

Hastings Area Public Schools - ISD 200

School Board Meeting Agenda

Thursday, July 27, 2023
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**
 - a. Approval of the minutes from the:
 - June 28th, 2023 Regular Board Meeting
- IV. **Recognition of visitors**
- V. **Announcements and Recognitions**
- VI. **Listening Session Summary**
- VII. **Reports and Discussions**
 - a. Superintendent
 - b. Building Construction Fund Project Update
 - c. 917 Update
 - d. Policy Committee
 - e. Policies
 - i. Second Reading
 - 1. 203.2 Order of the Regular School Board Meeting
 - 2. 203.5 School Board Meeting Agenda
 - 3. 203.6 Consent Agenda
 - 4. 207 Public Hearings
 - 5. 806 Crisis Management Policy
- VIII. **Action Items**
 - a. Consent Agenda
 - i. Change Orders
 - 1. Change Order No.1 - Sheehy Construction Co.
 - 2. Change Order No. 2 - McPhillips Bros. Roofing Co.
 - ii. Bills Payable
 - iii. Personnel Report
 - iv. Membership Renewals:
 - MSBA
 - METRO ECSU
 - AMSD
 - v. Policies for Approval After Readings:
 - 209 Code of Ethics
 - 212 School Board Member Development
 - 630 Grading
 - 908 Naming Policy
 - vi. Policies for Approval due to Legislative Changes:
 - 418 Drug-Free Workplace/Drug-Free School
 - 509 Enrollment of Nonresident Students
 - 514 Bullying Prohibition Policy
 - 515 Protection of Privacy of Pupil Records
 - 524 Internet Acceptable Use and Safety Policy

- 532 Use of Peace Officers and Crisis Teams to Remove Students with IEPs From School Grounds
 - 534 Unpaid Meal Charges
 - 709 Student Transportation Safety Policy
 - vii. Hastings Bus Company Contract
 - viii. Revised Non-Contracted Rates
 - b. Items for Individual Action
 - i. Policy 908 Facility Naming Policy
 - ii. Donations
 - iii. Board Evaluation Tool
 - iv. Tech Levy Question
- IX. **Future Meetings and Topics**
- X. **Adjournment**

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

A Regular Meeting of the School Board of Independent School District No. 200, Hastings, Minnesota, was held on Wednesday, June 28, 2023, at the Hastings Middle School Media Center.

The meeting was called to order at 6:00 PM.

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

After the Pledge of Allegiance, a motion to approve the agenda was made by Stephanie Malm and seconded by Jessica Dressely. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to approve the minutes from the May 23rd, 2023 Special Board Meeting, the May 24th, 2023 Regular Board Meeting, and the May 31st, 2023 Special Board Meeting was made by Mark Zuzek and seconded by Stephanie Malm. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to approve the minutes from the June 14th, 2023 Special Board Meeting and the June 21st, 2023 Special Board Meeting was made by Jessica Dressely and seconded by Stephanie Malm. The vote was: 5 ayes, 0 nays, Carrie Tate abstained from the vote, motion carried.

Lisa Hedin took time to recognize those in attendance at the meeting as well as those individuals watching the meeting virtually.

Lisa Hedin took time to formally recognize Superintendent McDowell and thank him for his work in the Hastings ISD 200 school district.

There was no listening session summary to provide.

The time was turned over to Superintendent McDowell who took time to remind the Board and the public on the referendum process and the possibility of a tech levy.

Jennifer Seubert, the Director of Finance and Operations, provided the Board with the construction fund update.

Mary Ellen Fox presented the district's wellness report for the 22-23 school year to the Board.

Rachel Larson, Director of Teaching and Learning, presented the 22-23 Read Well Plan to the Board.

Lisa Hedin provided the Board with an update on ISD 917.

Stephanie Malm provided the Board with an update on Policy Committee Meeting updates.

There was a first reading of the following policies: Policy 203.2 Order of the Regular School Board Meeting, Policy 203.5 School Board Meeting Agenda, Policy 203.6 Consent Agenda, Policy 207 Public Hearings, and Policy 806 Crisis Management Policy.

There was a second reading of the following policies: Policy 209 Code of Ethics, Policy 212 School Board Member Development, Policy 630 Grading, and Policy 908 Naming Policy.

