8	(160,154)	(1,121,078)	7
7/1/2022	Assumption Change	198,872	8	24,859	174,013	7

Required Supplementary Information

Below is a schedule of changes in the Net OPEB Liability and related ratios for the two most recent fiscal years. Public entities are required to show 10 years of information, or as many years as available until a full 10-year trend is compiled.

Fiscal Year Ending June 30	2023	2022
1. Total OPEB Liability (TOL) -- Beginning	\$ 8,237,664	\$ 8,928,045
a. Service Cost	540,717	622,063
b. Interest Cost	227,797	165,099
c. Assumption Changes	198,872	(221,081)
d. Plan Changes	(266,170)	(497,150)
e. Differences between Expected and Actual Experience	(1,281,232)	0
f. Benefit Payments	(687,485)	(759,312)
g. Other Changes	0	0
h. Net Change in Total OPEB Liability	(1,267,501)	(690,381)
2. Total OPEB Liability (TOL) -- Ending	\$ 6,970,163	\$ 8,237,664
3. Plan Fiduciary Net Position (FNP) -- Beginning	\$ 5,479,026	\$ 4,816,536
a. Employer Contributions	918,724	1,406,996
b. Net Investment Income	60,269	14,806
c. Benefit Payments	(687,485)	(759,312)
d. Administrative Expense	0	0
e. Other Changes	0	0
f. Net Change in Plan Fiduciary Net Position	291,508	662,490
4. Plan Fiduciary Net Position (FNP) -- Ending	\$ 5,770,534	\$ 5,479,026
5. Net OPEB Liability -- Ending (NOL = TOL - FNP)	1,199,629	2,758,638
6. FNP as a % of TOL	83%	67%
7. Covered Employee Payroll	31,038,769	31,879,464
8. NOL as % of Payroll	4%	9%

Required Supplementary Information *continued*

Notes to Schedule

Benefit Changes

- For the fiscal year ending June 30, 2022:
 - The Principals' percentage of the 80 days of pay severance benefit paid to a Health Care Savings Plan (and therefore included under GASB 74/75) decreased from 50% to 0% for all participants. Therefore, these benefits are completely accounted for under GASB 73.
 - Administrators now receive the single premium for the Comp Basic plan at the time of retirement rather than the single premium for the Triple Gold plan at the time of retirement. The benefit is still paid in a lump sum in the amount equal to the lesser of 8 years or Medicare eligibility.
 - The severance benefit for Community Education Coordinators will be paid in two equal annual installments to an HCSP instead of a single lump sum.
 - A sunset date was added to the Teachers and Community Education Licensed Coordinators post-employment subsidized retiree medical benefit. In addition, a one-time irrevocable choice (made by March 15, 2022) was given to this group to forfeit the current post-employment subsidized medical benefit for the new defined contribution style OPEB. Only Teachers and Community Education Licensed Coordinators hired before July 1, 2022 and not electing the matching contribution plan will be eligible for the defined benefit style OPEB benefit.
- For the fiscal year ending June 30, 2023:
 - Principals, Teachers and Community Education Licensed Coordinators now receive the single premium for the Comp Basic plan at the time of retirement rather than the single premium for the Triple Gold plan at the time of retirement. The benefit is still paid in a lump sum in the amount equal to the lesser of 8 years or Medicare eligibility.

Assumption Changes

- For the fiscal year ending June 30, 2022:
 - The expected long-term investment return was updated from 1.20% to 1.10%.
 - The discount rate was changed from 1.80% to 2.70%.
- For the fiscal year ending June 30, 2023:
 - The health care trend rates, mortality tables, salary increase rates for non-teachers, and withdrawal rates were updated.
 - The discount rate was changed from 2.70% to 2.30%.

Projected Benefit Payments

The Projected Benefit Payments are based on the assumptions, plan provisions, and participant data as of July 1, 2022. The Projected Benefit Payments are prepared on a closed group basis (i.e. no new entrants).

Discount Rate Selection

The Funded portion of benefit payments are determined by:

- Projecting forward the Fiduciary Net Position (Assets) as of the valuation date,
- Increasing by the investment return assumption, and
- Reducing by benefit payments in each period until assets are exhausted.
- The contribution/benefit payment history, as well as the funding policy have also been taken into account.

Payment Year	Funded Portion of Payments	Unfunded Portion of Payments	Present Value (Separate Discount Rates)	Present Value (Single Discount Rate)
2022 - 2026	\$ 2,713,165	\$ 0	\$ 2,641,102	\$ 2,566,287
2027 - 2031	3,033,149	0	2,792,334	2,554,695
2032 - 2036	3,013,416	0	2,631,899	2,274,984
2037 - 2041	3,533,728	0	2,916,488	2,371,663
2042 - 2046	2,470,627	1,734,349	2,661,668	2,519,897
2047 - 2051	0	3,377,638	1,220,255	1,814,996
2052 - 2056	0	2,901,509	865,204	1,387,006
2057 - 2061	0	1,478,928	373,321	638,711
2062 - 2066	0	163,634	34,917	63,795
2067 - 2071	0	0	0	0
2072 - 2076	0	0	0	0

Benefit Payments by Benefit Type

Year Beginning July 1 and Ending June 30 of the Following Year	Implicit Subsidy Only Payments	Subsidized Payments	Total Projected Net Payments
2022	\$ 208,895	\$ 478,590	\$ 687,485
2023	206,739	210,384	417,123
2024	244,325	227,529	471,854
2025	278,165	276,743	554,908
2026	281,627	300,168	581,795
2027 - 2031	1,388,793	1,644,356	3,033,149
2032 - 2036	1,492,372	1,521,044	3,013,416
2037 - 2041	1,581,202	1,952,526	3,533,728
2042 - 2046	2,280,142	1,924,834	4,204,976
2047 - 2051	1,869,887	1,507,751	3,377,638
2052 - 2056	1,727,253	1,174,256	2,901,509
2057 - 2061	1,154,246	324,682	1,478,928
2062 - 2066	157,563	6,071	163,634
2067 - 2071	0	0	0
2072 - 2076	0	0	0

Note: The subsidized payment projections are estimates. When preparing fiscal year-end disclosures, the actual subsidized benefit payments that were made for the fiscal year from Hastings Public Schools ISD #200 should be used. **Please contact Hildi Inc. when preparing your disclosures at June 30, 2023.**

Plan Liabilities

GASB 74 & 75 Liabilities

The following table compares the liabilities calculated as of the current and prior valuation date.

Liabilities at Valuation Date		
1. Valuation Date	July 1, 2022	July 1, 2020
2. Discount rate	2.30%	2.70%
3. Medical trend rate		
a. Current year	6.50%	6.50%
b. Next tiers	5.00% / 4.00%	5.00% / 4.00%
c. Years to next tiers	6 / 54	6 / 54
4. Present value of benefits	\$ 16,192,035	\$ 17,415,924
5. Accrued liability (Total OPEB Liability)		
a. Split by implicit rate liability vs. direct subsidy liability		
i. Implicit rate liability	3,454,142	3,535,882
ii. Direct subsidized liability	<u>3,498,307</u>	<u>4,201,058</u>
iii. Total	6,952,449	7,736,940
b. Split by status		
i. Actives	5,749,278	6,567,658
ii. Retirees and beneficiaries	<u>1,203,171</u>	<u>1,169,282</u>
iii. Total	6,952,449	7,736,940
6. Service Cost	540,717	603,945
7. Estimated net benefit payments		
a. Actives (from expected retirements)	232,043	289,963
b. Retirees and beneficiaries	<u>455,442</u>	<u>493,436</u>
c. Total	687,485	783,399

Results by Contract Group

July 1, 2022

	Fund Group 1	Fund Group 2	Fund Group 4	Total
Counts				
Active	451	30	25	506
Retiree	<u>26</u>	<u>1</u>	<u>2</u>	<u>29</u>
Total	477	31	27	535
Present Value of Future Benefits				
Active	\$ 14,298,488	\$ 281,496	\$ 408,880	\$ 14,988,864
Retiree	<u>1,114,979</u>	<u>35,327</u>	<u>52,865</u>	<u>1,203,171</u>
Total	15,413,467	316,823	461,745	16,192,035
Total OPEB Liability				
Active	5,420,879	173,639	154,760	5,749,278
Retiree	<u>1,114,979</u>	<u>35,327</u>	<u>52,865</u>	<u>1,203,171</u>
Total	6,535,858	208,966	207,625	6,952,449
Service Cost	505,726	15,858	19,133	540,717
Expected Benefit Payments				
Active (expected to retire)	205,403	8,174	18,466	232,043
Retiree	<u>439,347</u>	<u>10,993</u>	<u>5,102</u>	<u>455,442</u>
Total	644,750	19,167	23,568	687,485

Plan Assets

Plan Asset Reconciliation

Irrevocable OPEB Assets for Fiscal Year Ending	June 30, 2022	June 30, 2021
1. Value at beginning of fiscal year	\$ 4,816,536	\$ 3,873,603
a. Employer Contributions	1,133,311	1,133,311
b. Other nonemployer contributions	0	0
c. Benefits paid	(485,627)	(195,337)
d. Non-investment expense paid	0	0
e. Return on plan assets	<u>14,806</u>	<u>4,959</u>
2. Value at end of fiscal year	5,479,026	4,816,536
3. Estimated return for prior year	0.3%	0.1%

Development of Expected Long-Term Rate of Portfolio Return

Asset Class	Target Allocation	Expected Class Return
Domestic equity	0.00%	0.00%
Fixed income	0.00%	0.00%
Private equity	0.00%	0.00%
Real estate	0.00%	0.00%
NR Money Market Fund	100.00%	1.10%
Total Portfolio	100.0%	1.10%

Other Information

Plan Participants

	July 1, 2022	July 1, 2020
1. Participant counts		
a. Actives	506	564
b. Retirees receiving payments	29	49
c. Spouses receiving payments	<u>9</u>	<u>5</u>
d. Total participants	544	618
2. Active participant statistics		
a. Average age	45.2	45.0
b. Average hire service	10.8	10.4
c. Total expected pay for year	\$ 30,134,727	\$ 30,049,452
3. Retirees (excludes spouse)		
a. Average age: Pre-65	61.4	62.4
b. Average age: Post-65	70.8	0.0
4. Number of retirees by age		
a. Under 50	0	0
b. 50 to 54	0	0
c. 55 to 59	10	9
d. 60 to 64	18	40
e. 65+	<u>1</u>	<u>0</u>
f. Total	29	49

Covered Population: All of the active employees who have access to health insurance and all retirees who have elected to continue coverage on the employer's medical plan after retirement and/or have remaining payments to a Health Care Savings Plan have been included in this valuation. Post-age 65 retirees and their spouses are excluded as they are assumed to have Medicare as their primary health insurance, so no Implicit Rate Subsidy applies. However, the above retirees over age 65 have remaining payments to a Health Care Savings Plan.

Active Participants Age/Service Grid

July 1, 2022

Attained Age	Years of Service																Total					
	Under 1		1 to 4		5 to 9		10 to 14		15 to 19		20 to 24		25 to 29		30 to 34				35 to 39		40 & up	
	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp	No.	Avg. Comp
Under 25	13	33,024	3	30,486	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	32,548
25 to 29	19	44,772	29	49,602	4	55,948	0	0	0	0	0	0	0	0	0	0	0	0	0	0	52	48,325
30 to 34	6	54,576	20	58,380	11	63,134	3	77,219	0	0	0	0	0	0	0	0	0	0	0	0	40	60,530
35 to 39	9	46,779	30	51,031	15	65,304	19	75,742	3	74,772	0	0	0	0	0	0	0	0	0	0	76	60,459
40 to 44	11	52,437	18	55,624	12	82,072	13	75,268	11	77,033	2	82,719	0	0	0	0	0	0	0	0	67	67,973
45 to 49	7	49,477	12	59,046	10	79,002	9	59,060	8	79,854	10	88,763	1	91,932	0	0	0	0	0	0	57	70,085
50 to 54	3	35,458	13	73,936	11	53,505	9	61,376	9	80,683	14	75,277	20	88,873	2	64,006	0	0	0	0	81	72,765
55 to 59	2	15,509	3	27,292	8	38,074	10	39,361	10	59,388	10	64,960	7	70,754	6	84,702	0	0	0	0	56	54,608
60 to 64	5	36,510	8	33,730	2	29,936	2	46,540	8	45,385	11	49,390	8	49,362	4	51,433	2	56,782	1	62,744	51	44,875
65 to 69	1	16,184	0	0	0	0	1	10,003	3	28,352	2	25,618	1	26,189	0	0	0	0	1	91,932	9	31,178
70 & up	0	0	1	14,649	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	14,649
Total	76	43,259	137	53,035	73	63,366	66	64,089	52	66,898	49	68,389	37	75,290	12	70,163	2	56,782	2	77,338	506	59,555

The average compensation shown in each cell represents the average for the number of active participants in that cell.

Methods and Assumptions

Summary of Methods	
Valuation/Census Data Date	July 1, 2022
Measurement Date	June 30, 2023
Actuarial Cost Method	Entry Age, level percentage of pay
Actuarial Assets	Trustee value as of the measurement date
Amortization of Deferred Resource Flows	Average of expected remaining service on a closed basis for differences between expected and actual experience and assumption changes. Closed five-year period for differences between expected and actual asset returns.

Economic Assumptions	
Discount Rate	2.30%
Expected Long-Term Investment Return	1.10% (net of investment expenses)
20-Year Municipal Bond Yield	3.80%
Inflation Rate	2.50%
Salary Increases*	Service graded table, see sample rates
Medical Trend Rate	6.50% in 2022 grading to 5.00% over 6 years and then to 4.00% over the next 48 years
Dental Trend Rate	NA

Other Assumptions	
Mortality*	Pub-2010 Public Retirement Plans Headcount-Weighted Mortality Tables (General, Teachers) with MP-2021 Generational Improvement Scale
Disability	None
Withdrawal	See sample rates
Retirement	See sample rates
Expenses	Assumed paid outside of Plan
Percent Married	Current Retirees: Actual retiree/spouse elections used. Future Retirees: Males 85%, Females 65%
Age Difference	Actual spouse birthdate for current retirees (if provided). For all others, males assumed to be 3 years older than females.
Retiree Plan Participation	<p>Future Retirees Electing Coverage:</p> <p>Pre-65 subsidy available:</p> <ul style="list-style-type: none"> • Superintendent, Administrators, and Principals 100% • Teachers 75% • All Others 50% <p>Note: 100% of retirees eligible for a lump sum payment to a HCSP are assumed to receive one.</p> <p>Pre-65 subsidy not available:</p> <ul style="list-style-type: none"> • Para professionals (including Community Education Paras) and food Service Employees 20% • All Others 50%
Percent of Married Retirees Electing Spouse Coverage	<p>Percent Future Retirees Electing Pre-65 Spouse Coverage (All):</p> <p>Superintendent, Administrators, and Teachers: 30%</p> <p>All Others: 20%</p>
Benefits Not Included	Hastings Public Schools ISD #200 provides access to dental insurance during retirement. However, the implicit rate liability is not significant for dental insurance and has not been included in this valuation.

*Teacher rates are being applied to Principals and the Superintendent in addition to the Teachers.

Analysis of Prescribed Assumptions

None.

Analysis of Non-prescribed Assumptions

Unless otherwise specified below, all non-prescribed assumptions have been determined with input from the actuary, even though the plan sponsor may be ultimately responsible for selecting the assumption.

Economic Assumption	Rationale
All Economic Assumptions	Economic assumptions are based on input from a variety of published sources of historical and projected future financial data. Each assumption was reviewed for reasonableness with the source information as well as for consistency with the other economic assumptions.
Discount rate	Assets were projected using expected benefit payments and expected asset returns. Expected benefit payments by year were discounted using the expected asset return assumption for years in which the assets were sufficient to pay all benefit payments. Any remaining benefit payments after the trust fund is exhausted are discounted at the 20-year municipal bond rate. The equivalent single rate is the discount rate.
Expected asset return	The long-term return on assets has been set based on the plan's target investment allocation along with long-term return expectations by asset class. When there is sufficient historical evidence of market outperformance, historical average returns may be considered.
20-Year Municipal Bond Yield	The municipal bond rate assumption was set by considering published rate information for 20-year high quality, tax-exempt, general obligation municipal bonds as of the Measurement Date.
Salary Increases	The salary scales used to value GASB 74/75 liabilities are similar to the tables used to value pension liabilities for Minnesota school district employees. The rates for teachers, principals and the superintendent are based on the Teacher Retirement Association of Minnesota actuarial experience study for the period July 1, 2014 through June 30, 2018 and a study of economic assumptions dated November 2017. The rates for other employees are based on the Public Employees Retirement Association of Minnesota most recent four-year experience study for the General Employees Plan completed in 2019 and a review of the inflation assumption.

Analysis of Non-prescribed Assumptions continued

Economic Assumption	Rationale
Inflation	The long-term inflation assumption has been chosen based on a review of historical changes in the Consumer Price Index (CPI.) Published projections of future inflation rates were also considered.
Medical Trend Rate	The medical trend rates have been chosen based on a review of historical health care increase rates, projected health care increase rates, and projected health care expenditures as a percentage of GDP. The components of health care costs were considered when developing the aggregate set of trend rates.

Non-Economic Assumption	Rationale
Mortality	The rates used are recent tables developed and recommended by the Society of Actuaries.
Retirement & Withdrawal	The retirement and withdrawal assumptions used to value GASB 74/75 liabilities are similar to those used to value pension liabilities for Minnesota school district employees. The rates are based on the Teacher Retirement Association of Minnesota actuarial experience study for the period July 1, 2014 through June 30, 2018.
Disability	Plan disability benefits are of similar value to other plan benefits. Therefore, disability incidence is presumed to be included in retirement and withdrawal incidence.
Retiree Plan Participation & Percent of Married Retirees Electing Spouse Coverage	The plan participation percentages for retirees and their spouses reflect past, current, and expected future expectations of medical plan enrollment for current actives and retirees. These amounts are adjusted to reflect population changes, differences in actual versus expected liabilities, and changes in enrollment/participation patterns.

Changes since prior valuation

- The health care trend rates were changed to better anticipate short term and long term medical increases.
- The mortality tables were updated from the Pub-2010 Public Retirement Plans Headcount-Weighted Mortality Tables (General, Teachers) with MP-2019 Generational Improvement Scale to the Pub-2010 Public Retirement Plans Headcount-Weighted Mortality Tables (General, Teachers) with MP-2021 Generational Improvement Scale.
- The salary increase rates for non-teachers were updated to reflect the latest experience study.
- The withdrawal rates were updated to reflect the latest experience study.
- The discount rate was changed from 2.70% to 2.30%.

Sample Withdrawal and Retirement Rates

Years of Service	Withdrawal % for Males	Withdrawal % for Females
0	32.00%	29.00%
1	14.00%	12.00%
2	10.00%	10.00%
3	7.50%	8.00%
4	5.75%	6.50%
5	5.00%	5.25%
6	4.60%	4.00%
7	4.10%	3.50%
8	2.80%	3.00%
9	2.30%	2.50%
10	2.00%	2.10%
15	1.10%	1.10%
20	0.60%	0.60%
25-30	0.50%	0.50%
31+	0.00%	0.00%

Attained Age	Retirement % Rule of 90	Retirement % Not Rule of 90
55	35%	5%
56	35%	5%
57	35%	5%
58	35%	5%
59	35%	5%
60	35%	10%
61	35%	10%
62	35%	25%
63	35%	10%
64	35%	10%
65+	100%	100%

Salary Increase Rates

Years of Service	Teacher Salary Increase	Others Salary Increase
1	8.85%	10.25%
2	7.10%	7.25%
3	6.60%	6.00%
4	6.35%	5.50%
5	6.35%	5.00%
6	6.20%	4.70%
7	6.05%	4.50%
8	5.90%	4.40%
9	5.75%	4.30%
10	5.60%	4.20%
11	5.35%	4.00%
12	5.10%	3.90%
13	4.85%	3.80%
14	4.60%	3.70%

Years of Service	Teacher Salary Increase	Others Salary Increase
15	4.35%	3.65%
16	4.10%	3.60%
17	3.85%	3.50%
18	3.65%	3.40%
19	3.55%	3.40%
20	3.45%	3.40%
21	3.35%	3.30%
22	3.25%	3.30%
23	3.15%	3.30%
24	3.05%	3.20%
25	2.95%	3.20%
26	2.85%	3.10%
27 or more	2.85%	3.00%

Summary of Plan Provisions

Following is a summary of the major plan provisions used to determine the plan's financial position. It should not be used in determining plan benefits.

Contract Group		Superintendent	Administrators	Principals	Teachers and Community Education Licensed Coordinator	Community Education Coordinators	Technology Support, Secretaries (HESA), Select Administrative Assistants, Custodians, Retired Director of Buildings and Grounds, Grounds Supervisor, Food Service, and Community Education Paraprofessionals	Paraprofessionals	Health Services Coordinator	All Others	
Source of Plan Provision Information		Contract effective July 1, 2020	Contract effective July 1, 2020	Contract effective July 1, 2020	Contracts effective July 1, 2021	Contract effective July 1, 2020	Contracts effective July 1, 2020	Contract effective July 1, 2020	Contracts effective July 1, 2020	Varying contract dates	
Access to Group Insurance Eligibility	Age* Service**	55 3	55 3	55 3	55 3	55 3	55 3	55 3	55 3	55 3	
Monthly Blended Premium	Medical	Blended premium is \$679 for single and \$1,957 for family									
Subsized Benefits											
Medical	Eligibility	Age Service	NA NA	55 10	55 10	55 15 (or 30 with no age limit)	55 15 (or 30 with no age limit)	55 12	55 12	50 12	NA NA
	Retiree Benefit		None Retired Superintendent Only: Full Comp Basic premium for 8 years or Medicare eligibility, whichever is earlier	Single premium for the Comp Basic plan at the time of retirement x minimum (8 years, years to Medicare eligibility), paid to a Health Care Savings Plan in a lump sum Note: Grandfathered retirees with monthly payments until the earlier of 8 years or age 65	Single premium for the Comp Basic plan at the time of retirement x minimum (8 years, years to Medicare eligibility), paid to a Health Care Savings Plan in a lump sum Note: Grandfathered retirees with monthly payments until the earlier of 8 years or age 65	Hired before July 1, 2022 and not electing the Annual Deferred Compensation Plan (District HCSP Contribution): Single premium for Comp Basic plan at the time of retirement x Minimum (8 years, years until Medicare eligibility), paid to a Health Care Savings Plan in a lump sum	Hired before July 1, 2008 and not electing the Matching Contribution Plan: \$335 per month x Minimum (8 years, years until age 65), paid to a Health Care Savings Plan in a lump sum	Hired before July 1, 2008 and not electing the Matching Contribution Plan or grandfathered because previously in contract: \$225 (\$325 Custodians/Director of Buildings and Grounds/Grounds Supervisor, \$255 Food Service) per month for 8 years or age 65, whichever is earlier	None	None	None
	Spouse Benefit		None	None	None	None	Hired before July 1, 2008 and not electing the Matching Contribution Plan: An additional \$377 per month x Minimum (8 years, years until age 65), paid to a Health Care Savings Plan in a lump sum	Hired before July 1, 2008 and not electing the Matching Contribution Plan or grandfathered because previously in contract: An additional \$125 (\$325 Custodians/Director of Buildings and Grounds/Grounds Supervisor, \$360 Food Service) per month for 8 years or age 65, whichever is earlier	None	None	None
	Other Benefit		None	None	None	Hired before January 1, 2000 and listed in Appendix D: [60 days x daily rate of pay, capped at 2008-2009 salary level]] + \$2,500 paid to a Health Care Savings Plan in a lump sum	Hired before January 1, 2000 and not electing the Matching Contribution Program: 60 days x daily rate of pay capped at 2008-2009 hourly rate per grade (\$29.10 to \$32.44) paid to a Health Care Savings plan in two equal annual installments	Hired before July 1, 2008 and not electing the Matching Contribution Program: 80% (40% if hired before September 2, 1987) of [Minimum (2 days per year of service, 50 days) x daily rate of pay, capped at 2008-2009 hourly rate per grade (\$13.19 to \$23.63)] Note: Lead Cook will receive an additional day per year of service up to 15 days paid to a Health Care Savings Plan as a lump sum Note: Remaining 20%/60% paid to a 403(b) account or as cash so is included under GASB 73 Director of Buildings and Grounds: 100% of 75/50 days, respectively, x daily rate of pay, capped at 2008-2009 hourly rate per grade (\$40.67/\$29.10) paid to a Health Care Savings Plan in a lump sum	Hired before July 1, 2008 and not electing the Matching Contribution Program: Minimum (1 day per year of service, 25 days) x daily rate of pay, capped at 2008-2009 hourly rate per grade (\$14.44 to \$26.29) paid to a Health Care Savings Plan in a lump sum	Hired before July 1, 2008 and not electing the Matching Contribution Program: 100% of [50 days x daily rate of pay, capped at 2008-2009 hourly rate per grade (\$23.63 to \$29.10)] paid to a Health Care Savings Plan in a lump sum	None
Dental and Life		None									

Summary of Plan Provisions continued

- * The access to medical, dental, and life insurance for retirees could possibly happen prior to age 55 (due to certain pension provisions). For OPEB valuation purposes, we have assumed the first access eligibility age to be 55.
- ** For Non-TRA employees, the service requirement is 5 years for employees hired after July 1, 2010. The effect of this vesting change as of July 1, 2022 is immaterial and is not included in this report.

Changes since prior valuation:

- Principals, Teachers and Community Education Licensed Coordinators now receive the single premium for the Comp Basic plan at the time of retirement rather than the single premium for the Triple Gold plan at the time of retirement. The benefit is still paid in a lump sum in the amount equal to the lessor of 8 years or Medicare eligibility.

Claim Cost Development

Estimated Annual Claims at Age 65		
	Medical	Dental
Pre-65	\$18,193	\$0
Post-65	\$0	\$0

Pre-65 Healthcare Claims

Starting claim costs were developed using medical claim and enrollment information provided by Hastings Public Schools ISD #200 and PreferredOne. Due to the small size of the pre-65 retiree population, active and pre-65 information was used to develop the starting claim costs. We used information from January 1, 2020 through June 30, 2022.

The following summary outlines the process used to develop the starting claim costs:

- Medical claims and enrollment information for each group (pre-65 retirees and active employees) and time period were summarized.
- Claims information was provided on an incurred basis.
- Incurred claims per person for each time period were trended forward to the valuation period.
- Trended claims per person for each time period were adjusted for differences in plan design and demographics.
- An administrative load was added to the trended claims for each time period.
- The costs calculated for each time period were weighted together to obtain a weighted-average cost.
- The weighted-average cost was then adjusted to account for expected changes in plan enrollment for future retirees.
- The adjusted weighted-average cost was then adjusted to age 65 for valuation purposes.

A full age-based table of claims costs is developed by applying the aging factors (table below) to the claims at age 65.

Aging Table			
Medical costs per individual are assumed to change as follows:			
Pre-65		Post-65	
Ages	% Decrease	Ages	% Increase
15 to 45	2.0%	65 to 70	3.0%
45 to 50	2.5%	70 to 75	2.5%
50 to 55	3.3%	75 to 80	2.0%
55 to 60	3.6%	80 to 85	1.0%
60 to 65	4.2%	85 to 90	0.5%
		90+	0.0%

Glossary

Actuarial Cost Method: Sometimes called 'funding method,' a particular technique used by actuaries to establish the amount and incidence of the annual actuarial cost of OPEB plan benefits, or normal cost, and the related unfunded liability.

Actuarially determined contribution (ADC): A target or recommended contribution to a defined benefit OPEB plan for the reporting period, determined in conformity with Actuarial Standards of Practice based on the most recent measurement available when the contribution for the reporting period was adopted. **GASB has not defined an ADC, rather this needs to be defined/developed by the employer.**

Collective deferred outflows of resources and deferred inflows of resources related to OPEB: Deferred outflows of resources and deferred inflows of resources related to OPEB arising from certain changes in the collective net OPEB liability or collective total OPEB liability.

Defined benefit OPEB: OPEB for which the benefits that the employee will receive at or after separation from employment are defined by the benefit terms. The OPEB may be stated as (a) a specified dollar amount; (b) an amount that is calculated based on one or more factors such as age, years of service, and compensation; or (c) a type or level of coverage such as prescription drug coverage or a percentage of health insurance premiums. (OPEB that does not have all of the terms of defined contribution OPEB is classified as defined benefit OPEB.)

Defined contribution OPEB: OPEB having terms that (a) provide an individual account for each employee; (b) define the contributions that an employer or nonemployer contributing entity is required to make (or the credits that it is required to provide) to an active employee's account for periods in which that employee renders service; and (c) provide that the OPEB an employee will receive will depend only on the contributions (or credits) to the employee's account, actual earnings on investments of those contributions (or credits), and the effects of forfeitures of contributions (or credits) made for other employees, as well as OPEB plan administrative costs, that are allocated to the employee's account.

Discount Rate: The single interest rate that will calculate the same Total OPEB Liability as the rates used to calculate the funded and unfunded portion of Total OPEB Liability.

Fiduciary Net Position: Plan assets based on market value as of the measurement date including receivable contributions and offset by plan payables. Market values are sometimes smoothed to soften the impact of investment gains and losses.

Healthcare Cost Trend Rate: The rate of change in per capita health claims costs over time as a result of factors such as medical inflation, utilization of healthcare services, plan design, and technological developments.

Investment Return Assumption: The rate used to adjust a series of future payments to reflect the time value of money. The long-term expected rate of return should be based on the nature and mix of current and expected OPEB plan investments over a period representative of the expected length of future benefit payments. The long-term expected rate of return should be determined net of OPEB plan investment expense but without reduction for OPEB plan administrative expense.

Net OPEB Liability: The difference between Total OPEB Liability and Net Fiduciary Position.

Glossary continued

Other Post-employment Benefits: Benefits (such as death benefits, life insurance, disability, and long-term care) that are paid in the period after employment and that are provided separately from a pension plan, as well as healthcare benefits paid in the period after employment, regardless of the manner in which they are provided. OPEB does not include termination benefits or termination payments for sick leave.

Plan Members: The individuals covered by the terms of the plan. The plan membership generally includes employees in active service, terminated employees who have accumulated benefits but are not yet receiving them, and retired employees and beneficiaries currently receiving benefits.

Post-employment Healthcare Benefits: Medical, dental, vision, and other health-related benefits provided to terminated or retired employees and their dependents and beneficiaries

Required Supplementary Information (RSI): Schedules, statistical data, and other information that are an essential part of financial reporting. RSI should be presented with, but is not part of, the basic financial statements of a governmental entity.

Service Cost: The portions of the actuarial present value of projected benefit payments that are attributed to valuation years.

Total OPEB Liability: The portion of the present value of prospective benefits allocated to service before the valuation date in accordance with the actuarial cost method.

OPEB-Health + Pension to HCSP

History	F 1-Gen. Fund UR	F 2-Food Service	F 4- Com. Education	Total	
20-21/21-22 (ADC)	\$1,065,567	\$31,009	\$36,735	\$1,133,311	Amortization Period 14
18-19/19-20 (ADC)	\$1,004,986	\$29,040	\$36,459	\$1,070,485	Amortization Period 16
16-17/17-18 (ADC)	\$1,031,372	\$34,296	\$44,579	\$1,110,247	Amortization Period 18
15-16 (ARC)	\$861,999	\$35,352	\$32,417	\$929,768	
14-15 (ARC)	\$860,919	\$34,501	\$34,348	\$929,768	
13-14 (ARC)	\$877,390	\$32,987	\$24,558	\$934,935	
12-13 (ARC)	\$882,574	\$32,987	\$19,374	\$934,935	
10-11/11-12 (ARC)	\$1,007,354	\$36,803	\$18,014	\$1,062,171	

22-23 & 23-24	F 1	F 2	F 4	Total
Amortization Period: Ave Future Srv-12	\$664,644	\$20,933	\$24,252	\$709,829

Increase/Decrease Prior Study	(\$400,923)	(\$10,076)	(\$12,483)	(\$423,482)
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ASL/Pension to Committed/Restricted

History	F 1-Gen. Fund UR	F 2-Food Service	F 4- Com. Education	Total	
20-21/21-22 (ADC)	\$146,211	\$10,791	\$2,349	\$159,351	Amortization Period 9
18-19/19-20 (ADC)	\$232,663	\$9,610	\$5,696	\$247,969	Amortization Period 11
16-17/17-18 (ADC)	\$260,604	\$21,314	\$17,027	\$298,945	F-1 Amortization. Period 13 F-2/4 Amortize Ave Future Srv-6
14-15/15-16 (ARC)	\$248,175	\$7,386	\$0	\$255,561	
12-13/13-14 (ARC)	\$328,697	\$10,516	\$0	\$339,213	
10-11/11-12 (ARC)	\$347,609	\$9,719	\$0	\$357,328	

22-23 & 23-24	F 1	F 2	F 4	Total
Amortization Period: Ave Future Srv-7	\$134,665	\$7,779	\$0	\$142,444

Increase/Decrease Prior Study	(\$11,546)	(\$3,012)	(\$2,349)	(\$16,907)
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Total change per fund	(\$412,469)	(\$13,088)	(\$14,832)	(\$440,389)
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Recommendations highlighted in blue & green.

The above recommended actuarial determined contributions are based on the premise that the board wishes to continue making inroads on the prefunding of these two areas.

In 24-25 the same study and analysis will be done.



**APPROVAL OF ACTUARIAL DETERMINED CONTRIBUTIONS
FOR FISCAL YEARS 2022-2023 AND 2023-2024
DECEMBER 7, 2022**

BACKGROUND

The district has committed to future liabilities for retiree health, pension and accumulated sick days through multiple bargaining group agreements. All subsidized commitments for retiree health, with the exception of Principals and Administrators, are closed to future entrants.

The Governmental Accounting Standards Board (GASB) requires districts to have a liability study done every two years to determine the liability and disclosure requirements. The funding of the liabilities is left to the District.

The district through board approval defines the Actuarial Determined Contributions (ADCs). The ADCs are based on service cost + interest cost + an amortization base. The ADCs are developed to fund future benefits earned by employees and pay down the unfunded liability, which is amortized over the expected Average Future Service of the employees in the group.

GASB 75 - Other Post-Employment Benefits

The district has an irrevocable trust (allowed in statute) to fund retiree health benefits. The contributions to this account come from the General Unassigned Fund 1, Food Service Fund 2 and Community Education Fund 4. A trust with MidAmerica has also been established in prior years to fund Community Education Fund 4 expenses.

GASB 73 - Pension Like Benefits

Severance benefits based on a set number of days or a certain number of days per years of service, paid at retirement. Funds held in a committed account.

GASB 16 - Other Compensated Absences

Unused sick leave benefits based on accumulated number of days or a certain percentage of the accumulated number of days, paid at retirement. Funds held in a committed account.

The recommended actuarial determined contributions are based on the premise that the board wishes to continue making inroads on the prefunding of these two areas.

Submitted by: Jennifer Seubert, Director of Finance & Operations

Date: November 23, 2022



Hastings Public Schools, ISD 200

Public Hearing for Taxes Payable in 2023

DECEMBER 7, 2022

PRESENTED BY:

JENNIFER SEUBERT,

DIRECTOR OF FINANCE &
OPERATIONS

Minnesota State Law Requirements

A Public Meeting...

- Between November 25th & December 28th
- At 6:00 PM or later
- May be part of regularly scheduled meeting
- Must allow for public comments
- May adopt final levy at same meeting

...and Presentation of:

- Current year budget
- Proposed property tax levy

Hearing Agenda

- Background Information on School Funding
- District's Budget
- District's Proposed Tax Levy for Taxes Payable in 2023
- Public Comments

MN Legislature Must Set Funding for Minnesota Public Schools

Minnesota Constitution ARTICLE XIII

MISCELLANEOUS SUBJECTS

Section 1

“UNIFORM SYSTEM OF PUBLIC SCHOOLS. The stability of a republican form of government depending mainly upon the intelligence of the people, it is the duty of the legislature to establish a general and uniform system of public schools. The ***legislature shall make such provisions by taxation or otherwise*** as will secure a thorough and efficient system of public schools throughout the state.”



As a Result,
Funding is
Highly
Regulated

State Sets:

- Formulas which determine revenue; most revenue based on specified amounts per pupil
- Tax policy for local schools
- Maximum authorized property tax levy
 - Districts can levy less, but not more than amount authorized by state, unless approved by voters in November

State also authorizes school board to submit referendums for operating & capital needs to voters for approval

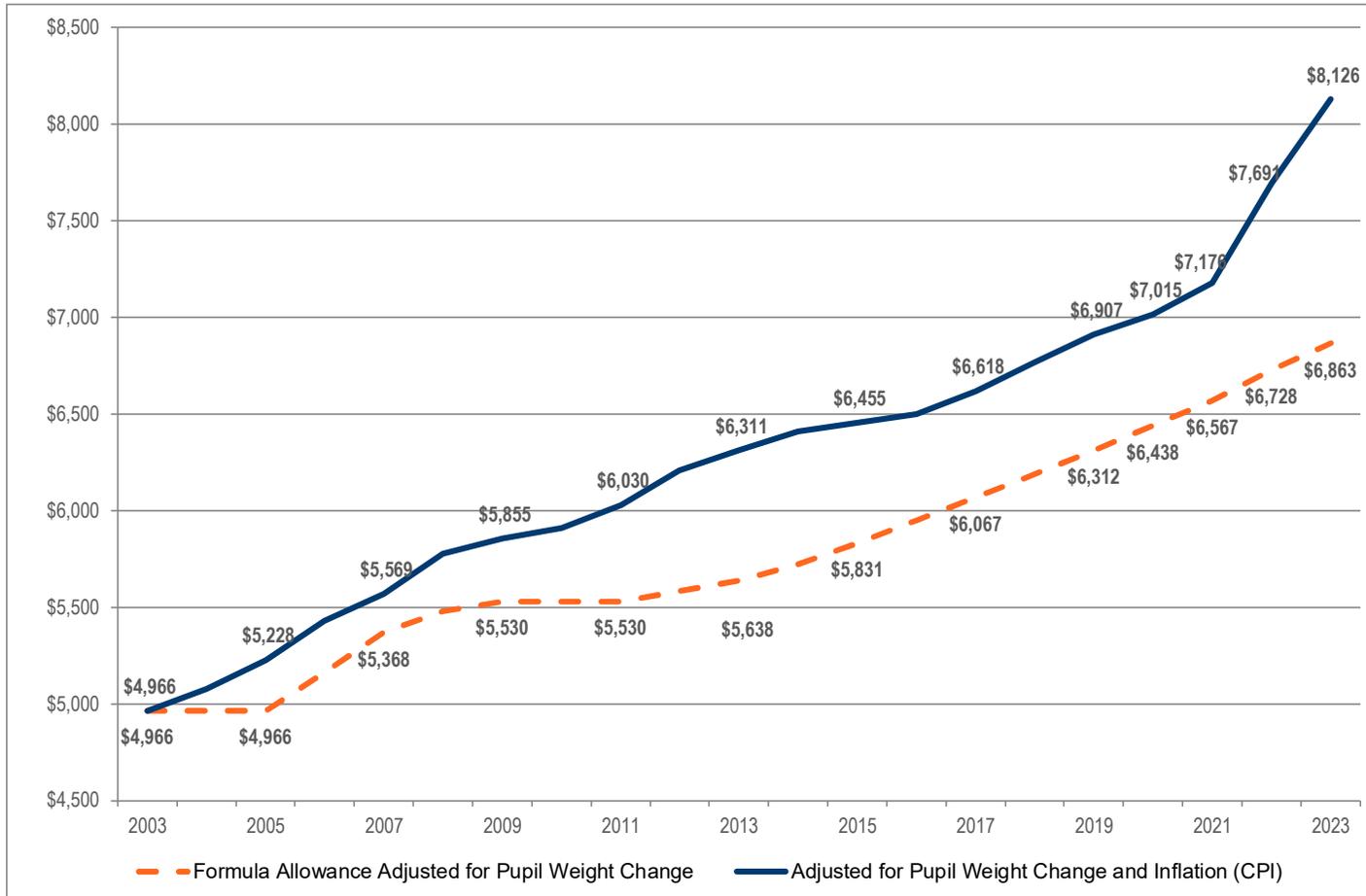
Basic General Education Formula Lags Inflation

- Since 2002-03, state General Education Revenue formula has not kept pace with inflation
- For Fiscal Year 2021-22, an increase of 2.45% or \$161 over previous year was approved
- For Fiscal Year 2022-23, an increase of 2.00% or \$135 over previous year was approved

Per-pupil allowance for Fiscal Year 2022-23 of \$6,863 would need to increase by another \$1,263 (18.4%) to have kept pace with inflation since 2002-03, resulting in an allowance of \$8,126

General Education Formula Allowance, 2003-2023

Adjusted for Pupil Weight Change and Inflation (CPI)



Source: MDE June 2022 Inflation Estimates

According to MN Department of Education (MDE):

FY 2020 costs of providing programs were underfunded statewide by \$591 million

By FY 2025 costs of providing programs statewide will be underfunded by \$806 million



Primary options to bridge funding gap are to cut regular program budgets or increase referendum revenue, most districts have done both

Underfunding of Special Education

Change in Tax Levy does not Determine Change in Budget



Tax levy is based on many state-determined formulas plus voter approved referendums



Some increases in tax levies are revenue neutral, offset by reductions in state aid



Expenditure budget is limited by state-set revenue formulas, voter-approved levies & fund balance



An increase in school taxes does not always correlate to an equal increase in budget

Difference in Levy Cycles



School District:

- Budget year begins July 1st
- 2023 taxes provide revenue for 2023-24 fiscal year
- Budget adopted in June 2023



City/County:

- Budget year begins Jan. 1st
- 2023 taxes provide revenue for 2023 calendar year budget

Budget Information

Because approval of school district budget lags certification of tax levy by six months, state requires only current year budget information be presented at this hearing. Fiscal Year 2023-24 budget will be adopted by School Board in June 2023.

School district budgets are divided into separate funds, based on purposes of revenue, as required by law.

Our District's Funds:

- General
- Food Service
- Community Service
- Building Construction
- Debt Service
- Trust
- Internal Service
- OPEB* Trust

**Other Post-Employment Benefits*



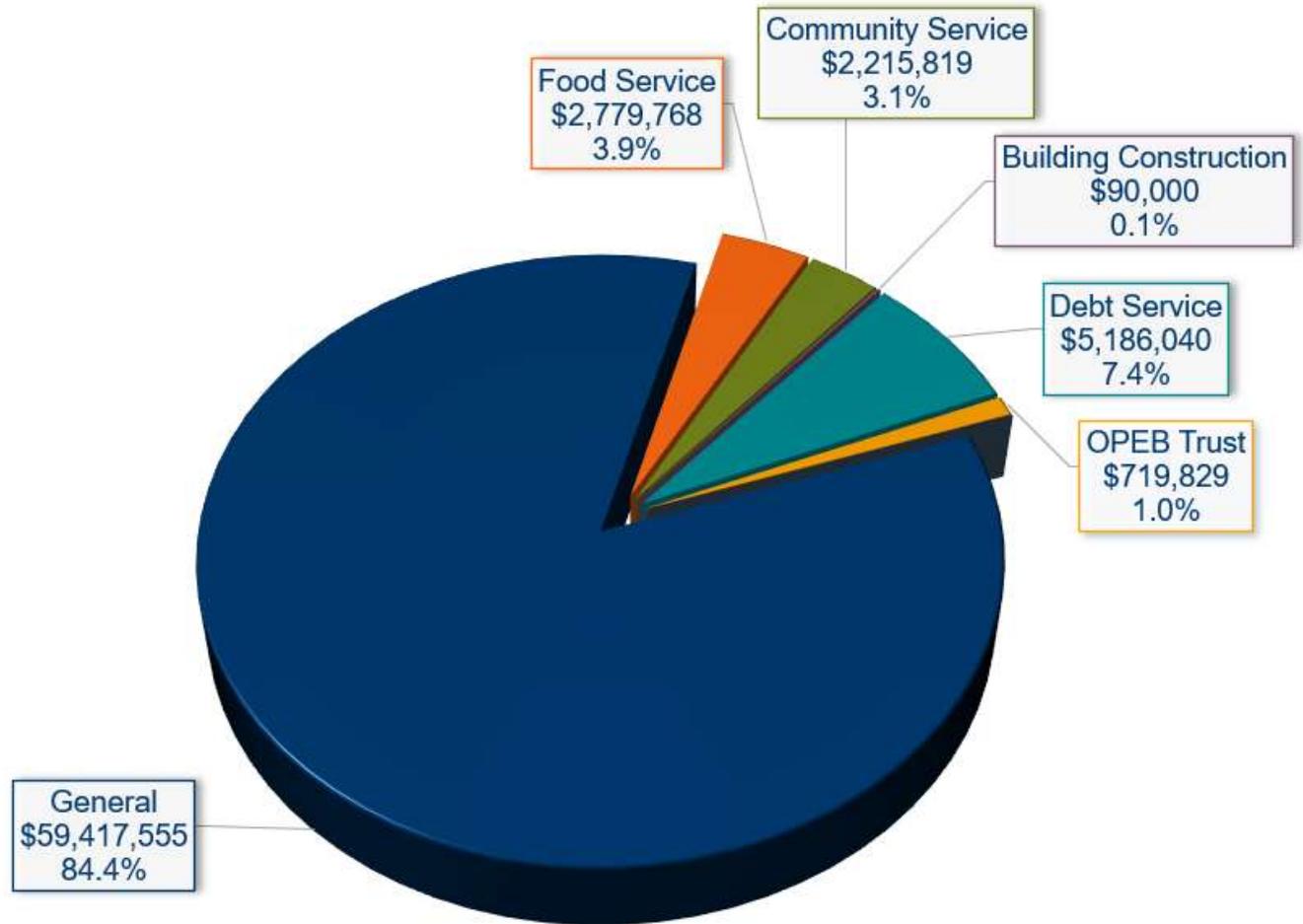
District Revenues & Expenditures
Actual for FY 2022, Budget for FY 2023

FUND	FISCAL 2022 BEGINNING	2021-22 ACTUAL		JUNE 30, 2022 ACTUAL	2022-23 BUDGET		JUNE 30, 2023 PROJECTED
	FUND BALANCES	REVENUES & TRANSFERS IN	EXPENDITURES & TRANSERS OUT	FUND BALANCES	REVENUES & TRANSERS IN	EXPENDITURES & TRANSERS OUT	FUND BALANCES
General/Restricted	\$10,687,757	\$6,991,160	\$6,595,723	\$11,083,194	\$6,567,900	\$7,407,166	\$10,243,928
General/Other	16,916,390	50,984,202	51,658,601	16,241,991	52,849,655	53,298,800	15,792,846
Food Service	490,750	3,284,532	2,660,458	1,114,824	2,779,768	3,119,971	774,621
Community Service	441,430	2,356,001	2,356,673	440,758	2,215,819	2,337,632	318,945
Building Construction	13,953,768	485,513	4,462,596	9,976,685	90,000	10,066,685	-
Debt Service	12,348,235	5,050,878	3,871,913	13,527,200	5,186,040	3,873,090	14,840,150
Trust	87,624	1,258	19,668	69,214	900	8,483	61,631
Internal Service	6,331,218			5,708,870			5,474,071
OPEB* Irrevocable Trust	4,816,536	1,148,117	485,627	5,479,026	719,829	482,845	5,716,010
Total All Funds	\$66,073,708	\$70,301,661	\$72,111,259	\$63,641,762	\$70,409,911	\$80,594,672	\$53,222,202

*Other Post Employment Benefits

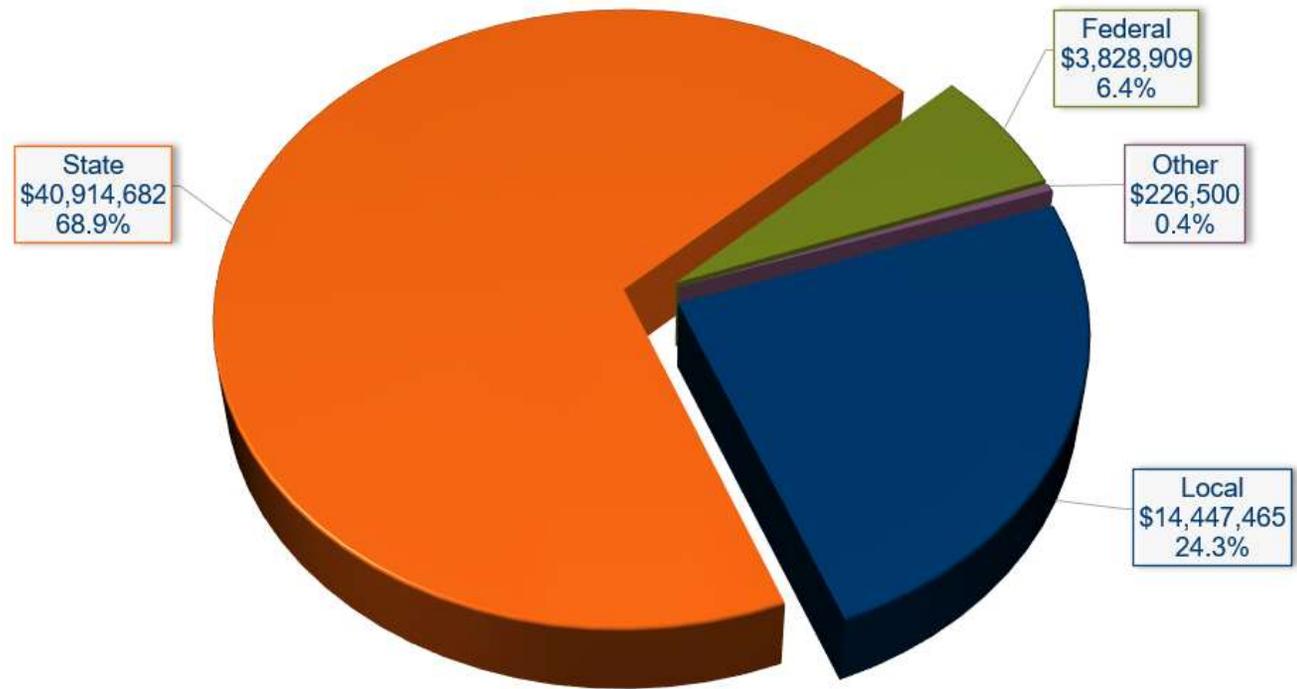
Revenue - All Funds -

2022-23 Budget
\$70,409,911



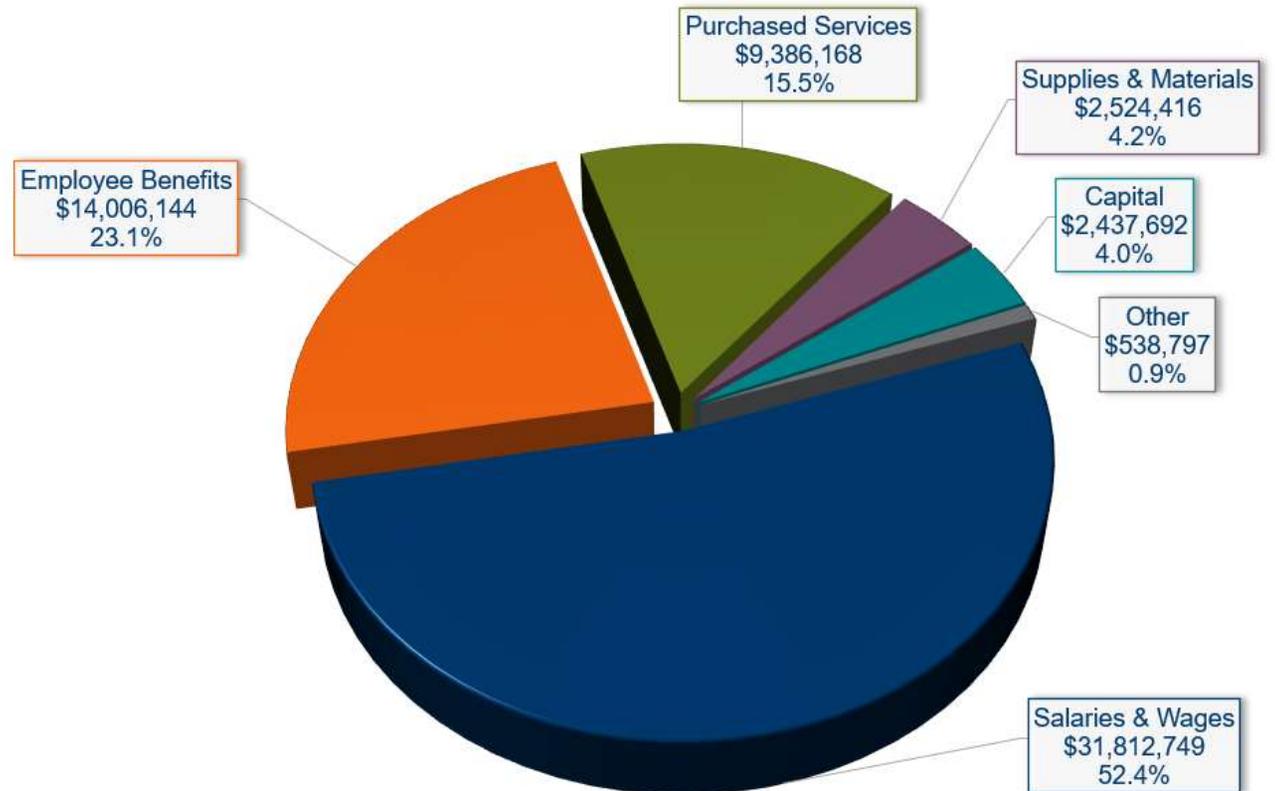
General Fund Revenue

2022-23 Budget
\$59,417,555



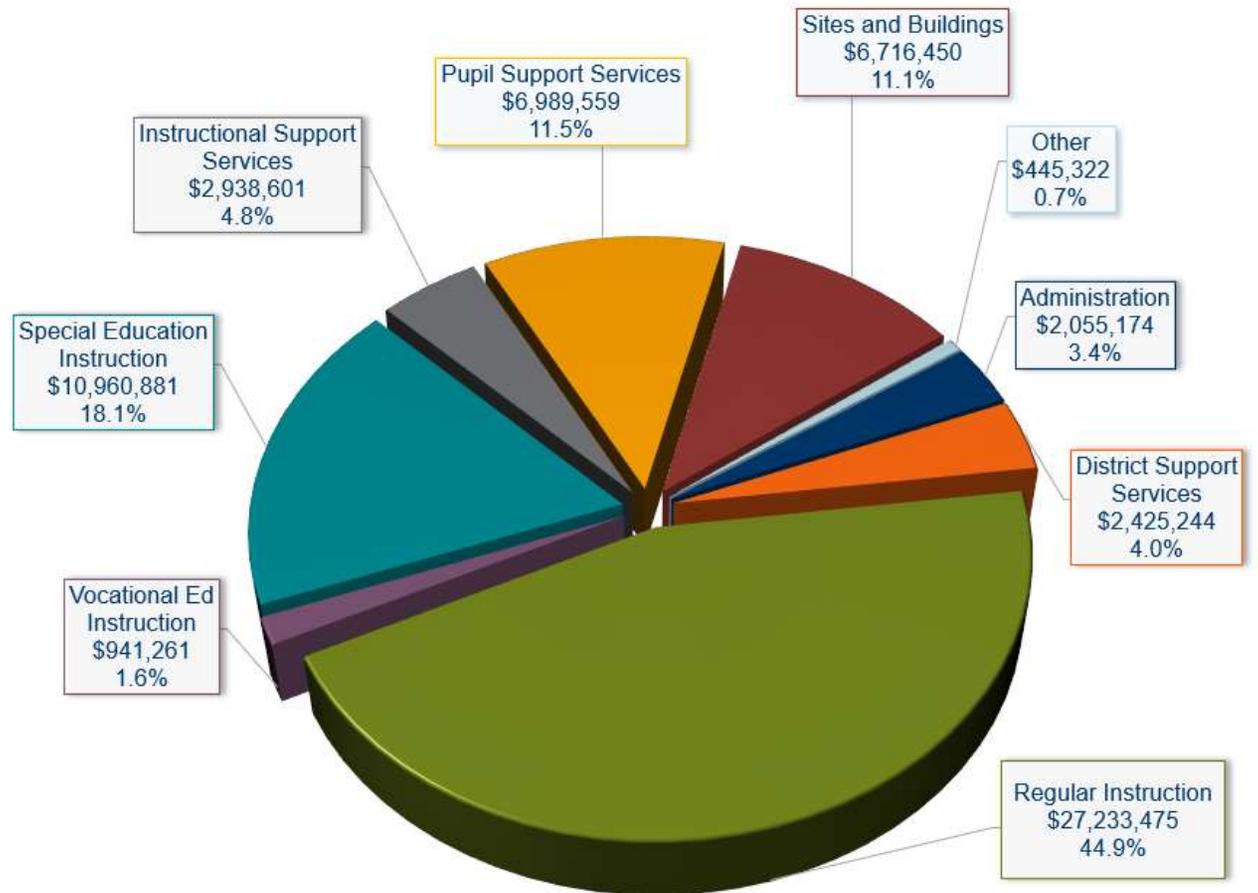
General Fund Expenditures - by Object -

2022-23 Budget
\$60,705,966



General Fund Expenditures - by Program -

2022-23 Budget
\$60,705,966



Payable 2023 Property Tax Levy



Determination of levy



Comparison of 2022 to 2023 levies



Reasons for changes in tax levy



Impact on taxpayers

Property Tax Background

- Every owner of taxable property pays property taxes to various “taxing jurisdictions” (county, city/township, school district, special districts) in which property is located
- Each taxing jurisdiction sets own tax levy, often based on limits in state law
- County sends bills, collects taxes from property owners & distributes funds back to other taxing jurisdictions

Sample of parcel specific notice mailed to every property owner between November 11 & November 24

Contents:

- Proposed property taxes compared to last year
 - By taxing jurisdiction
 - By voter approved & other for school district
- Time & place of public meetings



TAXPAYER(S):
John and Mary Johnson
123 Pine Rd S
Spruceville, MN 55555-5555

Property Information
PIN Number: 01.234.56.789.R1 Property Address: 789 Pine Rd S
Spruceville, MN 55555
Property Description: Lot 1, Block 1, Spruce Acres Subdivision

PROPOSED TAXES 2023			
THIS IS NOT A BILL. DO NOT PAY.			
VALUES AND CLASSIFICATION			
Step 1	Taxes Payable Year	2022	2023
	Estimated Market Value	\$125,000	\$150,000
	Homestead Exclusion	\$	\$23,800
	Taxable Market Value	\$125,000	\$126,200
	Class	Res N/Hmstd	Res Hmstd
PROPOSED TAX			
Step 2	Property Taxes before credits	\$1,502.46	
	School building bond credit	\$ 12.00	
	Agricultural market value credit		
	Other credits		
	Property Taxes after credits	\$1,550.46	
PROPERTY TAX STATEMENT			
Step 3	Coming in 2023		
The time to provide feedback on PROPOSED LEVIES is NOW			

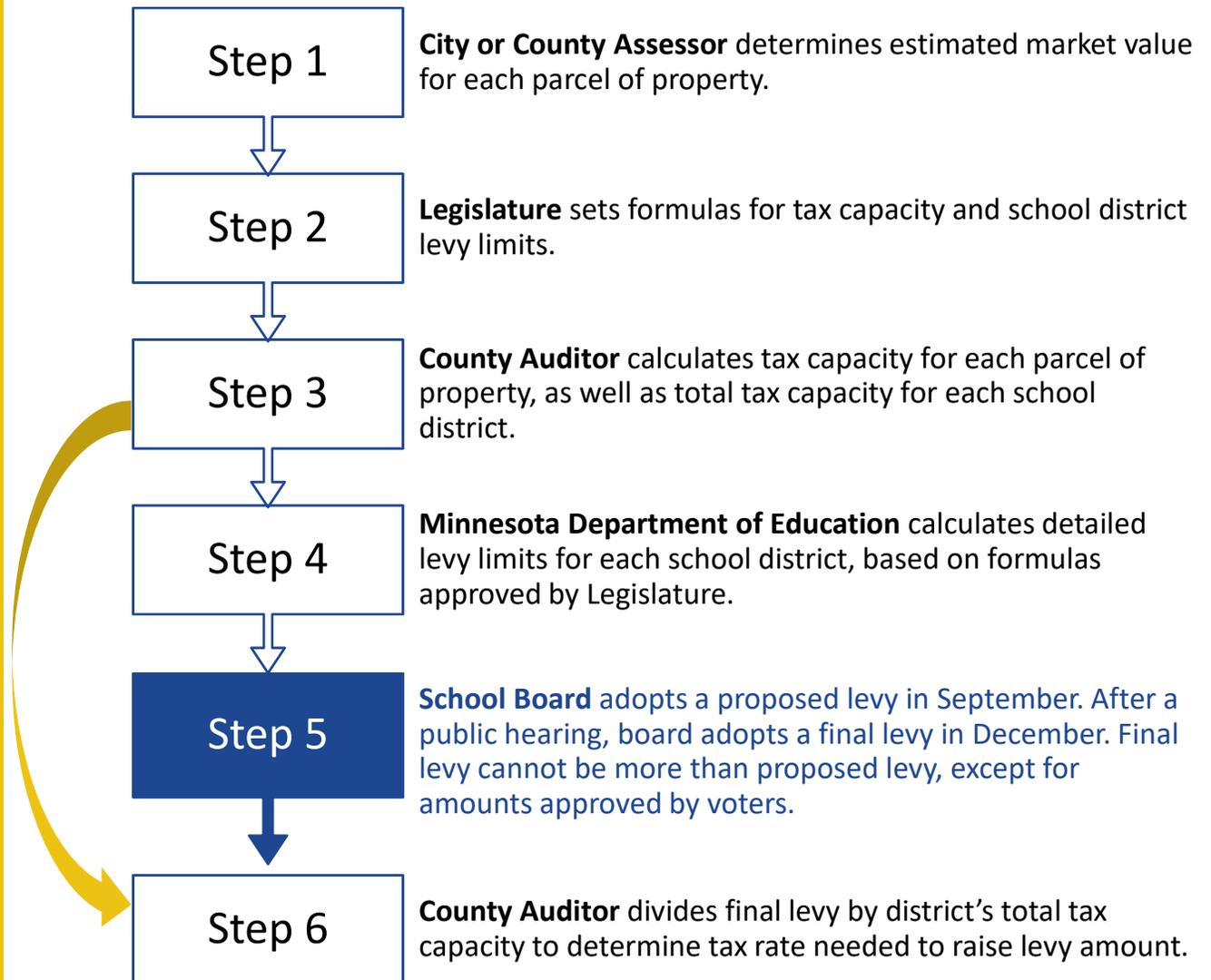
Proposed Property Taxes and Meetings by Jurisdiction for Your Property			
Contact Information	Meeting Information	Actual 2022	Proposed 2023
State General Tax	No meeting required	\$0	\$0
County of Spruce Spruce County Courthouse 123 Spruce St Spruceville, MN 55555 www.co.spruce.mn.us (555) 123-4567	December 2, 7:00 PM	\$438.06	\$484.18
City of Spruceville Mayor's Office 456 Spruce St Spruceville, MN 55555 www.ci.spruceville.mn.us (555) 123-7854	December 1, 6:30 PM Spruceville City Hall	\$275.70	\$312.06
Spruceville School District 080 150 1st St S Spruceville, MN 55555 www.spruceville.k12.mn.us (555) 123-6780 Voter Approved Levies Other Levies	December 9, 7:00 PM Spruceville High School Cafeteria	\$289.35 \$340.11	\$296.68 \$374.60
<i>Your school district was scheduled to hold a referendum at the November general election. If the referendum was approved by the voters, the school district's voter approved property tax for 2023 may be higher than the proposed amount shown in this notice.</i>			
Memo Special Taxing Districts		\$57.76	\$58.70
Spruceville Metropolitan Council www.sprucevillemetro.com (555) 555-5555 Spruceville, MN 55555	December 12, 7:30 PM Spruce Park Center 500 Pine St.		
Other Special Taxing Districts Tax Increment Tax	No meeting required No meeting required	\$13.80 \$10.15	\$13.02 \$11.22
Total excluding any special assessment:		\$1,422.02	\$1,698.46 9.8%

School District Property Taxes

- Each school district may levy taxes in over 40 different categories
- Maximum levy amounts (calculated by MDE) for each category are set by:
 - State law
 - Voter approval
- Property Tax Process
 - Key steps in process are summarized on next slide
 - Any of these steps may affect taxes on a parcel of property, but district has control over only 1 of 6 steps

School District Property Tax Process

Note: For certain levy categories, tax rates & levy amounts are based on referendum market value, rather than tax capacity.



Approval of District's Tax Levy in 2022 (Payable 2023)





Overview of District's Proposed Tax Levy

- Proposed Payable 2023 tax levy is an increase from 2022 of \$1,582,169 or 9.0%
- Changes by levy category and reasons for major increases & decreases in levy are included on following slides

Comparison of Actual Tax Levy Payable in 2022 to Proposed Levy Payable in 2023

Fund Levy Category	Actual Levy Payable in 2022	Proposed Levy Payable in 2023	\$ Change	% Change
General				
Voter Approved Operating Referendum	\$6,322,692	\$7,108,107	\$785,414	
Local Optional Revenue (LOR)	3,075,205	3,090,596	15,390	
Equity	422,456	413,331	(9,125)	
Operating Capital	486,243	504,649	18,406	
Other Post Employment Benefits (OPEB)	0	349,663	349,663	
Long Term Facilities Maintenance	1,479,665	1,456,661	(23,004)	
Instructional Lease	270,177	255,507	(14,670)	
Other	466,916	538,877	71,961	
Prior Year Adjustments	(109,843)	429,723	539,565	
Total, General Fund	\$12,413,511	\$14,147,112	\$1,733,601	14.0%
Community Service				
Basic Community Education	\$232,626	\$232,626	\$0	
Early Childhood Family Education	120,953	125,439	4,485	
School-Age Child Care	99,000	99,000	0	
Other	9,773	9,845	72	
Prior Year Adjustments	999	3	(996)	
Total, Community Service Fund	\$463,351	\$466,913	\$3,561	0.8%
Debt Service				
Voter Approved	\$4,541,985	\$4,539,045	(\$2,940)	
Long Term Facility Maintenance	310,634	311,723	1,089	
Reduction for Debt Excess	(210,662)	(363,559)	(152,897)	
Prior Year Adjustments	2,687	2,442	(245)	
Total, Debt Service Fund	\$4,644,645	\$4,489,651	(\$154,994)	-3.3%
Total Levy, All Funds	\$17,521,507	\$19,103,676	\$1,582,169	9.0%
Subtotal by Truth in Taxation Categories:				
Voter Approved	10,545,494	11,829,886	1,284,392	
Other	6,976,014	7,273,790	297,776	
Total	\$17,521,507	\$19,103,676	\$1,582,169	9.0%

Explanation of Levy Changes

Category:

- General Fund - Voter Approved Operating Referendum

Change:

- +\$785,414

Use of Funds:

- General Operating Expenses

Reason for Change:

- Voter approved operating referendum authority includes an annual inflationary increase
- Inflation factors are determined by State, as set in statute

Explanation of Levy Changes

Category:

- General Fund – Other Post Employment Benefits (OPEB)

Change:

- +\$349,663

Use of Funds:

- OPEB

Reason for Change:

- District is eligible to levy to pay for OPEB costs

Explanation of Levy Changes

Category:

- General Fund – Prior Year Adjustments

Change:

- +\$539,565

Use of Funds:

- Various

Reason for Change:

- Initial levies are based on estimates. In later years, amounts are updated and levies are retroactively adjusted.

Factors Impacting Individual Taxpayers' School Taxes

Many factors can cause a tax bill for an individual property to increase or decrease from year to year

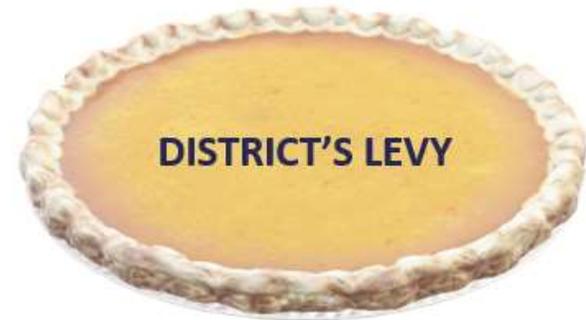
- Changes in value of individual property
- Changes in total value of all property within District
- Increases or decreases in levy amounts caused by changes in state funding formulas, local needs & costs, voter-approved referendums & other factors

What's happening with each slice?

Higher Market Value Increase = Bigger Slice



Lower Market Value Increase = Smaller Slice



Each Property Owner pays a portion of the pie

Impact of Property Valuations

Two properties in the district

- Both houses are valued at \$100,000

Total levy of \$500

- Each property will pay \$250 of levy

\$100,000



\$100,000



Impact of Property Valuations

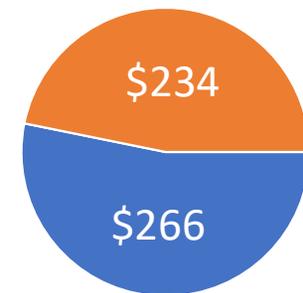
Two properties in the district

- Orange house value increases by 10%
- Blue house value increases by 25%

Total levy of \$500

- School District will still generate the same amount of levy even though values increased
- Orange house pays less
- Blue house pays more

\$110,000



\$125,000



Four Year School Levy Comparison

- Examples include school district taxes only & are shown based on no change and a 25.4% increase in property value for residential homes over the past four years
 - Actual changes in value may be more or less than this for any parcel of property
 - Intended to provide a fair representation of what happened to school district property taxes over this period for typical properties
- Examples are for property in City of Hastings
- Amounts for 2023 are preliminary estimates; final amounts could change slightly
- Estimates prepared by Ehlers (District's municipal financial advisors)

Estimated Changes in School Property Taxes, 2020 to 2023
 Based on No Changes in Property Values

Type of Property	Estimated Market Value	Actual Taxes Payable in 2020	Actual Taxes Payable in 2021	Actual Taxes Payable in 2022	Estimated Taxes Payable in 2023	Change in Taxes 2020 to 2023	Change in Taxes 2022 to 2023
Residential Homestead	\$100,000	\$374	\$350	\$339	\$324	-\$50	-\$15
	200,000	815	762	738	702	-113	-36
	300,000	1,256	1,174	1,137	1,079	-177	-58
	400,000	1,696	1,587	1,536	1,456	-240	-80
	500,000	2,123	1,986	1,923	1,823	-300	-100
Commercial/Industrial #	\$250,000	\$1,094	\$1,037	\$976	\$944	-\$150	-\$32
	500,000	2,272	2,155	2,026	1,957	-315	-69
	1,000,000	4,629	4,392	4,126	3,982	-647	-144
Agricultural Homestead (average value per acre of land and buildings)	\$5,000	\$3.19	\$2.87	\$2.61	\$2.16	-\$1.03	-\$0.45
	7,500	\$4.78	\$4.30	\$3.92	3.24	-1.55	-0.68
	10,000	\$6.38	\$5.74	\$5.23	4.31	-2.06	-0.92

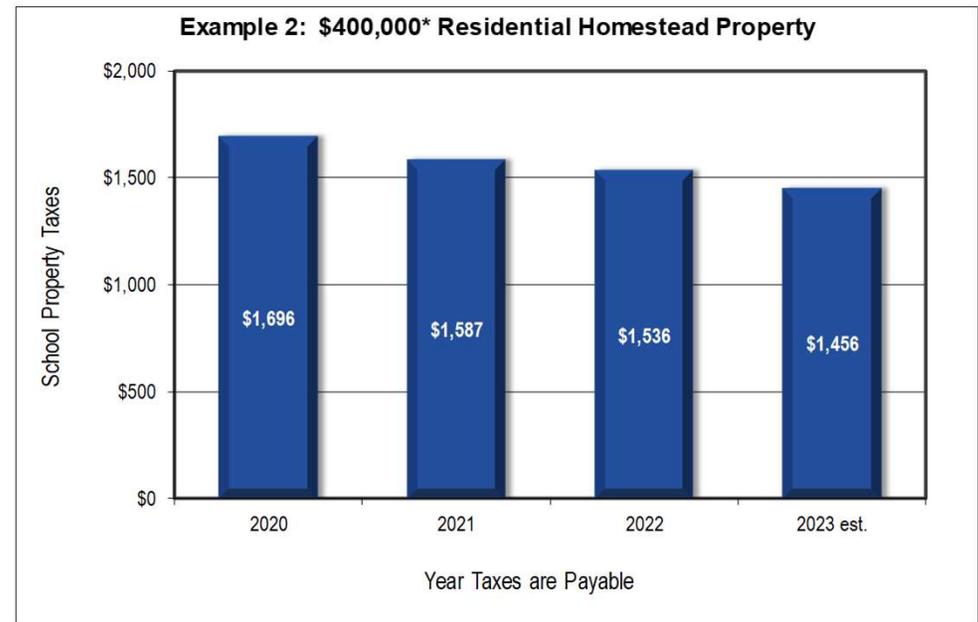
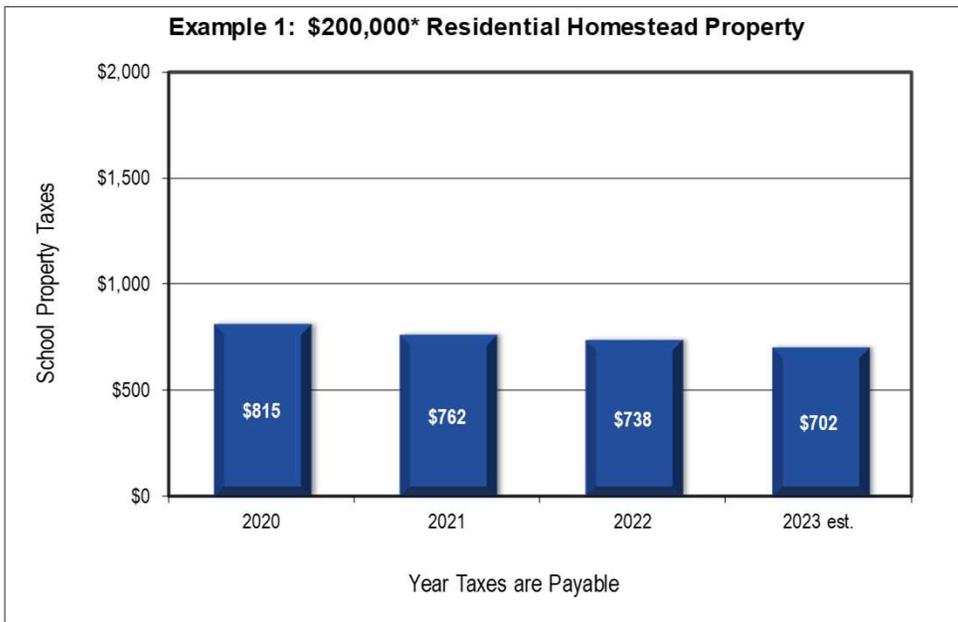
For commercial-industrial property, amounts above are for property in the City of Hastings. Taxes for commercial-industrial property in other municipalities may be slightly different, due to the impact of the Fiscal Disparities Program.

General Notes

1. Amounts are based on school district taxes only, and do not include taxes for city or township, county, state, or other taxing jurisdictions.
2. Estimates of taxes payable in 2023 are preliminary, based on the best data available.
3. For all examples of properties, taxes are calculated based on no changes in estimated market value from 2020 to 2023.
4. For agricultural property, estimates of taxes include impact of School Building Bond Agricultural Credit. Average value per acre is total estimated market value of all land and buildings, divided by total acres. Homestead examples do not include value of house, garage, and one acre, for which tax impact will be same as on a residential homestead property. This calculation does not include impact of Agricultural Homestead Credit, which reduces taxes on each parcel of agricultural homestead property by varying amounts.

Estimated Changes in School Property Taxes, 2020-23

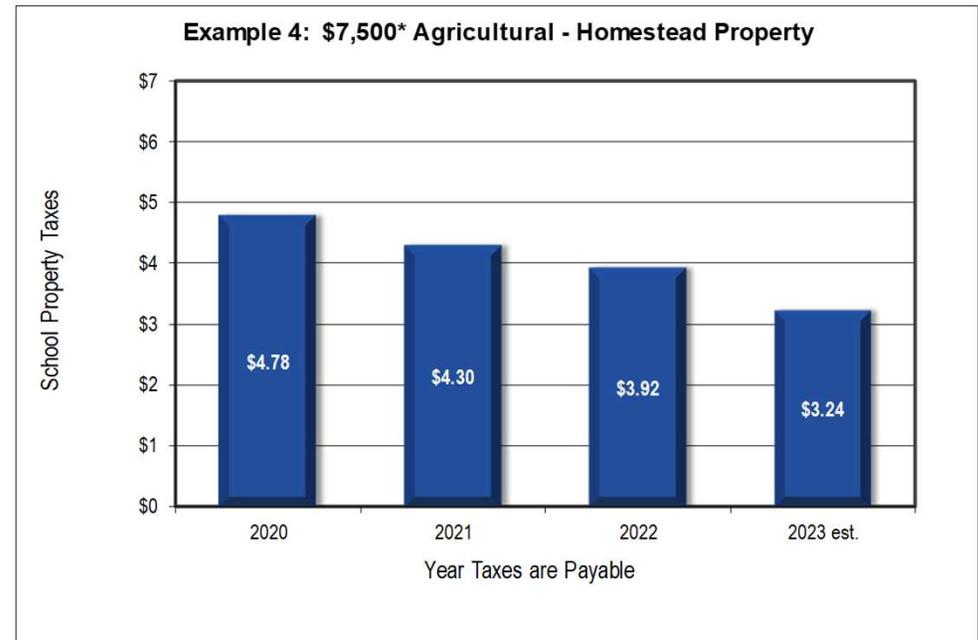
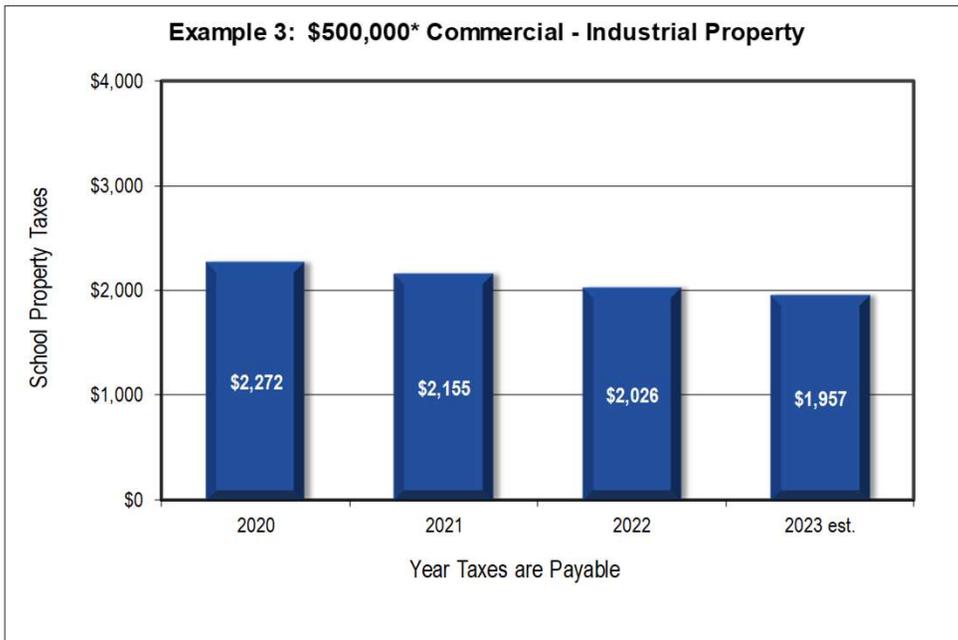
Based on No Changes in Property Value



* Estimated market value for taxes payable in 2023. Taxes are calculated based on no changes in market value from 2020 to 2023.

Estimated Changes in School Property Taxes, 2020-23

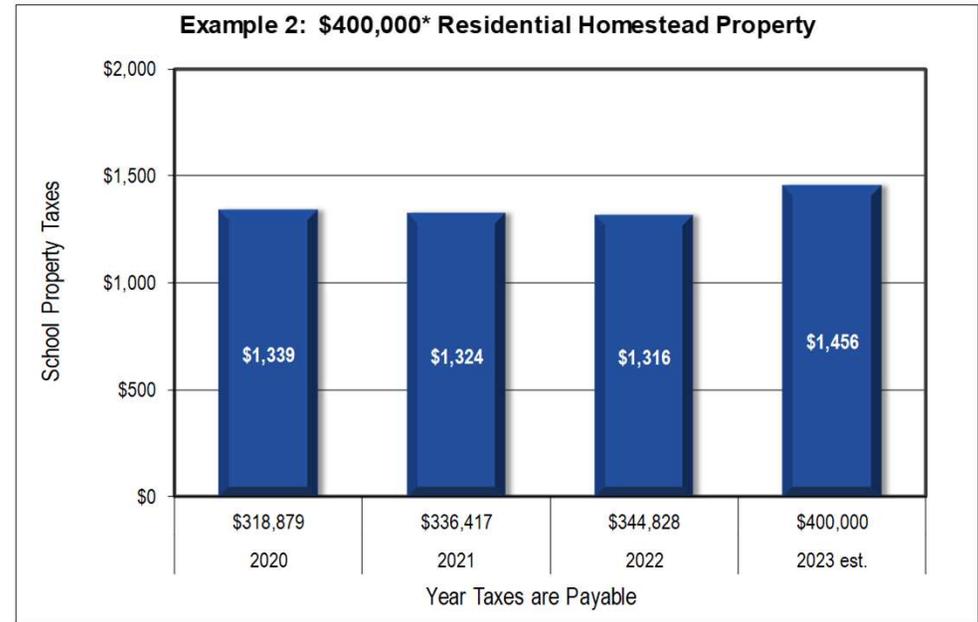
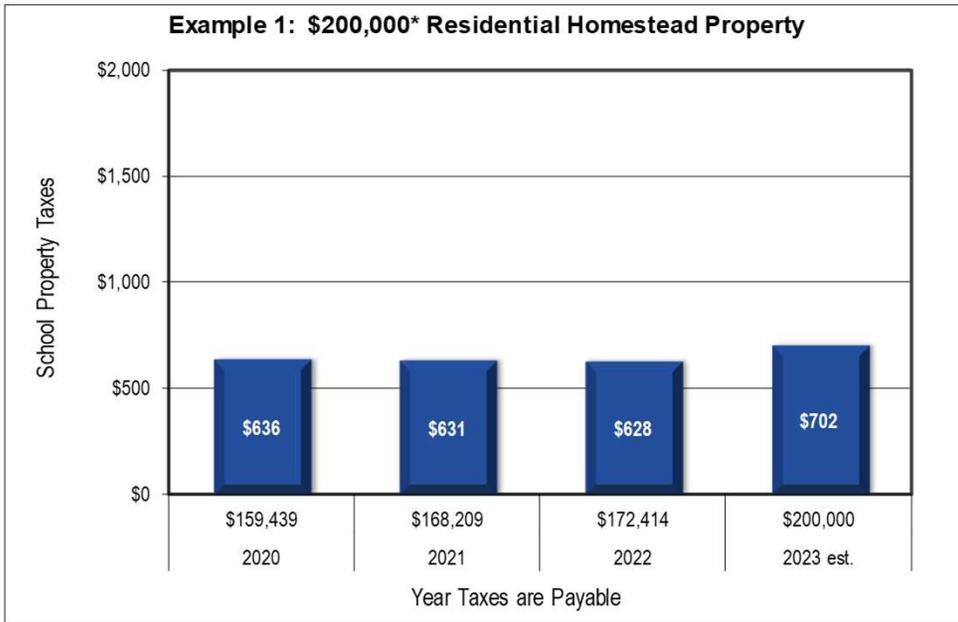
Based on No Changes in Property Value



* Estimated market value for taxes payable in 2023. Taxes are calculated based on no changes in market value from 2020 to 2023.

Estimated Changes in School Property Taxes, 2020-23

Based on 25.4% Cumulative Changes in Property Value



* Estimated market value for taxes payable in 2023. Taxes are calculated based on changes in market value of 5.5% from 2020 to 2021, 2.5% from 2021 to 2022 and 16.0% from 2022 to 2023.

State Property Tax Refunds & Deferral

Homestead Credit Refund

- Available for all homestead property, both residential and agricultural (house, garage and one acre (HGA) only)
- Refund is sliding scale, based on total property taxes and income (maximum refund is \$2,930 for homeowners and \$2,280 for renters)

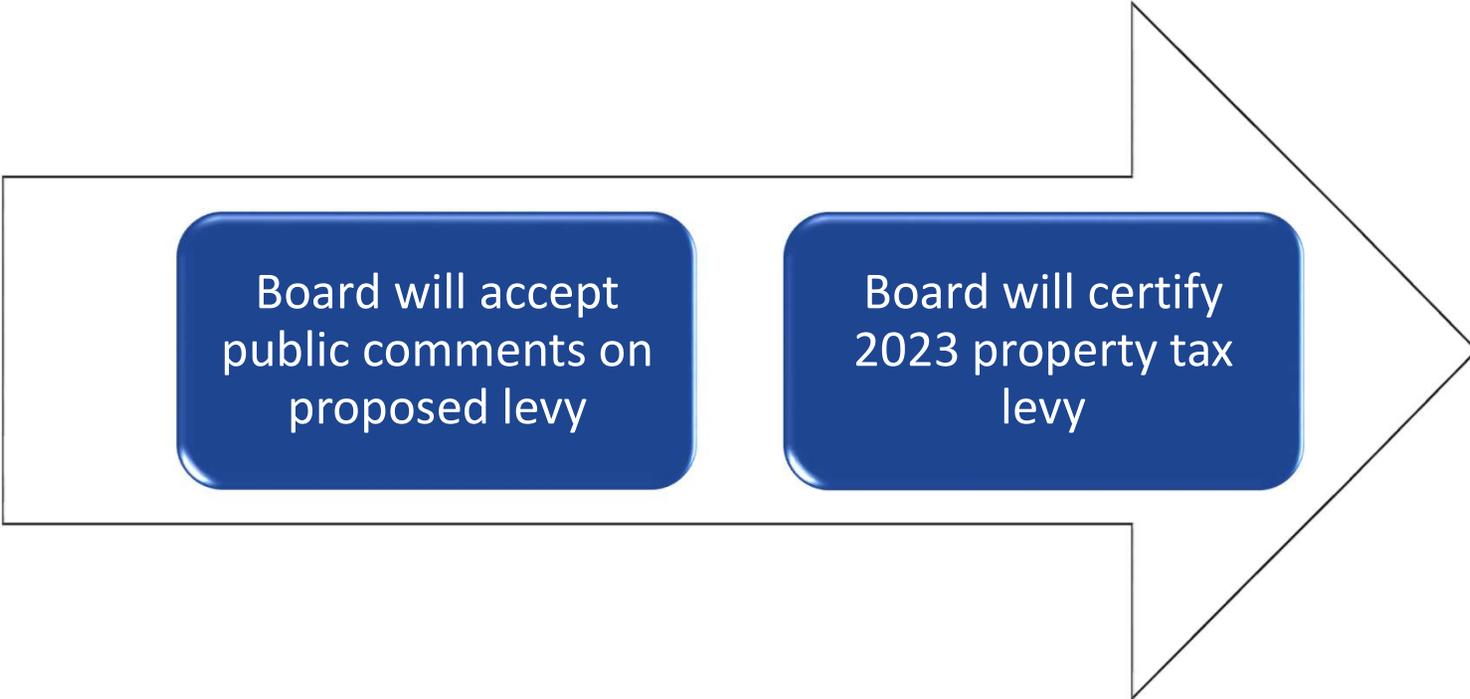
Special Property Tax Refund

- Available for all homestead property, both residential & agricultural (HGA only) with a gross tax increase of at least 12% and \$100 over prior year
- Refund is 60% of tax increase that exceeds greater of 12% or \$100 (max \$1,000)

Senior Citizen Property Tax Deferral

- Allows people 65 years of age or older with household income of \$60,000 or less to defer a portion of property taxes on their home
- Deferred property taxes plus accrued interest must be paid when home is sold or homeowner(s) dies

Next Steps

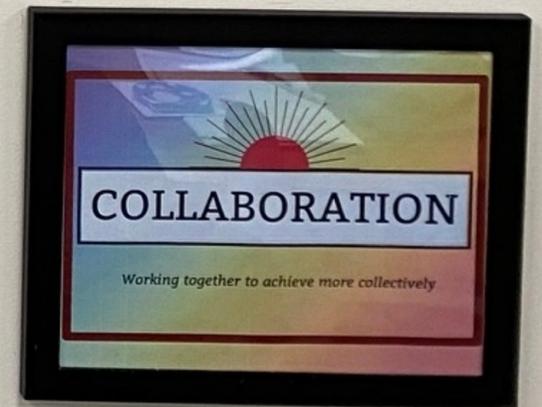
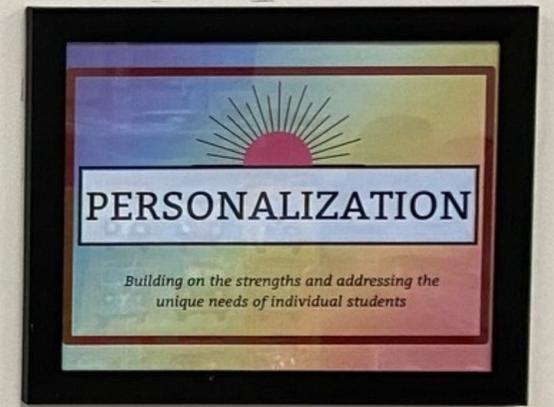
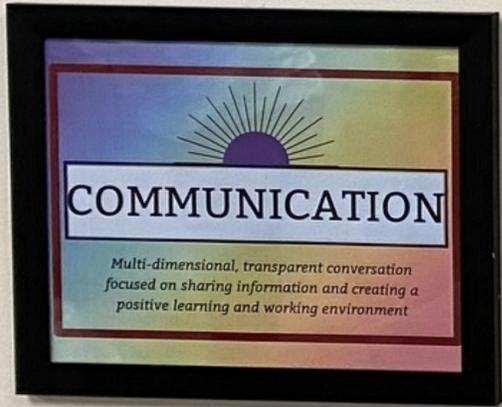
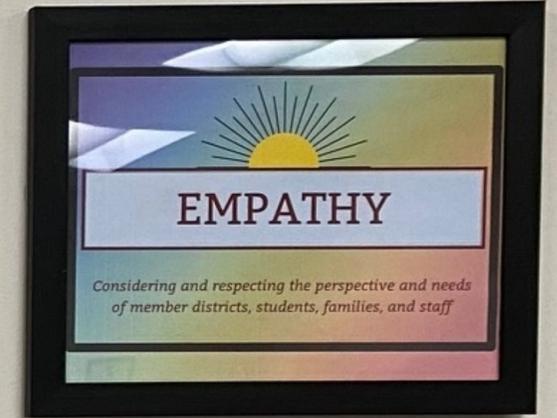
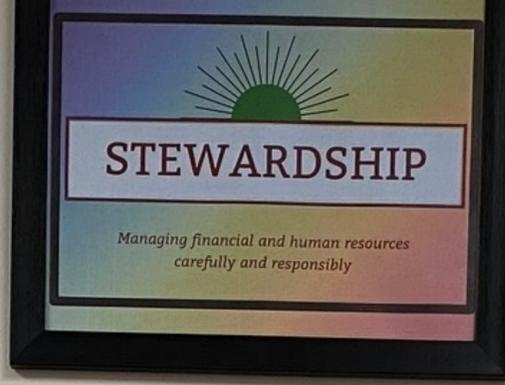


Board will accept
public comments on
proposed levy

Board will certify
2023 property tax
levy



PUBLIC COMMENTS





BRIDGE TO SUCCESS

Hastings Public Schools

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

Finance Committee Mission

The mission of the Finance Committee is to provide strategic oversight of budget and financial activities on behalf of ISD 200. The Committee will support sustainability, transparency, and equity throughout the School Board and the community at large. This will in turn enhance public confidence in the district's ability to effectively handle its financial affairs through the communication of the results of its work to the School Board, and by educating the public regarding the financial position and outlook for the District.

Finance Committee Meeting:

Time: December 6, 2022 at 8:15 AM Central Time District Office Meeting Room A

Attendees: Superintendent Bob McDowell, Director of Finance Jen Seubert, Lisa Hedin, and Carrie Tate. One citizen was present.

1. **OPEB Contributions for 22-23 and 23-24** - Reviewed background and upcoming contributions in accordance with a 12 year amortization schedule.
2. **Review Revised Budget 2022-23**
3. **Levy Next Steps**
 - a. Update budget projection model (December/January)
 - b. Board work session - Long Range Planning and Survey Discussion (February/March)
 - c. Community Survey (April/May)
 - d. Board Decision (June)
 - e. Election (November)
4. Should the school board decide to continue the Finance Committee next year, the next committee meeting will be scheduled for March 2023. The anticipated agenda is the FY23-24 adopted budget assumptions.

Committee Action Items - None.



BRIDGE TO SUCCESS

Hastings Public Schools

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

Policy Committee Mission

The Hastings School Board Policy Committee serves to review and revise current policies, and propose policy changes for adoption based on statute, at the direction of the School Board or administrator, and as identified for the benefit for the students and staff of ISD 200.