A motion to approve the consent agenda was made by Stephanie Malm and seconded by Jessica Dressely. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to approve ISD 200's LTFM Plan for the fiscal year 2025 was made by Mark Zuzek and seconded by Stephanie Malm. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to approve the 2023-2024 adopted budget as recommended was made by Stephanie Malm and seconded by Jessica Dressely. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to approve the 2024 Choir Trip was made by Stephanie Malm and seconded by Mark Zuzek. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to approve the 2025 Band and Orchestra Trip was made by Stephanie Malm and seconded by Jessica Dressely. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to approve the 2025 Language Arts Department Trip was made by Mark Zuzek and seconded by Jessica Dressely. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to approve the designation of Identified Officials with Authority for the MDE External user Access Recertification system as follows: Dr. Tamara Champa to act as the Identified Official with Authority (IOwA) and Missy Williams to act as the IOwA to add and remove names only for Hastings Public School District 0200-01 was made by Mark Zuzek and seconded by Stephanie Malm. The vote was: 6 ayes, 0 nays, motion carried unanimously.

The following Resolution was introduced:

Member Stephanie Malm introduced the following resolution and moved for its adoption:

A RESOLUTION ESTABLISHING DATES FOR FILING AFFIDAVITS OF CANDIDACY.

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

1. The period for filing affidavits of candidacy for the office of school board member of Independent School District No.200 shall begin on August 1st, 2023 and shall close on August 15th, 2023. An affidavit of candidacy must be filed in the office of the school district clerk and the \$2 filing fee paid prior to 5:00 o'clock p.m. on August 15th, 2023.
2. The clerk is hereby authorized and directed to cause notice of said filing dates to be published in the official newspaper of the district as soon as practicable.
3. The clerk is hereby authorized and directed to cause notice of said filing dates to be posted at the administrative offices of the school district as soon as practicable.
4. The notice of said filing dates shall be in substantially the following form:

**NOTICE OF FILING DATES FOR ELECTION TO THE SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT NO. 200**

**HASTINGS PUBLIC SCHOOLS
STATE OF MINNESOTA**

NOTICE IS HEREBY GIVEN that the period for filing affidavits of candidacy for the office of school board member of Independent School District No.200 shall begin on August 1st, 2023, and shall close at 5:00 o'clock p.m. on August 15th, 2023.

The special election shall be held on Tuesday, November 7th, 2023. At that election, four members will be elected to the School Board for terms of 4 years each.

Affidavits of Candidacy are available from the school district clerk, Independent School District No. 200, 1000 W 11th St Hastings, MN 55033. The filing fee for this office is \$2. A candidate for this office must be an eligible voter, must be 21 years of age or more on assuming office, must have been a resident of the school district from which the candidate seeks election for thirty (30) days before the general election, and must have no other affidavit on file for any other office at the same primary or next ensuing general election.

The affidavits of candidacy must be filed in the office of the school district clerk and the filing fee paid prior to 5:00 o'clock p.m. on August 15th, 2023.

Dated: June 28th, 2023

BY ORDER OF THE SCHOOL BOARD



School District Clerk
Independent School District No. 200
(Hastings Public Schools)
State of Minnesota

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

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

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

The following voted against the same:

None

WHEREUPON said resolution was declared duly passed and adopted.

Lisa Hedin reviewed the dates of upcoming meetings and topics with the Board.

A motion was made to move into a closed meeting to engage in school board development activities immediately following the Regular School Board Meeting on Wednesday, June 28th, 2023 at the Hastings District Office Conference Room A. The motion to move into a closed session was made by Jessica Dressely and seconded by Mark Zuzek. The vote was: 6 ayes, 0 nays, motion carried unanimously. The open meeting of the Board was closed to a closed session of the Board at 8:06 PM.

A motion to move from a closed meeting to an open session was made by Stephanie Malm and seconded by Mark Zuzek. The vote was: 6 ayes, 0 nays, motion carried unanimously. The Board returned to an open session at 9:54 PM.

With no further business to discuss, a motion was made to adjourn the meeting by Mark Zuzek and seconded by Jessica Dressely. The vote was: 6 ayes, 0 nays, motion carried unanimously. The meeting was adjourned at 9:54 PM.