Policy Committee Meeting

Time: November 30, 2022 4:00PM Central Time (US and Canada)

Attendees: Jessica Dressely, Krista Giesen, Lisa Hedin, Stephanie Malm, Bob McDowell

Committee Agenda

1. **Policy 208 Development of Policies:** first read in December, recommend adoption.

 2. **Policy 506 Student Discipline:** No recommended changes to the policy. The policy is in its 2nd year since it was developed and is working well. Recommend keeping as-is and approving the review in December.
Note: because there are no changes, per policy 208, this can go to approval without a first or second read.

Related question because this policy is a good example of the policy/procedures split with the affiliated discipline matrix. Administration will brainstorm ideas of where these should be housed and bring their recommendations to the policy committee.

 3. **Policy 806 Crisis Management Policy:** Administration will review our current policy and the MSBA policy and provide redline changes/recommendations at our December 15th policy committee meeting.

 4. **Policy 428 Ethical Behavior:** This policy is unique to ISD 200 and the language comes out of the Uniform Grant Manual. This policy is with legal for an opinion on if the district needs this policy. If they advise us to keep it, the recommendation is to rename the policy to fit in the 700 series policies because it's specific to finance and doesn't necessarily fit in the 400 series policies.

 5. **Policy 206 Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations:** At our November work session, many board members expressed a desire to hold the public comment portion at 6pm and start the business meeting at 6:15pm. Other than that, there seemed to be little consensus on any of the specific items the policy committee needed clarification on. The policy committee is going to reach out to MSBA to get their opinion on how to approach our policy 206 concerns. Another idea is to move the public comment to a work session instead of a business meeting. This could benefit us, and the public:
 1. If no one signs up to speak to us, we can move right into our work session topics without concern of violating open meeting law.
 2. If an agenda item is discussed in public comment, we will have two weeks to digest what the public is saying. This allows for thoughtful consideration, follow-up discussions, and allows time for further clarification well before we take a vote on an issue.
-

6. Policy 417 (Follow-up from November 22nd Board Meeting): Policy is for employees of the district (an employee cannot go out and drink and then show up to work), do not recommend adding visitors to policy applicability. Recommend changes to section IIa (see strikethroughs). section IVc2 "may" vs lined out "shall": not always going to be suspended.

Policy is for employees of the district (an employee cannot go out and drink and then show up to work), do not recommend adding visitors to policy applicability.

7. Policy 722 (Follow-up from November 22nd Board Meeting): We need to keep this, legal reviewed this and inclined to keep their recommendation to keep it as written.

8. December Policy Committee Meeting: review what we didn't get to on 11/30 and scrub the policy tracker to make sure it's up-to-date and ready for the CY2023 Policy Committee to start their 3-year review cycle.



208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

I. PURPOSE

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to continue to be an ongoing effort.

II. GENERAL STATEMENT OF POLICY

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policy statements shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form which is sufficiently explicit to guide administrative action.

III. DEFINITIONS

- A. “Adopted” is the date (as of review cycle 2023) when a policy was initially approved by the school board.
- B. “Reviewed” is the date (as of review cycle 2023) that a policy was evaluated and approved by the school board without any modifications.
- C. “Revised” is the date (as of review cycle 2023) that a policy was evaluated and approved by the school board with modifications.

IV. DEVELOPMENT OF POLICY

- A. The school board has jurisdiction to legislate policy with the force and effect of law for the school district. School district policy provides the school board’s general direction for the school district while delegating implementation to the administration.
- B. The school board’s written policies provide guidelines and goals to the school community. The policies shall be the basis for the guidelines and directives created by the administration. The school board shall determine the effectiveness of the policies by evaluating periodic reports from the administration.
- C. Policies may be proposed by a school board member, employee, student or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

V. ADOPTION OF POLICY

- A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item for “reading” on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed ~~school board listening session comments to the school board~~ at both meetings prior to final school board action. The Board may vote after the second policy reading, but will follow a general practice of voting at a subsequent meeting.
- B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a subsequent meeting after the meetings at which public input was received. The proposed policy for final action will be included in the Item for Action portion of the meeting agenda. The policy will be effective on the latter of the date of passage or the date stated in the motion.
- C. In an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The emergency policy shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency situation.
- D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

VI. IMPLEMENTATION OF POLICY

- A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review ~~and approval~~ by the school board.
- B. All School Board policies will be posted on the official district website. Each school board member shall have access to this policy manual. A copy shall be placed in the office of each school attendance center. A physical copy of the policy manual will be maintained at the District Office and made available for reference purposes to other interested persons.
- C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping policies current.

- D. The school board shall review policies at least once every three years. ~~The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually.~~ In addition, the school board shall review the following policies annually: ~~410 Family and Medical Leave Policy; 413 Harassment and Violence; 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse; 415 Mandated Reporting of Maltreatment of Vulnerable Adults; 506 Student Discipline; 514 Bullying Prohibition Policy; 522 Student Sex Nondiscrimination; 524 Internet Acceptable Use and Safety Policy; 616 School District System Accountability; 722 Public Data Requests~~ and 806 Crisis Management Policy.
- E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the mission, educational philosophy, and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

Cross References: MSBA/MASA Model Policy 305 (Policy Implementation)

Policy Reviewed: 02.23.2022

Policy Adopted: 08.26.2020

Policy Revised: 02.23.2022



417 CHEMICAL USE AND ABUSE

I. PURPOSE

The school board recognizes that chemical use and abuse constitutes a grave threat to the physical and mental well-being of students and employees and significantly impedes the learning process. Chemical use and abuse also creates significant problems for society in general. The school board believes that the public school has a role in education, intervention, and prevention of chemical use and abuse. The purpose of this policy is to assist the school district in its goal to prevent chemical use and abuse by providing procedures for education and intervention.

II. GENERAL STATEMENT OF POLICY

- A. Use ~~or possession~~ of controlled substances, ~~toxic substances~~, medical cannabis, ~~toxic substances~~, and alcohol ~~before, during, or after school hours~~, at school or in ~~any other district school location~~, is prohibited in ~~the school setting in~~ accordance with school district policies with respect to a Drug-Free Workplace/Drug-Free School.
- B. The ~~policy of this~~ school district shall develop, implement, and evaluate ~~comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement~~. ~~is to provide an instructional program in every elementary and secondary school in chemical abuse and the prevention of chemical dependency.~~
- C. ~~Every~~ The school ~~district~~ that participates in a school district chemical abuse program shall establish ~~and maintain in every school a~~ chemical abuse preassessment team. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
- ~~D. The superintendent, with the advice of the school board, shall be responsible for establishing a school and community advisory team to address chemical abuse problems in the district, as necessary.~~
- ~~DE. The school district shall establish and maintain a drug-free awareness program for to educate and assist its employees, students and others in understanding this policy and the goals of achieving drug-free schools and workplaces.~~

III. DEFINITIONS

- A. “Chemical abuse,” as applied to students and employees, means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the ~~minor’s student’s~~ normal function in academic, school, or social activities is chronically impaired.
- B. ~~“Chemicals” includes, but is not limited to, alcohol, toxic substances, medical cannabis, and controlled substances as defined in the school district’s Drug-Free Workplace/Drug-Free School policy. “Controlled substances,” as applied to the chemical abuse assessment of students, means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statutes section 152.02 and “marijuana” as defined in Minnesota Statutes section 152.01, subdivision -, but not distilled spirits, wine, malt beverages, intoxicating liquors or tobacco. As otherwise defined in this policy, “controlled substances” include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.~~
- C. “Drug Prevention,” means prevention, early intervention, rehabilitation referral, recovery support services, or education related to the illegal use of drugs, such as raising awareness about the consequences of drug use that are evidence based.
- ~~C. “Use” includes to sell, buy, manufacture, distribute, dispense, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration.¶~~
- ~~D. “School location” includes any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off-school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.~~
- D. “Teacher,” means all persons employed in a public school or education district or by a service cooperative as members of the instructional, supervisory, and support staff including superintendents, principals, supervisors, secondary vocational and other classroom teachers, librarians, counselors, school psychologists, school nurses, school social workers, audio-visual directors and coordinators, recreation personnel, media generalists, media supervisors, and speech therapist.¶

~~3. Each school shall have activities that involve families, community sectors (which may include appropriately trained seniors), and a variety of drug and violence prevention providers in setting clear expectations against violence and illegal use of drugs and appropriate consequences for violence and illegal use of drugs.~~

~~4. Each school shall disseminate drug and violence prevention information within the school and to the community.~~

~~5. Each school shall have professional development and training for, and involvement of, school personnel, student services personnel, parents, and interested community members in prevention, education, early identification and intervention, mentoring, or rehabilitation referral, as related to drug and violence prevention.~~

~~6. Each school shall have drug and violence prevention activities that may include the following:~~

~~a. Community-wide planning and organizing activities to reduce violence and illegal drug use, which may include gang activity prevention.~~

~~b. The hiring and mandatory training, based on scientific research, of school security personnel who interact with students in support of youth drug and violence prevention activities under this policy that are implemented in the school.~~

~~c. Conflict resolution programs, including peer mediation programs that educate and train peer mediators and a designated faculty supervisor, and youth anti-crime and anti-drug councils and activities.~~

~~d. Counseling, mentoring, referral services, and other student assistance practices and programs, including assistance provided by qualified school-based mental health services providers and the training of teachers by school-based mental health services providers in appropriate identification and intervention techniques for students at risk of violent behavior and illegal use of drugs.~~

~~e. Programs that encourage students to seek advice from, and to confide in, a trusted adult regarding concerns about violence and illegal drug use.~~

BC. Reports of Use, Possession, or Transfer of Alcohol or a Controlled Substance Chemical Use and Abuse

1. A teacher in a nonpublic school participating in a school district chemical use program, or a public school teacher, who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school's chemical abuse preassessment team, or staff member assigned duties similar to those of such a team, of this information.

~~In the event that a school district employee knows that a student is abusing, possessing, transferring, distributing, or selling chemicals in a school location:~~

¶

~~a. The employee shall immediately either take the student to an administrator or notify an appropriate administrator of the observation and continue to observe the student until the administrator arrives.~~

¶

~~b. The administrator will notify the student's parents. If there is a medical emergency, the administrator will notify the school nurse and/or outside medical personnel as appropriate.~~

¶

~~c. The administrator will notify law enforcement officials, the student's counselor, and the chemical preassessment team.~~

¶

~~d. The administrator and/or law enforcement officials will confiscate the chemicals and/or conduct a search of the student's person, effects, locker, vehicle, or areas within the student's control. Searches by school district officials shall be in accordance with school board policies regarding search and seizure.~~

¶

~~e. The school district will take appropriate disciplinary action in~~

~~compliance with the student discipline code. Such discipline may include immediate suspension, initiation of expulsion proceedings, and/or referral to a detoxification center or medical center.~~

2. ~~If a school district employee has reason to believe that a student is abusing, possessing, transferring, distributing, or selling chemicals:~~

¶

~~a. The employee shall notify the building administrator or a member of the preassessment team and shall describe the basis for the suspicion. The building administrator and/or team will determine what action should be taken. Action may include conducting an investigation, gathering data, scheduling a conference with the student or parents, or providing a meeting between a single member of the team and the student to discuss the behaviors that~~

~~have been reported and attempting to ascertain facts regarding chemical abuse.¶¶~~

¶¶

~~b. The team may determine there is no chemical abuse. If the team determines there is chemical abuse, the team will select an appropriate course of action, which may include referral to a school counselor; referral to a treatment program; referral for screening, assessment, and treatment planning; participation in support groups; or other appropriate measures.~~

32. Students involved in the abuse, possession, transfer, distribution, or sale of chemicals ~~may~~ shall be suspended and proposed for expulsion in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minnesota Statutes, section ~~Minn. Stat. §~~ 121A.40-121A.56, and proposed for expulsion.

34. Searches by school district officials in connection with the ~~use~~ abuse, possession, or transfer, ~~distribution, or sale~~ of alcohol or a controlled substance ~~chemicals~~ will be conducted in accordance with school board policies related to search and seizure.

4. Nothing in paragraph IV.B.1. Prevents a teacher or any other school employee from reporting to a law enforcement agency any violation of law occurring on school premises or at school sponsored events.

€D. Preassessment Team

1. Every school that participates in a school district chemical abuse program shall ~~establish~~ have a chemical abuse preassessment team designated by the superintendent or designee. The team ~~must~~ will be composed of classroom teachers, administrators, and to the extent they exist in the school, school nurse, school counselor or psychologist, social worker, chemical abuse specialist, and other appropriate professional staff. For schools that do not have a chemical abuse program and team, the superintendent or designee will assign these duties to a designated school district employee. ~~to the extent they exist in each school, such as the school nurse, school counselor or psychologist, social worker, chemical abuse specialist, or others.¶¶~~

2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.

3. Within forty-five (45) days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and

community services in connection with chemical abuse.

ED. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to ~~Minnesota Statutes, section Minn. Stat. §~~ 13.32 and applicable federal law and regulations.
2. Destruction of Records
 - a. If the preassessment team decides not to provide a student and, in the case of a minor, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.
 - b. If the team decides to provide the student and, in the case of a minor or a dependent student, the student's parents with ~~such~~ information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the student is no longer enrolled in the district.
 - c. ~~This section shall govern~~ Destruction of records identifying individual students shall be governed by paragraph IV.E.2. notwithstanding ~~Minnesota Statutes, section provisions of the Records Management Act, Minn. Stat. §~~ 138.163 (Preservation and Disposal of Public Records).

FE. Consent

Any minor may give effective consent for medical, mental, and other health services to determine the presence of or to treat conditions associated with alcohol and other drug abuse, and the consent of no other person is required.

F.

V. EMPLOYEES

A. ~~The school district shall establish~~ superintendent or designee shall undertake and maintain a drug-free awareness and prevention program to inform employees, students, and others about:

1. ~~The dangers of drug and health risks of chemical~~ abuse in the workplace/school.

2. The school district's ~~drug-free workplace/drug-free school~~ policy of maintaining a drug-free workplace.
 3. ~~Any~~ available drug ~~or alcohol~~ counseling, ~~treatment~~, rehabilitation, ~~re-entry~~, and/or ~~employee~~ assistance programs ~~available to employees and/or students~~.
 4. The penalties that may be imposed on employees for drug abuse violations.
- B. The ~~school district superintendent or designee~~ shall notify any federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice ~~from the employee or otherwise receiving actual notice of any criminal drug statute conviction of an employee for a criminal drug statute violation occurring in the workplace. To facilitate the giving of such notice, any employee aware of such a conviction shall report the same to the superintendent.~~¶

Legal References:

Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 124D.695 (Approved Recovery Program Funding)
Minn. Stat. § 126C.44 (Safe Schools Levy)
Minn. Stat. § 138.163 (Preservation and Disposal of Public Records) ~~Records Management Act~~
Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances; Administration of Chapter)
Minn. Stat. § 152.22 (~~Medical Cannabis~~; Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (~~Medical Cannabis~~; Limitations; Medical Cannabis)
Minn. Stat. § 299A.33 (DARE Program)
Minn. Stat. § 466.07, subd. 1 (Indemnification Required)
Minn. Stat. § 609.101, subd. 3(e) (Controlled Substance Offenses; Minimum Fines)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. §§ 7101-7122~~65~~ (Student Support and Academic Enrichment Grants) ~~Safe and Drug-Free Schools and Communities Act~~
20 U.S.C. § 5812 (National Education Goals)
20 U.S.C. § 7175 (Local Activities)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
34 C.F.R. Part 84 (Government-~~w~~Wide Requirements for Drug-Free Workplace)

Cross References: MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug Free School)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

Policy Reviewed: 01/27/2021
Policy Adopted: 01/27/2021
Policy Revised: 01/19/2021



623 MANDATORY SUMMER SCHOOL INSTRUCTION

I. PURPOSE

The purpose of this policy is to establish program parameters and student attendance guidelines and requirements for the school district relating to the provision of mandatory summer school educational services.

II. GENERAL STATEMENT OF POLICY

Summer school educational services and instruction shall be directed toward the fulfillment of the goals and objectives of the educational program and graduation standards of the school district.

III. PROCEDURES

A. The school district shall offer summer school instruction providing opportunities for:

- 1. Remedial instruction at the _____ level(s);**
- 2. Make-up and review courses at the _____ level(s);**
- 3. Special education instruction and services related to mandatory summer school instruction consistent with applicable state and federal authority for all qualified disabled children where appropriate to their educational needs;**
- 4. Reading intervention programs or instruction for students who are at risk of not learning to read before the end of second grade; and**
- 5. Other mandatory summer school programs as determined by the school district.**

B. All services of the summer school program will be free to residents of the school district whose need for a summer program has been identified by teachers or the school principal and who are required to attend pursuant to established school district criteria and the provisions of this policy.

C. The summer school curriculum will be established in line with the needs of students and in accordance with rules of the Department of Education. Remedial, make-up and review courses shall provide opportunities for students to qualify for promotion and/or credit in areas and subjects where previous work has not met promotion/credit standards. It shall further be designed to assist students who have not passed one or more basic requirements tests and who are in need of remediation services relating to the school district's graduation standards or who

have been identified as at risk of not learning to read before the end of second grade.

- D. Summer school provides the opportunity for students to improve basic skills, further their academic progress, and/or accelerate in designated academic areas. It is the intent of the school district to ensure that courses taught during the summer session are of the same level of instructional breadth and difficulty as provided during the regular school year.

IV. MANDATORY SUMMER SCHOOL INSTRUCTION

The school board will direct the administration to identify and develop specific criteria and standards for determining which students must receive summer school instruction. These will be provided to the school board for review and approval on no less than an annual basis. Following school board approval, the criteria and standards for mandatory summer school instruction will be included in this policy as Attachment A and incorporated herein by reference.

V. TRANSPORTATION SERVICES

- A. The school district shall make available transportation services for all students required to receive instruction in the school district's summer school program in accordance with Minn. Stat. § 120A.22, Subd. 5(b). The school district recognizes that transportation is an essential part of the school district services to students and parents but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.
- B. The school board shall retain sole discretion, control and management of scheduling routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, and any other matter relating to the provision of transportation services.

VI. SCHOOL BOARD REVIEW

The superintendent or designated representative shall report at least annually to the school board regarding the status and utilization of programs under this policy. All summer school programs will be subject to annual review and approval by the school board.

Legal References: Minn. Stat. § 120A.20 (Admission to Public School)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120B.12 (Reading Proficiently no
Later than the End of Grade 3)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)

Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 125A.50 (Alternative Delivery of Specialized Instructional Services)
Minn. Rules Part 3501 (Graduation Standards)

Cross References: MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 605 (Alternative Programs)
MSBA/MASA Model Policy 707 (Transportation of Public School Students)

Policy Reviewed: 02.08.2022

Policy Adopted: 12.13.2006

Policy Revised: 02.23.2022



722 PUBLIC DATA REQUESTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. Government Data:

“Government Data” means all recorded information that the school district has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

B. Inspection

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

C. Public Data

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

D. Responsible Authority

“Responsible authority” means the individual designated by the school board as

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

E. Summary Data

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

IV. REQUESTS FOR PUBLIC DATA

A. All requests for Public Data must be made in writing directed to the responsible authority.

1. A request for public data must include the following information:
 - a. Date the request is made;
 - b. A clear description of the data requested;
 - c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
 - d. Method to contact the requestor (such as phone number, address, or email address).
2. A requestor is not required to explain the reason for the data request.
3. The identity of the requestor is public, if provided, but cannot be required by the government entity.
4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows.

1. ~~The responsible authority will respond~~
The responsible authority will notify the requestor in writing as follows:

~~to a data request at reasonable times and places as follows:~~

- a. The requested data does not exist; or
 - b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
 - i. If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requester of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
 - ii. Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.
 - c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.
2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.
 3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
 4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide

responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.

5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

V. REQUEST FOR SUMMARY DATA

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

- C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. COSTS

A. Public Data

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

B. Summary Data

- 1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.
- 2. The school district may assess costs associated with the preparation of summary data as follows:

- a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;
- b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

~~**The Data Practices Contact is the Director of Human Resources.**~~

VII. Annual Review and Posting

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

The Data Practices Contact is the Director of Human Resources

Legal References:

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

Cross References:

Minn. Stat. 13.025 (Government Entity Obligation)
 MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

Policy Reviewed: 11/18/2020
Policy Revised: 11/18/2020
Policy Adopted: 06/19/2019

HR PERSONNEL REPORT

Board Meeting Date:

12/7/2022

RETIREMENT/RESIGNATION/TERMINATION

NAME	STATUS	ASSIGNMENT	EMPLOYEE GROUP	EFFECTIVE DATE
Botz, Staci	Resignation	SAC Assistant; 3.25 Hours / Day Tilden	Comm Ed Para	November 14, 2022
Leiser, Andy	Resignation	Elementary Tech Integration Specialist; 1.0 FTE District Wide	Ed MN - Teachers	December 23, 2022
Lindekugel, Dominique	Resignation	Custodian; 8 Hours / Day Hastings Middle School	Custodian	November 17, 2022
Linnell, Karen	Resignation	Paraprofessional; 5.75 Hours / Day Hastings Middle Schools	Ed MN - ESP	December 8, 2022
Reinardy, Raelyn	Resignation	JV Volleyball Coach; Seasonal Position Hastings High School	N/A	November 21, 2022

HIRES

NAME	ASSIGNMENT	SALARY PLACEMENT/HOURLY RATE	EMPLOYEE GROUP	EFFECTIVE DATE
Conway, Jonah	Guitar Instructor; 18 Hours Total Community Education	\$34.00 / Hour	N/A	November 17, 2022
Poncelet, Elizabeth	Guitar Instructor; 18 Hours Total Community Education	\$34.00 / Hour	N/A	November 17, 2022
Schuler, Jean	Lunch / Recess Aide -Sub; Hours Vary District Wide	\$15.05 / Hour	N/A	December 2, 2022
Sorenson, Elizabeth	Guitar Instructor; 18 Hours Total Community Education	\$34.00 / Hour	N/A	November 17, 2022

LEAVE APPROVAL

NAME	STATUS	ASSIGNMENT	EMPLOYEE GROUP	EFFECTIVE DATE(S)
Jonas, Kallie	Approval	Language Arts Teacher; 1.0 FTE Hastings Middle School	Ed MN -Teachers	December 5, 2022 - February 27, 2023 (Approximate Dates)

CHANGE IN ASSIGNMENT

NAME	FROM	TO	EMPLOYEE GROUP	EFFECTIVE DATE(S)
Giesen, Krista	Admin Support Assistant I; 8 Hours / Day Hastings High School	Admin Asst - Supt. & TL Sub; 8 Hours / Day District Office	N/A	November 28, 2022 - February 27, 2023



December 1, 2022

Board of Education
Hastings Public Schools
1000 West 11th Street
Hastings, Minnesota 55033

Re: Independent School District #200
Multi-Site Water Cooler Replacement
Commission No. 202148

Dear Board of Education:

On Tuesday, November 29, 2022, bids were received from three contractors for the Multi-Site Water Cooler Replacement. The scope of the project includes the replacement of existing drinking fountains at Hastings Middle School and Tilden Community Center with new water coolers and bottle fill stations.

It was a competitive bid day where most of the bids fell within range of our construction estimate of approximately \$195,600.00. After reviewing the bids, it is our recommendation to award the contract to BSI Mechanical, for the base bid amount of \$142,500.00. The project's bid tabulation is attached for your review.

Upon Board approval, we will forward contracts to BSI Mechanical to allow them to begin the project.

Sincerely,

Wold Architects and Engineers

A handwritten signature in black ink, appearing to read "Kyle Edsten".

Kyle Edsten | PE
Associate

Enclosure

cc: Robert McDowell, ISD #200
Jen Seubert, ISD #200
Cameron Peterson, ISD #200
Scott McQueen, Wold
Sal Bagley, Wold
Douglas Kahl, Wold

LW/ISD_200/202148/crsp/dec22

Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, MN 55101
woldae.com | 651 227 7773

**PLANNERS
ARCHITECTS
ENGINEERS**



Project Name: **ISD #200 MULTI-SITE
WATER COOLER REPLACEMENT**

BID TABULATION

Commission No.: 202148
 Date: 11/29/2022
 Time: 2:00p

Wold Architects and Engineers
 332 Minnesota Street, Suite W2000
 Saint Paul, Minnesota 55101
 651.227.7773 Fax: 651.223.5646

BIDDERS' NAMES:	ADDENDUM NUMBERS:	BID SECURITY:	BASE BID:				REMARKS:
BSI Mechanical 10327 Flanders Street NE Blaine, MN 55449 t: (763) 784-8178 f: (763) 784-8304	1,2	Y	\$142,500.00				
Davis Mechanical Systems, Inc. 21225 Hamburg Avenue, Suite 3 Lakeville, MN 55044 t: (952) 854-3654 f: (952) 854-3656	2	Y	\$202,811.00				
Kraft Mechanical 2415 Ventura Drive, Suite 100 Woodbury, MN 55125 t: (651) 773-9000 f: (651) 773-9010	2	Y	\$147,700.00				



MOU AS A PART OF THE CUSTODIAL CONTRACT

December 7, 2022

On October 26, 2022, the Board approved the 2022-2024 Custodial Agreement. During the process of making final updates and edits to formatting, it was discovered that an MOU was inadvertently not included in the Agreement, with no reference elsewhere in the Agreement to make the Board aware that it existed. In order to ensure the Board has complete information, the MOU, provided below, is being submitted for approval and will be added to the final Agreement.

Submitted by: Cathy Moen, Director of Human Resources

MEMORANDUM OF UNDERSTANDING

License Premiums for the Maintenance Classification

This Memorandum of Understanding is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the "District") and Local No. 320 Representing Hastings Custodial Employees (hereinafter referred to as the "Union").

WHEREAS, the parties have entered into a Collective Bargaining Agreement effective July 1, 2022;

NOW, THEREFORE, the parties agree to the following when it comes to the Maintenance classification:

1. Employees assigned to the maintenance classification, shall receive an hourly premium for the required license in accordance with the following:
 - a. Chiefs License: \$1.00 per hour
 - b. 1st Class License: \$0.85 per hour
 - c. USP (Underground Storage tank) License: \$0.75 per hour
 - d. 2nd Class License: \$0.70 per hour
 - e. Certified Pool Operators License: \$0.50 per hour

IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this _____ day of _____, 2022.

UNION

DISTRICT

DATE: _____

DATE: _____

BY: _____

BY: _____

Replacement Literacy Resources For Small Group Instruction

We need to update our resource library for our small group instruction. We are replacing our decodable readers for our kindergarten and first grade classrooms. Decodable readers allow teachers in kindergarten and first grade teachers to focus on specific phonics skills for each of their differentiated groups.

Every elementary school also needs an updated guided reading library. Guided reading libraries contain hundreds of instructional readers at specific reading levels that align to our current Benchmark Assessment System. This allows teachers to provide texts to meet every level of reader in their classroom. The current resources we are using have not been updated in over twelve years.

Decodables

12 Sets Kindergarten	\$11,220
12 Sets First Grade	\$20,340
Shipping	\$2,076
Discount	\$4,500
<i>Total</i>	\$29,766 (\$9,922 per school)

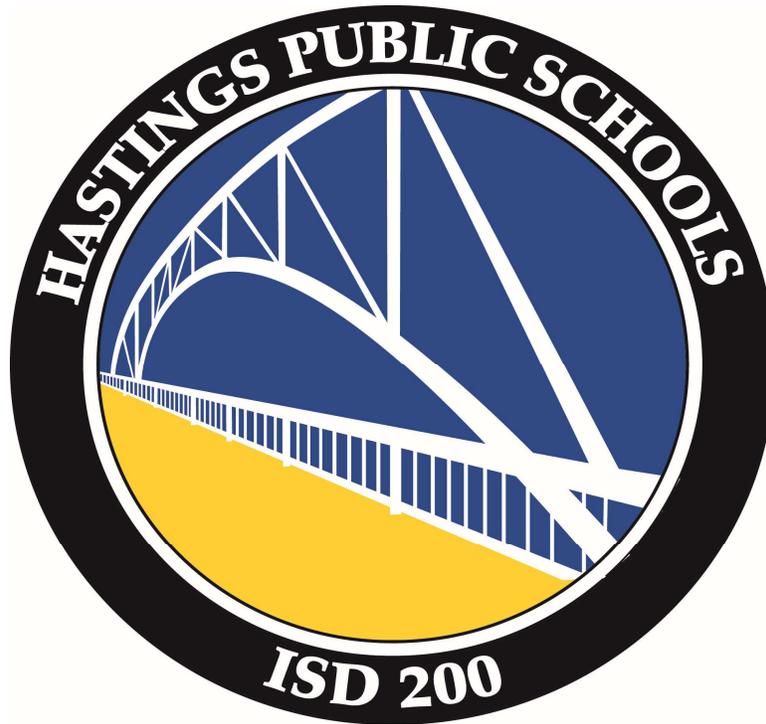
Guided Reading

3 Book Rooms	\$45,000
Fiction Reader	\$15,837
Shipping	\$4,258.61
<i>Total</i>	\$64,095.94 (\$21,699 per school)

Total Investment \$94,863 (\$32,621 per school)

Funding

Fund 11 Donation	\$24,999 (\$8,333 per school)
Fund 11 Textbooks	\$33,000 (\$11,000 per school)
Building Funds	\$36,864 (\$12,288 per school)



REVISED BUDGET
2022-2023
December 2022



**INDEPENDENT
SCHOOL
DISTRICT 200**

STRATEGIC PLAN

ONE MISSION. SEVEN CORE VALUES. ALL LEARNERS.



MISSION

Our Core Purpose

We Care
We Empower
We Achieve

Students are the heart of all we do

OUR CORE VALUES

Drivers of Our Words and Actions

- 1 Student-Centered** - Students at the heart of our words, actions, and decisions
- 2 Compassion and Respect** - How we treat each other daily
- 3 Agility** - Building capacity and skill to proactively respond to the signs of the times, the conditions, and the needs of oneself and others
- 4 Innovation** - Constantly striving to improve and to creatively address challenges and opportunities
- 5 Voice and Choice** - Expressing one's experiences and pursue one's passions
- 6 Partnership** - Seeking to connect, to engage, to leverage the assets and interests of others to improve our students, schools, and communities
- 7 Empathy** - Aspiring to understand and share the feelings of another

VISION

What We Intend to Create

Hastings Public Schools is The Choice of Families for:

A **Caring** and Inclusive Culture for All

- Safe, accepting, and respectful schools where individual uniqueness, talents, and interests are nurtured
- One's voice is expressed, heard, and valued
- A united and resilient culture of family and community

That **Empowers** Students, Families, and Staff

- Opportunities and choices are accessible and diverse
- Community collaborations and connections are abundant, robust, and engaging
- Service and support to school and community is energized, recognized, and celebrated

Focused on **Achievement** and Engagement in All We Do

- All students and staff realize the depth and breadth of their passions and are supported academically, socially, and emotionally to achieve
- Learning and development as a whole person is energizing, empowering, engaging, and excelling for students and staff

STRATEGIC ANCHORS

Drivers of Our Continuous Improvement

- A. Engaged Learners**
- B. Effective Operations**
- C. Communication and Collaboration**

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BUDGET TIMELINE HASTINGS ISD 200

January

- ❖ Capital requests for next fiscal year from Principals, Directors, Technology, Maintenance
- ❖ Capital and LTFM project planning for next fiscal year started
- ❖ Technology preliminary budget for next fiscal year
- ❖ Staff Dev/Assessment/Testing preliminary budgets

February

- ❖ Start negotiations on contracts/bids for next year (Transportation Provider, Copiers, Health/Dental/Life/LTD, Student Photographer, Transportation Routing/Oversight, Facility Capital and Maintenance Planning, Environmental Health & Safety Services, School Resource Officer/Traffic Control)
- ❖ Revenue budget for next fiscal year
- ❖ Review current Food Service budget and budget for next fiscal year
- ❖ Finalize Technology budget for next fiscal year
- ❖ Review any changes for Operations & Maintenance budget for next fiscal year
- ❖ Staffing model completed based on enrollment projection and class size ratios

March

- ❖ Community Education budget for next fiscal year
- ❖ Finalize Capital budget for next fiscal year
- ❖ Finalize LTFM budget for next fiscal year
- ❖ Finalize Operations & Maintenance budget for next fiscal year
- ❖ Review adopted budget assumptions with Finance Committee

April

- ❖ Title program budgets for next fiscal year
- ❖ Special Services programs finance budgets for next fiscal year
- ❖ All district wide office budgets for next fiscal year
- ❖ Update 5 Year Forecast
- ❖ Any redistribution of next year's budget \$'s for buildings and athletics to Business Office.
- ❖ Every department should review budgets and make final purchases for current year

May

- ❖ Payroll Calculation for next fiscal year
- ❖ Send invoices to Business Office for payment of final purchases for current year
- ❖ Clean up any outstanding PO's on the system for current year
- ❖ Start OPEB Study (every other year)

June

- ❖ Application and board approval of Aid Anticipation Certificates of Indebtness for next fiscal year
- ❖ Update APU projections according to first MARSS run for current year
- ❖ Adopted budget for next fiscal year approved by the board
- ❖ Submit 10 Year LTFM Plan to MDE

July-September

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

October

- ❖ Preliminary audit numbers for prior year should be available
- ❖ Revise current year budget based on audit information, other contract updates, and updated APU projections based on Oct. 1 count
- ❖ Update supply budgets based on Oct. 1 enrollment
- ❖ Budget adjustment process for next fiscal year
- ❖ Finance Committee Update – previous year financial results & enrollment update with budget impact

November-December

- ❖ Auditor presentation to the board
- ❖ Truth in Taxation hearing
- ❖ Board certifies final property tax levy for next fiscal year
- ❖ Revised Budget for current year is approved by the board
- ❖ Budget adjustment process for next fiscal year
- ❖ Budget Publication in official newspaper

Revenue/Expenditure/Fund Balance Changes- Adopted VS Revised Budget 22-23

Revenues General Fund Unassigned	Amount
APU Adp 4,495 to Rev 4,482.2 (-12.8), Prior Yr. Final 4,555.60-Rev (-73.40)	
PU 4,079 4,071.8 4,132.84	(69,404)
Other Misc Rev	19,200
ASL/Pension to Committed	11,546
Federal Programs (Revenues = Expenditures)	177,818
State Special Ed Aid (budget \$6,599,843)	507,151
Committed for Technology (Rescinded)	300,000
Total Revenue Budget Increase F1-Unassigned	946,310

Expenditures General Fund Unassigned	
Federal Programs (Revenues = Expenditures)	177,818
Transportation (Special Education, Special Accommodations, Fuel Clause)	513,000
Utilities	100,000
Misc Finance	34,068
Liability Study-OPEB Payment to Trust (\$664,644)	(400,923)
Subsequent Years Expenditures (Prior Reserve)	(1,004,882)
Payroll/Benefit Annual Budget Calc (includes the following)	(132,955)
* 2.53 FTE increase	
* Eligible Salaries coded to Federal Covid Grants	
* New hires updated from estimated to actual	
* Settled groups are actuals, all others are estimates	

Total Expenditure Budget Decrease F1-Unassigned	(713,875)
--	------------------

1,660,184

Fund Balances-Projected Ending Balances General Fund

Change reflects audited 21-22 ending fund balances and adjustments above.

	Net Change	<u>Revised</u>	<u>Adopted</u>
Restricted -Capital, Def Maint, H&S, GT,St Dev, Tchr Eval	1,325,430	10,243,927	8,918,497
Committed- Pension/ASL, Technology	(505,581)	981,851	1,487,432
Unassigned	859,401	<u>14,810,996</u>	<u>13,951,595</u>
Total Projected Fund Balance Changes F1	1,679,251	26,036,774	24,357,523

Unassigned	859,401
21-22 Variance to budget	(800,783)
22-23 Adopted vs Revised Changes	1,660,184

Actual Unassigned Ending Fund Balance 15-16	13,513,739	
Actual Unassigned Ending Fund Balance 16-17	13,021,874	(491,865)
Actual Unassigned Ending Fund Balance 17-18	12,451,549	(570,325)
Actual Unassigned Ending Fund Balance 18-19	13,543,177	1,091,628
Actual Unassigned Ending Fund Balance 19-20	14,195,982	652,805
Actual Unassigned Ending Fund Balance 20-21	15,004,570	808,588
Actual Unassigned Ending Fund Balance 21-22	14,155,694	(848,876)

Hastings ISD # 200		2022-2023 Revised				
		Audited				
		Balance 6/30/22	Revenues	Expenditures	Net Budget	Balance 6/30/23
1/10/11/12	GENERAL FUND					
403	Staff Development	402,349.42	615,073.04	1,017,422.46	(402,349.42)	0.00
467	LTFM (old def maint and H&S)	5,583,279.35	1,705,663.64	2,000,000.19	(294,336.55)	5,288,942.80
424	Operating Capital	4,663,150.28	1,175,286.02	1,265,573.04	(90,287.02)	4,572,863.26
424-287	Lease Levy Capital	(50,902.92)	268,077.77	270,176.65	(2,098.88)	(53,001.80)
428	Learning & Development	0.00	853,351.80	853,351.80	0.00	0.00
434	Area Learning Center	0.00	375,000.00	375,000.00	0.00	0.00
438	Gifted & Talented	66,663.48	58,269.64	118,515.00	(60,245.36)	6,418.12
441/459	Basic Skills	0.00	440,772.74	440,772.74	0.00	0.00
441-620	Basic Skills-ECSE	0.00	9,397.44	9,397.44	0.00	0.00
441-630	Basic Skills-Staars	2,135.11	0.00	100.00	(100.00)	2,035.11
449	Safe Schools-Crime Levy	0.00	158,412.03	158,412.03	0.00	0.00
401	Student Activities (Fund 10 - tied to fund 1)	162,085.85	250,000.00	250,000.00	0.00	162,085.85
402	Scholarships (Fund 12 - tied to fund 1)	235,709.66	120,000.00	120,000.00	0.00	235,709.66
448	Achievement & Integration	0.00	313,595.83	313,595.83	0.00	0.00
472	MA/3rd Party	18,725.40	225,000.00	214,851.00	10,149.00	28,874.40
	RESTRICTED	11,083,195.63	6,567,899.95	7,407,168.18	(839,268.23)	10,243,927.40
418	Pension and ASL (trnsf from 422)	146,870.01	139,665.00	239,227.65	(99,562.65)	47,307.36
			includes \$5,000 interest			
461-392	Technology (trnsf from 422) <small>no e-rate, no expenses until bond \$ are spent</small>	934,543.50	0.00	0.00	0.00	934,543.50
	COMMITTED	1,081,413.51	139,665.00	239,227.65	(99,562.65)	981,850.86
462-001	Subsequent Year's Expenditures	1,004,881.98	0.00	1,004,881.98	(1,004,881.98)	0.00
	ASSIGNED	1,004,881.98	0.00	1,004,881.98	(1,004,881.98)	0.00
397,891 CO	GASB 68 TRA/State contribution	0.00	161,867.00	161,867.00	0.00	0.00
	Fed. Title-Spec Ed, AI Aid, LCTS R=E	0.00	1,444,585.99	1,444,585.99	0.00	0.00
	Technology/Pension, ASL	0.00	(134,665.00)	0.00	(134,665.00)	(134,665.00)
	Basic Skills (JE Year end)	0.00	0.00	12,972.56	(12,972.56)	(12,972.56)
	Area Learning Center	0.00	0.00	193,689.00	(193,689.00)	(193,689.00)
	Safe Schools/Crime Levy	0.00	0.00	195,463.11	(195,463.11)	(195,463.11)
	Spec. Ed. State/Misc	0.00	6,640,843.13	9,482,535.00	(2,841,691.87)	(2,841,691.87)
	Transportation	0.00	2,014,064.71	4,519,842.23	(2,505,777.52)	(2,505,777.52)
	(does not include extra curr. budgeted at sites)					
	Unassigned	14,155,693.59	41,942,675.64	35,403,114.30	6,539,561.34	20,695,254.93
	Donations Fund 11 (tied to fund 1)	0.00	640,619.00	640,619.00	0.00	0.00
	<small>Fund 1 includes pmt to OPEB Trust (\$644,644) 22-23 & 23-24</small>					
422	UNASSIGNED	14,155,693.59	52,709,990.47	52,054,688.19	655,302.28	14,810,995.87
1/10/11/12	TOTAL GENERAL FUND	27,325,184.71	59,417,555.42	60,705,966.00	(1,288,410.58)	26,036,774.13
			59,417,555.42	60,705,966.00	(1,004,881.98)	22-23 Adp
			0.00	0.00	(1,660,184.26)	(SpEd Aid-6,599,843)

Hastings ISD # 200	2022-2023 Revised
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		Audited				
		Balance 6/30/22	Revenues	Expenditures	Net Budget	Balance 6/30/23

2	FOOD SERVICE FUND					
464-418	Pension and ASL (trnsf from 464)	44,134.85	7,849	16,959	(9,110)	35,025.29
			includes \$70 interest			
464	Food Service Program	1,070,688.44	2,771,919	3,103,013	(331,094)	739,594.78
	Includes pmt to OPEB Trust & 23-24	(\$20,933) 22-23				
	RESTRICTED	1,114,823.29	2,779,768	3,119,971	(340,203)	774,620.07
	TOTAL FOOD SERVICE FUND	1,114,823.29	2,779,768	3,119,971	(340,203)	774,620.07

4	COMMUNITY SERVICE FUND					
431	Community Education General	279,162.05	1,331,917	1,405,922	(74,005)	205,157.00
432	ECFE	71,626.61	281,313	326,389	(45,076)	26,550.59
444	School Readiness	51,846.53	466,726	475,083	(8,357)	43,489.77
447	ABE	0.00	12,513	12,694	(181)	(180.82)
464-418	Pension and ASL (trnsf from trust 18 & above GL)	13,477.40	25,080	16,959	8,121	21,598.84
464-599	Screening	0.00	9,033	24,247	(15,214)	(15,213.75)
464	Non Public	24,644.55	89,237	76,340	12,898	37,542.09
	RESTRICTED	440,757.14	2,215,819	2,337,632	(121,813)	318,943.72
	TOTAL COMMUNITY SERVICE FUND	440,757.14	2,215,819	2,337,632	(121,813)	318,943.72

6	BUILDING CONSTRUCTION FUND					
464	Building Construction	9,976,685.23	90,000	10,066,685	(9,976,685)	0.00
	RESTRICTED	9,976,685.23	90,000	10,066,685	(9,976,685)	0.00
	TOTAL BLDG CONSTRUCTION FUND	9,976,685.23	90,000	10,066,685	(9,976,685)	0.00

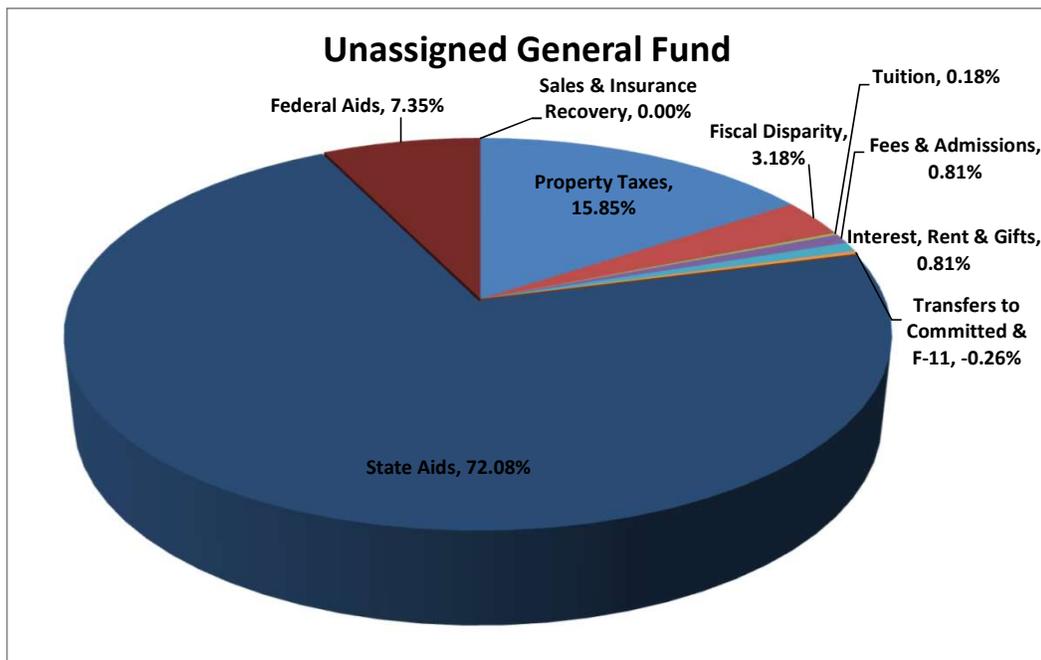
7	DEBT SERVICE FUND					
451	QSCB Sinking Fund (GL JE)	12,477,058.58	440,321	(812,000)	1,252,321	13,729,379.58
464	Debt Service	1,050,141.68	4,745,719	4,685,090	60,629	1,110,770.29
	RESTRICTED	13,527,200.26	5,186,040	3,873,090	1,312,950	14,840,149.87
	TOTAL DEBT SERVICE FUND	13,527,200.26	5,186,040	3,873,090	1,312,950	14,840,149.87

TRUST FUNDS						
18	CE Pension and ASL	69,213.72	900	8,483	(7,583)	61,630.70
20	Dental Self-Funded	1,043,423.65	723,051.00	628,729.00	94,322	1,137,745.65
21	Health Self-Funded	4,665,446.53	8,377,012.00	8,706,133.13	(329,121)	4,336,325.40
45--000	IRR-OPEB- PERA	5,479,025.58	719,829	482,845	236,984	5,716,009.58
	TOTAL TRUST FUNDS	11,257,109.48	9,820,792	9,826,190	-5,398	11,251,711.33

	TOTAL ALL FUNDS	63,641,760.11	79,509,974	89,929,535	(10,419,561)	53,222,199
			<u>79,509,973.84</u>	<u>89,929,534.83</u>		
			0	0		

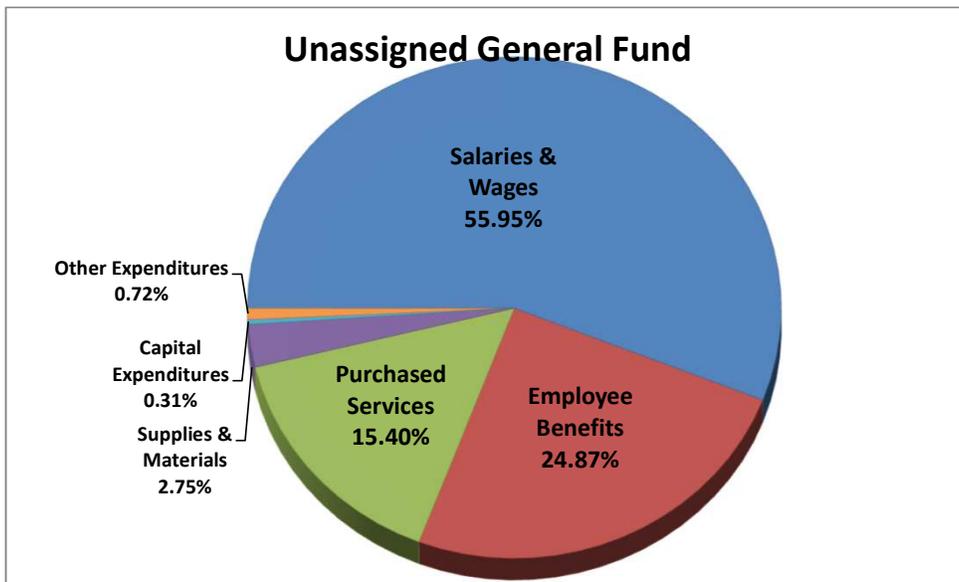
HASTINGS ISD # 200 REVENUES BY SOURCE

General Fund (1)	Final 20-21	Final 21-22	Adopted 22-23	Revised 22-23
Restricted				
001-020 Property Taxes	2,663,027	2,693,958	2,455,289	2,455,289
050-069 Fees/Admissions	56	95,022	102,000	102,000
070-079 3rd Party Medical Asst.	223,095	310,997	225,000	225,000
090-099 Interest, Rent & Gifts	30,000	31,500	30,000	30,000
200-399 State Aids	3,713,095	3,325,617	3,409,556	3,385,611
600-630 Sales & Insurance Recovery	73,492	30,185	0	0
	<u>6,702,765</u>	<u>6,487,280</u>	<u>6,221,845</u>	<u>6,197,900</u>
Committed				
090-099 Interest	353	521	5,000	5,000
090-099 E-Rate	0	0	0	0
090-099 Transfer from Unassigned	146,211	146,211	446,211	134,665
	<u>146,564</u>	<u>146,732</u>	<u>451,211</u>	<u>139,665</u>
Unassigned				
001-020 Property Taxes	8,448,435	8,578,180	8,253,835	8,253,835
001-020 Fiscal Disparity	1,753,481	1,656,173	1,655,194	1,655,194
021-049 Tuition	112,769	108,364	96,000	96,000
050-069 Fees & Admissions	225,026	356,993	422,629	422,629
090-099 Interest, Rent & Gifts	232,338	212,206	120,018	420,018
090-099 Transfers to Committed & F-11	(164,572)	(147,319)	(147,830)	(136,284)
200-399 State Aids	36,574,538	36,816,252	37,091,324	37,529,070
400-599 Federal Aids	2,946,053	2,960,019	3,631,891	3,828,909
600-630 Sales & Insurance Recovery	44,831	9,070	0	0
	50,172,899	50,549,939	51,123,062	52,069,371
Student Activities Fund (10)				
050-069 Fees/Admissions	51,556	127,669	206,000	131,000
090-099 Interest/Rent/Gifts/Grant	3,988	2,146	22,500	22,500
600-630 Sales	34,541	65,804	121,500	96,500
	<u>90,084</u>	<u>195,619</u>	<u>350,000</u>	<u>250,000</u>
Deferred Accounts-Donations/Misc (11)				
050-069 Fees/Admissions	48,997	69,360	125,000	125,000
090-099 Deferred Donations	(44,166)	106,143	0	0
090-099 Transfer from Unassigned	18,361	1,108	1,619	1,619
090-099 Interest/Rent/Gifts/Grant	246,721	243,918	384,000	384,000
600-630 Sales	29,163	48,100	130,000	130,000
	<u>299,075</u>	<u>468,629</u>	<u>640,619</u>	<u>640,619</u>
Scholarships Fund (12)				
090-099 Interest/Rent/Gifts/Grant	132,820	127,163	120,000	120,000
600-630 Sales	0	0	0	0
	<u>132,820</u>	<u>127,163</u>	<u>120,000</u>	<u>120,000</u>
General Fund (01/10/11/12) Total	57,544,208	57,975,361	58,906,737	59,417,555



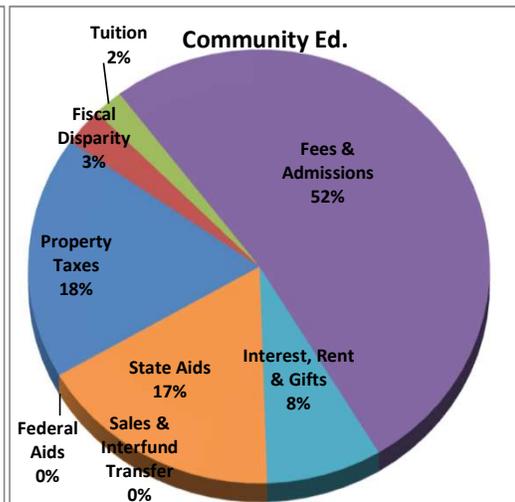
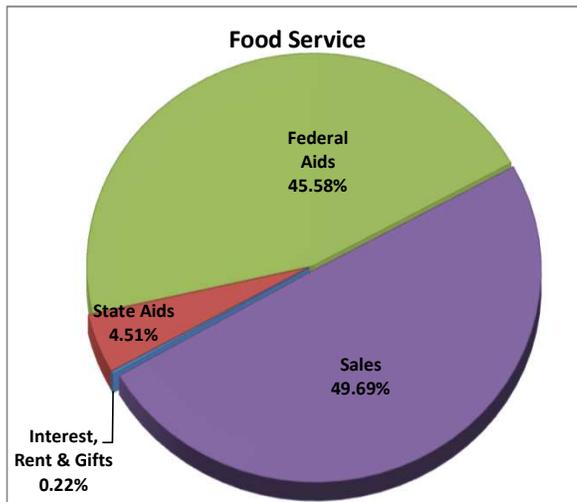
HASTINGS ISD # 200 EXPENDITURES BY OBJECT

<u>General Fund (1)</u>	<u>Final</u>	<u>Final</u>	<u>Adopted</u>	<u>Revised</u>
	<u>20-21</u>	<u>21-22</u>	<u>22-23</u>	<u>22-23</u>
Restricted				
100-199 Salaries & Wages	2,077,430	1,778,598	2,412,787	2,402,777
200-299 Employee Benefits	802,455	793,414	722,900	727,216
300-399 Purchased Services	1,323,341	1,325,506	873,635	1,058,489
400-499 Supplies & Materials	319,899	285,591	608,323	587,805
500-599 Capital Expenditures	533,081	1,910,560	2,219,412	2,226,912
800-899 Other Expenditures	801	10,141	300	33,969
	<u>5,057,006</u>	<u>6,103,810</u>	<u>6,837,356</u>	<u>7,037,168</u>
Committed				
100-199 Salaries & Wages	51,664	6,479	6,479	6,479
200-299 Employee Benefits	73,521	324,558	110,807	232,749
300-399 Purchased Services	0	0	0	0
400-499 Supplies & Materials	0	0	0	0
500-599 Capital Expenditures	0	0	0	0
	<u>125,185</u>	<u>331,036</u>	<u>117,286</u>	<u>239,228</u>
Unassigned				
100-199 Salaries & Wages	27,307,931	28,742,390	29,341,100	29,330,144
200-299 Employee Benefits	12,991,468	12,889,546	13,515,506	13,034,914
300-399 Purchased Services	6,248,827	7,397,091	7,382,033	8,071,173
400-499 Supplies & Materials	2,061,268	1,498,902	1,376,641	1,442,111
500-599 Capital Expenditures	103,456	109,144	122,918	160,780
800-899 Other Expenditures	360,938	402,963	389,746	379,828
900-999 Perm Interfd Transfer	125,000			
	<u>49,198,887</u>	<u>51,040,036</u>	<u>52,127,944</u>	<u>52,418,951</u>
Student Activities Fund (10)				
300-399 Purchased Services	12,691	86,245	136,500	86,500
400-599 Supplies & Capital	36,879	85,039	208,500	158,500
800-899 Other Expenditures	14,900	19,428	5,000	5,000
	<u>64,471</u>	<u>190,712</u>	<u>350,000</u>	<u>250,000</u>
Deferred Accounts-Donations/Misc (11)				
100-199 Salaries & Wages	67,292	86,418	73,349	73,349
200-299 Employee Benefits	8,643	9,709	11,265	11,265
300-399 Purchased Services	33,256	101,917	170,005	170,005
400-499 Supplies & Materials	126,329	143,129	361,000	361,000
500-599 Capital Expenditures	61,769	127,251	25,000	25,000
800-899 Other Expenditures	1,785	205	0	0
	<u>299,075</u>	<u>468,629</u>	<u>640,619</u>	<u>640,619</u>
Scholarships Fund (12)				
800-899 Other Expenditures	118,450	120,100	120,000	120,000
	<u>118,450</u>	<u>120,100</u>	<u>120,000</u>	<u>120,000</u>
General Fund (01/10/11/12) Total	54,863,074	58,254,324	60,193,205	60,705,966



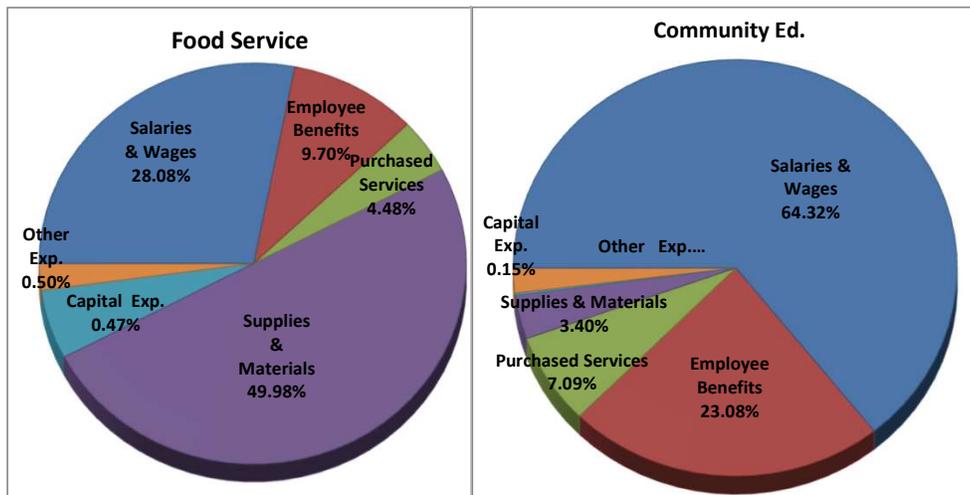
HASTINGS ISD # 200 REVENUES BY SOURCE

	Final <u>20-21</u>	Final <u>21-22</u>	Adopted <u>22-23</u>	Revised <u>22-23</u>
Food Service (2)				
090-099 Interest, Rent & Gifts	758	2,609	6,030	6,070
200-399 State Aids	3,892	89,580	129,979	125,471
400-599 Federal Aids	1,592,287	2,901,111	822,991	1,266,884
600-630 Sales	<u>44,257</u>	<u>291,232</u>	<u>1,650,996</u>	<u>1,381,343</u>
Food Service Fund (2) Total	1,641,194	3,284,532	2,609,996	2,779,768
Community Service Fund (4)				
001-020 Property Taxes	401,208	396,131	401,265	401,265
001-020 Fiscal Disparity	62,402	60,055	61,748	61,748
021-049 Tuition	46,249	52,999	46,249	46,249
050-069 Fees & Admissions	855,229	1,244,203	1,146,454	1,146,454
090-099 Interest, Rent & Gifts	113,603	190,416	179,143	179,143
200-399 State Aids	393,903	373,739	383,239	380,960
400-599 Federal Aids	106,940	27,383	0	0
600-630 Sales & Interfund Transfer	<u>129,608</u>	<u>11,074</u>	<u>0</u>	<u>0</u>
Community Service Fund (4) Total	2,109,142	2,356,001	2,218,098	2,215,819
Building Construction Fund (6)				
090-099 Interest/Misc Rev	60,794	485,513	10,000	90,000
631-640 Sale of Bonds & Loans	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Building Construction Fund (6) Total	60,794	485,513	10,000	90,000
Debt Service Fund (7)				
001-020 Property Taxes	3,898,403	3,671,294	3,833,623	3,833,623
001-020 Fiscal Disparity	618,821	587,799	618,965	618,965
090-099 Interest/Misc Rev	445,231	504,863	440,321	440,321
200-399 State Aids/Credits	421,809	286,470	268,021	293,131
400-599 Federal Aids	0	0	0	0
631-640 Sale of Bonds & Loans	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Debt Service Fund (7) Total	5,384,265	5,050,426	5,160,930	5,186,040
Trust Fund (18)				
090-099 Interest/Scholarship Receipts	1,796	1,258	1,500	900
600-630 Sales	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Trust Fund (18) Total	1,796	1,258	1,500	900
Self-Funded Insurance (20-21)				
080-099 Interest/Premiums/Prescription Rebates	<u>9,513,771</u>	<u>9,089,035</u>	<u>9,046,001</u>	<u>9,100,063</u>
Self-Funded Insurance (20-21) Total	9,513,771	9,089,035	9,046,001	9,100,063
OPEB Irrevocable Trust Fund (45)				
092 Interest	4,959	14,806	10,000	10,000
614 Contribution for Post Employment Benefit	<u>1,133,311</u>	<u>1,133,311</u>	<u>1,133,311</u>	<u>709,829</u>
OPEB Irrevocable Trust Fund (45) Total	1,138,270	1,148,117	1,143,311	719,829
TOTAL ALL FUNDS	77,393,439	79,390,244	79,096,573	79,509,974



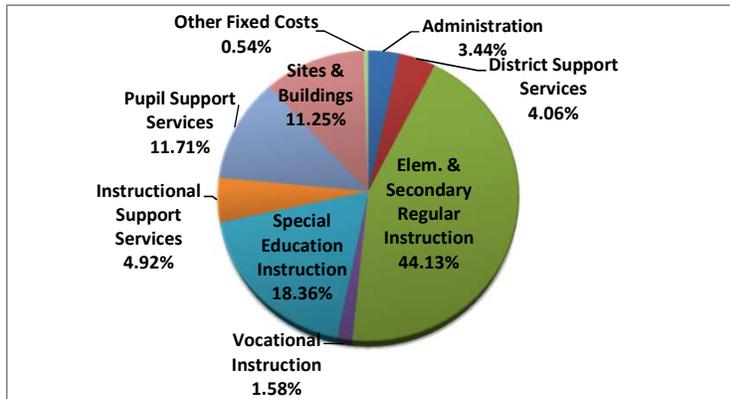
HASTINGS ISD # 200 EXPENDITURES BY OBJECT

	Final <u>20-21</u>	Final <u>21-22</u>	Adopted <u>22-23</u>	Revised <u>22-23</u>
<u>Food Service (2)</u>				
100-199 Salaries & Wages	751,946	858,383	868,433	876,167
200-299 Employee Benefits	269,480	286,103	328,922	302,761
300-399 Purchased Services	75,166	123,627	97,350	139,650
400-499 Supplies & Materials	660,129	1,337,731	1,380,714	1,559,394
500-599 Capital Expenditures	97,106	43,640	60,000	175,000
800-899 Other Expenditures	<u>3,357</u>	<u>10,974</u>	<u>62,710</u>	<u>67,000</u>
Food Service Fund (2) Total	1,857,184	2,660,458	2,798,129	3,119,971
<u>Community Service Fund (4)</u>				
100-199 Salaries & Wages	1,540,236	1,490,448	1,503,790	1,503,625
200-299 Employee Benefits	567,802	548,203	552,180	539,465
300-399 Purchased Services	98,096	184,030	169,342	165,787
400-499 Supplies & Materials	78,516	76,287	77,780	79,561
500-599 Capital Expenditures	0	5,142	4,201	4,201
800-899 Other Expenditures	<u>42,015</u>	<u>52,563</u>	<u>49,524</u>	<u>44,994</u>
Community Service Fund (4) Total	2,326,665	2,356,673	2,356,817	2,337,632
<u>Building Construction Fund (6)</u>				
300-399 Purchased Services	242,123	660,145	55,000	250,000
400-499 Supplies & Materials	159,395	803,882	160,000	465,000
500-599 Capital Expenditures	6,379,860	2,998,568	9,655,562	9,351,685
790 Other Debt Service	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Building Construction Fund (6) Total	6,781,378	4,462,596	9,870,562	10,066,685
<u>Debt Service Fund (7)</u>				
500-599 Capital Expenditures	0	0	0	0
700-799 Debt Service	3,872,963	3,871,913	3,873,090	3,873,090
900-999 Other Financing Uses	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Debt Service Fund (7) Total	3,872,963	3,871,913	3,873,090	3,873,090
<u>Trust Fund (18)</u>				
300-399 Purchased Services	0	0	0	0
400-499 CE Retirement Payments	25,080	19,668	8,483	8,483
800-899 Scholarship Payments	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Trust Fund (18) Total	25,080	19,668	8,483	8,483
<u>Self-Funded Insurance Fund (20&21)</u>				
300-499 Purchased Services/Supplies	8,780,128	9,711,384	9,373,085	9,334,862
Self-Funded Insurance Fund (20&21) Total	8,780,128	9,711,384	9,373,085	9,334,862
<u>OPEB Irrevocable Trust Fund (45)</u>				
200-299 Employee Benefits	195,337	485,627	278,764	482,845
OPEB Irrevocable Trust Fund (45) Total	195,337	485,627	278,764	482,845
TOTAL ALL FUNDS	78,701,808	81,822,642	88,752,135	89,929,535



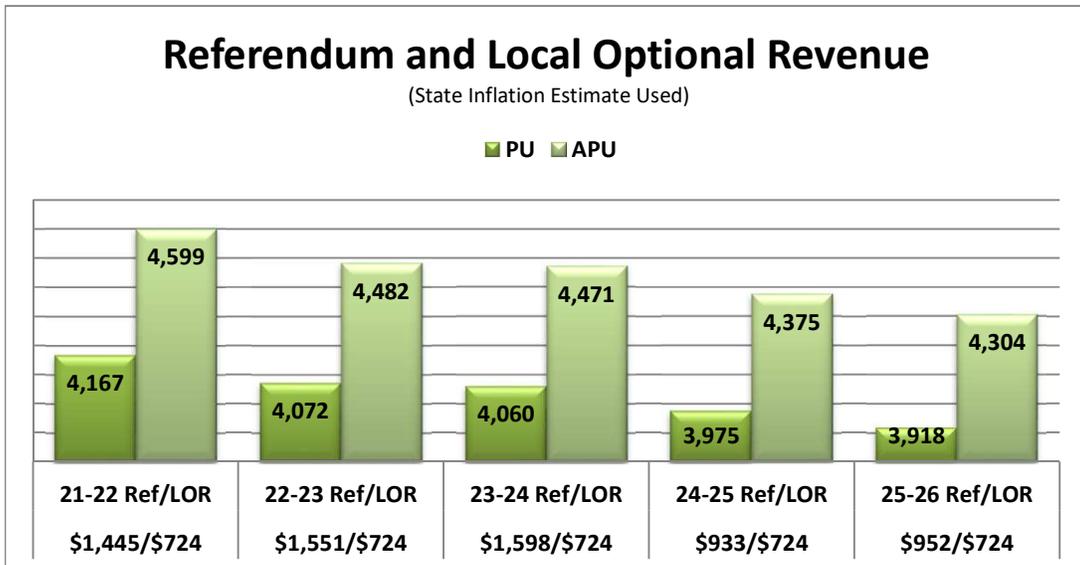
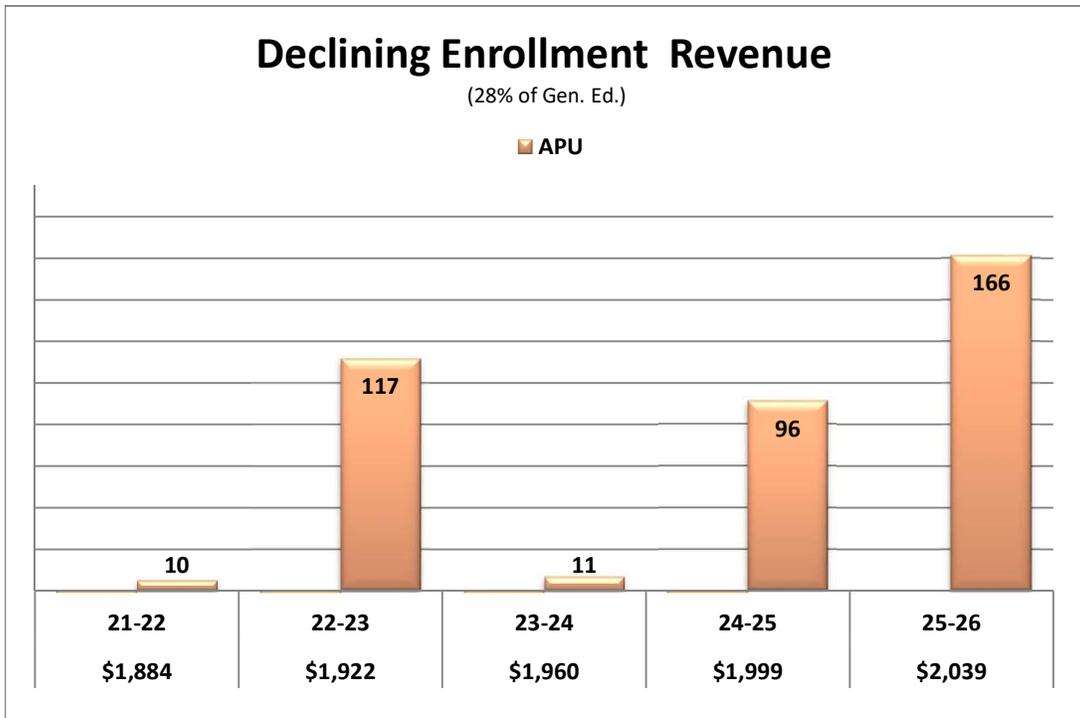
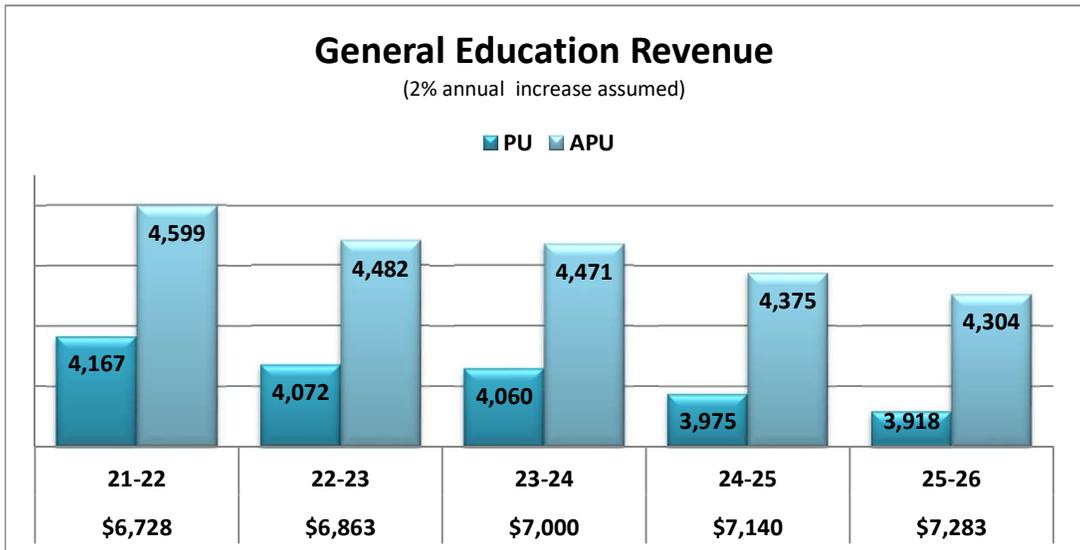
HASTINGS ISD # 200 EXPENDITURES BY PROGRAM

	<u>Final 20-21</u>	<u>Final 21-22</u>	<u>Adopted 22-23</u>	<u>Revised 22-23</u>
General Fund (1)				
000-099 Administration	2,300,054	2,167,756	2,079,826	2,055,174
100-199 District Support Services	2,720,090	2,171,756	2,274,269	2,425,244
200-299 Elem. & Secondary Regular Instruction	25,117,134	25,821,780	27,136,146	26,342,856
300-399 Vocational Instruction	449,157	613,370	580,794	941,261
400-499 Special Education Instruction	9,976,254	10,579,128	10,886,905	10,960,881
600-699 Instructional Support Services	2,681,636	2,716,603	2,859,058	2,938,601
700-799 Pupil Support Services	5,765,586	6,907,583	6,348,584	6,989,559
800-899 Sites & Buildings	4,999,676	6,233,228	6,591,683	6,716,450
900-999 Other Fixed Costs	<u>371,492</u>	<u>263,678</u>	<u>325,322</u>	<u>325,322</u>
General Fund (1) Total	54,381,078	57,474,882	59,082,586	59,695,347
Student Activities Fund (10)				
200-299 Elem. & Secondary Regular Instruction	<u>64,471</u>	<u>190,712</u>	<u>350,000</u>	<u>250,000</u>
Student Activities Fund (10) Total	64,471	190,712	350,000	250,000
Donations Fund (11)				
100-199 District Support Services	8,307	256	0	0
200-299 Elem. & Secondary Regular Instruction	204,267	306,641	640,619	640,619
300-399 Vocational Instruction	3,466	13,223	0	0
400-499 Special Education Instruction	8,750	32,125	0	0
600-699 Instructional Support Services	2,186	16,645	0	0
700-799 Pupil Support Services	72,099	99,740	0	0
800-899 Sites & Buildings	0	0	0	0
Donations Fund (11) Total	299,075	468,629	640,619	640,619
Scholarships Fund (12)				
960 Other Non-Recurring	<u>118,450</u>	<u>120,100</u>	<u>120,000</u>	<u>120,000</u>
Scholarships Fund (12) Total	118,450	120,100	120,000	120,000
Food Service Fund (2)				
700-799 Pupil Support Services	<u>1,857,184</u>	<u>2,660,458</u>	<u>2,798,129</u>	<u>3,119,971</u>
Food Service Fund (2) Total	1,857,184	2,660,458	2,798,129	3,119,971
Community Service Fund (4)				
500-599 Community Education & Services	2,278,039	2,315,707	2,308,190	2,292,957
700-799 Pupil Support Services	<u>48,626</u>	<u>40,966</u>	<u>48,627</u>	<u>44,675</u>
Community Service Fund (4) Total	2,326,665	2,356,673	2,356,817	2,337,632
Building Construction Fund (6)				
800-899 Sites & Buildings	<u>6,781,378</u>	<u>4,462,596</u>	<u>9,870,562</u>	<u>10,066,685</u>
Building Construction Fund (6) Total	6,781,378	4,462,596	9,870,562	10,066,685
Debt Service Fund (7)				
900-999 Other Fixed Costs	<u>3,872,963</u>	<u>3,871,913</u>	<u>3,873,090</u>	<u>3,873,090</u>
Building Construction Fund (6) Total	3,872,963	3,871,913	3,873,090	3,873,090
Trust Fund (18)				
960 Other Non-Recurring	<u>25,080</u>	<u>19,668</u>	<u>8,483</u>	<u>8,483</u>
Trust Fund (18) Total	25,080	19,668	8,483	8,483
Self-Funded Insurance (20 & 21)				
105 District Support Services	<u>8,780,128</u>	<u>9,711,384</u>	<u>9,373,085</u>	<u>9,334,862</u>
Self-Funded Insurance (20 & 21) Total	8,780,128	9,711,384	9,373,085	9,334,862
OPEB Irrevocable Trust Fund (45)				
935 Post Employment Benefits	<u>195,337</u>	<u>485,627</u>	<u>278,764</u>	<u>482,845</u>
Trust Fund (45) Total	195,337	485,627	278,764	482,845
TOTAL ALL FUNDS	78,701,808	81,822,642	88,752,135	89,929,535



	<u>19-20</u>	<u>20-21</u>	<u>21-22</u>	<u>22-23</u>	<u>22-23</u>	
Staffing Summary	Final	Final	Final	Adopted	Revised	
(includes overload)						
Kennedy	25.53	25.53	25.53	24.03	24.53	
McAuliffe	26.54	30.54	26.54	25.29	26.54	
Pinecrest	25.53	26.53	24.53	23.28	23.53	
Total Elementary	77.60	82.60	76.60	72.60	74.60	2.0000
Middle School	63.9	64.3	62.3	60	60.2	0.2000
High School	73.169	71.735	66.101	64.414	65.214	0.8000
Special Education	63.596	64.7	63.9	65.3	65.3	0.0000
Special Ed ADSIS Grant	4	4	4	4	4	0.0000
ALC-HS	2.8	3	3	3	3	0.0000
ESL	2.2	2.5	3	3	3	0.0000
Title/Gifted/Gen Fund	2	2	2	2	2	0.0000
Teacher Spec Assign.	3	3	3	11.2	11	(0.2000)
Community Education	4.95	4.95	4.44	4.44	4.17	(0.2700)
Grand Total FTE's	297.2150	302.7850	288.3410	289.9540	292.4840	2.5300
	5.8599	5.5700	2.8560	1.6130	2.5300	

PROJECTED PUPIL UNITS



Hastings Public School District No 200

Historical Adjusted Average Daily Membership (ADM)

Projection Assumption: 5 Yr Wt Avg

Grade	Actual 17-18	Actual 18-19	Actual 19-20	Actual 20-21	Actual 21-22	Projected 22-23	Projected 23-24	Projected 24-25	Projected 25-26	Projected 26-27
EC	39.2	35.9	39.9	37.4	44.2	38.9	38.9	38.9	38.9	38.9
PKG	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Kgt Hdp	34.3	38.5	34.6	40.3	39.6	40.9	40.9	40.9	40.9	40.9
KDG	256.8	233.2	253.3	228.0	224.0	232.5	235.5	237.6	237.6	237.6
1	300.4	302.4	272.9	281.9	275.6	272.5	276.6	279.5	281.7	281.7
2	286.1	307.3	312.6	269.2	282.3	285.4	275.0	279.1	282.1	284.3
3	310.2	287.8	313.6	305.0	267.8	274.5	284.4	273.9	278.1	281.1
4	339.4	306.6	295.8	296.4	303.8	271.5	272.0	281.8	271.5	275.6
5	320.8	345.8	321.0	291.4	295.7	306.4	272.9	273.4	283.3	272.9
6	351.4	325.9	352.3	318.7	286.1	297.4	306.6	273.1	273.7	283.5
7	321.5	350.9	323.6	356.2	321.2	285.4	299.0	308.3	274.6	275.2
8	365.4	328.4	348.4	317.0	352.1	328.3	282.9	296.4	305.6	272.2
9	390.4	413.8	353.2	398.7	382.6	418.2	376.6	324.5	339.9	350.5
10	367.6	382.5	393.7	316.4	373.6	362.3	392.4	353.3	304.5	319.0
11	362.4	336.6	360.7	370.3	305.5	362.3	342.3	370.8	333.9	287.7
12	333.4	351.3	339.4	358.5	378.8	295.4	363.5	343.5	372.0	335.0
ADM	4,379.3	4,346.7	4,314.9	4,185.3	4,132.9	4,071.8	4,059.5	3,975.2	3,918.3	3,836.1
PUPIL UNITS	4,807.4	4,779.4	4,738.7	4,608.7	4,555.6	4,482.2	4,470.8	4,374.6	4,304.4	4,204.0

ISD #200 CAPITAL 2022-2023 REVISED

EQUIPMENT/BOOKS PLAN

Fixed Costs

01-005-xxx-302-xxx-000	Network Adm & Lead Computer Tech		
	Salary/Benefits	307,611	
01-005-850-302-896-000	Txs/Assessments	0	
01-005-107-302-560-000	2 Copiers Copy Center-Loffler Lease	32,462	thru 6/2023
	Total Fixed		340,073

Other Costs

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

Site Allocations

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

Total Other 625,500

FACILITIES PLAN

Fixed Costs

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

Other Costs-reduces fund balance

Total Other 0

Total Expenses	1,265,573.04	
Aid	536,172.66	
Levy	507,113.36	
Sr Ctr Constr. Contribution	30,000.00	
HS Parking	102,000.00	
Total Revenue	1,175,286.02	-90,287
Beginning Fund Balance	4,663,150.28	
Projected Ending Fund Balance	4,572,863.26	-90,287

MISC. CAPITAL - LTFM - COMMITTED

Capital Building Lease Levy

	Beginning Fund Balance	(50,902.92)	
	Lease Levy Revenue	268,077.77	
01-005-850-302-570-287	Building Lease Levy Pmts	270,176.65	Various
	Ending Fund Balance	(53,001.80)	
			1,443,363.79
			1,535,749.69

LTFM

	Beginning Fund Balance	5,583,279.35	
R 01-xxx-865/866-xxx-xxx-xxx	Revenue	1,705,663.64	
E 01-xxx-865/866-xxx-xxx-xxx	Planned expenditures	2,000,000.19	
	Ending Fund Balance	5,288,942.80	

HASTINGS CAPITAL 2022-23 for Revised		
Available Funds		\$300,000
SITE	DESCRIPTION	BUDGET
DW	Custodial Equipment	\$20,000.00
DW	Security Cameras	\$5,000.00
DW	Vertical Mast Lift	\$18,000.00
HS	HHS Gym Scoreboards/Shot Clocks	\$60,000.00
TI	Floor Scrubber	\$12,000.00
HS	Van Replacement (#4)	\$30,000.00
HS	Baseball & Softball Scoreboards	\$40,000.00
JMF	Cellular Phone Amplification	\$3,500.00
DW	Water Tower	\$3,500.00
HS	Washer Replacement	\$10,000.00
District To be determined		\$98,000.00
Total Budgeted 22-23		\$300,000.00
Reserve Carryover Next Year		\$0.00

HASTINGS LTFM 2022-23 for Revised		
Available Funds		\$2,000,000.19
SITE	DESCRIPTION	BUDGET
917	Annual-H&S Costs	\$9,756.00
917	Def. Maint. Proj.	\$0.00
DW/917	H&S \$100,000 to < 2m per site	\$0.00
DW	Annual-H&S Costs	\$164,287.00
DW	Annual-Consult CESO	\$35,800.00
DW	Maintenance Staff Chargeback	\$189,818.99
DW	Facilities Assessment	\$15,000.00
HS	AHU 19 Condenser Replacement	\$8,000.00
HS	Bleacher Friction Wheel Replacement	\$22,000.00
HS	Auditorium Seating Repair & Replacement	\$23,000.00
HS	Boiler Secondary Loop Pump Replacement	\$6,000.00
HS	AHU 26 Fan Assembly Rebuild	\$8,500.00
KE	P.Lot K-E-seal/reclaim/reconstruc	\$5,000.00
KE	P.Lot K-N-seal/reclaim/reconstruc	\$15,000.00
KE	P.Lot K-SE-seal/reclaim/reconstruc	\$7,500.00
KE	P.Lot K-W-seal/reclaim/reconstruc	\$5,000.00
KE	Floor-cafeteria	\$33,000.00
KE	Mech-Building Controls & Automation	\$82,000.00
KE	Mech-Univent Replacement	\$272,000.00
KE	Mech-Music Room Univent	\$16,500.00
JFK	Accessiblity-Classroom sinks	\$14,300.00
KE	Mech-boiler replacement	\$97,500.00
MC	P.Lot M-W-seal/reclaim/reconstruct	\$35,000.00
MC	Light Pole Replacements	\$20,000.00
MS	Accessible-Serving line in cafeteria	\$3,400.00
MS	P.Lot MS-N-seal/reclaim/reconstruct	\$33,250.00
MS	P.Lot MS-S-seal/reclaim/reconstruct	\$33,250.00
MS	Toilet Partitions-Women's staff bathroom	\$3,900.00
MS	Chlorine Generator Replacement	\$32,000.00
MS	Science Classroom Plumbing	\$10,000.00
MS	Mech-replace dust collection system	\$145,000.00
MS	Chiller	\$20,000.00
PI	P.Lot P-E-seal/reclaim/reconstruc	\$15,250.00
PI	P.Lot P-W-seal/reclaim/reconstruc	\$15,250.00
PI	Mech-Building Controls & Automation	\$87,120.00
PI	Mech-Univent Replacement	\$272,000.00
PI	Mech-boiler replacement	\$140,000.00
TI	P.Lot T-E-seal/reclaim/reconstruct	\$14,500.00
TI	P.Lot T-W-seal/reclaim/reconstruct	\$3,000.00
TI	Tuckpoint and caulk	\$44,000.00
TI	Column sinking at door #1	\$5,000.00
TI	Sidewalk Replacement	\$21,000.00
JMF	GasBoy Replacement	\$10,000.00
District To be determined		\$7,118.20
Total Budgeted 22-23		\$2,000,000.19
Reserve Carryover Next Year		\$0

STAFF DEVELOPMENT DETAIL

**22-23
Revised Budget**

Estimated APU	4,482.28
Formula Allowance	\$6,863.00
Basic Revenue	\$30,761,887.64
MN State Academies Adj	-\$8,235.60
Revenue 2% Set-Aside	\$615,073.04

Designated Budget	\$239,092.00 <i>See below</i>
Chbk Staff Budget	\$375,982.46
Designated Carryover - Budgeted Position	\$118,852.58 <i>See below</i>
Designated Carryover - Obj 367	\$283,495.42 <i>See below</i>
Expenditures	\$1,017,422.46

		22-23	Prior Yr Carry Over	Total 22-23 Revised Budget
Mentoring Program	307/000	17,000	11,417	28,417
AFT Teach Academy	307/105	0	8,000	8,000
Supt	308/303	10,000	8,005	18,005
High School	306/000	20,552	17,353	37,905
Middle School	306/000	18,673	14,979	33,652
Kennedy	306/000	7,755	34,585	42,340
Pinecrest	306/000	7,755	32,576	40,331
McAuliffe	306/000	7,766	23,837	31,603
Curriculum Development	308/000	107,376	116,085	223,461
Related Services	308/299	1,000	7,677	8,677
District Technology Development	308/302	10,000	21,575	31,575
District Wide Initiatives (ema)	308/300	31,215	106,259	137,474
		239,092	402,348	641,440.00

Carryover budgets are not available until the Revised Budget

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

	2020 Pay 2021 for 21-22	2021 Pay 2022 for 22-23	
	<u>Levy</u>	<u>Levy</u>	<u>Change</u>
PROPERTY TAXES DETERMINED BY STATE LEGISLATION			
General Fund (Excludes Referendum)	6,421,148	6,218,056	(203,092)
Community Education & Services	<u>457,990</u>	<u>463,351</u>	<u>5,362</u>
Total Based Upon State Legislation	6,879,138	6,681,408	(197,730)
	0.83%	-2.87%	
PROPERTY TAX AUTHORITY PROVIDED BY LOCAL VOTERS			
Referendum Levy	6,149,281	6,195,455	46,174
Total Based on Voter Authority	-3.32%	0.75%	
DEBT REDEMPTION LEVY			
Voter Approved Building Bonds	4,201,496	4,350,039	148,543
Alternative Facility H & S	<u>281,214</u>	<u>294,606</u>	<u>13,393</u>
Total Debt Redemption Levy	4,482,709	4,644,645	161,936
	-1.62%	3.61%	
TOTAL PROPERTY TAXES	17,511,129	17,521,507	10,379
Percent Increase in Tax Levy	-1.29%	0.06%	
TAX BASE (Adjusted Net Tax Capacity for District)	45,754,841	48,793,153	3,038,312
		6.64%	
Referendum Market Value	3,454,749,225	3,657,066,525	202,317,300
		5.86%	

Hastings ISD # 200

2021-2022 Final

		Audited				
		Balance 6/30/21	Revenues	Expenditures	Net Budget	Balance 6/30/22
1/10/11/12	GENERAL FUND					
460-130	Inventories	0.00	0.00	0.00	0.00	0.00
460-131	Prepaid Expenditures	0.00	0.00	0.00	0.00	0.00
	NONSPENDABLE	0.00	0.00	0.00	0.00	0.00
403	Staff Development	362,628.51	614,170.52	574,449.61	39,720.91	402,349.42
467	LTFM (old def maint and H&S)	5,338,947.80	1,757,140.09	1,512,808.54	244,331.55	5,583,279.35
424	Operating Capital	4,429,606.51	1,182,769.48	949,225.71	233,543.77	4,663,150.28
424-287	Lease Levy Capital	(36,870.32)	490,883.66	504,916.26	(14,032.60)	(50,902.92)
428	Learning & Development	0.00	852,491.97	852,491.97	0.00	0.00
434	Area Learning Center	0.00	400,157.25	400,157.25	0.00	0.00
438	Gifted & Talented	148,784.18	59,206.42	141,327.12	(82,120.70)	66,663.48
441/459	Basic Skills	0.00	462,109.10	462,109.10	0.00	0.00
441-620	Basic Skills-ECSE	0.00	14,663.61	14,663.61	0.00	0.00
441-630	Basic Skills-Staars	2,870.28	0.00	735.17	(735.17)	2,135.11
449	Safe Schools-Crime Levy	0.00	170,556.07	170,556.07	0.00	0.00
401	Student Activities (Fund 10 - tied to fund 1)	157,179.52	195,618.63	190,712.30	4,906.33	162,085.85
402	Scholarships (Fund 12 - tied to fund 1)	228,646.92	127,162.74	120,100.00	7,062.74	235,709.66
448	Achievement & Integration	0.00	172,134.52	172,134.52	0.00	0.00
472	MA/3rd Party	55,963.04	310,997.48	348,235.12	(37,237.64)	18,725.40
	RESTRICTED	10,687,756.44	6,810,061.54	6,414,622.35	395,439.19	11,083,195.63
418	Pension and ASL (trnsf from 422)	331,174.39	146,731.99	331,036.37	(184,304.38)	146,870.01
461-403	Staff Development	0.00	0.00	0.00	0.00	0.00
461-392	Technology (trnsf from 422) <small>no e-rate, no expenses until bond \$ are spent</small>	934,543.50	0.00	0.00	0.00	934,543.50
	COMMITTED	1,265,717.89	146,731.99	331,036.37	(184,304.38)	1,081,413.51
462-001	Subsequent Year's Expenditures	646,102.44	0.00	(358,779.54)	358,779.54	1,004,881.98
462-xxx	Other Assigned	0.00	0.00	0.00	0.00	0.00
	ASSIGNED	646,102.44	0.00	-358,779.54	358,779.54	1,004,881.98
397,891 CO	GASB 68 TRA/State contribution	0.00	180,482.00	180,482.00	0.00	0.00
	Fed. Title-Spec Ed, AI Aid, LCTS R=E	0.00	1,659,361.64	1,659,361.64	0.00	0.00
	Technology/Pension, ASL	0.00	(146,211.00)	0.00	(146,211.00)	(146,211.00)
	Area Learning Center	0.00	0.00	170,361.85	(170,361.85)	(170,361.85)
	Safe Schools/Crime Levy	0.00	0.00	181,100.56	(181,100.56)	(181,100.56)
	Spec. Ed. State/Misc	0.00	6,334,769.88	8,749,937.78	(2,415,167.90)	(2,415,167.90)
	Transportation <small>(does not include extra curr. budgeted at sites)</small>	0.00	1,953,811.07	4,361,700.01	(2,407,888.94)	(2,407,888.94)
	Unassigned	15,004,570.02	40,567,725.10	36,095,871.28	4,471,853.82	19,476,423.84
	Donations Fund 11 (tied to fund 1) <small>Fund 1 includes pmt. to OPEB Trust (\$1,065,567) 20-21 & 21-22</small>	0.00	468,629.26	468,629.26	0.00	0.00
422	UNASSIGNED	15,004,570.02	51,018,567.95	51,867,444.38	(848,876.43)	14,155,693.59
1/10/11/12	TOTAL GENERAL FUND	27,604,146.79	57,975,361.48	58,254,323.56	(278,962.08)	27,325,184.71
			57,975,361.48 0.00	58,254,323.56 0.00	(48,093.49)	21-22 Rev 800,782.94

Hastings ISD # 200

2021-2022 Final

Audited						
	Balance 6/30/21	Revenues	Expenditures	Net Budget	Balance 6/30/22	
2	FOOD SERVICE FUND					
460-130	Inventories	0.00	0	0	0	0.00
460-131	Prepaid Expenditures	0.00	0	0	0	0.00
	NONSPENDABLE	0.00	0	0	0	0.00
464-418	Pension and ASL (trnsf from 464)	48,171.73	10,791	14,828	(4,037)	44,134.85
464	Food Service Program	442,578.13	3,273,741	2,645,630	628,110	1,070,688.44
	<i>Includes pmt to OPEB Trust (\$31,009) & 21-22 & GASB 68 Rev/Exp \$710</i>					
	RESTRICTED	490,749.86	3,284,532	2,660,458	624,073	1,114,823.29
463	UNASSIGNED	0.00	0	0	0	0.00
	TOTAL FOOD SERVICE FUND	490,749.86	3,284,532	2,660,458	624,073	1,114,823.29
4	COMMUNITY SERVICE FUND					
460-130	Inventories	0.00	0	0	0	0.00
460-131	Prepaid Expenditures	0.00	0	0	0	0.00
	NONSPENDABLE	0.00	0	0	0	0.00
431	Community Education General	252,927.27	1,436,201	1,409,967	26,235	279,162.05
432	ECFE	108,505.09	286,096	322,975	(36,878)	71,626.61
444	School Readiness	44,267.03	483,633	476,054	7,580	51,846.53
447	ABE	0.00	14,099	14,099	0	0.00
	<i>Includes pmt to OPEB Trust (\$36,735) 20-21 & 21-22 & GASB 68 Rev/Exp \$4,422</i>					
464-418	Pension and ASL (trnsf from trust 18 & above GL)	11,100.54	22,045	19,668	2,377	13,477.40
464-599	Screening	0.00	14,033	14,033	0	0.00
464	Non Public	24,629.30	99,892	99,877	15	24,644.55
	RESTRICTED	441,429.23	2,356,001	2,356,673	(672)	440,757.14
463	UNASSIGNED	0.00	0	0	0	0.00
	TOTAL COMMUNITY SERVICE FUND	441,429.23	2,356,001	2,356,673	(672)	440,757.14
6	BUILDING CONSTRUCTION FUND					
460-131	Prepaid Expenditures	0	0	0	0	0.00
	NONSPENDABLE	0.00	0	0	0	0.00
464	Building Construction	13,953,767.92	485,513	4,462,596	(3,977,083)	9,976,685.23
	RESTRICTED	13,953,767.92	485,513	4,462,596	(3,977,083)	9,976,685.23
	TOTAL BLDG CONSTRUCTION FUND	13,953,767.92	485,513	4,462,596	(3,977,083)	9,976,685.23
7	DEBT SERVICE FUND					
425	Refunding HS Building Bonds	0.00	0	0	0	0.00
451	QSCB Sinking Fund (GL JE)	11,160,195.39	504,863	(812,000)	1,316,863	12,477,058.58
464	Debt Service	1,188,039.28	4,546,015	4,683,913	(137,898)	1,050,141.68
	RESTRICTED	12,348,234.67	5,050,878	3,871,913	1,178,966	13,527,200.26
	TOTAL DEBT SERVICE FUND	12,348,234.67	5,050,878	3,871,913	1,178,966	13,527,200.26
	TRUST FUNDS					
18	CE Pension and ASL	87,623.67	1,258	19,668	(18,410)	69,213.72
20	Dental Self-Funded	940,675.51	719,206.40	616,458.26	102,748	1,043,423.65
21	Health Self-Funded	5,390,542.97	8,369,829.07	9,094,925.51	(725,096)	4,665,446.53
45---000	IRR-OPEB- PERA	4,816,535.69	1,148,117	485,627	662,490	5,479,025.58
	TOTAL TRUST FUNDS	11,235,377.84	10,238,411	10,216,679	21,732	11,257,109.48
	TOTAL ALL FUNDS	66,073,706.31	79,390,696	81,822,642	(2,431,946)	63,641,760
			79,390,696.09	81,822,642.29		
			0	0		

District Levy Summary**Subtotals By Levy Category**

Title	Limit	Proposed	Certified
GENERAL - RMV VOTER - JOBZ EXEMPT	7,624,113.12	7,624,113.12	7,624,113.12
GENERAL - RMV OTHER - JOBZ EXEMPT	3,457,945.17	3,457,945.17	3,457,945.17
GENERAL - NTC VOTER - JOBZ EXEMPT	0.00	0.00	0.00
GENERAL - NTC OTHER - JOBZ EXEMPT	3,065,053.65	3,065,053.65	3,065,053.65
COMMUNITY SERVICE - NTC OTHER - JOBZ EXEMPT	466,912.86	466,912.86	466,912.86
GENERAL DEBT - NTC VOTER - JOBZ NONEXEMPT	4,205,773.03	4,205,773.03	4,205,773.03
GENERAL DEBT - NTC OTHER - JOBZ NONEXEMPT	283,878.35	283,878.35	283,878.35
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	14,147,111.94	14,147,111.94	14,147,111.94
COMMUNITY SERVICES FUND	466,912.86	466,912.86	466,912.86
GENERAL DEBT SERVICE FUND	4,489,651.38	4,489,651.38	4,489,651.38
OPEB/PENSION DEBT SERVICE FUND	0.00	0.00	0.00

Subtotals By Tax Base

Title	Limit	Proposed	Certified
REFERENDUM MARKET VALUE	11,082,058.29	11,082,058.29	11,082,058.29
NET TAX CAPACITY	8,021,617.89	8,021,617.89	8,021,617.89

Subtotals By Truth In Taxation Category

Title	Limit	Proposed	Certified
VOTER APPROVED	11,829,886.15	11,829,886.15	11,829,886.15
OTHER	7,273,790.03	7,273,790.03	7,273,790.03

Total Levy

Title	Limit	Proposed	Certified
TOTAL LEVY	19,103,676.18	19,103,676.18	19,103,676.18

Minnesota Department of Education
 Levy Limitation and Certification Report
 2022 Payable 2023

District Number-Type: 0200-01
 District Name: Hastings Public School District
 Home County: DAKOTA

Date Printed: 12/7/22
 Limits Updated: 11/30/22
 Certified Submitted: 12/7/22

	LIMIT	PROPOSED	CERTIFIED
SUBTOTALS BY LEVY CATEGORY			
GENERAL - RMV VOTER - JOBZ EXEMPT	7,624,113.12	7,624,113.12	7,624,113.12
GENERAL - RMV OTHER - JOBZ EXEMPT	3,457,945.17	3,457,945.17	3,457,945.17
GENERAL - NTC VOTER - JOBZ EXEMPT	0.00	0.00	0.00
GENERAL - NTC OTHER - JOBZ EXEMPT	3,065,053.65	3,065,053.65	3,065,053.65
COMMUNITY SERVICE - NTC OTHER - JOBZ EXEMPT	466,912.86	466,912.86	466,912.86
GENERAL DEBT - NTC VOTER - JOBZ NONEXEMPT	4,205,773.03	4,205,773.03	4,205,773.03
GENERAL DEBT - NTC OTHER - JOBZ NONEXEMPT	283,878.35	283,878.35	283,878.35
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			
GENERAL FUND	14,147,111.94	14,147,111.94	14,147,111.94
COMMUNITY SERVICES FUND	466,912.86	466,912.86	466,912.86
GENERAL DEBT SERVICE FUND	4,489,651.38	4,489,651.38	4,489,651.38
OPEB/PENSION DEBT SERVICE FUND	0.00	0.00	0.00
SUBTOTALS BY TAX BASE			
REFERENDUM MARKET VALUE	11,082,058.29	11,082,058.29	11,082,058.29
NET TAX CAPACITY	8,021,617.89	8,021,617.89	8,021,617.89
SUBTOTALS BY TRUTH IN TAXATION CATEGORY			
VOTER APPROVED	11,829,886.15	11,829,886.15	11,829,886.15
OTHER	7,273,790.03	7,273,790.03	7,273,790.03
TOTAL LEVY			
TOTAL LEVY	19,103,676.18	19,103,676.18	19,103,676.18

The school district must submit the completed original of this form to the home county auditor by December 28, 2022. A duplicate form must be submitted to Minnesota Department of Education, School Finance Division, 400 NE Stinson Blvd., Minneapolis, MN 55413, by January 7, 2023.