Building Construction Fund Projects as of 6/30/2023

	A	B	C	D	E	A-C-D-E	
Project	Project Budget	Vendor Bid Amount +/- Change Orders	Vendor Contract Expenses to Date	Wold/Loeffler Fees to Date	Other Expenses Less Rebates to Date	Remaining Funds	Status
High School Roof Replacement	4,645,800	2,944,318	2,944,318	294,530	11,568	1,395,384	Complete
High School & Pinecrest Chillers	1,182,000	753,551	753,551	74,842	(34,273)	387,879	Complete
Multi-Site Exterior Lighting	468,500	246,483	246,483	30,569	(26,321)	217,770	Complete
High School & McAuliffe Parking Lot	1,516,540	1,084,851	1,084,851	116,970	22,836	291,883	Complete
High School Track Resurfacing	360,000	286,864	286,864	23,219	3,323	46,593	Complete
High School BAS Replacement	1,951,100	606,642	606,642	123,429	28,570	1,192,459	Complete
Pinecrest Partial Roof Replacement	373,000	289,800	289,800	23,757	248	59,194	Complete
McNamara Stadium Improvements	3,370,000	2,688,639	2,688,639	216,215	286,531	178,615	Complete
Pinecrest Deferred Maintenance	968,000	602,279	602,279	62,183	248	303,290	Complete
Early Childhood Improvements (High School)	445,000	275,513	275,513	28,362	1,414	139,711	Complete
District Wide Camera Project	382,000	192,975	192,975	24,421	22,175	142,429	Complete
Tilden Deferred Maintenance & Roof	828,746	691,944	691,944	49,803	29,121	57,878	Complete
Board Room Renovations	93,359	-	-	-	63,193	30,166	Complete
High School Athletic Field Parking Lot	506,000	426,038	426,038	27,646	20,549	31,766	Complete
Pinecrest Exterior Emergency Lighting	10,000	-	-	-	4,780	5,220	Complete
High School Tennis Court Replacement	542,000	495,345	495,345	34,683	34,647	(22,674)	Complete
Kennedy & McAuliffe Partial Roof Replacement	533,200	405,900	405,900	33,978	3,154	90,168	Complete
High School Lecture Hall	140,000	-	-	-	139,530	470	Complete
Replace Middle School Softball & Baseball Backstops	160,000	-	-	-	84,647	75,353	Complete
Miscellaneous Deferred Maintenance Projects <\$100,000	367,100	-	-	-	135,856	231,244	Complete
High School Baseball Drainage	200,000	-	-	-	61,770	138,230	Complete
Tilden Asbestos	18,400	-	-	-	-	18,400	Complete
Miscellaneous Deferred Maintenance Projects <\$100,000	27,800	-	-	-	9,005	18,795	Complete
Middle School Improvements	23,814,024	22,189,111	22,189,111	1,385,892	251,768	(12,747)	Complete
High School Retaining Wall	50,000	-	-	339	47,500	2,161	Complete
Middle School Privacy Improvements	324,300	263,071	263,071	15,522	1,261	44,446	Complete
High School Parking Lot Improvement - Phase 3	324,760	138,208	138,208	6,340	7,100	173,112	Complete
High School Lighting (split from HS Deferred Maintenance)	119,939	128,822	128,822	2,555	(11,439)	0	Complete
District Office Renovations	278,000	164,723	164,723	19,169	98,904	(4,796)	Complete
Contingency	2,007,858	-	-	-	-	2,007,858	Contingency
Reallocations from/to projects	(9,565,122)	-	-	-	-	(9,565,122)	Reallocation
Interest Earnings	-	-	-	-	-	2,392,483	Interest Earnings
Subtotal	36,442,304	34,875,076	34,875,076	2,594,423	1,297,667	67,621	