The certified levy listed above is the levy voted by the school board for taxes payable in 2023.

Signature of School Board Clerk _____

Date of Certification _____

INDEPENDENT
SCHOOL DISTRICT **#200**

Master Agreement



20220-20231
20231-20242

**Education Minnesota Hastings
Educational Support Professionals**

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ARTICLE I – PURPOSE

This Agreement is entered into between the Hastings School District, Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the ~~District school board or school district~~ District) and Education Minnesota Hastings Educational Support Professionals, (hereinafter referred to as the Exclusive Representative or Union) pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as P.E.L.R.A.) to provide the terms and conditions of employment for employees during the duration of this Agreement.

ARTICLE II – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1 – Recognition

In accordance with P.E.L.R.A., the school board recognizes Education Minnesota Hastings Educational Support Professionals as the exclusive representative of paraprofessionals employed by the school board of Independent School District No. 200, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in the provisions of this Agreement.

Section 2 - Appropriate Unit

The exclusive representative shall represent all of the paraprofessionals of the ~~D~~District as defined in Article III, Section 2, of this Agreement.

ARTICLE III – DEFINITIONS

Section 1 - Terms and Conditions of Employment

Terms and conditions of employment means the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the ~~employer-District's~~ District's personnel policies affecting the working conditions of the employees. The terms do not mean educational policies of a ~~school-D~~District. The terms are subject to the provisions of Section 179A.07 regarding the rights of public employers and the scope of negotiations.

Section 2 - Employee

Employee shall mean paraprofessionals, student and instructional assistants, and/or Certified Occupational Therapy Assistant (COTA) employed by Independent School District No. 200, Hastings Minnesota, who are public employees within the meaning of MN Statute 179A.03, Subd. 14, excluding supervisory, confidential, and all other employees.

Specifically the groups are as follows:

Student Assistant (Non-instructional Playground, Cafeteria, Physical Ed, Non-IEP Bus Duty)

Instructional Assistant (Special Services Pupil Support Assistant (PSA), ELL, Title I: Reading, Math, and other programs assisting teacher with instruction)

Lead Instructional Assistant (AVID)

COTA (Certified Occupational Therapy Assistant)

RCD- Responsibility-Centered Discipline Assistant

Section 3 – School Board of School District 200

~~Any reference to the school board or school district in this Agreement shall mean the school board or its designated officials or representatives.~~

Section 4 - Domestic Partner

Domestic partner shall be defined as an individual for whom the employee has completed a domestic partner registration form with a city/government agency. A copy of the registration must be provided to the District in advance of a request for leave within this Agreement to apply.

Section 5 – Work Year

The work year shall be defined as all student contact days plus one in-service day.

Section 4 6- Other Terms

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE IV – SCHOOL BOARD/DISTRICT RIGHTS

Section 1 - Inherent Managerial Rights

The exclusive representative recognizes that the school ~~D~~istrict 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-~~District~~, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the school-~~D~~istrict.

Section 2 - Management Responsibilities

The exclusive representative recognizes the right and obligation of the school ~~D~~istrict to efficiently manage and conduct the operation of the school-~~D~~istrict within its legal limitations and with its primary obligation to provide educational opportunity for the students of the school-~~D~~istrict.

Section 3 - Effect of Laws and Regulations

The parties recognize that the school District, all employees covered by this Agreement, and all provisions of this Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the Department 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 V – EXCLUSIVE REPRESENTATIVE AND EMPLOYEE RIGHTS

Section 1 - Right to Views

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

Section 2 - Right to Join

Pursuant to P.E.L.R.A., employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such employees with the school board of such unit.

Section 3 - Request for Dues Check Off

Subd. 1 - Employees shall have the right to request and be allowed dues check off for the organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any organization that has lost its right to dues check off pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the school-District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the exclusive representative during the period provided in said authorization.

Subd. 2 - In the event an employee chooses to discontinue membership outside of provisions in the dues check off authorization form, the dues deductions shall continue but shall be held in escrow by the School-District pending a final notification from the exclusive representative as to whether or not the deductions are to be discontinued. The exclusive representative shall hold the District harmless regarding any disputes that arise between the employee and the exclusive representative.

Subd. 3 - Indemnification. The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save School District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the implementation of this Section 3, Request for Dues Check Off.

Subd. 4 - By October 15th of each year, the exclusive representative will notify the business office of the amount of dues to be deducted. Dues will be deducted in 14 equal installments beginning with the first paycheck in November and concluding with the last paycheck in May.

Section 4 - Personnel Files

All evaluations and files relating to each individual employee shall be available during regular school business hours to each individual employee upon his/her written request and the scheduling of a time with the Human Resources Director to review the documents. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein, provided, however, the school ~~D~~istrict may destroy such files as provided by law. The school ~~D~~istrict shall expunge from an employee's file any material found to be false or inaccurate through the grievance procedure.

Section 5 - School Equipment and Facilities

The Exclusive Representative may reasonably use school copy machines, calculating machines, audio-visual equipment, computers and other accessories when such equipment is not otherwise in actual use and during non-work hours, so long as the equipment is kept in the building. The cost of materials for use of such equipment shall be borne by the Exclusive Representative. The Exclusive Representative shall also have access to school facilities such as classrooms, lecture halls, and theaters during non-work hours when those facilities are not in use, subject to the requirements and conditions contained in the ~~D~~istrict's facilities use policies and procedures.

ARTICLE VI – LENGTH OF SCHOOL YEAR AND WORK DAY

Section 1 - Training Days

Employees may be assigned training days in addition to student contact days. These are considered work days and attendance is required.

Section 2 - IEP Meetings

At the discretion of the Building Principal, Director of Special Services or the Assistant Director of Special Services, employees shall be allowed to attend IEP meetings of the students with which they work. Employees shall be paid at their hourly rate of pay.

Section 3 - Hours: Basic Work Day, Lunch, Breaks

Subd. 1 - A paid fifteen (15) minute, duty free break, shall be provided for each four (4) hours worked per day, including hours worked at multiple sites. The employee may choose not to take a break, but the schedule must allow for one.

Subd. 2 - Employees working six (6) hours or more per day shall be provided with a duty-free, unpaid lunch period of thirty (30) minutes daily.

Subd. 3 - In the event that it is necessary for employees to travel between schools as a part of their assignment, travel time shall be included in the work day and mileage shall be reimbursed.

Subd. 4 - In the event that the student to whom a Special Services PSA is assigned is absent from school, the PSA will:

1. Notify their direct supervisor or his/her designee. If there is a need for a substitute elsewhere in the District the PSA will be assigned to fill that position and will inform his/her supervising teacher of the plan.
2. If there is no need for a substitute, the PSA will report to his/her supervising teacher who will assign alternate duties.
3. If the PSA is not needed as a substitute and the supervising special education teacher can identify no pressing needs, he/she may choose to take the day(s) off without pay.

ARTICLE VII – PROBATIONARY PERIOD

Section 1 – Probationary Period

Subd. 1 - The probationary period for an employee who is hired per the terms of the District 200 Contract shall be nine (9) months. During the probationary period, the employee may be dismissed at any time it becomes apparent to the administration that the employee is not willing or qualified to perform the duties of the position.

Subd. 2 - Probationary employees are evaluated by their immediate supervisor and recommended for permanent status.

ARTICLE VIII – POSITIONS AND WAGE RATES RATES OF PAY

Section 1 – Positions and Wage Rates

The positions and wages reflected in Appendix A-1 and A-2 (salary schedule), attached hereto, incorporated herein, shall be in effect for all employees. The work day shall be assigned by the administration to best meet the needs of the students and District.

Grade 4 – Student Assistant (*Non-instructional Playground, Cafeteria, Physical Ed, Non-IEP Bus Duty*)

Grade 6 – Instructional Assistant (*Special Services PSA, ESL, Title I: Reading, Math, and other programs assisting teacher with instruction*)

Grade 8 – Lead Instructional Assistant (AVID)

Grade 10 – COTA (*Certified Occupational Therapy Assistant*)

Section 2 – Step Increase Status

Subd. 1 – Employees shall be compensated pursuant to Appendices A-1 and A-2. If the initial employment is after January 1st, the employees shall not advance on the following July 1st.

Subd. 2 - . In the event a successor Agreement is not entered into prior to the expiration of this Agreement, employees shall be compensated according to the current rate until a successor Agreement is fully ratified.

Subd. 3 — The school board District reserves the right to withhold advancement on the salary schedule for cause attributed to the employee's performance or misconduct.

Section 3 - Substitute Pay

The substitute rate of pay for substitutes shall be as follows:

Grade 4 – Student Assistants –First step of the Salary Schedule
Grade 6 – Instructional Assistants – First step of the Salary Schedule
Grade 10 – COTA – N/A

Section 4 - Mileage Allowance

The District will pay the IRS rate per mile for authorized use of personal cars in connection with school-District business.

ARTICLE IX – JOB POSTINGS AND TRANSFERS

Section 1 - Grade Level/Assignment Transition

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

Section 2 - Moving to a Lower Grade

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

Section 3 – Transfer or Change of Assignment

In the event of a transfer of building or change of assignment, the district shall give the employee no fewer than ten days' notice.

ARTICLE X – GROUP INSURANCE

Section 1 - Affordable Care Act

In the event this Agreement causes or will cause penalties, fees, or fines to be assessed against the School-District, the parties agree to reopen negotiations that result in a new

Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the ~~School~~-District.

Section 2 - Selection of Carrier

The selection of the insurance carrier and policy shall be made by the school board-District.

Section 3 - Medical-Hospitalization Insurance:

Subd. 1 - Coverage Under Multiple Bargaining Units: If an employee is covered by more than one bargaining unit they can combine their hours to qualify for insurance.

Subd. 2 – Combined Coverage: Each employee may only be covered under one policy under each of the District’s insurance plans, i.e. health and dental.

Subd. 3 – Spouse Contribution for Medical-Hospitalization Insurance: When both employee and spouse are members of the bargaining unit, or members of another bargaining unit eligible to combine coverage, and covered under the District’s medical insurance plan, they will be covered by single insurance plans unless there are additional dependents. Coverage for employee and spouse, when there are additional dependents, will be provided through one family plan. The district will allow combining of contributions (policy holder family contribution plus spouse-single contribution) only if family insurance coverage is needed due to the dependents (children).

Subd. 4 – Spouse Contribution for Dental Insurance: When combining coverage for dental insurance, both employees shall be covered under one family dental plan.

Subd. 5 – Eligibility – The District shall make insurance contributions toward the premium for each employee who is regularly scheduled to work at least 850 hours per year, and is enrolled in the District’s insurance plan(s).

Subd. 6 – 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 medical-hospitalization plan. The amount provided by the District shall be as defined in Subds. 7 and 8, however, the amount shall not exceed the actual cost of the insurance premium.

Subd. 7 – Single Coverage

Non-High Deductible Plan (Comp Basic)

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
<u>1606 to 1888</u>	<u>\$769</u>
<u>1417 to 1605</u>	<u>\$653</u>
<u>1228 to 1416</u>	<u>\$576</u>
<u>945 to 1227</u>	<u>\$500</u>
<u>850 to 944</u>	<u>\$384</u>

High Deductible/VEBA Plan

<u>1606 to 1888</u>	<u>\$663</u>
<u>1417 to 1605</u>	<u>\$553</u>
<u>1228 to 1416</u>	<u>\$476</u>
<u>945 to 1227</u>	<u>\$400</u>
<u>850 to 944</u>	<u>\$284</u>

Subd. 8 – Family Coverage

Non-High Deductible Plan (Comp Basic)

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
<u>1606 to 1888</u>	<u>\$1,614</u>
<u>1417 to 1605</u>	<u>\$1,372</u>

1228 to 1416	\$1,210
945 to 1227	\$1,049
850 to 944	\$807

High Deductible/VEBA Plan

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
1606 to 1888	\$1,414
1417 to 1605	\$1,172
1228 to 1416	\$1,010
945 to 1227	\$849
850 to 944	\$607

Subd. 9 – The cost of any premium that exceeds the District’s monthly contribution shall be borne by the employee and paid by pre-tax payroll deduction.

Subd. 140 – For employees participating in the single high deductible/VEBA insurance plan, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 2022: \$100 per month

Subd. 112 – For employees participating in the family high deductible/VEBA insurance plan, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 2022: \$200 per month

Subd. 123 – Effective July 1, 2023, the monthly VEBA contribution will be divided equally over the number of payrolls elected by the employee each year.

~~Subd. 1 – Single Coverage: Effective July 1, 2020, the school district shall contribute a sum not to exceed the cost of Comp Basic Single, based on hours worked, as provided in Appendices B-1 and E-1, during the 2020-2021 school year for the cost of the single premium for all employees who qualify for and are enrolled in the group medical-hospitalization plan. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.~~

~~Subd. 2 – Effective July 1, 2021 the district shall contribute a sum not to exceed the cost of Comp Basic Single, based on hours worked, as provided in Appendices B-1 and E1, during the 2021-2022 school year for the cost of the single premium for all employees who qualify for and are enrolled in the group medical-hospitalization plan. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.~~

~~Subd. 3 – Family Coverage: Effective July 1, 2020, the school district shall contribute a sum not to exceed \$1,613.69 per month of service based on hours worked, as provided in Appendices B-1 and E-1, during the 2020-21 school year for the cost of the family premium for all employees who qualify for and are enrolled in the school district group medical-hospitalization plan. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.~~

~~Subd. 4 – Effective July 1, 2021, the school district shall contribute a sum up to 73.5% of~~

~~Comp Basic Family capped at \$1,677.08 per month, based on hours worked, as provided in Appendices B-1 and E-1, for the cost of the family premium for all employees who qualify for and are enrolled in the school district group medical hospitalization plan. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction.~~

Subd. 5 134- Survivor Benefits: The school district will follow the law per COBRA.

Section 4 - Life Insurance

The ~~school~~ District shall provide a group term insurance policy in the amount of \$50,000. The cost will be borne entirely by the ~~school~~ District for an employee whose hours worked is 850 or more annually.

Section 5 - Dental Insurance

Subd. 1 - The ~~school~~ District shall permit employees to participate in the district dental insurance program subject to any restrictions or provisions of the insurance carrier.

Subd. 2 - The District shall provide a monthly contribution toward the premium for dental insurance, including dependent coverage, for all employees who qualify for, and are enrolled in, the District's dental insurance plan. The amount provided shall be as follows, however, the amount shall not exceed the actual cost of the insurance:

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
<u>1606 to 1888</u>	<u>\$81</u>
<u>1417 to 1605</u>	<u>\$69</u>
<u>1228 to 1416</u>	<u>\$61</u>
<u>945 to 1227</u>	<u>\$53</u>
<u>850 to 944</u>	<u>\$41</u>

Subd. 3 - The cost of the premium not contributed by the District shall be borne by the employee and paid by payroll deduction.

~~Subd. 2 - Effective July 1, 2020, the school district shall contribute a sum up to \$81.00 per month of service for the cost of the dental insurance premium for all employees who qualify for and are enrolled in the group dental insurance plan. The cost of the premium not contributed by the school district shall be borne by the employee and paid by payroll deduction (based on hours worked in accordance with Appendices B1 and E1).~~

Section 6 - Long Term Disability Insurance

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

Section 7 - Combining Hours

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

ARTICLE XI - LEAVES OF ABSENCE

Section 1 - Sick Leave

Subd. 1 - Sick leave with pay shall be allowed by the school board District whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.

Subd. 2 - The school board District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness or injury, in order to qualify for sick leave pay. In the event that a medical certificate will be required, the employee will be so advised.

Subd. 3 ~~—~~ In addition, an employee may use sick leave pursuant to M.S. 181.9413, for the illness of or injury to the employee's child (including biological, step, adopted or foster), adult child, grandchild, spouse, sibling, parent, grandparent, step-parent, spouse's mother or father, or domestic partner, provided the employee has a Domestic Partnership Agreement and Affidavit form on file with the District.

Subd. 4 ~~—~~ Sick leave does not apply to situations related to daycare issues, or lack of childcare.

Subd. 5 ~~—~~ Accrual: Sick leave will be granted for personal illness and/or serious illness in the immediate family. Sick leave will be granted at a rate of nine (9) days pro-rated to the hours worked per day accumulative to 150 days. (Example: Employee's assignment – 9 days x 6 hours per day – eligible for 54 hours per year. Assignment –9 days x 4 hours per day – eligible for 36 hours per year. Assignment – 9 days x 8 hours per day – eligible for 72 hours per year.)

Subd. 6 ~~—~~ Unused Sick Leave: Employees will be granted nine (9) days of sick leave at the proration of their average hours per day. When an employee has accumulated 150 days of sick leave the employee will be paid up to five (5) days beyond 150 days at a rate of ~~\$14.50~~16.50 per hour. These days will be paid in a supplemental payroll at the end of July.

Subd. 7 - Eligibility: To be eligible for sick leave, you must be a permanent employee with a predetermined work schedule. Sick leave will not be available to casual employees who work as substitutes. Sick leave shall be based upon the average hours worked, per day, at the time that sick leave is used.

Subd. 8 A sick leave bank shall be available in accordance with the terms of the Sick Leave Bank MOU provided at the end of this Agreement.

~~Subd. 8 - On or about January 15th of each year, the business office will contact members for voluntary donations of unused sick leave days to establish and maintain a paid sick leave bank up to 250 days. Employees may donate a maximum of 2 days per year to the bank.~~

~~Subd. 9 - If a member of the bargaining unit runs out of sick leave due to serious illness, they may contact the School Superintendent about their situation and request days from the sick leave bank. The Superintendent will determine the amount of sick leave to be granted from the bank, with a maximum of 10 days.~~

Section 2 - Bereavement 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/guardian, brother, sister, mother-in-law, father-in-law, **brother-in-law, sister-in-law**, aunt, uncle, grandparent, **spouse's grandparent**, grandchildren, stepparent, domestic life partner or domestic life partner's parent.

~~Subd. 1 - In the case of a death in the immediate family (immediate family shall mean spouse, child, parent, brother, sister, mother-in-law, father-in-law, aunt, uncle, grandparent, grandchild, stepparent, stepchild, guardian, domestic life partner or domestic life partner's parent) up to five (5) days will be allowed per death without pay deduction and without deduction from sick leave.~~

~~Subd. 2 - At the discretion of the Superintendent, up to two (2) days in addition to those identified in Subd. one may be granted. The additional days shall be deducted from sick leave.~~

Section 3 - Essential Leave

All employees will be granted ~~leave~~, of no more than two (2) days of essential leave, per year, non-accumulative, for situations that arise requiring the employee's personal attention which cannot be attended to when school is not in session and which are not covered under other policies. The leave is granted based on the employee's regularly scheduled base hours per day, according to the employee's pro-rated hours per day. Any days that are unused will be paid at a rate of \$~~14.50~~16.50 per hour. The payment for unused days will occur in a supplemental payroll at the end of July.

Section 4 - Emergency Closing

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

Section 5 - Jury Duty and Other Legal Commitments

Subd. 1 - Employees called for jury duty, deposition, subpoena or to give testimony before a court, legal jurisdiction or administrative proceedings shall be granted a leave of absence unless the employee is party to a court action against the District, is a complainant in an action against the District, or is a participant in an action on behalf of the exclusive representative and/or is the subject in a criminal, civil and/or personal legal accusation.

Subd. 2 - The employee shall receive full pay for this type of absence less jury duty and/or consultant pay, exclusive of expenses.

~~Employees called to serve on a jury, or subpoenaed as a result of their employment with the District, shall remit pay to the district, not including mileage, and receive a regular day's pay for each day on jury duty.~~

Section 6 - Requests for Unpaid Days

A request for a day(s) off without pay, when vacation days have already been used, must be approved by the superintendent, or his/her designee, and will only be honored for extenuating circumstances.

Section 7 - Worker's Compensation

Subd. 1 - Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Worker's Compensation Act, incurred while in the employment of the ~~school~~ District, the ~~school~~ District will pay the difference between the compensation received pursuant to the Worker's Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick leave, essential leave and/or vacation pay.

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

Subd. 3 - Such payment shall be paid by the ~~school~~ District to the employee only during the period of disability.

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

Subd. 5 - The parties agree that an employee of the ~~school~~ District shall not be entitled to sick leave pay benefits under this section if he/she is injured while in the employ of another employer nor shall there be an accrual of such during the period of convalescence from that injury.

Section 8 - Parental Leave

Subd. 1 - An employee shall be afforded a parental leave of absence provided the employee follows the procedures outlined in this section.

Subd. 2 - The employee requesting parental leave shall make the request in writing to the superintendent on the appropriate forms provided by the District. The request should include the following:

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

Subd. 3 - The pregnant employee shall notify the superintendent in writing not later than in the fourth month of pregnancy. Also, at such time provide a physician's statement indicating the estimated date of delivery of the child.

Subd. 4 - The beginning date of said leave and its duration shall be submitted by the superintendent to the ~~school~~ District for its action. In recommending the date of

commencement and duration of the leave, the superintendent shall review each case on its individual merits, taking into consideration the following:

1. The continuity of the instructional program for the students.
2. Desires of the employee.
3. Specific employment duties of the employee involved.
4. The recommendation of the employee's physician, if any.

Subd. 5 - In making the determination under this subdivision concerning commencement and duration of a parental leave of absence, the ~~school board~~ District shall not in any event be required to:

1. Grant any leave more than twelve (12) months in duration.
2. Permit the employee to return for employment prior to the date designated in the request for parental leave except by mutual agreement.

Subd. 6 - If the employee complies with all provisions of this section and a parental leave is granted by the ~~school~~ District, the ~~school~~ District shall notify the employee, in writing, of its action.

Subd. 7 - An employee returning from parental leave shall be reemployed in a position for which the employee is qualified commensurate with the position occupied prior to the leave, subject to the following conditions:

1. That the position has not been abolished.
2. That the employee returns on the date designated on the request for leave approved by the ~~school board~~ District.

Subd. 8 - The parties agree that the applicable periods of probation for employees as set forth in this Agreement are intended to be periods of actual service enabling the ~~school~~ District to have opportunity to evaluate an employee's performance. The parties agree, therefore, that periods of times for which the employee is on parental leave shall not be counted in determining the completion of the probationary period.

Subd. 9 - The parties agree that any parental leave of absence granted under this section shall be leave without pay.

Subd. 10 - Parental leave may be extended by mutual consent of the ~~school~~ District and the employee.

Subd. 11 - Employee shall be granted five (5) days of leave during the first (twelve months) after the birth or adoption of a child or children. The days are to be deducted from their allocated sick leave.

Section 9 - Education Leave

Subd. 1 - Upon request, an employee may be granted a leave for up to 188 hours over the course of the employee's employment with the district. The leave shall be one school year, without pay, for the purpose of student teaching and other educational experiences in order to obtain a teaching license. In order to be eligible for this leave, the employee must have completed two ~~(2)~~ years of employment in the Ddistrict. ~~Applications for such leave shall be made no later than March 1 prior to the year of requested leave.~~

Subd 2 - Employees granted education leave, and working less than one half of their annual work days shall not receive advancement on the salary schedule for the following school year. Employees working less than a full year shall earn pro-rated leave based on the duration of time worked during the year of the education leave. Seniority shall continue to accrue during the leave.

Subd. 3 - Whenever a leave extends to the end of a school year, the employee shall notify the district in writing by March 1 of intent to return or not to return to the district the following year. Employees returning from leave shall be assigned to the same or comparable position. If the number of employee positions has been reduced, return to employment shall be governed by seniority.

Section 10 – Unpaid Leaves

Unpaid leaves of absence are at the discretion of the school district. If the district grants an employee an unpaid leave of absence, the employee will not accrue seniority during the time he/she is on an unpaid leave of absence

ARTICLE XII – VACATION AND HOLIDAY PAY

Section 1 - Eligibility

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

Subd. 2 - Vacation and holiday pay will not be available to casual employees who work as substitutes.

Subd. 3 - In the event that a member's immediate family dies or becomes hospitalized with a serious illness or injury, while an employee is on vacation, the employee's leave will be changed to the appropriate leave type with the approval of the Superintendent.

Section 2 - Holiday Pay

Subd. 1 - The following legal holidays will be granted to all permanent employees:

Employees hired prior to 7/1/2008

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Eve

8. Christmas Day

***Employees hired after 7/1/2008
or did not previously
receive holiday pay***

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Thanksgiving Day
6. Christmas Day

Subd. 2 - Payment for holidays shall be made in the payroll period in which the holiday falls. ~~The number of paid hours will be determined by the average number of hours worked.~~

Subd. 3 - ~~Payment for holidays shall be based on the employee's regularly scheduled base hours per day~~

Section 3 - Vacation Pay

Subd. 1 - Two ~~(2)~~ days of vacation pay will be granted to all permanent employees hired after July 1, 2008 or who did not previously receive vacation pay.

Subd. 2 - Four ~~(4)~~ days of vacation pay, pro-rated on hours worked per day, will be granted to all permanent employees hired prior to July 1, 2008.

Subd. 3 - ~~Payment for vacation shall be based on the employee's regularly scheduled based hours per day~~

Subd. 3 ~~4~~ - Vacation time must be approved in advance with the employee's supervisor.

Subd. 4 ~~5~~ - Whenever possible, employees are encouraged to use vacation days when school is not in session.

Subd. 5 ~~6~~ - The payment for unused days will occur in a supplemental payroll at the end of July at the employee's current rate of pay.

ARTICLE XIII – SENIORITY AND LAYOFF

Section 1 - Seniority or Seniority Date

Subd. 1 - Seniority or seniority date for purposes of layoff means an employee's first date of most recent continuous service in the District in a position within the bargaining unit.

Subd. 2 - No seniority shall accrue until the employee has satisfactorily completed the applicable probationary period. Upon completion of probation, seniority will be credited back to the seniority date specified above.

Section 2 - Job Classification

For purposes of this Article, the phrase "job classification" refers to a position within one of the following groups:

1. Non-Instructional Playground Cafeteria, Physical Ed., Non-IEP Bus Duty
2. Special Services PSA Instructional Assistant
3. ESL Instructional Assistant
4. Title I: Reading & Math Instructional Assistant
5. General Ed Intervention Instructional Assistant

6. Lead Instructional Assistant

7. COTA

8. RCD Assistant

Section 3 - Preparation of Seniority List

Subd. 1 - Preparation and posting of seniority and lists: By January 15 of each school year, the ~~School~~-District shall create and post a seniority list. The list will include the name of each employee, their seniority date, and job classification and will be posted at all ~~school~~-buildings in the District.

Subd. 2 - Request for change: An employee who disputes their standing on the list may process a grievance pursuant to and within the timelines set forth in the grievance procedure.

Subd. 3 - Final list: Within ten business days after the request for change period has ended, if there are any changes to the original seniority list, the ~~School~~-District will prepare and post a final seniority list at all school buildings in the District. The final seniority list shall be binding on the ~~School~~-District and employees.

Section 4 - Ties in Seniority

Subd. 1 - In the event two or more employees in the same job classification have the same seniority date, the seniority tie shall be broken as follows:

1. The employee with the most years of employment in the bargaining unit, regardless of whether the years are continuous or in the same job classification, shall be deemed more senior.
2. Should a seniority tie still exist, it will be broken by using the employee number. The employee with the lowest employee number shall be deemed more senior.

Section 5 - Layoff and Recall

Subd. 1 - Layoff: When it becomes necessary to lay off an employee, the least senior employee in the applicable job classification will be placed on layoff.

Subd. 2 - Recall: An employee on layoff shall retain his/her seniority and right to recall to a vacant position within job classification for a period of one (1) year after the date of layoff.

Section 6 - Benefits While on Layoff

Employees placed on layoff shall remain eligible for participation in the ~~School~~-District's group insurance programs at their own expense for the duration of their layoff period.

Section 7 - Employment Rights During Leave

An employee placed on layoff may engage in employment in any other occupation during the period of layoff.

Section 8 - Seniority Credit

Layoff status shall not result in a loss of seniority or loss of any accrued leaves.

Section 9 - Unemployment Benefits While on Layoff

Nothing in this Article shall be construed to impair the rights of employees placed on layoff to receive unemployment benefits if otherwise eligible.

Section 10 - Assignment

Employees will be reassigned each year on the basis of student and Deistrict needs. The administration maintains the ultimate right of assignment; however, the employees' preferences will receive full consideration.

ARTICLE XIV – RETIREMENT AND SEVERANCE

Section 1 - Eligibility

Employees hired prior to July 1, 2008, and regularly employed for two hours or more per day and who have completed at least twelve (12) years of service with the ~~school~~ Deistrict and who are at least 55 years of age shall be eligible to receive the amount obtained by multiplying 50% of the employee's unused number of sick leave days not to exceed 60 days' pay, based on average hours worked per day.

Section 2 - Severance Amount

In addition, employees who have been regularly employed shall be eligible for one (~~4~~) day of pay, based on the average hours worked per day, multiplied by the number of years of service not to exceed 25 days.

Section 3 - Severance Caps

Subd. 1 - Severance is capped at the maximum hourly rate for each grade according to the salary schedule for the 2008-09 school year.

Grade 4	\$14.44
Grade 6	\$17.41
Grade 10	\$26.29

Subd. 2 - Hours per day and rate of pay will be based on a five (~~5~~) year average.

Example:

- Student Asst., 3 years at Grade 4, current rate or cap
- Instructional Asst., 2 years at Grade 6, current rate or cap

The average rate of pay would be used to calculate severance.

Subd. 3 - If the employee's current hourly rate is less than the capped amount, then that hourly rate will be used for severance purposes. If the employee's hourly rate is more than the capped amount, the 2008-09 rate will be used for severance purposes. See Appendix F-1.

Section 4 - Severance Payments

All retirement/severance payment shall be deposited by the school-District into The Minnesota Health Care Savings Plan.

Section 5 - Survivor Benefit

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

ARTICLE XV – MATCHING CONTRIBUTION PLAN 403B

Section 1 - Eligibility

Subd. 1 - Employees hired after June 30th, 2008 who are regularly employed with the school-District shall be eligible to participate in a 403B matching contribution plan pursuant to M.S.356.24.

Subd. 2 - Employees hired prior to July 1, 2008, who are regularly employed with the school-District shall be eligible and may choose to participate in a 403B matching contribution plan pursuant to M.S.356.24. If choosing to participate the employee would be forfeiting all rights to severance and retiree health under Article XIV, Retirement and Severance.

Section 2 - Contributions

Subd. 1 - The District will match eligible annual employee contributions at the beginning of the years of service as stated below. Budgeted annual amounts will determine the max that can be set up each year.

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

Subd. 2 - The Maximum annual match is capped at \$2,500. The maximum lifetime match is capped at \$35,000

Subd. 3 - Determination of years is based on hire date before or after January 1.

Subd. 4 – An ISD #200 Salary Reduction Authorization Agreement stating “Matching Contribution” must be received by the district office on August 1, preceding the school year during which the employee wishes to participate.

ARTICLE XVI – GRIEVANCE PROCEDURE

Section 1 - Definitions

Subd. 1 - Grievance: A grievance shall be defined as a dispute which arises concerning the application or interpretation of the terms of this agreement.

Subd. 2 – Days: Days shall mean calendar days excluding Saturday, Sunday, and holidays as stated in this Agreement, and legal holidays as defined by Minnesota Statute.

Section 2 - Adjustment of Grievance

Subd. 1 - A grievance shall be resolved in the following manner. Both parties recognized that the seriousness of an issue may lead to the need of skipping a step in the outlined process.

Subd. 2 - Step I: The employee will verbally address their grievance to their immediate supervisor in an attempt to resolve the grievance.

Subd. 3 - Step II: In the event that the grievance is not resolved, the Exclusive Representative may submit a written grievance using the Grievance Reporting Form (Appendix G) to the employee's immediate supervisor, within twenty (20) days after the event giving rise to the grievance.

Subd. 4 - Step III: Within fifteen (15) days of the receipt of the grievance, the immediate supervisor and the Exclusive Representative shall meet in an attempt to resolve the grievance. The immediate supervisor shall provide a written response to the grievance within ten (10) days of the meeting. If a resolution of the grievance results, the terms of the resolution shall be written on or attached to the grievance and shall be signed by all parties.

Subd. 5 - Step IV: In the event that the grievance is not resolved, the Exclusive Representative may forward the grievance to the Superintendent or his/her designee. This will be done within ten (10) days of the receipt of the immediate supervisor's response. Within fifteen (15) days of the receipt of the grievance, the Superintendent or his/her designee will schedule a time to meet with the Exclusive Representative to discuss and attempt to resolve the grievance. The Superintendent or his/her designee will, within ten (10) days of the meeting, provide a written response to the grievance to the Exclusive Representative. If a resolution of the grievance results, the terms of the resolution shall be written on or attached to the grievance and shall be signed by all parties.

Subd. 6 - Step V: In the event the grievance is not resolved, within ten (10) days after receiving the written response of the denial of the grievance, either party may request arbitration by serving a written notice to the other party of their intention to proceed with arbitration.

The employer District and the Exclusive Representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the employer District and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of seven (7) names. The list maintained by the Bureau of Mediation Services shall be made up of qualified

arbitrators who

have submitted an application to the Bureau. The parties shall alternately strike names from the list of seven (7) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

The arbitrator shall not have the power to add to, to subtract from, or to modify in any way the terms of the existing contract. The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the Laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Processing of all grievances shall be during the normal work day whenever possible, and the employee(s) shall not lose wages due to the necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceedings are as follows:

The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or

If the number of persons participating on behalf of the public employer is less than three, three employees may still participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and extend any time limits in this grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance.

The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstances is held invalid, it shall not affect any other provision or paragraph of the grievance procedure or the application of any provision or paragraph thereof under different circumstances.

Subd. 7 - 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 in this Agreement, the employee(s) 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, to enforce the award of an arbitrator, or to any situation in which its application constitutes unlawful reprisal or retaliation under applicable law.

ARTICLE XVII MISCELLANEOUS

Section 1 – Damage to personal property

The District shall reimburse employees, up to a maximum of \$500 per incident, for replacement of repair of personal property, damaged or destroyed as a result of student assault or aggressive behavior that occurs while the employee is engaged in the performance of his or her assigned duties. In order to be eligible for reimbursement, the employee must report the incident within 48 hours and provide receipts and a police report, if one was made. Reimbursement made under this section is gratuitous payment and is not considered acceptance of liability on the part of the district

ARTICLE XVIII - DURATION

Section 1 - Duration

Subd. 1 - This agreement shall remain in full force and effect for a period commencing on July 1, 2020~~2~~, through June 30, 2022~~3~~. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (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~~3~~, all compensation and working conditions shall remain in effect as set forth in this Agreement until a successor Agreement is affected.

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

Education Minnesota Hastings
Educational Support Professionals

Independent School District 200

Chairperson

Clerk

Chief Board Negotiator

Date: _____

Date: _____

APPENDIX A

2022-2023

<u>DESCRIPTION</u>	<u>Step</u>	<u>Grade 10</u>	<u>Grade 8</u>	<u>Grade 6</u>	<u>Grade 4</u>
<u>Grade 10</u>		<u>Hourly Rates</u>			
<u>Cert. Occup. Therapy Asst. (COTA)</u>	<u>6</u>	<u>\$27.97</u>	<u>\$23.17</u>	<u>\$19.40</u>	<u>\$16.37</u>
<u>Grade 8</u>	<u>7</u>	<u>\$28.65</u>	<u>\$23.74</u>	<u>\$19.81</u>	<u>\$16.67</u>
<u>Lead Instructional Assistant (AVID)</u>	<u>8</u>	<u>\$29.35</u>	<u>\$24.25</u>	<u>\$20.22</u>	<u>\$17.00</u>
	<u>9</u>	<u>\$30.06</u>	<u>\$24.80</u>	<u>\$20.59</u>	<u>\$17.32</u>
<u>Grade 6</u>	<u>10</u>	<u>\$30.75</u>	<u>\$25.34</u>	<u>\$21.02</u>	<u>\$17.67</u>
<u>Instructional Assistant</u>	<u>11</u>	<u>\$31.43</u>	<u>\$25.88</u>	<u>\$21.42</u>	<u>\$17.98</u>
<u>(Spec. Services PSA, ELL, Title I: Reading, Math,</u>	<u>12</u>	<u>\$32.14</u>	<u>\$26.41</u>	<u>\$21.82</u>	<u>\$18.33</u>
<u>RDC, and other programs assisting teachers</u>	<u>13</u>	<u>\$32.85</u>	<u>\$26.95</u>	<u>\$22.42</u>	<u>\$18.67</u>
<u>with instruction)</u>	<u>16</u>	<u>\$34.10</u>	<u>\$27.95</u>	<u>\$23.42</u>	<u>\$19.42</u>
	<u>21</u>	<u>\$35.35</u>	<u>\$28.95</u>	<u>\$24.42</u>	<u>\$20.17</u>
<u>Grade 4</u>					
<u>Student Assistant</u>					
<u>(Non-instructional playground, cafeteria, Phy-Ed,</u>					
<u>non-IEP, bus duty)</u>					

Retention payment: For 2022-2023, all less than 12 month staff hired on or before June 30, 2022 will receive a one-time payment of \$800 paid out the first possible payroll following board approval of the agreement.