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

	A	B	C	D	E	A-C-D-E	
Water Coolers (Tilden & Middle School)	182,000	142,500	-	11,559	198	170,243	In Process
McAuliffe Deferred Maintenance & Water Coolers	336,731	288,842	267,893	12,216	42,869	13,752	In Process
Kennedy Deferred Maintenance	662,576	596,001	524,420	19,106	6,731	112,319	In Process
Middle School Partial Roof Replacement	717,200	756,800	396,150	45,778	3,943	271,329	In Process
HHS Privacy Improvements	1,013,063	876,007	837,081	127,025	4,254	44,703	In Process
Door & Glass Improvements	500,000	31,450	27,978	31,879	3,000	437,143	In Process
Middle School Track	404,750	341,274	324,210	40,196	17,334	23,010	In Process
Middle School Storage Building	452,500	418,363	397,445	15,275	19,518	20,262	In Process
District Wide Fire Alarm/Alert System Replacement	205,000	161,250	-	23,110	1,864	180,025	In Process
High School Fire Alarm/Alert System Replacement	410,000	355,000	58,900	27,735	135	323,231	In Process
Replace High School Carpet	612,100	376,700	376,700	43,234	16,808	175,358	In Process
Safety & Security Improvements	709,713	119,545	66,636	17,792	32,541	592,745	In Process
Interior Locks Allowance	420,000	353,853	58,520	19,663	444	341,374	In Process
Monument Signs	402,000	364,300	204,241	12,101	10,024	175,634	In Process
Board Room Renovations - Phase II	6,641	-	-	-	-	6,641	In Process
Gymnastics	50,000	-	-	-	11,952	38,048	In Process
ALC Renovation	1,421,640	1,169,674	1,141,476	120,806	120,021	39,337	In Process
Subtotal	8,505,914	6,351,560	4,681,648	567,475	291,636	2,965,155	

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

	A	B	C	D	E	A-B-D-E	
High School Deferred Maintenance	484,461	-	-	36,172	-	448,289	In Design
Middle School Media Center	160,000	-	-	-	-	160,000	In Design
Tilden Preschool Classroom	90,000	-	-	-	-	90,000	In Design
High School Student Entrance Bollards	5,000	-	-	-	-	5,000	In Design
Nature Preserve Gravel Parking Lot	50,000	-	-	-	-	50,000	In Design
Subtotal	789,461	-	-	36,172	-	753,289	

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

	A	B	C	D	E	A-B-E	
Technology Improvements	2,529,625	-	-	na	1,934,701	594,924	Not Completed
Grounds/Site Improvements	500,000	-	-	-	-	500,000	Not Completed
Flexible Learning Furniture	600,000	-	-	na	486,078	113,922	Not Completed
Subtotal	3,629,625	-	-	-	2,420,778	1,208,847	

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

Total	49,367,304	41,226,636	39,556,724	3,198,071	4,010,081	4,994,911	
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Complete and In Process (does not include contingency)	52,020,583
Project Total	49,367,304
%	105%

Transfers from/(to) Contingency:

\$445,000 Early Childhood Improvements (High School)
\$ 87,000 High School Athletic Field Parking Lot
\$ 44,300 High School Retaining Wall
\$113,024 Middle School Bathrooms near Auditorium
\$300,000 Technology
\$244,500 Water Coolers (\$50,000 Tilden, \$62,500 McAuliffe, \$132,000 Middle School)
\$746,250 High School Privacy Improvements (Athletic Locker Rooms)
\$160,476 Kennedy Deferred Maintenance
\$167,131 McAuliffe Deferred Maintenance
\$290,000 Middle School Storage Building
\$542,000 High School Tennis Court Replacement
\$330,000 District Office Renovations
\$100,000 Board Room Renovations
\$85,000 Entrance Security Improvements
\$503,750 Additional to HHS Privacy Improvements (Bathrooms)
\$362,500 Middle School Privacy Improvements
\$140,000 High School Lecture Hall
\$200,000 HHS Baseball Field Drainage
\$493,750 Middle School Track Replacement
\$856,563 HS Team Locker Privacy Improvements
\$1,421,640 ALC Renovation
\$397,500 Transferred from HHS Privacy Improvements to Middle School Storage Building
\$160,100 Additional to Middle School Improvements
(\$38,200) from Middle School Privacy Improvements
(\$600,000) from High School Privacy Improvements
(\$50,000) from High School Carpet
\$86,000 Additional to Kennedy Deferred Maintenance
\$400,000 Technology
\$200,000 Monument Signs
\$500,000 Grounds/Site Improvements

\$300,000 Additional to Safety & Security Improvements
\$202,000 Additional to Monument Signs
(\$52,000) from District Office Renovation
(\$96,000) from HS Privacy
(\$89,000) from MS Track
(\$235,000) from Storage Building
(\$160,000) from DW Fire Alarm/Alert System
(\$25,000) from HS Fire Alarm/Alert System
\$324,713 Safety & Security Improvements
\$120,000 Interior Locks Allowance (Middle School add)
\$629,625 Technology
\$ 50,000 Gymnastics
\$160,000 Middle School Media Center
\$ 90,000 Tilden Preschool Classroom
\$ 5,000 High School Student Entrance Bollards
\$ 50,000 Nature Preserve Gravel Parking Lot



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(651) 423-8229 * <http://www.isd917.org>

ISD 917

July 12, 2023

July 11, 2023

Board Notes

The ISD 917 School Board met for a Work Session and Regular Meeting on July 11, 2023. School Board information and resources are available on our website at https://www.isd917.org/about/school_board.

Work Session

- Integrity
 - Policy
 - 102 - Equal Educational Opportunity
 - 418 - Drug-Free Workplace/Drug-Free School
 - 419 - Tobacco-Free Environment
 - 424 - License Status
 - 506 - Student Discipline
 - 514 - Bullying Prohibition
 - 515 - Protection and Privacy of Pupil Records
 - 516 - Student Medication
 - 516.5 - Overdose Medication (*new policy)
 - 524 - Internet Acceptable Use and Safety Policy
 - 532 - Use of Peace Officers
 - 534 - Student Meal Charges
 - Review lunch prices for 2023-2024
 - Review Temporary Work Agreements
 - Review memberships in Metro ECSU (aka BrightWorks), AMSD, AESA, MASA, & MSBA
 - Review 2023-2024 health and safety plans and Indoor Air Quality Management Plan
 - Review Dr. Michael Favor as MDE Iowa Proxy
 - Review agreement between ISD 917 and ISD 192 for Early Childhood Mental Health Program
 - Review Student Handbooks for DCALS and Special Education
- Communications & Equity
 - Substitute teacher and paraprofessional report
 - Board Self-Appraisal
 - Discussion on upcoming teacher negotiations

Regular Board Meeting

- Oath of Office administered to David Anderson (ISD 194)
- Election of Clerk - Dave Anderson
- Reviewed and approved agenda
- Communications:
 - Updates from Student Services
 - Approved Consent Agenda:
 - Minutes from 6/13/23 Board Meeting



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■ **Personnel:**

● **New Hires:**

○ *Effective 7/10/23*

■ *Riley Hetland, Classroom Assistant*

○ *Effective 8/22/23*

■ *Melissa Ambrust, Teacher*

■ *Adam Ghormley, Teacher*

■ *Abigail Elder, Teacher*

○ *Effective 8/30/23*

■ *Morgan Dewees, Classroom Assistant*

■ *Julie Powers, Health Associate*

■ *Andrew Rivera, Classroom Assistant*

● **Re-Hires:**

○ *Effective 8/22/23*

■ *Jamie Swanson, Teacher*

○ *Effective 8/23/23*

■ *Sara Henry, Teacher*

■ *Lisa Mayer, Teacher*

■ *Ursula Rumann, Teacher*

■ *Ashley Ward, Teacher*

○ *Effective 8/28/23*

■ *Jessica Hereford, Teacher*

■ *Lisa Kent, Teacher*

■ *Morgan Kennealy, Teacher*

■ *Katie Lauer, Teacher*

■ *Caroline Peterson, Teacher*

■ *Amber Scherer, Teacher*

■ *Mandi Thill, Teacher*

■ *Lori Wilson, Teacher*

● **Change in Status:**

○ *None*

● **Leaves of Absence:**

○ *None*

● **Resignations & Terminations:**

○ *Effective 6/8/23*

- *Damian Calamese, Program Assistant*

- *Effective 6/9/23*

- *Jayne Ciodaru, School Psychologist*

- *Abigail Dahl, Occupational Therapist*

- *Kim Martin, Teacher*

- *Emily Nord, Teacher*

- *Micah Vance, Teacher*

- *Effective 6/30/23*

- *Jessica Carvelli, Teacher*

- *Susan Rogers, Classroom Assistant*

- *Effective 8/8/23*

- *Jennifer Thames, Teacher*

- *Effective 8/22/23 (*per update)*

- *Brian Waters, Teacher*

- *Retirements:*

- *Effective 8/31/23*

- *Vickie Bjerke, Accounts Payable*

- *Stewardship*

- *Executive Director of Business Services Reports:*

- *Bills*

- *Wire Transfers*

- *Investment Report*

- *Collaboration*

- *Approved lunch prices for 2023-2024*

- *Approved annual memberships in Metro ECSU (aka BrightWorks), AMSD, AESA, MASA, & MSBA*