Appendix A-1 — Salary Schedule

2020-2021

Grade Step	12	11	10	9	8	7	6	5	4	3
2-Min	\$28.83	\$26.50	\$24.08	\$22.05	\$20.10	\$18.52	\$17.04	\$15.66	\$14.34	\$13.23
3	\$29.74	\$27.23	\$24.73	\$22.65	\$20.61	\$18.93	\$17.40	\$15.98	\$14.68	\$13.54
4	\$30.58	\$27.95	\$25.41	\$23.20	\$21.12	\$19.37	\$17.80	\$16.33	\$14.97	\$13.82
5	\$31.45	\$28.70	\$26.08	\$23.78	\$21.64	\$19.80	\$18.18	\$16.67	\$15.28	\$14.08
6	\$32.34	\$29.43	\$26.72	\$24.34	\$22.14	\$20.19	\$18.54	\$17.04	\$15.64	\$14.37
7-Mid	\$33.29	\$30.15	\$27.38	\$24.93	\$22.68	\$20.63	\$18.93	\$17.37	\$15.93	\$14.69
8	\$34.16	\$30.91	\$28.05	\$25.49	\$23.17	\$21.05	\$19.32	\$17.72	\$16.24	\$14.95
9	\$35.03	\$31.65	\$28.72	\$26.07	\$23.70	\$21.46	\$19.68	\$18.07	\$16.55	\$15.24
10	\$35.94	\$32.38	\$29.39	\$26.61	\$24.21	\$21.91	\$20.09	\$18.42	\$16.89	\$15.53
11	\$36.78	\$33.12	\$30.03	\$27.20	\$24.73	\$22.32	\$20.47	\$18.76	\$17.18	\$15.84
12	\$37.64	\$33.86	\$30.74	\$27.77	\$25.24	\$22.76	\$20.85	\$19.13	\$17.51	\$16.10
13-1 Max	\$38.41	\$34.58	\$31.39	\$28.34	\$25.76	\$23.18	\$21.42	\$19.46	\$17.84	\$16.41

Longevity

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

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

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

Appendix A-1—Salary Schedule

2021-2022

Grade Step	12	11	10	9	8	7	6	5	4	3
3-Min	\$30.45	\$27.91	\$25.35	\$23.22	\$21.13	\$19.40	\$17.84	\$16.38	\$15.05	\$13.85
4	\$31.34	\$28.65	\$26.05	\$23.78	\$21.65	\$19.85	\$18.25	\$16.74	\$15.34	\$14.17
5	\$32.24	\$29.42	\$26.73	\$24.37	\$22.18	\$20.30	\$18.63	\$17.09	\$15.66	\$14.43
6	\$33.12	\$30.17	\$27.39	\$24.95	\$22.69	\$20.69	\$19.00	\$17.47	\$16.03	\$14.73
7-Mid	\$34.12	\$30.90	\$28.06	\$25.55	\$23.25	\$21.15	\$19.40	\$17.80	\$16.33	\$15.06
8	\$35.04	\$31.68	\$28.75	\$26.13	\$23.75	\$21.58	\$19.80	\$18.16	\$16.65	\$15.32
9	\$35.94	\$32.44	\$29.44	\$26.72	\$24.29	\$22.00	\$20.17	\$18.52	\$16.96	\$15.62
10	\$36.84	\$33.19	\$30.12	\$27.28	\$24.82	\$22.46	\$20.59	\$18.88	\$17.31	\$15.92
11	\$37.70	\$33.95	\$30.78	\$27.88	\$25.35	\$22.88	\$20.98	\$19.23	\$17.61	\$16.24
12	\$38.58	\$34.71	\$31.48	\$28.46	\$25.87	\$23.33	\$21.37	\$19.61	\$17.95	\$16.50
13-1 Max	\$39.37	\$35.44	\$32.17	\$29.05	\$26.40	\$23.76	\$21.96	\$19.95	\$18.29	\$16.82

Longevity

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

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

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

Appendix A-2

Last	First	Job Description Classification	Paid Time Off	Grade	20-21 Step	*** *2	20-21 Hrly Rate	21-22 Step	*** *22	21-22 Hrly Rate
* Open	New	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
* Open	New	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
* Open	New	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
* Open	New	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
* Open	New	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
* Open	New	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
* Open	New	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
* Open	New	Instruc Asst Title	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
* Open	New	Student Asst	2/6/2/NL/9	4	2	-	14.34	3	-	15.05
* Open	New	Student Asst	2/6/2/NL/9	4	2	-	14.34	3	-	15.05
* Open	Open	Sec II-Student Asst	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
* Open	Open	Sec II-Student Asst	2/6/2/NL/9	4	2	-	14.34	3	-	15.05
*Open	New	Instruc Asst Title	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Anger	Rachel	Instruct Asst Spec Ed	4/8/2/NL/9	6	12	-	20.85	13	1	21.96
Balk	Claudia	Instruc Asst Spec Ed	2/6/2/NL/9	6	5	-	18.18	6	-	19.00
Beissel	Pam	Instruct Asst Spec Ed	4/8/2/NL/9	6	12	-	20.85	13	1	21.96
Berg	Linda	Instruct Asst ELL	4/8/2/NL/9	6	13	5	22.42	13	6	22.96
Boyd	Julie	Instruc Asst Spec Ed	2/6/2/NL/9	6	12	-	20.85	13	1	21.96
Butze	Marie	Instruct Asst Spec Ed	4/8/2/NL/9	6	13	2	21.42	13	3	21.96
Casey	Jill	Instruct Asst Spec Ed	2/6/2/NL/9	6	12	-	20.85	13	1	21.96
Chamberlain	Casey	Instruc Asst Title	2/6/2/NL/9	6	4	-	17.80	5	-	18.63
Cook	Kristina	Instruct Asst Spec Ed	2/6/2/NL/9	6	4	-	17.80	5	-	18.63
Cosgrove	Linda	Instruc Asst Spec Ed	4/8/2/NL/9	6	12	-	20.85	13	1	21.96
Deutsch	Anne	Instruc Asst Title	2/6/2/NL/9	6	4	-	17.80	5	-	18.63
Evermann	Mary	Instruc Asst Title	2/6/2/NL/9	6	10	-	20.09	11	-	20.98
Fanum	Kari	Instruc Asst Spec Ed	2/6/2/NL/9	6	9	-	19.68	10	-	20.59
Foreman	Patricia	Instruc Asst Title	2/6/2/NL/9	6	3	-	17.40	4	-	18.25
Gable	Kristin	Instruct Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Gaertner	Lori	Instruc Asst & Clerical Spec Ed	4/8/2/NL/9	6	12	-	20.85	13	1	21.96
Gartzke	Katie	Instruc Asst Spec Ed	2/6/2/NL/9	6	12	-	20.85	13	1	21.96
Gronquist	Sarah	Instruc Asst Spec Ed	4/8/2/NL/9	6	12	-	20.85	13	1	21.96
Halfen	Susan	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Hardy	Kathleen	Instruc Asst Title	2/6/2/NL/9	6	12	-	20.85	13	1	21.96
Havard	Miranda	Student Asst	2/6/2/NL/9	4	2	-	14.34	3	-	15.05
Heitman	Cheryl	Instruc Asst Spec Ed	2/6/2/NL/9	6	4	-	17.80	5	-	18.63
Hodorff	Norma	Student Asst	4/8/2/NL/9	4	13	4	18.59	13	5	19.04
Hood	Paige	Instruc Asst Spec Ed	2/6/2/NL/9	6	5	-	18.18	6	-	19.00
Jorgensen	Ann	Instruc Asst Spec Ed	2/6/2/NL/9	6	4	-	17.80	5	-	18.63
Kendall	Emily	Instruc Asst Building Prog	2/6/2/NL/9	6	5	-	18.18	6	-	19.00
King	Charlene	Instruc Asst Spec Ed	4/8/2/NL/9	6	13	3	21.42	13	4	22.96
Kleis	Patricia	Instruc Asst Spec Ed	4/8/2/NL/9	6	13	4	22.42	13	5	22.96
Klompshower	Kristin	Instruc Asst Spec Ed	2/6/2/NL/9	6	5	-	18.18	6	-	19.00
Knoblach	Vicky	Instruct Asst Spec Ed	2/6/2/NL/9	6	6	-	18.54	7	-	19.40
Kolta	Manal	Instruct Asst ELL	2/6/2/NL/9	6	5	-	18.18	6	-	19.00
Larson	Gretchen	Instruc Asst Spec Ed	2/6/2/NL/9	6	4	-	17.80	5	-	18.63
Lester	Megan	Instruct Asst Spec Ed	2/6/2/NL/9	6	3	-	17.40	4	-	18.25
Lindberg	Jennifer	Instruc Asst Building Prog	2/6/2/NL/9	6	3	-	17.40	4	-	18.25
Lindblom	Jennifer	Instruc Asst Building Prog	2/6/2/NL/9	6	3	-	17.40	4	-	18.25
Martin	Ann	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Mattson	Katrin	Instruc Asst Spec Ed	2/6/2/NL/9	6	6	-	18.54	7	-	19.40
May	Chasi	Instruc Asst Spec Ed	2/6/2/NL/9	6	3	-	17.40	4	-	18.25
McCaffrey	April	Instruc Asst Title	2/6/2/NL/9	6	12	-	20.85	13	1	21.96
McCarville	Kathryn	Instruc Asst Title	2/6/2/NL/9	6	13	3	21.42	13	4	22.96
McCoy	Jennifer	Student Asst	2/6/2/NL/9	4	2	-	14.34	3	-	15.05
McQuade	Susan	Instruc Asst Spec Ed-no lunch	2/6/2/NL/9	6	12	-	20.85	13	1	21.96

Appendix A-2 (Cont'd)

Menard	Lonnie	Instruc Asst Title	2/6/2/NL/9	6	10	-	20.09	11	-	20.98
Meyer	Sue	Instruc Asst Spec Ed	2/6/2/NL/9	6	12	-	20.85	13	1	21.96
Miska	Melissa	Instruc Asst Title	2/6/2/NL/9	6	3	-	17.40	4	-	18.25
Moon	Tammy	Instruc Asst Title	2/6/2/NL/9	6	12	-	20.85	13	1	21.96
Mullaney	Donna	Instruc Asst Spec Ed	4/8/2/NL/9	6	13	2	21.42	13	3	21.96
Murray	Samantha	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Myrick	Michelle	Instruc Asst Spec Ed	4/8/2/NL/9	6	12	-	20.85	13	1	21.96
Napper	Colleen	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Niebur	Sara	Instruc Asst Spec Ed	2/6/2/NL/9	6	3	-	17.40	4	-	18.25
OBrien	Michael	Student Asst	2/6/2/NL/9	4	2	-	14.34	3	-	15.05
Olson	Abigail	COTA	2/6/2/NL/9	10	5	-	26.08	6	-	27.39
Parsons	Dyanne	Instruc Asst Spec Ed	2/6/2/NL/9	6	9	-	19.68	10	-	20.59
Pasicznyk	Amanda	Student Asst	2/6/2/NL/9	4	2	-	14.34	3	-	15.05
Perseke	Tia	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Pontzer	Pam	Instruct Asst ELL	2/6/2/NL/9	6	9	-	19.68	10	-	20.59
Reuter	Kathy	Instruc Asst Building Prog	2/6/2/NL/9	6	13	5	22.42	13	6	22.96
Risch	Rodney	Instruc Asst Spec Ed	2/6/2/NL/9	6	4	-	17.80	5	-	18.63
Robinson	Brianna	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Rock	Courtney	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Rogers	Susan	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Rose	Heather	Instruc Asst Building Prog	2/6/2/NL/9	6	6	-	18.54	7	-	19.40
Ruble	Philip	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Ruikka	Aaron	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Rumann	Ursula (LOA 20-21)	Instruc Asst Spec Ed	2/6/2/NL/9	6	-	-	-	3	-	17.84
Samuelson	Lindsay	Instruc Asst Building Prog	2/6/2/NL/9	6	3	-	17.40	4	-	18.25
Sauer	Kate	Instruc Asst Building Prog	2/6/2/NL/9	6	3	-	17.40	4	-	18.25
Sauer	Kate	Student Asst	2/6/2/NL/9	4	3	-	14.68	4	-	15.34
Schluessler	Valerie	Instruc Asst Spec Ed	4/8/2/NL/9	6	13	4	22.42	13	5	22.96
Schmitz	Michelle	Instruc Asst Spec Ed	4/8/2/NL/9	6	13	4	22.42	13	5	22.96
Schoenwald	Terri	Instruc Asst Spec Ed	4/8/2/NL/9	6	13	2	21.42	13	3	21.96
Schroeder	Veronica	Student Asst	2/6/2/NL/9	4	2	-	14.34	3	-	15.05
Schumacher	Deborah	Instruc Asst Spec Ed	2/6/2/NL/9	6	4	-	17.80	5	-	18.63
Sjoblom	Matthew	Instruc Asst Spec Ed	2/6/2/NL/9	6	3	-	17.40	4	-	18.25
Stoneberg	Anne	Instruc Asst Building Prog	4/8/2/NL/9	6	13	4	22.42	13	5	22.96
Strandberg	Sandra	Instruc Asst Spec Ed	2/6/2/NL/9	6	9	-	19.68	10	-	20.59
Tank	Robyn	Instruc Asst Title	2/6/2/NL/9	6	8	-	19.32	9	-	20.17
Teal	Christine	Instruct Asst Comp/Spec Ed	2/6/2/NL/9	6	3	-	17.40	4	-	18.25
Van Der Bosch	Sandra	Instruc Asst Spec Ed	4/8/2/NL/9	6	12	-	20.85	13	1	21.96
Varner	Jayne	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Varner	Linda	Instruc Asst Spec Ed	4/8/2/NL/9	6	12	-	20.85	13	1	21.96
Vickney	Amanda	Instruct Asst Spec Ed	2/6/2/NL/9	6	3	-	17.40	4	-	18.25
Weber	Vicki	Instruc Asst Title	2/6/2/NL/9	6	12	-	20.85	13	1	21.96
Winkelman	Angela	Instruc Asst Spec Ed	2/6/2/NL/9	6	4	-	17.80	5	-	18.63
Winkler	Dana	Student Asst	2/6/2/NL/9	4	3	-	14.68	4	-	15.34
Wirth	Cynthia	Instruc Asst Spec Ed	4/8/2/NL/9	6	13	1	21.42	13	2	21.96
Wisniewski	Felicia	Instruc Asst Spec Ed	2/6/2/NL/9	6	2	-	17.04	3	-	17.84
Young	Debra	Instruc Asst Spec Ed	4/8/2/NL/9	6	13	1	21.42	13	2	21.96
Young Loesch	Shirley	Instruc Asst Spec Ed	4/8/2/NL/9	6	13	4	22.42	13	5	22.96
Zeien	Cindy	Instruc Asst-CSST Only Spec Ed	4/8/2/NL/9	6	12	-	20.85	13	1	21.96

Appendix B-1

Annual Hours Worked- Insurance ,Paid Days Off, Sick Leave				
Full Time (8 hr per day) 12 Month Employee		260 days @ 8 hrs.		2080
		25-5=20 vac days		-160
		14-10=4 holidays		-32
		236	8	1888
Group	Position	Days Scheduled To Work	Ave Hrs Per Day	Annual Hours Worked
Excludes hours outside of the normal contracted day/year- overtime, summer, breaks, after school ec				
Minimum hours required paid days off & sick leave		172	2	344
Minimum hours required for insurance contribution				850
HESA	10 mo	205	8	1640
	9.75 mo	199	8	1592
	9.5 mo	194	8	1552
	9 mo	184	8	1472
	<i>J.Niederhorn</i> - HS Counseling-9 mo 2 days week=2/5=.4*8	184	3.25	598
	<i>K.Sill</i> - DO Copy Center flexed	203	6	1218
	<i>J.Pettit</i> - DO Copy Center flexed	174.476	5.25	916
Paraprofessionals		172	8	1376
contract states student		172	7.5	1290
contact days use		172	7.25	1247
172 (max possible)		172	7	1204
		172	6.75	1161
		172	6.5	1118
		172	6.25	1075
		172	6	1032
		172	5.75	989
		172	5.5	946
		172	5.25	903
		172	5	860
		172	4.75	817
	Early Childhood Program	163	6.25	1018.75
	Early Childhood Program	163	5.75	937.25
	<i>A. Fairbanks</i> - Student Asst/Sec I MS PE/Athletic	175	7.5	1312.5
	<i>A.Stoneberg</i> - HS Raider Reading	175	7	1225
Food Service Personnel		174	8	1392
contract states student		174	7	1218
contact days +2, use		174	6.5	1131
172 (max possible) +2		174	6.25	1088
= 174 days		174	6	1044
		174	5.75	1001
		174	5.5	957
		174	5.25	914
		174	5	870
		174	4.75	827
Health Services Personnel				
	HS	189	8	1512
	MS	189	8	1512
	Elem	187	7.5	1402.5
Technology Support Staff				
contract states 170 days	Tech II- 12 month	236	8	1888
use 172 for minimum	Instructional Lab Technician	176	8	1408
	Assistive Technology Tech.	189	8	1512
	<i>C. Anderson</i> - Theatre Coord	176	6	1056
CE Para	Enter actual annual hours scheduled to work		see appendix B1-A,B,C	
If daily hours vary a great deal and annual <u>hours worked</u> are 1471 or less divide annual hours by 172 to get average daily hours for paid days off calculation. 1170/172=6.75 ave hours rounded to the quarter hour.				
If annual hours worked is 1472 or greater ave daily hours for paid days of would be 8 hours per day.				

10/22/2020

Appendix C-1

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

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

Days will be prorated for partial years.

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

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

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

Appendix D-1

Holiday/Non Workday Schedule

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

Appendix E 1

**2020-2021 and 2021-2022
Health Insurance Contribution Grades 4, 6, 8 and 10**

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

Note: 2021-2022 District contribution may increase, dependent on rate renewal, not to exceed \$1,677.08 per month

**2020-2021 and 2021-2022
Dental Insurance Contribution Grades 4, 6, 8 and 10**

Annual Hours Worked	% of Contribution Based On Hours Worked	Single Contribution <small>(Up to Comp Basic Single Premium)</small>	Family Contribution
		\$81.00	\$81.00
1,606-1,888	100%	\$81.00	\$81.00
1,417-1,605	85%	\$69	\$69
1,228-1,416	75%	\$61	\$61
945-1,227	65%	\$53	\$53
850-944	50%	\$41	\$41

Appendix F-1 Severance Rate & Health Caps

Classification	Last	First	Grade	Severance Yes/No	Max Hourly Rate Current Step 13	Retiree Health Yes/No	Max Monthly Single	Max Monthly Family
Instructional Assistant	Anger	Rachel	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Beissel	Pam	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Berg	Linda	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Butze	Marie	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Cosgrove	Linda	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Gaertner	Lori	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Gronquist	Sarah	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	King	Charlene	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Kleis	Patricia	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Loesch	Shirley	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Mullaney	Donna	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Myrick	Michelle	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Peine	Linda	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Reuter	Kathleen	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Schuessler	Valerie	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Schmitz	Michelle	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Schoenwald	Terri	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Stoneberg	Anne	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Van Der Bosch	Sandra	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Wirth	Cynthia	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Young	Debra	6	Yes	\$17.41	No	NA	NA
Instructional Assistant	Zeien	Cindy	6	Yes	\$17.41	No	NA	NA
Student Assistant	Hodorff	Norma	4	Yes	\$14.44	No	NA	NA

Appendix G

GRIEVANCE REPORT FORM

Education Minnesota Hastings Educational Support Professionals

Date Grievance Occurred:

Specific Provisions of Agreement Disputed:

Statement of Facts:

Particular Relief Sought:

Signature of Education Minnesota Hastings
Educational Support Professionals Representative

Date: _____

MEMORANDUM OF UNDERSTANDING
SICK LEAVE BANK

This Memorandum of Understanding is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the "District") and Education Minnesota Hastings – Educational Support Professionals (hereinafter referred to as the "Union").

WHEREAS, the District and the Union mutually agree that there is benefit in maintaining a Sick Leave Bank for employees of the District; and

WHEREAS, during the period of this MOU, Article XI, Section 1, Sick Leave, Subd. 6, of the Master Agreement shall be suspended and the terms of the Sick Leave Bank provided in this MOU will apply.

NOW THEREFORE, it is mutually agreed by and between the undersigned parties that the terms of the Sick Leave Bank shall go into effect upon the ratification of the 2022-2023 Master Agreement and continue until the ratification of the 2023-2024 Master Agreement, with the following terms:

1. Purpose

- a. The purpose of the Sick Leave Bank is to provide additional sick leave to those employees who have exhausted their paid leave and have a catastrophic accident, illness, or serious recurring illness, necessitating extended absence.

2. Membership

- a. Employees shall contribute a maximum of one day of sick leave during the donation period to be eligible for the Sick Leave Bank.
 - i. Employees who do not contribute one sick day to the Sick Leave Bank during the donation period shall not be eligible to use leave from the bank.
- b. Employees shall be offered the opportunity to join the Sick Leave Bank during donation periods. Employees will be notified 15 days in advance of scheduled donation periods.
- c. Employees hired after the enrollment period shall be eligible to join the Sick Leave Bank within 15 days of their employment start date.
- d. Employees returning from a leave of absence shall be eligible to join the Sick Leave Bank within 15 days of their return from leave.
- e. Leave contributed to the Sick Leave Bank is not taxed or tax deductible to the donor, is non-refundable, and contributions are irrevocable.
- f. If at any time the balance in the Sick Leave Bank goes below 20 days, the District will organize a donation period.

3. Qualification

- a. To qualify for the Sick Leave Bank, the employee must have exhausted their personal sick leave accrual, and other paid leave available to them (i.e. essential leave, vacation, etc.), and
- b. To qualify as a catastrophic accident or illness, for the purpose of this Sick Leave Bank, the employee must:
 - i. Need leave to meet the waiting period for Long Term Disability; or
 - ii. Need leave to cover an extended period of absence resulting from an accident with major injury and/or a serious health condition, as defined under the FMLA; or
 - iii. Need leave to cover intermittent absences resulting from an ongoing, recurring illness/serious health condition, as defined under the FMLA; or
 - iv. Be required to provide care for the serious health condition (as defined under the FMLA) of a spouse, child, or parent, whether for an extended period of time or on a recurring basis; and

c. Written verification by the attending physician is required.

4. Maximum Eligibility

a. Employees shall be eligible to use up to a maximum of ten days per school year from the Sick Leave Bank, for qualifying absences.

5. Exclusions

a. With the exception of FMLA or medical leave, employees on leave are not eligible to access the Sick Leave Bank.

b. An employee who is collecting benefits from Long Term Disability or Workers Compensation will not be eligible.

c. An employee who is absent for treatment and/or surgery that is considered elective in nature will not be eligible.

6. Part-time Employees

a. Employees who are part of the plan and work less than full time shall be eligible for benefits only for the pro-rata portion of the work day for which they are employed.

7. Administration

a. A member must apply for benefits under the Sick Leave Bank by submitting a written request to the Human Resources Department. Such request must be submitted and approved prior to the use of the leave.

b. The Sick Leave Bank will be administered by the Human Resources Department

i. If, in reviewing eligibility, it is determined that a request does not qualify, Human Resources will review the request with the Union President, prior to denial. If there is not mutual agreement, the matter will be referred to the Superintendent for a final determination.

ii. Eligibility decisions related to the qualification for use of days from the Sick Leave Bank are not subject to the grievance procedures.

-



MEMORANDUM OF UNDERSTANDING (MOU)
PROFESSIONAL LEARNING AND TRAINING HOURS

This Memorandum of Understanding is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the "District") and Education Minnesota Hasting Representing Hastings Education Support Professionals (hereinafter referred to as the "Union").

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. The parties have entered into a collective bargaining agreement covering the period from July 1, 2022, through June 30, 2023.
2. The District shall offer up to an additional twelve hours per year for necessary training and/or professional development for Educational Support Professionals.
3. Training and the learning may take place prior the student school year and/or throughout the school year
4. The terms of this MOU shall not establish a precedent, nor shall this MOU be used to seek or justify similar terms in any subsequent situation.
5. The MOU will be sunset on June 30, 2023.

<u>DISTRICT</u>	<u>UNION</u>
<u>DATE:</u>	<u>DATE:</u>
<u>BY:</u>	<u>BY:</u>
<u>FOR THE DISTRICT</u>	<u>UNION PRESIDENT</u>



LETTER OF UNDERSTANDING
JOB CLASSIFICATION REVIEW

This Letter of Understanding is presented by Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the “District”) to Education Minnesota Hasting Representing Hastings Education Support Professionals (hereinafter referred to as the “Union”).

NOW THEREFORE, the District notifies the Union of its intent to conduct a Job Classification Study, which will include the jobs and classifications covered in the 2022-2023 Agreement between the District and the Union.

AGREEMENT

Between

**INDEPENDENT SCHOOL DISTRICT
NO. 200**

And

MINNESOTA TEAMSTERS PUBLIC

And

**LAW ENFORCEMENT EMPLOYEE'S UNION
LOCAL NO. 320**

Representing

*Community Education
Paraprofessional Employees*



Effective

July 1, 2022 through June 30, 2024

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**LABOR AGREEMENT
BETWEEN
HASTINGS INDEPENDENT SCHOOL DISTRICT 200
COMMUNITY EDUCATION
AND
MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEES' UNION, LOCAL NO. 320**

**ARTICLE 1
PURPOSE**

This Agreement is entered into between Independent School District No. 200, Hastings, Minnesota (herein referred to as the "Employer District"), and the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320 (hereinafter referred to as the "Union"), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the "P.E.L.R.A."), to provide the terms and conditions of employment for Community Education employees.

Art. 1.2 It is the intent and purpose of this Agreement to:

Assure sound and mutually beneficial working and economic relationships between the parties hereto;

Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and

Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

**ARTICLE 2
RECOGNITION OF EXCLUSIVE REPRESENTATIVE**

Section 2.1 Recognition:

In accordance with P.E.L.R.A., the Employer District recognizes the Union as the exclusive representative for the Community Education Employee group.

Section 2.2 Appropriate Unit

All employees in the above categories are members of the appropriate unit except the following:

Employees whose service in the above positions do not exceed the lesser of ten and one-half (~~10½~~) hours per week or thirty-five percent (~~35%~~) of the work week in the employee bargaining unit;

- Employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year;
- Emergency employees;
- Supervisory employees; and
- Essential employees.

Section 2.3 Inclusion or Exclusion

In the event the ~~Employer~~ District and the Union are unable to reach an agreement as to the inclusion or exclusion of a new or modified job position, the issue shall be submitted to the Bureau of Mediation Services for determination.

**ARTICLE 3
DEFINITIONS**

Section 3.1 Union

The Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

Section 3.2 Union Members

A member of the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

Section 3.3 Employee

A member of the exclusively recognized bargaining unit.

Section 3.4 ~~Employer-District~~

Independent School District No. 200, Hastings, Minnesota.

Section 3.5 Superintendent

Superintendent of Independent School District No. 200.

Section 3.6 Work Year

The work year of the employees shall be determined based on the enrollments in the program(s), qualifications of the individuals and seniority rights. ~~The school~~ District shall determine the work schedule and the number of regular employees based on program enrollments and funds available to operate said program(s).

Section 3.7 Terms and Conditions of Employment

Terms and conditions of employment shall mean the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the ~~Employer-District's~~ personnel policies affecting the working conditions of the employees.

Section 3.8 Other Terms

Terms not defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

Section 3.9 Seniority

Seniority shall be the length of service with the ~~school~~ District. Seniority shall start effective with the initial date of regular employment, as approved by the School Board. ~~The seniority list shall contain all employees in the bargaining unit who have completed the probationary period in Article 7, Section 1.~~

~~The Employer shall update and post the seniority list on or before March 1st of each calendar year. The seniority list shall be sent to each bargaining unit member and the member will have thirty (30) days to notify the district of any error in the list. Upon completion of the above probationary period, employees shall be added to the master list effective retroactive to their initial employment.~~

For purposes of layoff, application and recall, seniority shall be considered the length of service within the bargaining unit. In the event that an employee's hours no longer fulfill the requirement for placement on the Seniority List, the employee would not accumulate seniority during that period of time. When the number of hours again fulfills the requirements (10½.5 hours), the employee would resume accruing seniority. (Example: If the employee's hours do not meet the 10½.5 hour requirement, the years of service remain

where it is until the employee once again fulfills the 10½.5 hour requirement at which point seniority starts to build again.)

Section 3.10 Domestic Partner

Domestic partner shall be defined as an individual for whom the employee has completed a domestic partner registration form with a city/government agency. A copy of the registration must be provided to the District in advance of a request for leave within this Agreement to apply.

ARTICLE 4 EMPLOYER SECURITY

The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the ~~Employer~~-District.

ARTICLE 5 EMPLOYER AUTHORITY

Section 5.1 Management Rights

The Union recognizes that the ~~school~~ District 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~~-District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the ~~school~~ District.

Section 5.2 School District Obligation

The Union recognizes the right and obligation of the ~~school~~ District to efficiently manage and conduct the operation of the ~~school~~-District within the legal limitations and with its primary obligation to provide educational opportunities for the students of the ~~school~~ District.

Section 5.3 Discretion of School District

Any term and/or condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the ~~Employer~~ District to modify, establish or eliminate.

ARTICLE 6 UNION SECURITY

Section 6.1 Payroll Deduction

The ~~Employer~~ District shall deduct from the wages of employees who authorize such a deduction, in writing, an amount necessary to cover monthly union dues. The ~~Employer~~ District shall remit the collected dues to the Union monthly.

Section 6.2. Union Dues

The ~~employer~~ District shall deduct from the wages of employees who authorize such deduction in writing, an amount as established by the Union. Such money shall be remitted as directed by the Union.

Section 6.3 Union Steward

The Union shall designate employees from the bargaining unit to act as steward and/or alternate and shall inform the District in writing of such choice and of any changes in the position of steward and/or alternate.

Section 6.4 Bulletin Boards

The Employer District shall make space available on employee bulletin boards for the posting of Union notices and/or announcements.

Section 6.5 Seniority List

Subd 1 - The District will maintain two separate seniority lists, one for all School Aged Care staff, and a second for all other members of the bargaining unit. The District shall update and electronically distribute the seniority lists to each member of the bargaining unit ~~post on the employee bulletin boards a master seniority list once every year,~~ on or before March 1 each year.

Subd. 2 – The seniority lists shall contain all employees in the bargaining unit who have completed the probationary period in Article 7, Section 1. Upon completion of the above probationary period, employees shall be added to the appropriate list effective retroactive to their initial employment date.

Subd. 3 – Each member will have 30 days to notify the District of any error in the list.

Subd. 4 – If any changes are made to the lists initially posted, a final revised list will be posted reflecting any changes by no later than April 15 each year.~~The Employer shall post on the employee bulletin boards a master seniority list once every year,~~

Section 6.6 Union Responsibility

The Union agrees to indemnify and hold the Employer District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the Employer District under the provisions of this Article.

**ARTICLE 7
RATES OF PAY**

Section 7.1 Positions and Wage Rates

The positions and wages reflected in Appendix A-1, A-2 ~~(salary Schedule), incorporated herein and a part of this Agreement attached hereto,~~ and shall be in effect for the duration of said Agreement. ~~all Community Education Paraprofessionals.~~

School Age Care Programs	Grade 4
Early Childhood Programs	Grade 6
(ECFE, School Readiness & Early Childhood Screening)	
School Age Care Program Leads	Grade 8
ABE Teaching Assistants	Grade 8

Section 7.2 Step Increase Status

Employees shall be compensated pursuant to Appendix A-1 "2020-2022 Salary Schedule" and Appendix A-2 ~~!If the initial employment is after January 1st (Reference 20.4) the employees shall not advance to the next step on the following July 1. Upon the expiration of the Agreement, a step is not automatic and is subject to renegotiations by the parties.~~

Section 7.3 Grade Level/Assignment Transition

When an regular employee accepts a position at a higher grade level ~~who is employed in a lesser classification and is reassigned to a permanent position in a higher classification,~~ they will be shadowed in to an hourly rate that is closest to their existing rate and then moved to a step that reflects at least a 4% increase above their current rate. This same system will be true for any employee moving from another bargaining unit accepting a position at a higher classification in this bargaining unit. ~~out of their bargaining group to accept a position in a different bargaining group (if a Community Ed Para accepts a position as a secretary this same system of placement on the schedule will be applied).~~

Section 7.4 Moving to a Lower Grade

When an employee moves to a position with a lower grade level they will be placed at the same step on the new salary schedule in the appropriate classification. ~~shadowed into the hourly rate based on their years of service compared to the years of service of those within that grade level and classification.~~

Section 7.5 Substitute Pay

~~Rates of pay for District 200 Community Education Paraprofessional Employees already employed per the provisions of the District 200 Community Education Paraprofessional Employees' contract, and who substitute in another classification other than their permanent position, shall be paid as follows:~~

Section 7.5 Subbing or Requesting to Work at a Higher Grade

Employees regularly employed, ~~s~~subbing at a higher grade will be paid at Step 1 of that grade or current rate + \$2.50 per hour.

- ~~Grade 4 SAC Asst., at Grade 6, ECP Asst. (Job #747 Sub Higher Class ECP, SUB4_HR)~~
- ~~Grade 4 SAC Asst., at Grade 8, SAC Lead (Job 745 Sub Higher Class SAC Ld, SUB2_HR)~~
- ~~Grade 6, ECP Asst., at Grade 8, SAC Lead (Job 745 Sub Higher Class SAC Ld, SUB2_HR)~~

Subd. 2. Subbing or Requesting to Work in a Lower Grade

Employees regularly employed ~~s~~Subbing ~~or working~~ at a lower grade will be paid at the same step of the lower grade.

- ~~Grade 8 SAC Lead, at Grade 6 ECP Asst. (Job 450 NC ECFE Asst/Sub, XCOMED_HR)~~
- ~~Grade 8 SAC Lead at Grade 4 SAC Asst. (Job 460 NC SAC Asst/Sub, XSACC_HR)~~
- ~~Grade 6 ECP Asst. at Grade 4 SAC Asst. (Job 460 NC SAC Asst/Sub, XSACC_HR)~~

Section 7.6 Employment Hours Record:

Employees shall punch in and out each day, using the District's time tracking system. Each week employees shall verify employment hours record which shall contain the following: regular hours worked, premium pay (overtime) hours worked, holidays, and leave days, if any.

Section 7.7 In-Service Training

~~The School District shall compensate all mandatory training and pay associated workshop fee(s).~~

**ARTICLE 8
EMPLOYMENT STATUS**

Section 8.1 Probationary Period

An employee under the provisions of this Agreement shall serve a probationary period of nine (9) months of continuous service in the ~~school~~ District during which time the ~~school~~ District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee, and during this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance of any other provisions of the contract alleged to have been violated.

Section 8.2 Probationary Period - Change of Classification

In addition to the initial probationary period, an employee promoted to a new classification shall serve a new probationary period of 90 calendar days in any such new classification. During this 90 day probationary period, if it is determined by the ~~school~~ District that the employee's performance in the new classification does not meet the standards of the District, the ~~school~~ District shall have the right to reassign the employee to his/her former classification and the employee shall have no recourse to the grievance insofar as the transfer to the former classification is concerned.

Section 8.3 Completion of Probationary Period

An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure.

ARTICLE 9 HOURS OF SERVICE

Section 9.1 Basic Work Schedule

The basic work schedule for all employees shall be determined by the District and all employees will be assigned scheduled hours. Employees shall receive a minimum of ten (10) working days' notice before a change of schedule, except in the case of an emergency.

Subd. 1 Basic Work Year

Effective July 1, 2018, All SAC Leads will be 12 month, year round employees. SAC employees are required to work, at a minimum, their school year scheduled weekly hours, during the summer months.

Subd. 2 Basic Work Day

The basic work schedule for all Early Childhood Family Education-aides Program Assistants shall be determined by the District on a semester basis. All employees will be assigned scheduled hours based on the enrollment needs and finances of the program.

Subd. 3 Basic Work Schedule

The basic work schedule for all School Age Child Care staff, School Readiness staff and Early Childhood Screening staff shall be determined by the District at the beginning of the school year for the duration of the school year when school is in session. Schedules can be adjusted during the year to meet the enrollment needs and finances of the program.

Subd. 4 Hours of Service

When it is necessary to add hours to a program, these hours shall be given to the most senior qualified employee in the program classification, providing these hours do not constitute overtime. If no senior qualified employee in the program classification applies for the added hours, senior qualified employees in other classifications may apply for and be assigned to the added hours.

Subd. 5 Summer Employment

Summer positions will be posted and staff will bid or reject positions based on seniority in the program classification in which an employee is regularly employed. If no senior qualified employee in the program classification applies for an open summer position, senior qualified employees in other classifications may apply and be assigned to the posted positions.

Part time and temporary employees shall be the first to experience reduction in hours as determined by management needs.

Subd. 6 Hours of Assignment and Guarantee

When assigning hours, the most senior employee is assigned hours first. Then the next most senior employee and on through the bargaining unit employees. Probationary employees will be the last bargaining unit employees to be assigned

hours. Individuals working under the 10.5 ½ hours will not receive any hours until bargaining unit employees have received their hours.

Section 9.2 Lunch Breaks and Rest Periods

Employees who work a minimum of six consecutive hours per day will be provided an unpaid duty-free lunch break of 30 minutes. An additional duty free 15 minute break will be provided each day for every consecutive four hour work period. Employees who work at least four, but less than six consecutive hours per day will receive one paid 15 minute rest break.

~~Employees who work a minimum of six (6) consecutive hours per day will be provided an unpaid duty free lunch break of thirty (30) minutes and one (1) paid fifteen (15) minute duty free rest breaks. Employees who work less than six (6) consecutive hours but more than four (4) hours per day will receive one (1) paid fifteen (15) minute rest break.~~

Section 9.3 Preparation Time

Subd. 1 School Age Child Care Lead

School Age Care Leads working eight hours per day shall be provided 90 minutes of preparation time per day. Preparation time will be pro-rated for those Leads working less than eight hours per day. Preparation time shall not be available on days where School Age Leads are attending a field trip.

~~One (1) hour/month for nine (9) months. Ninety (90) minutes/day preparation will be provided to each eight (8) hour SACC instructor. Prep time will be pro-rated to those instructors working less than eight (8) hours/day.~~

ARTICLE 10 SUSPENSION, DEMOTION OR DISCHARGE

Section 10.1 Just Cause

The ~~Employer~~ District will suspend, demote or discharge any employee for just cause only.

Section 10.2 Form

Suspensions, demotions and discharge will be in written form.

Section 10.3 Personnel File

Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union shall receive a copy of such reprimands and/or notices. In the event of a written reprimand, the employee shall have the right to file a written response and such response, upon presentation to the ~~school~~-District, shall be attached to the original reprimand and be a part of the employee's personnel file.

Section 10.4 Review of Personnel File

Employees may examine their own individual personnel files at reasonable times under the direct supervision of the ~~Employer~~-District.

Section 10.5 Grievances

Grievances relating to this Article shall be initiated by the Union in Step 1 of the grievance procedure under Article XIV.

ARTICLE 11 JOB POSTINGS

Section 11.1 Posting

All job openings will be posted for a minimum of five days. Postings will consist of notification to members via ~~through school District email sent out district wide and will be available to view on the District website.~~ Positions may be posted internally and externally at the same time, however, interviews will be conducted with selected internal applicants, prior to the consideration of external candidates

The District ~~Employer~~ shall have the ability to temporarily assign employees to posted openings pending final selection of any posted jobs.

**ARTICLE 12
LAYOFF AND RECALL**

Section 12.1 Reduction

In the event the ~~Employer~~ District reduces the work force, such reduction shall be made in order of seniority within classification. The last employee hired shall be the first to be laid off within program classification. See seniority listing.

Section 12.2 Notice

Employees to be laid off shall receive twoweeks advance notice in writing.

Section 12.3 Length of Recall

Employees on layoff shall retain the right to recall for a period of 12 months from the date of the employee’s last date of employment.

Section 12.4 Recall

Employees shall be recalled from layoff in order of seniority in his/her classification. The ~~Employer~~ District shall, by certified letter to the employee’s last known address, notify the employee to be recalled of such intent of availability of work. The employees shall have ten ~~(10)~~ calendar days to notify the ~~Employer~~ District, in writing, of their intent to return (from date of certified delivery). If the employee fails to return to work within such time period, such employee shall forfeit future recall rights.

Section 12.5 Reinstatement

Employees recalled from layoff shall be reinstated at the same salary step and at the same benefit level held at the time of layoff.

**ARTICLE 13
OVERTIME**

Section 13.1 Overtime

Regular employees working in excess of 40 hours per week shall be compensated at one and one-half (1½) times the employee’s regular base pay rate for all hours worked in excess of 40hours per week.

Section 13.2 Distribution of Overtime

Overtime will be distributed as equally as practicable among bargaining unit employees by classification.

Section 13.3 Limitations

For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

Section 13.4 Calculation

Overtime worked shall all be calculated to the nearest 15 minutes.

**ARTICLE 14
RELEASE TIME**

Section 14.1 Early Release from Scheduled Hours

Employees who report to work but are sent home due to lack of student attendance or building emergency closing will be paid for a minimum of 60 minutes.

**ARTICLE 15
GRIEVANCE PROCEDURE**

Section 15.1 Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section 15.2 Union Representative

The ~~Employer~~ District will recognize representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the ~~Employer~~ District, in writing, of the names of such Union representatives and of their successors when so designated as provided in Article VI, Section 3, of this Agreement.

Section 15.3 Processing of a Grievance

It is recognized and accepted by the Union and the ~~Employer~~ District that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the ~~Employer~~ District during normal working hours provided that the employee and the Union representative have notified and received

the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the ~~Employer~~ District.

Section 15.4 Procedure

Grievances, as defined in Section 1 hereof, shall be resolved in conformance with the following procedures:

Step 1

An employee claiming a violation concerning the interpretation or application of the Agreement shall, within 21 calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the ~~Employer~~ District. The ~~Employer~~ District designated representative will discuss and give an answer to such Step 1 grievance within ten(~~10~~) calendar days after receipt. A grievance not resolved in Step 1 and appealed in Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten(~~10~~) calendar days after the ~~Employer~~ District designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten(~~10~~) calendar days shall be considered waived.

Step 2

If appealed, the written grievance shall be presented by the Union and discussed with the ~~Employer~~ District designated Step 2 representative. The ~~Employer~~ District designated representative shall give the Union the ~~Employer~~ District's Step 2 answer in writing within ten(~~10~~) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (~~10~~) calendar days following the ~~Employer~~ District designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten(~~10~~) calendar days shall be considered waived.

Step 3

If appealed, the written grievance shall be presented by the Union and discussed with the ~~Employer~~ District designed Step 3 representative. The ~~Employer~~ District designated representative shall give the Union the Employer's answer in writing within ten(~~10~~) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten(~~10~~) calendar days following the ~~Employer~~ District designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten(~~10~~) calendar days shall be considered waived.

Step 4

A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the P.E.L.R.A., as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

Section 15.5 Arbitrator's Authority

Subd. 1 Arbitrator's Responsibility

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the ~~Employer~~ District and the Union and shall have no authority to make a decision on any other issue not so submitted.

Subd. 2 Arbitrator’s Decision

The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator’s decision shall be submitted in writing within thirty (30) days following the close of the hearing unless the parties agree to an extension. The decision shall be binding on both the ~~Employer~~ District and the Union and shall be based solely on the arbitrator’s interpretation or application of express terms of this Agreement and to the facts of the grievances presented.

Subd. 3 Arbitrator Fees and Expenses Distribution

The fees and expenses for the arbitrator’s services and proceedings shall be borne equally by the ~~Employer~~ District and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the records. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 15.6 Waiver

If a grievance is not presented within the time limits set above, it shall be considered “waived”. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the ~~Employer~~District’s last answer. If the ~~Employer~~ District does not answer a grievance or an appeal thereof within the specific time limits, the Union may elect to treat the grievance as denied at the step immediately appealed the grievance to the next step. The time limit in each step may be extended by mutual written agreement to the ~~Employer~~ District and the Union in each step.

**ARTICLE 16
GROUP INSURANCES**

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

Section 16.1 Selection of Carrier

The selection of the insurance carrier and policy shall be made by the ~~School-Board~~ District.

Section 16.2 Coverage Under Multiple Bargaining Units

If an employee works in more than one bargaining unit they can combine their hours to qualify for insurance.

Section 16.3 – Combined Coverage: Each employee may only be covered under one policy under each of the District’s insurance plans, i.e. health and dental.

Section 16.4 – Spouse Contribution for Medical-Hospitalization Insurance: When both employee and spouse are members of the bargaining unit, or members of another bargaining unit eligible to combine coverage, and covered under the District’s medical insurance plan, they will be covered by single insurance plans unless there are additional dependents. Coverage for employee and spouse, when there are additional dependents will be provided through one family plan. The District will allow combining of contributions (policy holder-family contribution plus spouse-single contribution) only if family insurance coverage is needed due to the dependents (children).

16.5 – Spouse Coverage for Dental Insurance: When combining coverage for dental insurance, both employees shall be covered under one family dental plan.

Section 16.6 Eligibility

The District shall make insurance contributions toward the premium for each employee who is regularly scheduled to work at least 850 hours per year, and is enrolled in the District’s insurance plan(s). The contributions for medical-hospitalization shall be as defined in Section 16.7.

Section 16.37 Medical-Hospitalization 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 medical-hospitalization plan. The amount provided by the District shall be as defined in Subd. 2 and 3, however, the amount shall not exceed the actual cost of the insurance premium:

Subd. 2 – Single Coverage

Non-High Deductible Plan (Comp Basic)

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	\$769
1417 to 1605	\$653
1228 to 1416	\$576
945 to 1227	\$500
850 to 944	\$384

High Deductible/VEBA Plan

1606 to 1888	\$663
1417 to 1605	\$553
1228 to 1416	\$476
945 to 1227	\$400
850 to 944	\$284

Subd. 3 – Family Coverage

Non-High Deductible Plan (Comp Basic)

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	\$1,614
1417 to 1605	\$1,372
1228 to 1416	\$1,210
945 to 1227	\$1,049
850 to 944	\$807

High Deductible/VEBA Plan

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	\$1,414
1417 to 1605	\$1,172
1228 to 1416	\$1,010
945 to 1227	\$849
850 to 944	\$607

Subd. 4 – The cost of any premium that exceeds the District’s monthly contribution shall be borne by the employee and paid by pre-tax payroll deduction.

Subd. 5 – For the 2023-2024 plan year (through June 30, 2024) an employee shall experience an increase in deduction for family coverage of no more than \$15.00 per month.

Subd. 6 – For employees participating in the single high deductible/VEBA insurance plan, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 2022: \$100 per month

Subd. 7 – For employees participating in the family high deductible/VEBA insurance plan, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 2022: \$200 per month

Subd. 8 – Effective July 1, 2023, the monthly VEBA contribution will be divided equally over the number of payrolls elected by the employee each year.

Subd. 1 Single Coverage

Effective July 1, 2020, the school district shall contribute a sum not to exceed the cost of Comp Basic Single, based on estimated hours worked for 9 months (Appendix B-2 "Estimated Annual Hours Worked, & Appendix E-1 "Health Insurance Contribution") during the 2020-21 school year for the cost of the single premium for CE Para employees employed by the school district who qualify for and are enrolled in the group medical hospitalization plan. The cost of the premium not contributed by the school district shall be paid by the employee through payroll deduction.

Effective July 1, 2021, the district shall contribute a sum not to exceed the cost of Comp Basic Single, based on estimated hours worked for 9 months, (Appendix B-2 "Estimated Annual Hours Worked & Appendix E-1 "Health Insurance Contribution") during the 2021-22 school year for the cost of the single premium for CE Para employees employed by the school district who qualify for and are enrolled in the group medical hospitalization plan. The cost of the premium not contributed by the school district shall be paid by the employee through payroll deduction.

Subd. 2 Family Coverage

Effective July 1, 2020, the school district shall contribute a sum not to exceed \$1,613.69 per month of service based on estimated hours worked for 9 months (Appendix B-2 "Estimated Annual Hours Worked & Appendix E-1 "Health Insurance Contribution") during the 2020-21 school year for the cost of the family premium for CE Para employees employed by the school district who qualify for and are enrolled in the group medical hospitalization plan and who qualify for family coverage. The cost of the premium not contributed by the school district shall be paid by the employee through payroll deduction.

Effective July 1, 2021, the school district shall contribute a sum up to 73.5% of Comp Basic Family capped at \$1,677.08 per month of service based on estimated hours worked for 9 months (Appendix B-2 "Estimated Annual Hours Worked & Appendix E-1 "Health Insurance Contribution") during the 2021-22 school year for the cost of the family premium for CE Para employees employed by the school district who qualify for and are enrolled in the group medical hospitalization plan and who qualify for family coverage. The cost of the premium not contributed by the school district shall be paid by the employee through payroll deduction.

Section 16.48 Income Protection-Long Term Disability Insurance

~~The school-District shall contribute 100% of the cost of the monthly premium for the long-term disability plan in effect as of will pay the premium for the income protection insurance in force on the effective-as of the date of this Agreement for all employees who qualify. as-identified in Section 15.2.~~

Section 16.59 Dental Insurance

Subd. 1 - The District shall provide a monthly contribution toward the premium for dental insurance, including dependent coverage, for all employees who qualify for, and are enrolled in, the District's dental insurance plan. The amount provided shall be as follows, however, the amount shall not exceed the actual cost of the insurance:

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	\$81
1417 to 1605	\$69
1228 to 1416	\$61
945 to 1227	\$53
850 to 944	\$41

~~The school district shall contribute a sum not to exceed \$81 per month of service for a composite dental plan for all CE Para employees who qualify and are enrolled in the dental plan (based on estimated hours worked). (Appendix B-2 "Estimated Annual Hours Worked...& Appendix E-1 "Health & Dental Insurance Contribution")~~

Effective July 1, 2021 the school district shall contribute a sum capped at \$81 per month of service for the cost of the dental insurance premium for all paras who are employed by the school district who qualify for and are enrolled in the group dental insurance plan.

Subd. 2 The cost of the premium not contributed by the school-District shall be borne by the employee and paid by payroll deduction. ~~(based on estimated hours worked, Appendix B1 & E1).~~

~~New employees are eligible for application for enrollment according to the dental insurance policy.~~

Section 16.610 Life Insurance

~~The school- District shall provide a group term life insurance policy in the amount of \$50,000 for all eligible employees. who work at least 850 hours per year as defined in Appendix B-2 in the amount of \$50,000.00.~~

Section 16.7 Combining Hours

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

Section 16.811 Claims Against the School District

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

Section 16.912 Workers' Compensation

Subd. 1 Workers' Compensation Provision

Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the ~~school~~ District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned available sick leave, essential and/or vacation pay.

Subd. 2 Deductions from Sick Leave to Supplement Worker Compensation

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

Subd. 3 Disability Sick Leave Payment

Such payment shall be paid by the ~~school~~ District to the employee only during the period of disability.

Subd. 4 Additional Compensation – Shall Not Exceed Normal Compensation

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

Subd. 5 Employee Ineligibility

The parties agree that a regular employee of the ~~school~~-District, as defined in this agreement shall not be entitled to sick leave pay benefits under this section if he/she is injured while in the employ of another employer nor shall there be an accrual of such during the period of convalescence from that injury.

ARTICLE 17 LEAVE PROVISIONS

Section 17.1 Sick Leave

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

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

In addition, an employee may use sick leave pursuant to Section 181.9413 of Minnesota Statutes, for the illness of or injury to the employee's child (including biological, step, adopted or foster), adult child, grandchild, spouse, sibling, parent, grandparent,

step-parent or spouses mother or father, or domestic partner, provided the employee has a Domestic Partnership Agreement & Affidavit form on file with the District.