- *Approved annual substitute pay rate*

- *Approved 2023-2024 health and safety plans and Indoor Air Quality Management Plan*

- *Approved Dr. Michael Favor as Iowa Proxy with MDE*

- *Approved Temporary Work Agreements*

- *Approved agreement between ISD 917 and ISD 192 for Early Childhood Mental Health Program*

- *Approved Student Handbooks for DCALS and Special Education*

- *Integrity*

- *Approved policies:*

- *102 - Equal Educational Opportunity*

- *418 - Drug-Free Workplace/Drug-Free School*

- *419 - Tobacco-Free Environment*

- *424 - License Status*

- *506 - Student Discipline*



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- *514 - Bullying Prohibition*
- *515 - Protection and Privacy of Pupil Records*
- *516 - Student Medication*
- *516.5 - Overdose Medication (*new policy)*
- *524 - Internet Acceptable Use and Safety Policy*
- *532 - Use of Peace Officers*
- *534 - Student Meal Charges*
- *Updates from Member Districts*



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: July 12, 2023 4:30PM Central Time (US and Canada)

Attendees: Dr. Tammy Champa, Jessica Dressely, Becky Garcia

07.12.2023 Summary

[Review Cycle Tracker](#)

Request for Committee Consideration/Review: Consider using Bursville's policy numbering Burnsville Example: Uses MSBA numbering/Forms have FRM after numbering (xxxFRM)/ Regulations have an R after the number(xxxR).

1. Committee Discussion: Since we are in our first year of the policy review cycle, the committee recommends maintaining our current process for numbering and also adding FRM for forms (Example: 206.1FRM) and PR for procedures (Example: 206.2PR).

Ongoing/In-Progress from 200 Series:

The committee continues to work on procedures for the 200 series policies, these proposed procedures will come to the board during the September work session.

206.2 Public Comments Procedure- Becky updated formatting for presentation to the board.

Policies Tabled until August

208 Development, Adoption, and Implementation of Policies

215 Addressing School Board Member Violations

2nd reading:

203.2 Order of the Regular School Board Meeting (203.2PR)

1. Request for Committee Consideration/Review: IV.A.5 removal of "and correspondence"
 - a. Committee Discussion: Remove "and correspondence" the committee recommends removing "and correspondence".
 - b. This policy is procedural in nature and outlines board operations, the committee recommends identifying this as a procedure of Policy 203 Operation of the School Board: Governing Rules.

203.5 School Board Meeting Agenda (203.5PR)

1. Request for Committee Consideration/Review: The numbering of this policies may conflict with current numbering practice (xxx.x identifies a procedure)
 - a. Committee Discussion: This policy is procedural in nature and outlines board operations, the committee recommends identifying this as a procedure of Policy 203 Operation of the School Board: Governing Rules.

203.6 Consent Agenda (203.6PR)

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1. Request for Committee Consideration/Review: The numbering of this policies may conflict with current numbering practice (xxx.x identifies a procedure)
 - a. Committee Discussion: This policy is procedural in nature and outlines board operations, the committee recommends identifying this as a procedure of Policy 203 Operation of the School Board: Governing Rules.

207 Public Hearings

1. Change I to read “The school board recognizes the importance of obtaining public input at public hearings as required by law. The purpose of this policy is to establish procedures for public hearings to efficiently receive public input.”
2. Request for Committee Consideration/Review: to keep III.C 1-6 in this policy.
 - a. Committee Discussion: Procedures are not needed since they are dictated by statute.

806 Crisis Management

1. Edits made based on administration recommendations and added statutory changes per MSBA.
 - a. Acknowledgement of the questions asked and answered during the June Board Meeting.