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

Subd. 1 Sick Leave Accrual

Sick leave will be granted at a rate of nine (9) days per year, pro-rated to the estimated number of hours worked per day.~~7 Appendix B1-A, B2-D and C-1.~~

For purposes of this contract the following CE Para employees will be grandfathered in at their pro-rated hours/day based on the formula of 1,520 hours/year.~~7 Appendix B2 and B2-C.~~

When an employee has accumulated 150 pro-rated days of sick leave, the employee will be paid up to five pro-rated days beyond the 150 days at a rate of ~~\$14.50~~ \$16.50 per hour. These days will be paid in a supplemental payroll at the end of July.

Subd. 2 Sick Leave Deduction

Sick leave will be deducted from their annual sick leave hours earned by the employee.

Subd. 3 Sick Leave Pay

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

Subd. 4 Adequate Notice

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

Subd. 5 Notification of Accumulated Sick Days

By October 15~~of~~ each school year, employees shall be notified as to the number of sick leave days hours accumulated. This information will be provided on their payroll checks and also is available on the website.

Subd. 6 Summer Sick Leave Provision

Summer sick leave will be allowed whenever the employee's absence is due to illness, surgery or a medical condition which prevented his/her performance of assigned duties.

Subd. 7. Sick Leave Bank:

A sick leave bank shall be available in accordance with the terms of the Sick Leave Bank MOU at the end of this Agreement. ~~On or about January 15th of each year, the business office will contact members for voluntary donations of unused sick leave days to establish and maintain a paid sick leave bank up to 250 days. Employees may donate a maximum of 2 days per year to the bank.~~

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

Section 17.2 Bereavement

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/guardian, brother, sister, mother-in-law, father-in-law, **brother-in-law**, **sister-in-law**, aunt, uncle, grandparent, **spouse's grandparent**, grandchildren, stepparent, domestic life partner or domestic life partner's parent.

Subd. 3 – Such leave shall be available to employees regularly scheduled to work during the summer months.

~~In the case of death in the immediate family [immediate family shall mean the staff member's spouse, child, parent, brother, sister, mother in law, father in law, spouse, child, parent, brother, sister, mother in law, father in law, grandparent, grandchild, aunt, uncle, stepchild, stepparent(s) or guardian(s)], up to five (5) pro-rated days based on the FTE entitlement will be allowed per death, without deduction in pay and without deduction from sick leave~~

~~**Subd. 1 Summer Bereavement Leave Immediate Family Only Provision**~~

~~Summer bereavement leave will be allowed whenever the employee's absence is due to the death of an immediate family [immediate family shall mean the staff member's spouse, child, parent, brother, sister, mother in law, father in law, spouse, child, parent, brother, sister, mother in law, father in law, grandparent, grandchild, aunt, uncle, stepchild, stepparent(s) or guardian(s)], up to five (5) pro-rated days based on the FTE entitlement will be allowed per death, without deduction in pay.~~

~~At the discretion of the superintendent, up to two (2) pro-rated day(s) in addition to those identified in paragraphs one and two may be granted. The additional day(s) shall be deducted from sick leave.~~

Section 17.3 Essential Leave

All members will be granted leave, of no more than two (2) days per year, non-accumulative, for situations that arise requiring the employee's personal attention which cannot be attended to when school is not in session and which are not covered under other policies. The leave is granted according to the employee's pro-rated hours per day. Any days that are unused will be paid at a rate of \$14.50 \$16.50 per hour. The payment for unused days will occur in a supplemental payroll at the end of July.

Section 17.4 Parental Leave

In the event of pregnancy, the Community Education employee shall notify the Superintendent of Schools not later than the fourth month of pregnancy of the expected date of delivery. The employee must also submit a physician's statement indicating the estimated date of delivery. A leave of absence of not more than 12 months may be granted upon written request.

Subd. 1 Written Request

Employees requesting a parental leave must request such leave in writing which shall be accompanied by a physician's statement indicating the employee is unable to perform his/her assigned duties and responsibilities without injury or illness.

Subd. 2 Effective Date of Leave, Duration and Return

The effective date of the leave, its duration and the approximate date of return to employment shall be determined by the Superintendent based upon the employee's medical statement and the needs of the Employer-District's program.

Subd. 3 Leave Without Pay or Fringe Benefits

Parental leave is a leave without pay or fringe benefits. An employee may continue fringe benefits, if eligible, assuming the full cost of said benefits.

Subd. 4 Adoption Leave

Adoption leave shall be granted upon the request of an employee pursuant to the applicable provisions of the parental leave as defined in this section.

Section 17.5 Jury Duty and Other Legal Commitments

Subd. 1 - Employees called for jury duty, deposition, subpoena or to give testimony before a court, legal jurisdiction or administrative proceedings shall be granted a leave of absence unless the employee is party to a court action against the District, is a complainant in an action against the District, or is a participant in an action on behalf of the exclusive representative

and/or is a protagonist in a criminal, civil and/or personal legal accusation.

Section 17.6 Unpaid Leaves of Absence

Unpaid leaves of absence are at the discretion of the school District. If the district grants an employee an unpaid leave of absence, the employee will not accrue seniority during the time he/she is on an unpaid leave of absence.

Section 17.7 Emergency Closings

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

Subd. 2 SAC Staff Report

SAC staff who asked to report to work on a day when other staff are directed not to report due to weather or other emergency, will be paid double time for the time they are required to work.

If it is determined due to enrollment not all staff are needed on a cold/snow day, employees will be asked in seniority order if they wish to work on these days. If there is a need to force an employee due to employees declining to work, that will happen based on inverse seniority.

ARTICLE 18 VACATION ALLOWANCE

Section 18.1 Vacation Allowance

Subd. 1 Membership Qualification

The following provisions for paid vacation days shall apply to all employees covered by this bargaining agreement. ~~persons who are regularly employed and who qualify for membership in the bargaining unit (Article 2 – Recognition of Exclusive Representative). (Appendix B1-A, B2, B2-D, C-1).~~

Subd. 2 Conditions for Vacation Allowance

- 1) ~~Vacation must be earned prior to the time it is taken. Vacation days are based on their pro-rated day. Vacation accrual shall occur on July 1 each year and/or be available to the employee beginning on the first day of work each fiscal year.~~
- 2) Employees beginning employment after the start of the year shall earn a pro-rata amount of vacation ~~Vacation time will not be accumulated.~~
- 3) Pay for vacation shall be at the employee's regularly scheduled base hours per day. ~~It is the policy of the school district not to permit accrual of and carrying over of vacation leave. However, effective July 1, 2018, twelve (12) month employees may carry over vacation leave with the written permission of the Superintendent.~~
- 4) An employee may carry over a maximum of one year's accrual, or five days, whichever is less.
- 5) Vacation time must be scheduled at least two calendar weeks in advance with the administrator in charge. ~~and must be approved by the Superintendent or his/her designee.~~
- 6) An employee cannot borrow vacation time from the next year. ~~A request for day(s) off without pay, when vacation and/or personal days have already been used, must be approved by the Superintendent or designee and will only be honored for extenuating circumstances.~~

- 7) Upon termination, the employee's last pay check will be adjusted for any vacation used in excess of what has been earned.
- 8) If an employee fails to complete the probationary period in the District, he/she shall not be entitled to any vacation pay.
- 9) The following individuals are grandfathered at five vacation days per year based on their regularly scheduled average hours per day:

Norma Hodorff
Cynthia Forrey

~~10) In the event that a member's immediate family dies or becomes hospitalized with a serious illness or injury, while an employee is on vacation, the employee's leave will be changed to the appropriate leave type with the approval of the Director of Human Resources.~~

~~11) Grandfather Clause: For purposes of this contract the following CE Para-employees will be grandfathered in at 5 days/year based on their pro-rated hours/day based on the formula of 1,520 hours/year. (Appendix B2, B2-C).~~

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

Subd. 3 Resignation

An employee who has completed the probationary period and has acquired regular employment status, as defined in Article 8 ~~16~~, Section 8~~1~~, Subd. 1, shall be entitled to receive the pro-rata pay for unused vacation time, provided such employee gives the ~~school~~ District at least two weeks' advance written notice of his/her resignation - reference ~~19~~20.3 Resignation.

Section 18.2 Holidays

Subd. 1 Holidays Specified

The following provisions for paid holidays shall apply to all persons who are regularly employed and who qualify for membership in the bargaining unit (Article 2 - Recognition of Exclusive Representative), ~~Appendix B1-A, B-2, B2-D, C-1, D-1.~~ Holiday pay shall be at the employee's regularly scheduled base hours per day.

Staff hired after on or after July 1, 2008 and regularly scheduled to work less than 1472 hours per year ~~7/1/2008 and who are not included on the Grandfather Clause below (Section 17.2. Subd. 4)~~ shall receive the following holidays (Appendix B1-A).

1. New Years Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Thanksgiving Day
6. Christmas Day

Subd. 2 – Employees hired prior to July 1, 2008, and regularly scheduled less than 1472 hours per year shall be eligible for the following paid holidays, in addition to those listed in Subd. 1:

Labor Day
Christmas Eve

Subd. 3– Employees regularly scheduled at least 1472 hours per year shall be eligible for the

following paid holidays, in addition to those listed in Subd. 1:

Labor Day
Christmas Eve
New Years' Eve
Easter Monday (if school is not in session)

Subd. 4: Grandfather Clause

~~For purposes of this the contract~~ The following individuals are grandfathered at 10 holidays/year as provided below, ~~based on the formula of the estimated number of hours worked per year divided 1520 hours/year (Appendix B2, B2-C)~~ these holidays include:

Norma Hodorff
Cynthia Forrey

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Labor Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. Christmas Eve Day
9. Christmas Day
10. New Year's Eve Day

Subd. 5 Authority to Reschedule Holidays

If school is in session during a designated holiday (e.g., President's Day, Good Friday, etc.), the school District reserves the right to reschedule any of the above holidays.

Subd.6 Pro-rate Holiday

~~All staff shall receive pro-rated holiday pay.~~ Employees working less than the full year shall receive holidays on a pro-rata basis.

**ARTICLE 19
SEVERANCE**

Section 19.1 Eligibility Payment

District 200 Community Education Paraprofessional Employees hired prior to July 1, 2008, who are regularly employed who qualify for membership in this bargaining unit and who have completed at least 12 years of service with the ~~school~~ District, and who are at least 55 years of age, shall be eligible to receive the amount obtained by multiplying ~~75%~~ percent of the employee's unused number of sick leave hours, but in any event, not to exceed 60 pro-rated days' to hours.

In addition, District 200 Community Education Paraprofessional Employees who have been regularly employed shall be eligible for one ~~(1)~~ pro-rated day multiplied by the number of years of service not to exceed twenty-five ~~(25)~~ pro-rated days based on their FTE entitlement converted to hours.

The number of hours to be paid will be based upon the average number of hours worked per day during the last year of employment and the preceding four ~~(4)~~ years.

Subd. 1: Daily Rate:

Severance is capped at the maximum hourly rate for each grade according to the salary schedule for the 2008-09 school year. Following are the grade and hourly rates for 2008-2009:

Grade 8:	\$21.38
Grade 6:	\$17.41
Grade 4:	\$14.44

Hours per day and rate of pay will be based on a five year average. Example:

- SAC Asst., 3 years at Grade 4, current rate or cap
- SAC Lead, 2 years at Grade 8, current rate or cap

The average rate of pay would be used to calculate severance.

(Appendix B)

If the employee's current hourly rate is less than the capped amount, then that hourly rate will be used for severance purposes. If the employee's current hourly rate is more than the capped amount, the 2008-09 rate will be used for severance purposes.

(Appendix B)

Subd. 2: Payment

Severance pay shall be paid by the ~~school~~ District in equal annual installments over a time period not to exceed two years from the effective date of retirement. The first severance payment shall be paid on the first pay period in January, following the year in which the resignation/retirement takes place. Payment of severance shall not be granted to an employee who is discharged for cause by the ~~school~~ District.

Section 19.2 Group Insurance

This section applies to all employees hired prior to July 1, 2008 who currently qualify for retiree health. An employee who retires pursuant to this Article will be eligible to continue participation in the District's group medical-hospitalization insurance plan, if permitted by the term of the policy with the insurance carrier. The District will contribute \$225 a month towards single and \$350 a month towards family insurance, until the employee reaches the age of sixty-five (65) years old or the expiration of eight (8) years, whichever occurs first. (Appendix B: "Severance Rate & Health Cap)

It is the responsibility of the employee to make arrangements with the ~~school~~ business officer to pay to the ~~school~~ District the monthly premiums in advance and on such date as determined by the ~~school~~-District. The employee's right to continue participation in such group insurance will discontinue upon the employee reaching Medicare eligibility.

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

Section 19.3: Matching Contribution Plan 403B

Beginning July 1, 2008, employees who are hired after June 30, 2008, who are regularly employed with the ~~school~~ District shall be eligible to participate in a 403B matching contribution plan pursuant to MS 356.24

Beginning July 1, 2008, employees who were hired prior to July 1, 2008 who are regularly employed with the ~~school~~ District shall be eligible and may choose to participate in a 403B matching contribution plan pursuant to MS 356.24. If choosing to participate the employee would be forfeiting all rights to severance and retiree health under Article 19.1 Severance.

Subd. 1: Contributions

The District will match eligible employee contributions at the beginning of the year of service stated below. Budgeted annual amounts will determine the maximum that can be set up each year.

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

Determination of years is based on hire date before or after 1/1.
The maximum annual match is capped at \$2,500.
The maximum lifetime match is capped at \$35,000.

ISD#200 salary reduction authorization agreement stating "Matching Contribution" must be received by the District office on August 1st preceding the school year during which the employee wishes to participate.

Section 19.4:

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

**ARTICLE 20
MISCELLANEO
US**

Section 20.1 Short Course Training

The ~~school~~-District will reimburse employees the tuition costs of authorized and approved short course training. Training programs and courses must be approved by the Community Education Director or his/her appropriate supervising program coordinator, prior to taking the course. The Community Education Director or his/her appropriate supervising program coordinator will provide prior approval forms.

Section 20.2 Pay Periods

All Community Education employees as defined in this contract will be paid on the 5th and the 20th of each month.

Section 20.3 Resignation

The resignation shall be turned in at least two (~~2~~) weeks in advance of leaving. Employees shall write a letter of resignation to the Superintendent (copy to the administrator in charge) stating reason for leaving. The Superintendent then presents the resignation to the School Board at their next regular meeting for acceptance. If a resignation occurs before taking all earned vacation for the current year, the employee is eligible to receive vacation pay, pro-rated to his/her pre-determined work schedule and vacation pay entitlement.

Section 20.4 New Hires

Subd. 1 Notification of Bargaining Unit

The ~~Personnel Office~~ Human Resources Department will notify the designated member of the unit of new hires.

Subd. 2 Mid-Year Hiring-Step Advancement

If an employee is hired between July 1 and January 1 said employee shall advance one (~~1~~) step on the salary schedule the following year.

If an employee is hired on or after January 1 of a school year, the employee shall remain on the same step throughout the succeeding year of the contract (e.g., 18 months). Thereafter, the employee would advance one step per year.

Section 20.5 Use of Personal Vehicles

Effective September 1, 2005 Community Education Paraprofessional who are required to use their personal vehicles for authorized school business will be reimbursed at the prevailing IRS mileage rate. The ~~school~~-District will notify all employees of the prevailing rate.

Section 20.5 New Hire Union Meeting

Upon hire, new member to the union will be afforded 15 minutes during the workday in which to meet with a representative from the local, either the business agent or the union steward, for an initial meeting to explain the role of the union to the new member.

**ARTICLE 21
SAVINGS
CLAUSE**

This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time limits provided, such provisions shall be voided. All other provisions of the Agreement shall continue in full force and effect. The voided provision shall be renegotiated at the written request of either party.

**ARTICLE 22
DURATION**

Section 1. Term and Reopening Negotiations:

This Agreement shall remain in full force and effect for a period commencing July 1, 2022, through June 30, 2024. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement. Except as otherwise provided in this Agreement, changes in rates of pay or other increased benefits provided herein for the 2022-2024 school years shall be effective July 1, 2022. In the event a new Agreement is not in effect on July 1, 2024, all compensation and working conditions remain in effect as provided in P.E.L.R.A.

Section 2. Effect:

This Agreement constitutes the full and complete Agreement between the District and the exclusive representative. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3. Finality:

Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for renegotiation during the term of this Agreement, except by mutual agreement.

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

DISTRICT

UNION

DATE: _____

DATE: _____

BY: _____

BY: _____

FOR THE DISTRICT

UNION PRESIDENT

Appendix A-1

OLD SCHEDULE, SEE NEW SCHEDULE BELOW

2020-2021

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

Longevity

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

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

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

Appendix A-1

OLD SCHEDULE – SEE NEW SCHEDULE BELOW

2021-2022

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

Longevity

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

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

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

11/12/2019

APPENDIX A**2022-2023**

<u>DESCRIPTION</u>	<u>Step</u>	<u>Grade 8</u>	<u>Grade 7</u>	<u>Grade 6</u>	<u>Grade 4</u>
	<u>Hourly Rates</u>				
Grade 8					
School Age Care Program Lead (Grandfathered)	6	\$23.17	\$21.12	\$19.40	\$16.37
	7	\$23.74	\$21.59	\$19.81	\$16.67
Grade 7	8	\$24.25	\$22.03	\$20.22	\$17.00
School Age Care Program Lead	9	\$24.80	\$22.46	\$20.59	\$17.32
(ECFE, School Readiness and Early Childhood Screening)	10	\$25.34	\$22.93	\$21.02	\$17.67
Grade 6	11	\$25.88	\$23.36	\$21.42	\$17.98
Early Childhood Programs	12	\$26.41	\$23.82	\$21.82	\$18.33
	13	\$26.95	\$24.26	\$22.42	\$18.67
Grade 4	16	\$27.95	\$25.26	\$23.42	\$19.42
School Age Care Program Assistants	21	\$28.95	\$26.26	\$24.42	\$20.17

Retention payment: For 2022-2023, all 12 month staff hired on or before June 30, 2022 will receive a one-time payment of \$1,000 paid out the first payroll in December 2022. All less than 12 month staff hired on or before June 30, 2022 will receive a one-time payment of \$600 paid out the first payroll in December 2022.

2023-2024

<u>DESCRIPTION</u>	<u>Step</u>	<u>Grade 8</u>	<u>Grade 7</u>	<u>Grade 6</u>	<u>Grade 4</u>
	<u>Hourly Rates</u>				
Grade 8					
School Age Care Program Lead (Grandfathered)	6	\$23.63	\$21.54	\$19.79	\$16.70
	7	\$24.21	\$22.02	\$20.21	\$17.00
Grade 7	8	\$24.74	\$22.47	\$20.62	\$17.34
School Age Care Program Lead	9	\$25.30	\$22.91	\$21.00	\$17.67
	10	\$25.85	\$23.39	\$21.44	\$18.02
Grade 6	11	\$26.40	\$23.83	\$21.85	\$18.34
Early Childhood Programs	12	\$26.94	\$24.30	\$22.26	\$18.70
(ECFE, School Readiness and Early Childhood Screening)	13	\$27.49	\$24.75	\$22.87	\$19.04
Grade 4	16	\$28.49	\$25.75	\$23.87	\$19.79
School Age Care Program Assistants	21	\$29.49	\$26.75	\$24.87	\$20.54

Retention payment: For 2023-2024, all 12 month staff hired on or before June 30, 2022 will receive a one-time payment of \$1,000 paid out the first payroll in December 2023. All less than 12 month staff hired on or before June 30, 2022 will receive a one-time payment of \$600 paid out the first payroll in December 2023.

Appendix B1-A Average Hours Worked Hired after July 1, 2008 or did not receive.

If daily hours vary a great deal and annual hours worked are 1471 or less divide annual hours by 17210 get average daily hours for paid days off calculation. 1170/172 = .675 ave hours rounded to the quarter hour.

Minimum Annual Hours Worked to Qualify for Paid Days Off and Sick Leave for 1471 or less

172	2	344							
Minimum	Maximum	Ave	New hires 2		New Hires 6	=Hours	Sick	=Hours	
Hours	Hours	Hours	Vac 2	=Hours	Holidays	of	Leave	of Sick	
Worked	Worked	Per Day	of Vac	da	Holidays	da	Leave		

THIS APPENDIX IS ELIMINATED STARTING 2022-2023

344	365	2.00	2	4.00	at en r on ,rnes e:i	12.00	9	18.00
366	408	2.25	2	4.50	at en r on tmesMet	13.50	9	20.25
409	451	2.50	2	5.00	at en r on ,rnes e:i	15.00	9	22.50
452	494	2.75	2	5.50	at en r on tmesMet	16.50	9	24.75
495	537	3.00	2	6.00	at en r on ,rnes e:i	18.00	9	27.00
538	580	3.25	2	6.50	at en r on tmesMet	19.50	9	29.25
581	623	3.50	2	7.00	at en r on ,rnes e:i	21.00	9	31.50
624	666	3.75	2	7.50	at en r on tmesMet	22.50	9	33.75
667	709	4.00	2	8.00	at en r on ,rnes e:i	24.00	9	36.00
710	752	4.25	2	8.50	at en r on tmesMet	25.50	9	38.25
753	795	4.50	2	9.00	at en r on ,rnes e:i	27.00	9	40.50
796	838	4.75	2	9.50	at en r on tmesMet	28.50	9	42.75
839	881	5.00	2	10.00	at en r on ,rnes e:i	30.00	9	45.00
882	924	5.25	2	10.50	at en r on tmesMet	31.50	9	47.25
925	967	5.50	2	11.00	at en r on ,rnes e:i	33.00	9	49.50
968	1010	5.75	2	11.50	at en r on tmesMet	34.50	9	51.75
1011	1053	6.00	2	12.00	at en r on tmesMet	36.00	9	54.00
1054	1096	6.25	2	12.50	at en r on ,rnes e:i	37.50	9	56.25
1097	1139	6.50	2	13.00	at en r on tmesMet	39.00	9	58.50
1140	1182	6.75	2	13.50	at en r on ,rnes e:i	40.50	9	60.75
1183	1225	7.00	2	14.00	at en r on tmesMet	42.00	9	63.00
1226	1268	7.25	2	14.50	at en r on ,rnes e:i	43.50	9	65.25
1269	1311	7.50	2	15.00	at en r on tmesMet	45.00	9	67.50
1312	1354	7.75	2	15.50	at en r on ,rnes e:i	46.50	9	69.75
1355	1376	8.00	2	16.00	at en r on tmesMet	48.00	9	72.00
1377	1471	8.00	2	16.00	at en r on ,rnes e:i	48.00	9	72.00

If annual hours vary by less than 1471 or greater average daily hours for paid days off should be 8 hours per day.

If annual hours worked is below the above minimum or maximum the corresponding ave. hrs. per day is used in the vacation/holiday/personal sick day calculation.

Appendix 82-C ~~Grandfathered CE Para Contract~~

If daily hours vary a great deal and annual hours worked are 1471 or less divide annual hours by 190 (1521/8=190) to get average daily hours for paid days off calculation. 1170/190=6.25 ave hrs rounded to the quarter hour.

Minimum Annual Hours Worked to Qualify for Paid Days Off and Sick Leave for 1471 or Less
 172 2 344

Minimum Hours Worked	Maximum Hours Worked	Ave Hours Per Day	Vac 5	=Hours of Vac	Holidays 10 days	=Hours of Holidays	Sick Leave 9	=Hours of Sick Leave
344	403	2.00	5	10.00	ave hrs on timesheet	20.00	9	18.00
404	450	2.25	5	11.25	ave hrs on timesheet	22.50	9	20.25
451	498	2.50	5	12.50	ave hrs on timesheet	25.00	9	22.50
499	545	2.75	5	13.75	ave hrs on timesheet	27.50	9	24.75
546	593	3.00	5	15.00	ave hrs on timesheet	30.00	9	27.00
594	640	3.25	5	16.25	ave hrs on timesheet	32.50	9	29.25
641	688	3.50	5	17.50	ave hrs on timesheet	35.00	9	31.50
689	735	3.75	5	18.75	ave hrs on timesheet	37.50	9	33.75
736	783	4.00	5	20.00	ave hrs on timesheet	40.00	9	36.00
784	830	4.25	5	21.25	ave hrs on timesheet	42.50	9	38.25
831	878	4.50	5	22.50	ave hrs on timesheet	45.00	9	40.50
879	925	4.75	5	23.75	ave hrs on timesheet	47.50	9	42.75
926	973	5.00	5	25.00	ave hrs on timesheet	50.00	9	45.00
974	1020	5.25	5	26.25	ave hrs on timesheet	52.50	9	47.25
1021	1068	5.50	5	27.50	ave hrs on timesheet	55.00	9	49.50
1069	1115	5.75	5	28.75	ave hrs on timesheet	57.50	9	51.75
1116	1163	6.00	5	30.00	ave hrs on timesheet	60.00	9	54.00
1164	1210	6.25	5	31.25	ave hrs on timesheet	62.50	9	56.25
1211	1258	6.50	5	32.50	ave hrs on timesheet	65.00	9	58.50
1259	1305	6.75	5	33.75	ave hrs on timesheet	67.50	9	60.75
1306	1353	7.00	5	35.00	ave hrs on timesheet	70.00	9	63.00
1354	1400	7.25	5	36.25	ave hrs on timesheet	72.50	9	65.25
1401	1448	7.50	5	37.50	ave hrs on timesheet	75.00	9	67.50
1449	1495	7.75	5	38.75	ave hrs on timesheet	77.50	9	69.75
1496	1520	8.00	5	40.00	ave hrs on timesheet	80.00	9	72.00

If annual hours worked is between the above minimum or maximum the corresponding ave. hrs. per day is used in the vacation/holiday/personal/sick days calculation.

Appendix 82-C ~~Grandfathered CE Para Contract~~

If daily hours vary a great deal and annual hours worked are 1471 or less divide annual hours by 190 (1521/8=190) to get average daily hours for paid days off calculation. 1170/190=6.25 ave hrs rounded to the quarter hour.

Minimum Annual Hours Worked to Qualify for Paid Days Off and Sick Leave for 1471 or Less
 172 2 344

Minimum Hours Worked	Maximum Hours Worked	Ave Hours Per Day	Vac 5	=Hours of Vac	Holidays 10 days	=Hours of Holidays	Sick Leave 9	=Hours of Sick Leave
344	403	2.00	5	10.00	ave hrs on timesheet	20.00	9	18.00
404	450	2.25	5	11.25	ave hrs on timesheet	22.50	9	20.25
451	498	2.50	5	12.50	ave hrs on timesheet	25.00	9	22.50
499	545	2.75	5	13.75	ave hrs on timesheet	27.50	9	24.75
546	593	3.00	5	15.00	ave hrs on timesheet	30.00	9	27.00
594	640	3.25	5	16.25	ave hrs on timesheet	32.50	9	29.25
641	688	3.50	5	17.50	ave hrs on timesheet	35.00	9	31.50
689	735	3.75	5	18.75	ave hrs on timesheet	37.50	9	33.75
736	783	4.00	5	20.00	ave hrs on timesheet	40.00	9	36.00
784	830	4.25	5	21.25	ave hrs on timesheet	42.50	9	38.25
831	878	4.50	5	22.50	ave hrs on timesheet	45.00	9	40.50
879	925	4.75	5	23.75	ave hrs on timesheet	47.50	9	42.75
926	973	5.00	5	25.00	ave hrs on timesheet	50.00	9	45.00
974	1020	5.25	5	26.25	ave hrs on timesheet	52.50	9	47.25
1021	1068	5.50	5	27.50	ave hrs on timesheet	55.00	9	49.50
1069	1115	5.75	5	28.75	ave hrs on timesheet	57.50	9	51.75
1116	1163	6.00	5	30.00	ave hrs on timesheet	60.00	9	54.00
1164	1210	6.25	5	31.25	ave hrs on timesheet	62.50	9	56.25
1211	1258	6.50	5	32.50	ave hrs on timesheet	65.00	9	58.50
1259	1305	6.75	5	33.75	ave hrs on timesheet	67.50	9	60.75
1306	1353	7.00	5	35.00	ave hrs on timesheet	70.00	9	63.00
1354	1400	7.25	5	36.25	ave hrs on timesheet	72.50	9	65.25
1401	1448	7.50	5	37.50	ave hrs on timesheet	75.00	9	67.50
1449	1495	7.75	5	38.75	ave hrs on timesheet	77.50	9	69.75
1496	1520	8.00	5	40.00	ave hrs on timesheet	80.00	9	72.00

If annual hours worked is between the above minimum or maximum the corresponding ave. hrs. per day is used in the vacation/holiday/personal/sick days calculation.

Appendix C-1

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

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

Days will be prorated for partial years.

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

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

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

Appendix D-1

Holiday/Non Workday Schedule

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

Appendix E-1

Health Insurance Contribution Grades 1-12

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

Dental Insurance Contribution Grades 1-12

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

See appendix B-1 for hours worked.



MEMORANDUM OF UNDERSTANDING (MOU)

Additional Days of vacation for SAC Program Leads

This Memorandum of Understanding is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the “District”) and Local No. 320 Representing Hastings Community Education Paraprofessionals (hereinafter referred to as the “Union”).

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. The parties have entered into a collective bargaining agreement covering the period from July 1, 2022, through June 30, 2024.
2. A School Age Care Program Lead (SAC) who works 12 months out of the year and has been employed as SAC Lead for a minimum of five years will have access to fifteen (15) days of vacation.
3. Vacation time allocation will follow the current process outlined by the District and the collective bargaining agreement.
4. The terms of this MOU shall not establish a precedent, nor shall this MOU be used to seek or justify similar terms in any subsequent situation.
5. The MOU will be sunset on June 30, 2024.

DISTRICT

UNION

DATE: _____

DATE: _____

BY: _____

BY: _____

FOR THE DISTRICT

UNION PRESIDENT

MEMORANDUM OF UNDERSTANDING SICK LEAVE BANK

This Memorandum of Understanding is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the "District") the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, (hereinafter referred to as the "Union").

WHEREAS, the District and the Union mutually agree that there is benefit in maintaining a Sick Leave Bank for employees of the District; and

WHEREAS, during the period of this MOU, Article XVII, Section 17.1, Subd. 7 Sick Leave Bank, of the Master Agreement shall be suspended and the terms of the Sick Leave Bank provided in this MOU will apply.

NOW THEREFORE, it is mutually agreed by and between the undersigned parties that the terms of the Sick Leave Bank shall go into effect upon the ratification of the 2022-2023 Master Agreement and continue until the ratification of the 2023-2024 Master Agreement, with the following terms:

1. Purpose
 - a. The purpose of the Sick Leave Bank is to provide additional sick leave to those employees who have exhausted their paid leave and have a catastrophic accident, illness, or serious recurring illness, necessitating extended absence.
2. Membership
 - a. Employees shall contribute a maximum of one day of sick leave during the donation period to be eligible for the Sick Leave Bank.
 - i. Employees who do not contribute one sick day to the Sick Leave Bank during the donation period shall not be eligible to use leave from the bank.
 - b. Employees shall be offered the opportunity to join the Sick Leave Bank during donation periods. Employees will be notified 15 days in advance of scheduled donation periods.
 - c. Employees hired after the enrollment period shall be eligible to join the Sick Leave Bank within 15 days of their employment start date.
 - d. Employees returning from a leave of absence shall be eligible to join the Sick Leave Bank within 15 days of their return from leave.
 - e. Leave contributed to the Sick Leave Bank is not taxed or tax deductible to the donor, is non-refundable, and contributions are irrevocable.
 - f. If at any time the balance in the Sick Leave Bank goes below 20 days, the District will organize a donation period.
3. Qualification
 - a. To qualify for the Sick Leave Bank, the employee must have exhausted their personal sick leave accrual, and other paid leave available to them (i.e. essential leave, vacation, etc.), and
 - b. To qualify as a catastrophic accident or illness, for the purpose of this Sick Leave Bank, the employee must:
 - i. Need leave to meet the waiting period for Long Term Disability; or
 - ii. Need leave to cover an extended period of absence resulting from an accident with major injury and/or a serious health condition, as defined under the FMLA; or
 - iii. Need leave to cover intermittent absences resulting from an ongoing, recurring illness/serious health condition, as defined under the FMLA; or

- iv. Be required to provide care for the serious health condition (as defined under the FMLA) of a spouse, child, or parent, whether for an extended period of time or on a recurring basis; and
 - c. Written verification by the attending physician is required.
- 4. Maximum Eligibility
 - a. Employees shall be eligible to use up to a maximum of ten days per school year from the Sick Leave Bank, for qualifying absences.
- 5. Exclusions
 - a. With the exception of FMLA or medical leave, employees on leave are not eligible to access the Sick Leave Bank.
 - b. An employee who is collecting benefits from Long Term Disability or Workers Compensation will not be eligible.
 - c. An employee who is absent for treatment and/or surgery that is considered elective in nature will not be eligible.
- 6. Part-time Employees
 - a. Employees who are part of the plan and work less than full time shall be eligible for benefits only for the pro-rata portion of the work day for which they are employed.
- 7. Administration
 - a. A member must apply for benefits under the Sick Leave Bank by submitting a written request to the Human Resources Department. Such request must be submitted and approved prior to the use of the leave.
 - b. The Sick Leave Bank will be administered by the Human Resources Department
 - i. If, in reviewing eligibility, it is determined that a request does not qualify, Human Resources will review the request with the Union President, prior to denial. If there is not mutual agreement, the matter will be referred to the Superintendent for a final determination.
 - ii. Eligibility decisions related to the qualification for use of days from the Sick Leave Bank are not subject to the grievance procedures.

209 CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to assist the individual school board member in understanding his or her role as part of a school board and in recognizing the contribution that each member must make to develop an effective and responsible school board.

II. GENERAL STATEMENT OF POLICY

Each school board member shall follow the code of ethics stated in this policy.

A. AS A MEMBER OF THE SCHOOL BOARD, I WILL:

1. Attend school board meetings.
2. Come to the meetings prepared for discussion of the agenda items.
3. Listen to the opinions and views of others (including, but not limited to, other school board members, administration, staff, students, and community members).
4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.
5. Support the decision of the school board, even if my position concerning the issue was different.
6. Recognize the integrity of my predecessors and associates and appreciate their work.
7. Be primarily motivated by a desire to provide the best possible education for the students of my school district.
8. Inform myself about the proper duties and functions of a school board member.

B. IN PERFORMING THE PROPER FUNCTIONS OF A SCHOOL BOARD MEMBER, I WILL:

1. Focus on education policy as much as possible.
2. Remember my responsibility is to set policy – not to implement policy.

3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
4. Recognize that my responsibility, exercised through the actions of the school board as a whole, is to see that the schools are properly run – not to run them myself.
5. Work through the superintendent – not over or around the superintendent.
6. Delegate the implementation of school board decisions to the superintendent.

C. TO MAINTAIN RELATIONS WITH OTHER MEMBERS OF THE SCHOOL BOARD, I WILL:

1. Respect the rights of others to have and express opinions.
2. Recognize that authority rests with the school board in legal session – not with the individual members of the school board except as authorized by law.
3. Make no disparaging remarks, in or out of school board meetings, about other members of the school board or their opinions.
4. Keep an open mind about how I will vote on any proposition until the board has met and fully discussed the issue.
5. Make decisions by voting in school board meetings after all sides of debatable questions have been presented.
6. Insist that committees be appointed to serve only in an advisory capacity to the school board.

D. IN MEETING MY RESPONSIBILITIES TO MY COMMUNITY, I WILL:

1. Attempt to appraise and plan for both the present and future educational needs of the school district and community.
2. Attempt to obtain adequate financial support for the school district's programs.
3. Insist that business transactions of the school district be ethical and open.
4. Strive to uphold my responsibilities and accountability to the taxpayers in my school district.

E. IN WORKING WITH THE SUPERINTENDENT OF SCHOOLS AND STAFF, I WILL:

1. Hold the superintendent responsible for the administration of the school district.
2. Give the superintendent authority commensurate with his or her responsibilities.
3. Assure that the school district will be administered by the best professional personnel available.
4. Consider the recommendation of the superintendent in hiring all employees.
5. Participate in school board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate information supporting the recommendation.
6. Insist the superintendent keep the school board adequately informed at all times.
7. Offer the superintendent counsel and advice.
8. Recognize the status of the superintendent as the chief executive officer and a non-voting, ex officio member of the school board.
9. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board for proper referral according to the chain of command.
10. Present any personal criticisms of employees to the superintendent.
11. Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.

F. IN FULFILLING MY LEGAL OBLIGATIONS AS A SCHOOL BOARD MEMBER, I WILL:

1. Comply with all federal, state, and local laws relating to my work as a school board member.
2. Comply with all school district policies as adopted by the school board.
3. Abide by all rules and regulations as promulgated by the Minnesota

Department of Education and other state and federal agencies with jurisdiction over school districts.

4. Recognize that school district business may be legally transacted only in an open meeting of the school board.
5. Avoid conflicts of interest and refrain from using my school board position for personal gain.
6. Take no private action that will compromise the school board or administration.
7. Guard the confidentiality of information that is protected under applicable law.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (General Powers of Independent School District)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

Cross References:

Policy Reviewed: 08.11.2022
Policy Adopted: 02.26.2020
Policy Revised:



210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS

I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

- A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.
- B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:
 - 1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minnesota Statutes chapter 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the school board minutes. Disclosure shall be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and need only be made once;
 - 2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;

3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;
 4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:
 - a. The school board shall authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.
 - b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.
 - c. Before a claim is paid, the interested school board member shall file with the clerk of the school board an affidavit stating:
 - (1) The name of the school board member and the office held;
 - (2) An itemization of the goods or services furnished;
 - (3) The contract price;
 - (4) The reasonable value;
 - (5) The interest of the school board member in the contract; and
 - (6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.
 5. A school board member may contract with the school district to provide construction materials or services, or both, when the sealed bid process is used. When the contract comes before the school board for consideration, the interested school board member may not vote on the contract.
 6. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.
- C. In the following circumstances, the school board may as an exception, by majority

vote at a meeting at which all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee only if there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed \$20,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting at which all school board members are present, that employment is immediately terminated and that school board member has no further rights to employment while serving as a school board member in the school district.

- D. The school board may contract with a class of school district employees, such as teachers or custodians, when the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. For the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting in which the contract is approved.

IV. LIMITATIONS ON RELATED EMPLOYEES

- A. The school board must hire or dismiss teachers only at duly called meetings. When a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.
- B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

Legal References: Minn. Stat. § 122A.40, Subd. 3 (Employment; Contracts; Termination)

Minn. Stat. § 123B.195 (Board Member's Right to Employment)

Minn. Stat. § 471.87 (Public Officers; Interest in Contract; Penalty)

Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)

Minn. Stat. § 471.89 (Contract, When Void)

Op. Atty. Gen. 437-A-4, March 15, 1935

Op. Atty. Gen. 90-C-5, July 30, 1940

Op. Atty. Gen. 90-A, August 14, 1957

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School Board)
MSBA/MASA Model Policy 209 (Code of Ethics)

Policy Reviewed: 08.11.2022

Policy Adopted: 04.22.2020

Policy Revised:



416 DRUG AND ALCOHOL TESTING

I. PURPOSE

- A. The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.
- B. The school board believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and Minnesota Statutes, sections 181.950- 181.957.

II. GENERAL STATEMENT OF POLICY

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs that are not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.

- D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.
- E. Any employee who violates this section shall be subject to discipline that includes, but is not limited to, immediate suspension without pay and immediate discharge.

III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

A. General Statement of Policy

All persons subject to commercial driver’s license requirements shall be tested for alcohol, marijuana (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. “Actual Knowledge” means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee’s use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee’s admission, except when made in connection with a qualified employee self-admission program.
2. “Alcohol Screening Device” (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. “Breath Alcohol Technician” (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. “Commercial Motor Vehicle” (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.
5. “Designated Employer Representative” (DER) means an employee

authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.

6. “Department of Transportation” (DOT) means United States Department of Transportation.
7. “Direct Observation” means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.
8. “Driver” is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.
9. “Evidential Breath Testing Device” (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
10. “Licensed Medical Practitioner” means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.
11. “Medical Review Officer” (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district’s drug testing program and for evaluating medical explanations for certain drug tests.
12. “Refusal to Submit” (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver’s provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with

any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

13. "Safety-Sensitive Functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
14. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
15. "Stand Down" means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory reports to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test before the MRO completes the verification process.
16. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.

2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver's or a coworker's); and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.

5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.
8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and the policies of the school district.

G. Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a

controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

H. Testing Requirements

1. Pre-Employment Testing

- a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.
- b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
- c. To be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.
- d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.
- e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to

obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of the query.

2. Post-Accident Testing

- a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.
- b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
- c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.
- d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
- e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.
- f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.
- g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

3. Random Testing

- a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.
- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.
- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as a random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.
- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
- b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances

violation may include indications of the chronic and withdrawal effects of controlled substances.

- c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
 - d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.
5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.
6. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.
7. Refusal to Submit and Attendant Consequences
 - a. A driver or driver applicant may refuse to submit to drug and alcohol testing.
 - b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 United States Code section 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver

applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.

c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.

d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to

and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I. Testing Procedures

1. Drug Testing

a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.

b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period

of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.

- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.
- d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.
- e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.
- f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
 - (1) The donor expressly declines the opportunity to discuss the test results;
 - (2) The donor has not contacted the MRO within seventy-two

(72) hours of being instructed to do so by the DER; or

- (3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

- a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.
- b. Any test result less than 0.02 alcohol concentration is considered a “negative” test.
- c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor’s inability to provide a breath sample is genuine or constitutes a refusal to test.
- d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.
- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver’s or driver applicant’s expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.
2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
 - a. The school district has first given the employee an opportunity to

participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP;

- b. and the employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.
- c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

A testing laboratory for controlled substances certified by the Department of Health and Human Services – SAMHSA, will be used to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minn. Stat. Ch. 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

- 1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.
- 2. The required records shall be retained for the following minimum periods:

Basic records 5 years

“Basic records” includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers	3 years
Alcohol and controlled substance collection procedures	2 years
Negative and canceled controlled substance tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

“Education and training records” must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

3. Personal Information

Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse (“Clearinghouse”) as required under federal law, including:

- a. The name of the person tested;
- b. Any verified positive, adulterated, or substituted drug test result;
- c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;
- d. Any refusal to submit to any test required hereunder;
- e. Any report by a supervisor of actual knowledge of use as follows
 - i. Any on-duty alcohol use;
 - ii. Any pre-duty alcohol use;
 - iii. Any alcohol use following an accident; and
 - iv. Any controlled substance use.
- f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;
- g. Any negative return-to-duty test; and
- h. Any employer’s report of completion of follow-up testing.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of

training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.

2. Referral, Evaluation, and Treatment

a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.

c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.

d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate

discharge.

- c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

Q. Report to Clearinghouse

The school district shall promptly submit to the Clearinghouse any record generated of an individual who refuses to take an alcohol or controlled substance test required under Title 49, Code of Federal Regulations, tests positive for alcohol or a controlled substance in violation of federal regulations, or violates subpart B of Part 382 of Title 49, Code of Federal Regulations (or subsequent corresponding regulations).

R. Annual Clearinghouse Query

1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearing House but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to

have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.

2. The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.
3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.
4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug and alcohol testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

A. Circumstances Under Which Drug or Alcohol Testing May Be Requested or Required:

1. General Limitations

- a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing laboratory that meets one of the criteria

listed in Minnesota Statutes, section 181.953, subdivision 1.

- b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing on an arbitrary and capricious basis.

2. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer that is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

3. Random Testing

The school district may request or require employees to undergo drug and alcohol testing on a random selection basis only if they are employed in safety-sensitive positions.

4. Reasonable Suspicion Testing

The school district may request or require any employee to undergo drug and alcohol testing if the school district has a reasonable suspicion that the employee:

- a. is under the influence of drugs or alcohol;
- b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;
- c. has sustained a personal injury, as that term is defined in Minnesota Statutes, section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-

related accident.

5. Treatment Program Testing

The school district may request or require any employee to undergo drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

6. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

B. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

C. Definitions

1. "Drug" means a controlled substance as defined in Minnesota Statutes, including medical cannabis, regardless of enrollment in the state registry program.
2. "Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
3. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional

personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."

4. "Job Applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.).
5. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
6. "Random Selection Basis" means a mechanism for selection of employees that:
 - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
 - b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.
7. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
8. "Safety-Sensitive Position" means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

Any employee or job applicant whose position does not require a commercial driver's license has the right to refuse drug and alcohol testing

subject to the provisions contained in Paragraphs 2. and 3. of Section IV.D.

2. Consequences of an Employee's Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver's license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

3. Consequences of a Job Applicant's Refusal to Undergo Drug and Alcohol Testing

Any job applicant for a position which does not require a commercial driver's license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test.

4. Notice of and Right to Explain Positive Test Result

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information.
- b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.
- c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.
- d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.
- e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.
- b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has

requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota Statutes, section 181.953, subdivision 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform the individual of other rights provided under Sections F. or G., below, whichever is applicable.

Attachments E and F to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.
3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

- b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co- employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.
6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;
2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;
3. A sample must be accompanied by a written chain-of-custody record; and
4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minnesota Statutes Chapter 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or

order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug and alcohol testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment G to this policy.

V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the

policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

- Legal References:***
- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 - Minn. Stat. Ch. 43A (State Personnel Management)
 - Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
 - Minn. Stat. § 152.01 (Definitions)
 - Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
 - Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
 - Minn. Stat. § 152.32 (Protections for Registry Program Participation)
 - Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)
 - Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
 - Minn. Stat. § 221.031 (Motor Carrier Rules)
 - 49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
 - 49 U.S.C. 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)
 - 49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)

49 C.F.R. Parts 40 and 382 (Department of Transportation Rules
Implementing Omnibus Transportation Employee Testing Act of 1991)

Cross-References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal
of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free
School)

Policy Reviewed: 08.11.2022

Policy Adopted: 12.09.2020

Policy Revised: 09.26.2022



418 DRUG-FREE WORKPLACE DRUG-FREE SCHOOL

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

- A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), or controlled substances in any school location.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage, containing more than one-half of one percent alcohol by volume.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, United States Code section 812, including analogues and look-alike drugs.
- C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.
- D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by any route of administration.
- E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is

delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method, **excluding smoking**, approved by the commissioner.

- F. “Possess” means to have on one’s person, in one’s effects, or in an area subject to one’s control.
- G. “School location” includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.
- H. “Toxic substances” includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter or; (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health.
- G. “Use” includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.

IV. EXCEPTIONS

- A. A violation of this policy does not occur when a person brings onto a school location, for such person’s own use, a controlled substance, except medical cannabis, which has a currently accepted medical use in treatment in the United States and the person has a physician’s prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

V. PROCEDURES

- A. Students who have a prescription from a physician for medical treatment with a

controlled substance, except medical cannabis, must comply with the school district's student medication policy.

- B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.
- C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.
- D. Employees are subject to the school district's drug and alcohol testing policies and procedures.
- E. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.
- F. No person is permitted to possess or use medical cannabis on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis.
- G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. ENFORCEMENT

A. Students

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids (including edible cannabinoid products),
2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service, which may be provided by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.
4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References: Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.22, subd. 6 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)

Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 516 (Student Medication)

Policy Reviewed: 08.11.2022

Policy Adopted: 06.19.2019

Policy Revised:



506 STUDENT DISCIPLINE

I. PURPOSE

The purpose of this policy is to ensure that all members of the school community work collaboratively to create a safe, supportive, and equitable school climate through the use of positive discipline practices. Effective positive discipline stresses student self-direction, decision-making, and responsibility. Students have the right to be safe and free from threatening situations on school property, at school activities, and in district vehicles. Therefore, the school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

II. GENERAL STATEMENT OF POLICY

1. All students have the right to an education and the right to learn.
2. The School Board recognizes that individual responsibility and mutual respect are essential components of the educational process. Students must conduct themselves in an appropriate manner in order to maintain a climate where learning can take place with minimal interference.
3. The School Board believes that a positive and equitable learning environment is essential for students to thrive academically and developmentally.
4. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56.
5. The School Board recognizes that no policy will cover all situations. Therefore, the building administrator(s) or designee will make a determination of the violation and/or consequences/disciplinary action when student actions are not specifically addressed. All actions by an administrator/designee will be made on a case-by-case basis.

III. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to

carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.

- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.
- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of a positive atmosphere at events sponsored by the school

district or held on school district property. See School Board Policy 903 (Visitors to School District Buildings and Sites) for additional information.

IV. STUDENT RIGHTS and RESPONSIBILITIES

Hastings Public Schools strives to create a safe and welcoming place for all students. All of us help create this positive and respectful learning environment.

- A. While each school’s approach may differ in details, the table below offers a summary of the responsibilities we share to create a positive school and district culture:

	Students	Parents/ Guardians	All Hasting Staff
Beliefs	Believe that you have the capacity to be your best self. -Belief that you are important -Belief that you can do big things	Believe your child has the capacity to be their best self...	Believe staff have the capacity to support students in being their best selves...
Positive Relationships	Actively build and maintain positive relationships with staff and students.	Build and maintain a positive relationship with staff at the school. Build and maintain a positive relationship with staff at the school.	Build and maintain positive relationships with all students and their families.
Respect	Respect yourself, the learning environment, other students, their parents/ guardians, families and all staff.	Respect and support the learning environment and emphasize the importance of being prepared for school.	Develop a learning community and a respectful environment that supports social-emotional and academic success.
Support	Ask for and accept help when you need assistance.	Ask for help when you need assistance. Advocate for your child through regular communication with school staff.	Regularly communicate with students and families. Support them when they ask for assistance.

Attendance	Go to school everyday on time,	Make sure your child arrives at school	Create a welcoming environment. Have
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	ready to learn, and give your best effort	everyday on time and prepared to learn.	high expectations for all students.
Expectations and Procedures	Learn and follow school expectations and procedures	Learn and talk with your child about the expectations and procedures at their school	Teach, model, and reinforce school expectations and procedures. Follow the school-wide discipline plan
Technology Use	Use technology and equipment in a responsible way.	Review the technology agreement with your child.	Tailor instruction for student voice and choice within a technology rich learning environment.
Learn	Personalize your learning by bringing your creativity to your assignments.	Encourage your child's passion to learn and grow toward life-long learning..	Provide personalized, engaging and academically appropriate instruction, including culturally responsive teaching that represents and invites students' identities.
Safety	Conduct yourself in a manner to ensure your safety and the safety of others.	Contact your child's school if you observe or are aware of potentially unsafe activities or conditions.	Create and monitor safe conditions in the school environment.

- B. In addition to collective expectations and responsibilities, specific student Rights, Opportunities and Responsibilities are outlined in the table below.

Access to Records
<p>Rights/Opportunities</p> <ul style="list-style-type: none">● Students’ parents/guardians and eligible students under federal law generally have the right to view their school records according to state and federal laws.● Students have the right to privacy regarding their school records. Any disclosure of information from student records will be consistent with legal requirements and policy established by the school district.● Responsibilities Eligible students are responsible for following established building and district procedures regarding access to their school records.
Attendance and Tardiness
<p>Rights/Opportunities</p> <ul style="list-style-type: none">● Absence or tardiness of students because of religious holidays and observances shall be recorded as excused absences or tardiness at the written request of the parent/guardian. For more details, see Board Policy 503. <p>Responsibilities</p> <ul style="list-style-type: none">● Students and parents/guardians are responsible for following the school’s attendance and tardiness rules and procedures.● Students and parents/guardians are responsible for notifying the school (e.g., a written note, phone call) before an absence or upon returning to school after an absence.● Students are responsible for following the school’s procedures, i.e. obtaining a pass from a staff person, when late for class or if there is a need to leave class.● Students and parents/guardians are responsible for notifying the school if the student must leave during the school day. For more details, see Board Policy 503.
Equal Opportunity

Rights/Opportunities

- Students have the right of equal opportunity, as allowed by law, to participate in all school activities and school education programs for which they are eligible.

Responsibilities

- Students are responsible for following the rules and procedures of the school-sponsored activity in which they, or others, participate. Students may not discourage, impede or prevent the participation of other students.

Fair Treatment**Rights/Opportunities**

- Students have the right to due process, as defined in the Minnesota Pupil Fair Dismissal Act, when involved in a violation of district rules. Included is the opportunity to hear the nature of the violation and to give their account of the situation.
- Students have the right to be informed of all applicable classroom and school rules, expectations and procedures.
- Students have the right to be treated respectfully by district employees and other students.
- Students have the right to be free from unreasonable physical contact from staff and other students. Reasonable force by staff to restrain or correct a student from injuring self or other persons, however, is allowable.

Responsibilities

- Students are responsible for responding to all directions or questions from staff and for following all laws, policies, rules and expectations that apply to them.
- Students should assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect
- Students are responsible for knowing and following all applicable classroom rules, expectations, and procedures.
- Students are responsible for treating all persons respectfully.
- Students are responsible for respecting the space and freedom of those around them.
- Students are expected to treat the property of others and the district responsibly.
- Students are responsible for refraining from using force or physical contact to inflict harm on another.
- Students are responsible for not engaging in conduct that threatens to physically or mentally injure themselves, other persons or property.

Free Speech and Expression

Rights/Opportunities

- Students have the right to free speech subject to certain Constitutional limitations.

Responsibilities

- Students are responsible for expressing opinions, publishing written materials and distributing literature in such a manner that is not libelous, obscene, discriminatory or sexually explicit; that does not contain references to alcohol, chemicals, tobacco, or other products that are illegal for use by minors; that does not interfere with the rights of others; that does not materially and substantially disrupt the atmosphere of learning in the school; and that follows school rules and procedures regarding time, place and manner.
- Permission of the school principal is required for distribution or posting of written materials.

Gender Identity**Rights/Opportunities**

- Students have the right to be identified by their preferred name, pronoun, and asserted gender in school records, learning spaces, facilities, and extracurricular activities consistent with Board Policy and procedures. For more information see Board Policy 536.

Responsibilities

- Students must communicate with school staff if their school records are not reflective of their preferred name, pronoun, and/or gender identity.

- School record name and/or gender changes connected to gender identity require submitting updates to the placement office in accordance with Board procedures.

Learning and Academic Work

Rights/Opportunities

- Eligible resident students have the right to a free public education according to state and federal laws.
- Students have the right to attend school and gain an education as provided by law. Attendance at a particular school is a privilege, not a right. For more details, see Minnesota Statutes section 120A.36 at revisor.mn.gov/statutes.
- Students have the right to attend school in a safe environment that is free from disruptive behavior by others. Students have the right to experience learning opportunities that reflect their cultural experiences in a non-racist, non-sex-biased, gender and disability fair manner. Students have the right to make up school work missed during any excused absence.
- When absent for an extended period as a result of a medical issue, students have the right to necessary home/hospital instruction as regulated by state guidelines.

Responsibilities

- Students are responsible for daily attendance, for completing class assignments on time, and for bringing appropriate materials required for class use.
- Students are responsible for behaving in such a manner that supports learning for all, does not pose a potential or actual danger to themselves or others, and is not disruptive to the learning process for others.
- Students are responsible for respecting the cultural experiences shared by their peers.
- Students are responsible for obtaining and completing make-up work assigned for periods of absence.
- Avoid inaccuracies in publications.

Medications**Rights/Opportunities**

- Students have the right to receive medications and medical procedures that must be administered during the school day in order for a student to attend school consistent with Board policy and procedure. For more information see Board policy 516.

Responsibilities

- Families are responsible for communicating with the school nurse or other school staff about changes in medications or medical procedures when they must be administered during the school day.
- Students are responsible for cooperating with school staff regarding medications and medical procedures to be administered during the school day.

Non-Discrimination/Harassment-Free Environment

Rights/Opportunities

- Students have the right to a learning environment free from discrimination, harassment and violence based on an individual's race, creed, sex, marital status, national origin, age, color, religion, familial status, status with respect to public assistance, sexual or affectional orientation, gender identity and expression, disability, or membership or activity in a local commission as defined by Minnesota Statutes section 363A.03.
- Students have a right not to be retaliated against for making good faith reports of discrimination, harassment, or violence.

Responsibilities

- Students are responsible for treating other students and district employees respectfully and in a manner that does not discriminate or harass an individual based on protected class.
- Students are responsible for reporting to staff (i.e., teacher or principal) incidents of bullying, discrimination, harassment, violence or retaliation that they have experienced or of which they are aware.

Personal Property and Privacy

Rights/Opportunities

- Students generally have a right of privacy in their persons and in their personal property on school district property and at school-sponsored or -associated events.
- According to Minnesota law, students have the right to use school-owned property (e.g., lockers, desks, iPads, ChromeBooks) for storing appropriate items of personal property with the understanding that all school-owned property is within the exclusive control of the school district and may be searched by school authorities for any reason, at any time, without permission, consent or requirement for a search warrant. For more details, see Minnesota Statutes section 121A.72, subd. 1 at revisor.mn.gov/statutes/.

Responsibilities

- Students must not bring onto school district property, or to school-sponsored or -associated events, any item or material that violates school district policy, school rules, or state or federal law, or that would cause, or tend to cause, a disruption or endanger the health or safety of students or other people. Items prohibited include, but are not limited to, stolen goods, weapons and lookalike weapons, and other illegal items.
- When reasonable suspicion exists to believe a student possesses prohibited items or that a search will uncover evidence of a violation of a school rule or of the law, school officials may conduct a reasonable search of a student's person or property.
- Students are responsible for keeping their lockers/desks in good condition and free of any items that are illegal or prohibited.
- The personal possessions of students within a school locker may be searched only when school authorities have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school authorities must provide notice of the search to students whose lockers were searched unless disclosure would impede an ongoing investigation by police or school officials. For more details, see Minnesota Statutes section 121A.72, subd. 1 at revisor.mn.gov/statutes/.
- Students must respect and maintain school property and the property of others.

Pledge of Allegiance

Rights/Opportunities

- Minnesota law requires all public schools to provide students the opportunity to recite the Pledge of Allegiance at least once a week (unless the School Board votes to waive this requirement).

Responsibilities

- Anyone who does not wish to participate in reciting the Pledge of Allegiance for any personal reasons may elect not to do so, and students must respect another person's right to make that choice.

For

more details, see Minnesota Statutes section 121A.11, subd. 3(b) at revisor.mn.gov/statutes/

Police Interviews

Rights/Opportunities

- Students have the right to be free from interview or interrogation by private parties, such as attorneys and private investigators, during the school day.
- Students have the right to be free from interview or interrogation during the school day by the Hastings Police Department unless the student's building administration determines it is unwise or unsatisfactory for the Hastings Police Department to contact the student outside of school.
- When interviewed during the school day by the Hastings Police Department, students have the right to be interviewed in private and with confidentiality and in the presence of the student's principal or the principal's designee, without interruption and without observance by other school personnel or students. For more details, see Board Policy 519.

Student Dress

Rights/Opportunities

- Students have the right to choose their manner of dress and personal grooming unless it presents a clear danger to the student's health or safety, causes an interference with school work or creates classroom or school disruption.

Responsibilities

- Students are responsible for wearing clothes that are appropriate for school. To maintain a safe learning environment, student dress cannot be a health and/or safety hazard, obscene, sexually explicit or discriminatory. Clothing that displays words or images that communicate a message that is racist, sexist, or otherwise derogatory is not permitted. Clothing that displays references to alcohol, chemicals, tobacco or other products that are illegal for use by minors is not permitted.
- Students are responsible for abiding by the school principal's mandated minimum standards of cleanliness and neatness. For more details, see Board Policy 504.

Student Government

Rights/Opportunities

- Students have the opportunity to form and participate in student government that is open to all of the student body being represented. The purpose of the existence of student government is to represent and to be responsive to the needs of all students.

Responsibilities

- Students are responsible, when forming a student government, for establishing purposeful governing rules. The student government is responsible for communicating with the student body, faculty and administration, and for being aware of and complying with any school district policies affecting the

student government procedures.

Technology Usage and Safety**Rights/Opportunities**

- Students have the opportunity to access a variety of district technology resources in support of personalized learning.

Responsibilities

- Students are responsible for using the district technology resources, including iPads, properly and following all district and school rules and procedures.
- Students are responsible for respecting the privacy of other users, and not intentionally seeking information on, obtaining copies of, or modifying files, other data or passwords belonging to other users without permission.
- Students are responsible for maintaining the security of the district technology resources and recognizing and honoring the intellectual property rights of others.
- Students are responsible for immediately disclosing inadvertent access of unacceptable materials or an unacceptable Internet site to an appropriate school district administrator.
- Students are responsible for using the district technology resources without making changes to device operating systems and security profiles or installing any apps other than those authorized by Hastings Public Schools.
- Students are responsible for ensuring that any digital content on district technology resources is school-appropriate.
- Unacceptable use of district technology resources, including e-mail and the Internet, may result in one or more of the following consequences: suspension or cancellation of use or access privileges, discipline under applicable district policies and procedures, or civil or criminal liability under applicable laws. For more details, see Board Policy 524.

Transportation

Rights/Opportunities

- When riding a school bus or van to or from school, a student has the right to a safe ride that is free from intimidation, threat, or harassment.
- Parents/Guardians and students have the right to be informed that transportation service is a privilege that is granted to a student contingent upon appropriate behavior. In accordance with Minnesota Statute § 121A.59, transportation is a privilege, not a right, for eligible students.

Responsibilities

- Students are responsible for adhering to the expected behaviors, set by the Board of Education, while on the school bus and while in school bus loading and unloading areas. Misbehaviors occurring on the school bus will be managed in accordance with the Administrative Procedures/Continuum of Response.
- Parents/Guardians of transported students are responsible for supervising their children until their children board the school bus in the morning and after their children leave the bus at the end of the school day.
- Students who are involved in serious or repeated incidents of unacceptable student conduct on the school bus or at the school bus stop may have their riding privileges suspended or revoked, including bus transportation for field trips.

- The parent or guardian of a student suspended from transportation is responsible for ensuring that the student travels safely to and from school and that the student arrives at school on time.
- Bus drivers and school staff are responsible for teaching, modeling and reinforcing positive behavioral expectations to all students.

VI. CODE OF STUDENT CONDUCT

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or

welfare of the student, other students, or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
2. The use of profanity or obscene language, or the possession of obscene materials;
3. Gambling, including, but not limited to, playing a game of chance for stakes;
4. Violation of the school district's Hazing Prohibition Policy;
5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
6. Violation of the school district's Student Attendance Policy; Opposition to authority using physical force or violence;
7. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;
8. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
10. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
11. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;

12. Violation of the school district's Weapons Policy;
13. Violation of the school district's Violence Prevention Policy;
14. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
15. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
16. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
17. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school; Violation of any local, state, or federal law as appropriate;
18. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
19. Violation of the school district's Internet Acceptable Use and Safety Policy;
20. Possession of nuisance devices or objects which cause distractions and may facilitate cheating including, but not limited to, pagers, radios, and phones, including picture phones;
21. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
22. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
23. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;

24. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
25. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
26. Possession or distribution of slanderous, libelous, or pornographic materials;
27. Violation of the school district' Bullying Prohibition Policy;
28. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
29. Criminal activity;
30. Falsification of any records, documents, notes, or signatures;
31. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
32. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;
33. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;
34. Violation of the school district's Harassment and Violence Policy;
35. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
36. Committing an act which inflicts great bodily harm upon another person,

even though accidental or a result of poor judgment;

37. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
38. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;
39. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
40. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;
41. Violation of the school district's Distribution of Non School-Sponsored Materials on School Premises by Students and Employees Policy; Violation of the school district's one-to-one device rules and regulations;
42. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
43. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

VII. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. Hastings Public Schools works to ensure developmentally appropriate, age appropriate, and context appropriate interventions/consequences are applied as uniformly as possible. While the specific form of discipline chosen in a particular case is solely within the discretion of the school district, the district has developed an Administrative Procedure-Continuum of Responses which establishes a range of intervention and consequence options commensurate with a violation of the Student Code of Conduct. At

a minimum, violation of school district rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;
- B. Restorative options defined as working with students in a manner that focuses on repairing harm, the impact of their behavior on the culture and community and maintaining relationships.
- C. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- D. Parent contact;
- E. Parent conference;
- F. Removal from class;
- G. In-school suspension;
- H. Suspension from extracurricular activities;
- I. Detention or restriction of privileges;
- J. Loss of school privileges;
- K. In-school monitoring or revised class schedule;
- L. Referral to in-school support services;
- M. Referral to community resources or outside agency services;
- N. Chemical health assessment
- O. Financial restitution;

- P. Referral to police, other law enforcement agencies, or other appropriate authorities;
- Q. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- R. Out-of-school suspension under the Pupil Fair Dismissal Act;
- S. Preparation of an admission or readmission plan;
- T. Saturday school;
- U. Expulsion under the Pupil Fair Dismissal Act;
- V. Exclusion under the Pupil Fair Dismissal Act; and/or
- W. Other disciplinary action as deemed appropriate by the school district.

VIII. REMOVAL OF STUDENTS FROM CLASS

Removal from class” and “removal” mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class period or activity period for a period of time not to exceed five (5) days after each occurrence, pursuant to this district discipline policy adopted by the school board. A class period or activity period is defined as a block of time devoted to one subject area or activity.

- A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior as appropriate by student developmental level based on each school’s discipline procedure and framework such as PBIS, Restorative Practices and Conscious Discipline. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student’s conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher’s ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the

school;

3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which is at the discretion of the teacher or administration, requires removal of the student from class.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another. The removal from class shall be for a period of time deemed appropriate by the principal.

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.
- C. Each building may develop a specific set of procedures for removing a student from class. However, when a building does not have such procedures, the general procedures outlined below, will be expected for staff to follow:
 - If a student is removed from class, the teacher, principal, or other District employee will complete a report describing the student's behavior in accordance with the building level procedure.
 - Teachers removing students from class are required to direct the student to the school office or other predesignated location and verify his or her arrival as soon as practicable. Teachers will determine whether a student needs to be accompanied to the office, and, if so, make the necessary arrangements.
 - The administrator may, at his/her option, assign the student to supervision in another area specially designated for this purpose.
 - The student will remain in the custody of the building administrator or his/her designee for the duration of the time prescribed.
 - Students removed for more than one class period will receive assignments from the teachers to enable the student to keep up with his/her class work.
- D. Procedures for Return of a Student to a Class From Which the Student Was

Removed.

1. The student may return to class after a conference with the appropriate administrator, teacher, and/or the parent(s)/Guardian(s). At the time of this conference, a plan of action will be established.
2. Students removed from class will be required to examine and take measures to correct it. (Language specific to each building level framework of behavior interventions- best practices like PBIS, Restitution, Restorative practices).

E. Procedures for Notification.

- Parents/guardians of students removed from class will be notified as soon as practicable of the rule violation that led to the removal, and any conditions for readmission.
- Disabled Students; Special Provisions.
 - In cases involving students receiving special education services, appropriate special education staff will be notified of the removal to determine compliance with the student's IEP and to determine whether further assessment or change in the student's IEP is necessary
 - In cases involving students with suspected disability, the student assistance team or school counselor will be notified and the school's pre-referral intervention process will be followed.

F. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.

1. The District has established a chemical /alcohol abuse pre-assessment team (Student Support Teams or Student Intervention Teams) pursuant to Minnesota Statute 121A.26;
2. The District has established teacher reporting procedures to the chemical/alcohol abuse pre-assessment team, pursuant to Minnesota Statute 121A.29

G. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior.

1. During the enrollment process, schools will gather as much information from parent(s)/guardian(s) as possible to determine any pre-existing academic, behavioral, or attendance concerns.

2. School administrators will ensure the building is adequately supervised and that a system is in place for reporting behavior concerns, regardless of the time and day.
3. School administration will have a plan for reviewing attendance records on a regular basis and then act on the attendance concerns in accordance with the appropriate county truancy program.
4. Schools will establish a structure for teachers to discuss student behavior concerns that is clearly communicated and followed up by administration.
5. Schools must have a team including administration, counselors, the school nurse, and other staff as available to review student academic, attendance, behavior and social/emotional concerns.
6. Staff will intervene and support students early on as behavior concerns are surfacing.
7. Schools will work with chemical health support staff to assess student behavior and determine whether or not chemical issues are present.
8. In conjunction with the Special Education process, schools will have regularly scheduled meetings to consider whether students with academic, behavioral, or social/emotional concerns might need to be assessed for special education services.
9. A formal structure will be created to share information as students transition between schools and grades to assist in continuous support and intervention.
10. Schools will communicate with parent/guardian about academic progress and encourage parents/guardians to assist in identifying concerns.

IX. DISMISSAL

- A. “Dismissal” means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to provide alternative educational services before dismissal proceedings, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

- C. Suspension Procedures

1. “Suspension” means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. If a student’s total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable

attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.
4. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.
5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as

indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes section 120B.02, although in a different setting.

6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
7. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
 - a. strongly encourage a parent or guardian of the student to attend school with the student for one day;
 - b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and
 - c. petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.
8. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)
9. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
10. In the event a student is suspended without an informal administrative

conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

11. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

D. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This

notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available

and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have

the right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to

attend and to be reinstated in the school district.

X. ADMISSION OR READMISSION PLAN

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior, including completing a character education program consistent with Minnesota Statutes section 120B.232, Subd. 1, and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XI. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each physical assault of a school district employee by a student within thirty (30) days of the assault. This report must include a statement of the alternative educational services or other sanction, intervention, or resolution given to the student in response to the assault and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the student's age, grade, gender, race, and special education status.

XII. STUDENT DISCIPLINE RECORDS

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13.

XIII. STUDENTS WITH DISABILITIES

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law,

conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XIV. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minnesota Statutes chapter 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XV. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

XVI. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the

school board, which shall conduct an annual review of this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students) Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.60 (Definitions)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch.125A (Special Education and Special Programs)
Minn. Stat. § 152.22, Subd. 6 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and

Employees) MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)

MSBA/MASA Model Policy 525 (Violence Prevention) MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

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Policy Revised: 08.10.2021



515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 United States Code section 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 Code of Federal Regulations part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and Minn. Rules parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

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

B. Biometric Record

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

C. Dates of Attendance

“Dates of attendance,” as referred to in “Directory Information,” means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, satellite, internet or other electronic communication technologies for students who

are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

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

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

E. Education Records

1. What constitutes “education records.” Education records means those records which: (1) are directly related to a student; and (2) are maintained

by the school district or by a party acting for the school district.

2. What does not constitute an education record. The term, “education records,” does not include:

- a. Records of instructional personnel which:
 - (1) are in the sole possession of the maker of the record; and
 - (2) are not accessible or revealed to any other individual except a substitute teacher; and
 - (3) are destroyed at the end of the school year.
- b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
 - (1) maintained separately from education records;
 - (2) maintained solely for law enforcement purposes; and
 - (3) disclosed only to law enforcement officials of the same jurisdiction.
- c. Records relating to an individual, including a student, who is employed by the school district which:
 - (1) are made and maintained in the normal course of business;
 - (2) relate exclusively to the individual in that individual’s capacity as an employee; and
 - (3) are not available for use for any other purpose.

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

- d. Records relating to an eligible student, or a student attending an institution of post-secondary education, which are:
 - (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;

- (2) made, maintained, or used only in connection with the provision of treatment to the student; and
- (3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

- e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.
- f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance inquiries in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes section 13.05 or a court order.

G. Eligible Student

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

H. Juvenile Justice System

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

I. Legitimate Educational Interest

"Legitimate educational interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student,

student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

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

J. Parent

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

K. Personally Identifiable

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

L. Record

"Record" means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

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

N. Student

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

O. School Official

“School official” includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory,

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

P. Summary Data

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

Q. Other Terms and Phrases

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

IV. GENERAL CLASSIFICATION

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

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

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

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

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 Code of Federal Regulations section 99.31(a).

C. Disabled Students

The school district shall follow 34 Code of Federal Regulations sections 300.610-300.617 with regard to the confidentiality of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

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

the statement is:

- a. in plain language;
- b. dated;
- c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
- d. specific as to the nature of the information the subject is authorizing to be disclosed;
- e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
- f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
- g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes chapter. 256B or Minnesota Care under Minnesota Statutes chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

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

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
 - a. performs an institutional service or function for which the school district would otherwise use employees;
 - b. is under the direct control of the school district with respect to the use and maintenance of education records; and
 - c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made.
3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code section 7917 *[insert the following if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statute section 260B.171, unless the data are required to be destroyed under Minnesota Statute section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records which have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;
4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
 - a. determine eligibility for the aid;
 - b. determine the amount of the aid;
 - c. determine conditions for the aid; or
 - d. enforce the terms and conditions of the aid.

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

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
 - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system’s ability to effectively serve the student whose records are released; or
 - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system’s ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student’s full name, home address, telephone number, and date of birth; a student’s school schedule, attendance record, and photographs, if any; and parents’ names, home addresses, and telephone numbers.
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and

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

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code sections 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district

may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

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

students;

18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:

a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;

b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain

an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

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

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minn. Stat. § 260B.171, Subd. 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the

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

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

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the

student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

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

C. Nonpublic School Students

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

1. Pursuant to a valid court order;
2. Pursuant to a statute specifically authorizing access to the private data; or
3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations

which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

VII. RELEASE OF DIRECTORY INFORMATION

A. Classification

Directory information is public except as provided herein.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at

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

C. Present Students and Parents

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

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:
 - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
 - b. the parent’s or eligible student’s right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
 - c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

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

D. Procedure for Obtaining Nondisclosure of Directory Information

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

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

E. Duration

The designation of any information as directory information about a student or

parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

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

identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

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

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:
 - a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
 - b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
 - c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;

- d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
- e. whether the data concerns medical, dental or other health services provided pursuant to Minn. Stat. §§ 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

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

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minn. Stat. § 626.556, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minn. Stat. § 626.556, Subd. 11.

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

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or which are retained in anticipation of a pending civil legal action are classified as

protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

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

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or

directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

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

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

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

A. The school district will release the names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military; and
2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.

C. A parent or eligible student has the right to refuse the release of the name, address, or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority [*designate title of individual, i.e., building principal*] in writing by [*date*] each year. The written request must include the following information:

1. Name of student and parent, as appropriate;
2. Home address;
3. Student's grade level;
4. School presently attended by student;

5. Parent's legal relationship to student, if applicable;
 6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
 7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

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

B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this

policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:

- a. The disclosures meet the requirements of Section VI. of this policy; and
- b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.

2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of

dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code section 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

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

D. Notification

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

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

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

B. Record Security

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

C. Plan for Securing Student Records

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

shall contain the following information:

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

D. Review of Written Plan for Securing Student Records

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

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student which indicates:
 - a. the parties who have requested or received personally identifiable information from the education records of the student;
 - b. the legitimate interests these parties had in requesting or obtaining

the information; and

- c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:
 - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
 - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
 - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.
3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18. United States Code section 2332b(g)(5)(B) or an act of domestic or international terrorism.
4. The record of requests of disclosures may be inspected by:

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

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

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

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

B. Response to Request for Access

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

C. Right to Inspect and Review

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

1. The right to a response from the school district to reasonable requests for

explanations and interpretations of records; and

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

D. Form of Request

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

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

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

G. Authority to Inspect or Review

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

H. Fees for Copies of Records

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

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

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

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.

2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information

in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

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

C. Conduct of Hearing

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

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

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

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

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

B. Content of Complaint

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

XVIII. WAIVER

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

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

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

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;

5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

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

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

C. Notification to Parents or Eligible Students Who are Disabled

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

XX. DESTRUCTION AND RETENTION OF RECORDS

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

XXI. COPIES OF POLICY

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Sharing Disposition Order and Peace Officer Records)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. § 363A.42 (Public Records; Accessibility)

Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns;
Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d
309 (2002)
Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

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

Policy Reviewed: 08.11.2022
Policy Adopted: 06.24.2020
Policy Revised: 05.20.2020



709 STUDENT TRANSPORTATION SAFETY POLICY

I. PURPOSE

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

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:
 - a. transportation by school bus is a privilege, not a right;
 - b. school district policies for student conduct and school bus safety;
 - c. appropriate conduct while on the bus;
 - d. the danger zones surrounding a school bus;
 - e. procedures for safely boarding and leaving a school bus;
 - f. procedures for safe vehicle lane crossing; and
 - g. school bus evacuation and other emergency procedures.
2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within 4 weeks of their first day of attendance.

3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.
4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statutes section 169.446, subdivision 2.
5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.
6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.
7. The school district may provide kindergarten students with school bus safety training before the first day of school.
8. The school district may provide student safety education for bicycling and pedestrian safety for students in grades K through 5.
9. The school district shall adopt and make available for public review a curriculum for transportation safety education.
10. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

- A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.
- B. Consequences for school bus/bus stop misconduct will be imposed by the school district. Serious misconduct may be reported to local law enforcement.
 1. School Bus and Bus Stop Rules. The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report

unacceptable behavior to the Transportation Office. The Transportation Office will then contact the site administrator and administrative assistant.

2. Rules at the Bus Stop

- a. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.
- b. Respect the property of others while waiting at your bus stop.
- c. Keep your arms, legs, and belongings to yourself.
- d. Use appropriate language.
- e. Stay away from the street, road, or highway when waiting for the bus.
- f. Wait until the bus stops before approaching the bus.
- g. After getting off the bus, move away from the bus.
- h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
- i. No fighting, harassment, intimidation, or horseplay.
- j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

- a. Immediately follow the directions of the driver.
- b. Sit in your seat facing forward.
- c. Talk quietly and use appropriate language.
- d. Keep all parts of your body inside the bus.
- e. Keep your arms, legs, and belongings to yourself.
- f. No fighting, harassment, intimidation, or horseplay.
- g. Do not throw any object.
- h. No eating, drinking, or use of alcohol, tobacco, or drugs.
- i. Do not bring any weapons or dangerous objects on the school bus.
- j. Do not damage the school bus.
- k. Students will treat one another with respect and dignity.

4. Consequences

- a. Consequences for school bus/bus stop misconduct will apply to all routes. Consequences will be based upon the severity of the offense. Decisions regarding a student's ability to ride the bus in connection with cocurricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of bus privileges.

(1) Elementary (K-6)

- 1st offense – warning
- 2nd offense – 3 school-day suspension from riding the bus
- 3rd offense – 5 school-day suspension from riding the bus

4th offense – 10 school-day suspension from riding the bus/meeting with parent
Further offenses – individually considered. Students may be suspended for longer periods of time, including the remainder of the school year.

(2) Secondary (7-12)

1st offense – warning
2nd offense – 5 school-day suspension from riding the bus
3rd offense – 10 school-day suspension from riding the bus

4th offense – 20 school-day suspension from riding the bus/meeting with parent
5th offense – suspended from riding the bus for the remainder of the school year

Note: When any student goes 60 transportation days without a report, the student's consequences may start over at the first offense.

(3) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.(4) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

(5) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within 2 weeks may result in the loss of bus privileges until damages are paid.

(6) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

(7) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be posted on the district website. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;
2. Support safe riding and walking practices, and recognize that students are responsible for their actions;
3. Communicate safety concerns to their school administrators;
4. Monitor bus stops, if possible;
5. Have their children to the bus stop 5 minutes before the bus arrives;
6. Have their children properly dressed for the weather; and
7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

- A. School bus drivers shall have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Sections VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Section VII.D., below.
- B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.
- C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:
 1. Excessive speeding, involving any single offense for any speed of 15

2. miles per hour or more above the posted speed limit;
 3. Reckless driving;
 4. Improper or erratic traffic lane changes;
 5. Following the vehicle ahead too closely;
 6. A violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;
 7. Driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession.
 8. Driving a commercial vehicle without the proper class of commercial driver's license and/or endorsements for the specific vehicle group being operated or for the passengers or type of cargo being transported;
 9. A violation of a state or local law prohibiting texting while driving a commercial vehicle; and
 10. A violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.
- D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.
- E. A school bus driver, with the exception of a driver operating a type A-I school bus, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.
- F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, “annually means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver “evaluation certification” form for each school district driver as contained in the Model School Bus Driver Training Manual.
2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;
2. Understand student behavior, including issues relating to students with disabilities;
3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;
4. Know and understand relevant laws, rules of the road, and local school bus safety policies;
5. Handle emergency situations; and
6. Safely load and unload students.

The evaluation must include completion of an individual “school bus driver evaluation form” (road test evaluation) as contained in the Model School Bus Driver Training Manual.

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.
2. Only students assigned to the school bus by the school district shall be transported. In the event it becomes necessary for a student to ride a bus

other than their assigned bus, the parent of the student must first contact the bus company to avoid overcrowding and then a note from the parent must accompany that student explaining the reason to the bus driver. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.

3. The parent/guardian may designate an address other than the home address for a student(s) in situations of day care or joint custody. However, the address must be in the attendance area of the assigned school and meet all other eligibility requirements.

When an address other than the home address is used, the address must be applied to the same bus route each day. It cannot vary day to day **or week to week.**

- *Acceptable Example: Address #1 each morning, Address #2 each afternoon.*
- *Unacceptable Example: Address #1, Monday, Wednesday, Friday, Address 2: Tuesday, Thursday.*

4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.
5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.
6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic. For purposes of this paragraph, “school bus” has the meaning given in Minnesota Statutes section 169.011, subdivision 71. In addition, “school bus” also includes type III vehicles when driven by employees or agents of the school district. “Cellular phone” means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer’s rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. Type III vehicles must be painted a color other than national school bus yellow.

3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. A type III vehicle cannot be older than 12 years old unless excepted by state and federal law.
5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words “school bus” in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A “type III vehicle” must not be outwardly equipped and identified as a type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.
8. Type III vehicles must be equipped with mirrors as required by law.
9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.
10. Any type III vehicle used to transport students must carry emergency equipment including:
 - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver’s compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.
 - b. First aid kit and body fluids cleanup kit. A minimum of a 10-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver’s compartment and must be marked to indicate their identity and location.
 - c. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.

11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.
12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.
13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:
 - a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.
 - b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:
 - (1) safe operation of a type III vehicle;
 - (2) understanding student behavior, including issues relating to students with disabilities;
 - (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;
 - (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;
 - (5) handling emergency situations;
 - (6) proper use of seat belts and child safety restraints;
 - (7) performance of pretrip vehicle inspections;
 - (8) safe loading and unloading of students, including, but not

limited to:

- (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;
 - (b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;
 - (c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;
 - (d) placing the type III vehicle in “park” during loading and unloading;
 - (e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and
- (9) compliance with paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.
- c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statutes section 122A.18, subdivision 8, or Minnesota Statutes section 123B.03 for school district employees; Minnesota Statutes section 144.057 or Minnesota Statutes chapter 245C for day care employees; or Minnesota Statutes section 171.321, subdivision 3, for all other persons operating a type III vehicle under this section.
 - d. Operators shall submit to a physical examination as required by Minnesota Statutes section 171.321, subdivision 2.
 - e. The operator’s employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer’s policy under Minnesota Statutes section 181.951, subdivision 2, 4, and 5. Notwithstanding any law to the contrary, the operator’s employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.

- f. The operator’s driver’s license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minnesota Statutes section 171.321, subdivision 5.
 - g. A person who sustains a conviction, as defined under Minnesota Statutes section 609.02, of violating Minnesota Statutes section 169A.25, section 169A.26, section 169A.27 (driving while impaired offenses), or section 169A.31 (alcohol- related school bus driver offenses), or whose driver’s license is revoked under Minnesota Statutes sections 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver’s license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.
 - h. A person who has ever been convicted of a disqualifying offense as defined in Minnesota Statutes section 171.3215, subdivision 1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.
 - i. A person who sustains a conviction, as defined under Minnesota Statutes section 609.02, of a moving offense in violation of Minnesota Statutes chapter 169 within 3 years of the first of 3 other moving offenses is precluded from operating a type III vehicle for 1 year from the date of the last conviction.
 - j. Students riding the type III vehicle must have training required under Minnesota Statutes section 123B.90, subdivision 2 (See Section II.B., above).
 - k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.
- 2. The type III vehicle must bear a current certificate of inspection issued under Minnesota Statutes section 169.451.
 - 3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.
- D. Type A-I “Activity” Buses Driven by Employees with a Driver’s License Without a School Bus Endorsement

1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:
 - a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.
 - b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.
 - c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.
 - d. The operator has submitted to a background check and physical examination as required by Minnesota Statutes section 171.321, subdivision 2.
 - e. The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in Minnesota Statutes section 171.02, subdivision 2a(h) - 2a(j).
 - f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration's "Guideline for the Safe Transportation of Pre-school Age Children in School Buses," if child safety restraints are used by passengers, in addition to the training required in Section VI., above.
 - g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.
2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.
3. A school bus operated under this section must bear a current certificate of inspection.
4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

- A. If possible, school bus drivers or their supervisors shall call "911" or the local

emergency phone number in the event of a serious emergency.

- B. School bus drivers shall meet the emergency training requirements contained in Unit III “Crash & Emergency Preparedness” of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).
- C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within 1 month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.
- D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:
 - 1. the student’s name and address;
 - 2. the nature of the student’s disabilities;
 - 3. emergency health care information; and
 - 4. the names and telephone numbers of the student’s physician, parents, guardians, or custodians, and some person other than the student’s parents or custodians who can be contacted in case of an emergency.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

- A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.
- B. All school vehicles shall be state inspected in accordance with legal requirements.
- C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district’s record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.
- D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The school board has designated an individual to serve as the school district’s school

transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required by Minnesota Statutes section 171.321, subdivision 4. The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

XI. STUDENT TRANSPORTATION SAFETY COMMITTEE

The school board may establish a student transportation safety committee. The chair of the student transportation safety committee is the school district's school transportation safety director. The school board shall appoint the other members of the student transportation safety committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

Legal References: Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses) Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minn. Stat. § 123B.90 (School Bus Safety Training)
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
Minn. Stat. Ch. 169 (Traffic Regulations)
Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
Minn. Stat. § 169.02 (Scope)
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
Minn. Stat. § 169.446, Subd. 2 (Safety of School Children; Training and Education Rules)
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minn. Stat. § 169.454 (Type III Vehicle Standards)

Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minn. Stat. § 171.168 (Notice of Violation by Commercial Driver)
Minn. Stat. § 171.169 (Notice of Commercial License Suspension)
Minn. Stat. § 171.321 (Qualifications of School Bus and Type III Vehicle Drivers)
Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
Minn. Stat. Ch. 245C (Human Services Background Studies)
Minn. Stat. § 609.02 (Definitions)
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
49 C.F.R. § 383 (Commercial Driver's License Standards; Requirements and Penalties)
49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
49 C.F.R. § 383.5 (Transportation Definitions)
49 C.F.R. § 383.51 (Disqualification of Drivers)

Cross References: MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 707 (Transportation of Public Students)
MSBA/MASA Model Policy 708 (Transportation of Nonpublic Students)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

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

I. PURPOSE

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

II. DEFINITIONS

A. Grants

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

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

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

1. a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations section 200.101 (Applicability);

or

- b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations section 200.101

(Applicability).

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

through solicitation of a proposal from only one source.

- F. “Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.
- G. “Compensation for personal services” includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations section 200.431 (Compensation - Fringe Benefits).
- H. “Post-retirement health plans” refer to costs of health insurance or health services not included in a pension plan covered by 2 Code of Federal Regulations section 200.431(g) for retirees and their spouses, dependents, and survivors.
- I. “Severance pay” is a payment in addition to regular salaries and wages by the non- federal entities to workers whose employment is being terminated.
- J. “Direct costs” are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
- K. “Relocation costs” are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.
- L. “Travel costs” are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. CONFLICT OF INTEREST

- A. Employee Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the

financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.

- B. Organizational Conflicts of Interest. The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.
- C. Disclosing Conflicts of Interest. The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policy.

IV. ACCEPTABLE METHODS OF PROCUREMENT

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

These standards do not relieve the school district of any contractual responsibilities under its contracts.

- G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- H. Methods of Procurement. The school district must use one of the following methods of procurement:
 - 1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.
 - 2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
 - 3. Procurement by sealed bids (formal advertising).
 - 4. Procurement by competitive proposals. If this method is used, the following requirements apply:
 - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - b. Proposals must be solicited from an adequate number of qualified sources;
 - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method

where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:
 - a. The item is available only from a single source;
 - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
 - d. After solicitation of a number of sources, competition is determined inadequate.
- I. Competition. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- J. The school district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the school district must not preclude potential bidders from qualifying during the solicitation period.

- K. Non-federal entities are prohibited from contracting with or making sub awards under “covered transactions” to parties that are suspended or debarred or whose principals are suspended or debarred. “Covered transactions” include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.
- L. All non-procurement transactions entered into by a recipient (i.e., sub awards to sub recipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 Code of Federal Regulations section 180.215.

V. MANAGING EQUIPMENT AND SAFEGUARDING ASSETS

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

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 Code of Federal Regulations sections 200.311, 200.314, and 200.315.

- B. Equipment

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

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

4. Adequate maintenance procedures must be developed to keep property in good condition.
5. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

VI. FINANCIAL MANAGEMENT REQUIREMENTS

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

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

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

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

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

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

award.

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

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

VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

- A. Allowable Use of Funds. The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.
- B. Definitions
1. “Allowable cost” means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.
 2. “Education Department General Administrative Regulations (EDGAR)” means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
 3. “Omni Circular” or “2 Code of Federal Regulations Part 200s” or “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
 4. “Advance payment” means a payment that a federal awarding agency or pass-through entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.
- C. Allowable Costs. The following items are costs that may be allowable under the 2 Code of Federal Regulations Part 200s under specific conditions:

1. Advisory councils;
2. Audit costs and related services;
3. Bonding costs;
4. Communication costs;
5. Compensation for personal services;
6. Depreciation and use allowances;
7. Employee morale, health, and welfare costs;
8. Equipment and other capital expenditures;
9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;
10. Insurance and indemnification;
11. Maintenance, operations, and repairs;
12. Materials and supplies costs;
13. Meetings and conferences;
14. Memberships, subscriptions, and professional activity costs;
15. Security costs;
16. Professional service costs;
17. Proposal costs;
18. Publication and printing costs;
19. Rearrangement and alteration costs;
20. Rental costs of building and equipment;
21. Training costs; and
22. Travel costs.

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

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
2. Alcoholic beverages;
3. Bad debts;
4. Contingency provisions (with limited exceptions);
5. Fundraising and investment management costs (with limited exceptions);
6. Donations;
7. Contributions;
8. Entertainment (amusement, diversion, and social activities and any associated costs);
9. Fines and penalties;
10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
11. Goods or services for personal use;
12. Interest, except interest specifically stated in 2 Code of Federal Regulations section 200.441 as allowable;
13. Religious use;
14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and
16. Tuition charged or fees collected from students applied toward meeting

matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

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

F. Federal Cost Principles

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

local laws and policies.

- e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

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

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the “supplement, not supplant” provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).
3. Auditors generally presume supplanting has occurred in three situations:
 - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
 - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
 - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
4. These presumptions apply differently in different federal programs and also in school wide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

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

I. Training

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

- J. Employee Sanctions. Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

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

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

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

B. Compensation – Fringe Benefits

1. During leave.

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

- a. They are provided under established written leave policies;
- b. The costs are equitably allocated to all related activities, including federal awards; and
- c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.

2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 Code of Federal Regulations section 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.

3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.

4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.

5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.

6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the

school district's part; or circumstances of the particular employment.

- C. Insurance and Indemnification. Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.
- D. Recruiting Costs. Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:
 - 1. Critical and necessary for the conduct of the project;
 - 2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
 - 3. Consistent with the school district's cost accounting practices and school district policy; and
 - 4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.
- E. Relocation Costs of Employees. Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district's reimbursement policy.
- F. Travel Costs. Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district's non-federally funded activities and in accordance with the school district's reimbursement policies.

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

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

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

Temporary dependent care costs above and beyond regular dependent care that

directly results from travel to conferences is allowable provided the costs are:

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

Legal References: 2 C.F.R. § 200.1 (Definitions; Capital Assets)
2 C.F.R. § 200.112 (Conflict of Interest)
2 C.F.R. § 200.113 (Mandatory Disclosures)
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Risk Posed by Applicants)
2 C.F.R. § 200.214 (Suspension and Debarment)
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
2 C.F.R. § 200.302 (Financial Management)
2 C.F.R. § 200.303 (Internal Controls)
2 C.F.R. § 200.305(b)(1) (Federal Payment)
2 C.F.R. § 200.310 (Insurance Coverage)
2 C.F.R. § 200.311 (Federally-owned and Exempt Property)
2 C.F.R. § 200.313(d) (Equipment)
2 C.F.R. § 200.314 (Supplies)
2 C.F.R. § 200.315 (Intangible Property)
2 C.F.R. § 200.318 (General Procurement Standards)
2 C.F.R. § 200.319(c) (Competition)
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)
2 C.F.R. § 200.328 (Financial reporting)
2 C.F.R. § 200.339
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
2 C.F.R. § 200.430 (Compensation – Personal Services)
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
2 C.F.R. § 200.447 (Insurance and Indemnification)
2 C.F.R. § 200.463 (Recruiting Costs)
2 C.F.R. § 200.464 (Relocation Costs of Employees)
2 C.F.R. § 200.473 (Transportation Costs)
2 C.F.R. § 200.474 (Travel Costs)

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

Policy Reviewed: 08.11.2022
Policy Adopted: 06.24.2020
Policy Revised: 06.19.2020

Future Meetings

12/07/2022	6:00 PM	Regular School Board Meeting	HMS Media Center
12/15/2022	3-4:00 PM	Policy Committee Meeting	District Office Conference Room A