3rd reading:

209 Code of Ethics

1. Request for Committee Consideration/Review: Section II.D.4 add a definition for “ fiduciary responsibility”
 - a. Committee Discussion: This policy does contain a definitions section, propose adding this statement to School Board Member Handbook
"It is the board's fiduciary responsibility to focus on the District’s need for resources to carry out its mission and goals, approve a school budget that protects the future fiscal integrity of the district and is an effective use of public funds."

212 School Board Member Development

630 Grading

908 Naming Policy

Policies for approval:

After the third reading (action-ready policies):

212 School Board Member Development
209 Code of Ethics
630 Grading
908 Naming Policy

Non-Substantial Changes for Approval:

418 Drug-Free Workplace/ Drug Free School
509 Enrollment of Nonresident Students
514 Bullying Prohibition Policy
515 Protection of Pupil Records
516 Student Medication
524 Internet Acceptable Use and Safety Policy
532 Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds
534 Unpaid Meal Charges
709 Student Transportation Safety Policy

MSBA Model Policy Changes (July 2023):

[July 2023 MSBA Legislative Changes Newsletter](#)



Hastings Public Schools

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

BRIDGE TO SUCCESS

1. July 14, 2023 Policy Service Newsletter includes 4 additional updates to MSBA's Model policies.
2. MSBA will issue a Model Policy Update every two weeks starting on Friday, July 14, 2023.
3. Becky G. has cross-referenced our policies with the redline MSBA model policy changes. There are many policies with substantial changes however, they are all required legislative changes. The policy committee is reviewing all of these changes; however, it's important to note that the changes made in the MSBA model policies are statutory changes and not something we can change, nor do we need to have a substantial conversation about them. If there are recommendations to make changes, the policy committee requests persons send comments for consideration to the policy committee and that comments are considered during the regularly scheduled review cycle for that policy.
4. 400 and 500 series will require input/review from Cathy.
5. Policies from the legislative updates will continue to come to the board.

MSBA Model Policy Changes (June 2023) :

[June 2023 MSBA Legislative Changes Newsletter](#)

1. 504 Student Appearance- tabled pending review by administration.
2. 600 Series Policies: The changes in these policies are mostly definition additions. The 600 series policies need to be reviewed collectively by Rachel along with the MSBA redline changes. Rachel will bring the recommended changes to the policy committee and then we will bring them to the table for board approval.
 - 601 School District Curriculum and Instruction Goals
 - 602 Organization of School Calendar and School
 - 603 Curriculum Development
 - 613 Graduation Requirements
 - 616 School District System Accountability
 - 620 Credit for Learning

Policy Committee Schedule: Wednesday, August 9, 2023 at 4:00pm



203.2 ORDER OF THE REGULAR SCHOOL BOARD MEETING

I. PURPOSE

The purpose of this policy is to ensure consistency in the order of business at regular school board meetings.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to consider matters that come before it in a consistent and orderly manner.

III. PUBLIC COMMENT ~~LISTENING~~ SESSION

IV. ORDER

A. The school board shall conduct an orderly school board meeting. The school board will, at all regular school board meetings, follow an agenda order similar to:

1. Call to order
2. Pledge of Allegiance
3. Approval of agenda, ~~table agenda, and minutes.~~
4. ~~Consent agenda~~:(minutes approval to be included in consent)
5. Recognition of visitors, and correspondence
65. ~~Public comment~~Listening Session summary.¶
76. Reports and discussions
87. Action items
98. Future meetings and topics
109. Adjournment¶
¶

B. Items in this order may be considered as part of a consent agenda.

- C. The school board may depart from the order of business with the consent of the majority of members present.

Legal References: Minn. Stat. § 123B.09, Subd. 7 (~~Boards of Independent School Districts~~~~School Board Powers~~)

Cross References: ~~ISD 200 MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)~~
~~ISD 200 MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)~~
~~MSBA/MASA Model Policy 203.6 (Consent Agendas)~~¶
ISD 200 Policy 203.6 (Consent Agendas)

Policy Reviewed: 05.19.2022

Policy Adopted: 12.08.2021

Policy Revised: 05.25.2022



203.5 SCHOOL BOARD MEETING AGENDA

I. PURPOSE

The purpose of this policy is to provide procedures for the preparation of the school board meeting agenda to ensure that the school board can accomplish its business as efficiently and expeditiously as possible.

II. GENERAL STATEMENT OF POLICY

The policy of the school board is that school board meetings shall be conducted in a manner to allow the school board to accomplish its business while allowing reasoned debate and discussion of each matter to be acted upon.

III. PROCEDURES

- A. While all school board members may provide input, it shall be the responsibility of the school board chair and superintendent to develop, prepare, and arrange the order of items for the tentative school board meeting agenda for each school board meeting.
- B. ~~Board members~~Persons wishing to place an item on the agenda must make a request to the school board chair or superintendent in a timely manner. ~~The person making the request is encouraged to state the person's name, address, purpose of the item, action desired, and pertinent background information.~~ The chair and superintendent shall determine whether to place the matter on the tentative agenda.
- C. The agenda and supporting documents will routinely be provided to board directors five days in advance of the meeting.
- D. Items may only be added to the agenda by a motion adopted at the meeting. If an added item is acted upon, the minutes of the school board meeting shall include a description of the matter.
- E. At least one copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and: (i) distributed at the meeting to all members of the governing body; (ii) distributed before the meeting to all members; or (iii) available in the meeting room to all members shall be available

in the meeting room for inspection by the public while the school board considers their subject matter. This does not apply to materials classified by law as other than public or to materials relating to the agenda items of a closed meeting.

Legal References: Minn. Stat. § 13D.01, Subd. 6 (Open Meeting Law)
Minn. Stat. § 123B.09, Subd. 7 (~~Boards of Independent School Districts~~~~School Board Powers~~)
Dept. of Admin. Advisory Op. No. 10-013 (April 29, 2010)
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)
Dept. of Admin. Advisory Op. No. 13-015 (December 23, 2013)

Cross References: ~~ISD 200 MSBA/MASA Model~~ Policy 203 (Operation of the School Board – Governing Rules)
~~ISD 200 MSBA/MASA Model~~ Policy 203.2 (Order of the Regular School Board Meeting)
~~ISD 200 MSBA/MASA Model~~ Policy 203.6 (Consent Agendas)
~~ISD 200 MSBA/MASA Model~~ Policy 204 (School Board Meeting Minutes)
~~ISD 200 MSBA/MASA Model~~ Policy 207 (Public Hearings)

Policy Reviewed: ~~05.31.08~~.2023~~2~~

Policy Adopted: 02.26.2020

Policy Revised: 02.23.2022



Revised: _____



203.6 CONSENT AGENDAS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. CONSENT AGENDAS

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

Legal References: Minn. Stat. § 123B.09, Subd. 7 (Boards of Independent School Districts)

Cross References: ~~ISD 200 MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)~~
~~ISD 200 MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)~~
~~ISD 200 MSBA/MASA Model Policy 204 (School Board Meeting Minutes)~~

Policy Reviewed: 05.31.2023

Policy Adopted:

Policy Revised:



207 PUBLIC HEARINGS

I. PURPOSE

The school board recognizes the importance of obtaining public input **at public hearings as required by law** ~~on matters properly before the school board~~. The purpose of this policy is to establish procedures **for public hearings** to efficiently receive public input.

II. GENERAL STATEMENT OF POLICY

~~In order for~~ For the school board to efficiently receive public input **at public hearings** on matters properly before the school board, the procedures set forth in this policy are established by the school board.

III. PROCEDURES

A. Public Hearings

Public hearings are required by law ~~to be held~~ concerning certain issues, including but not limited to, school closings (Minnesota Statutes section ~~Minn. Stat. § 123B.51~~), education district establishment (Minnesota Statutes section ~~Minn. Stat. § 123A.15~~), and agreements for secondary education (Minnesota Statutes section ~~Minn. Stat. § 123A.30~~). Additionally, other public hearings may be held by the school board on school district matters at the school board's discretion, ~~of the school board.~~

B. Notice of Public Hearings

Public notice of a public hearing required by law shall be given as provided by the enabling legislation. Public notice of other hearings shall be given in the manner required for a regular meeting if held in conjunction with a regular meeting, in the manner required for a special meeting if held in conjunction with a special meeting, or as otherwise determined by the school board.

C. Public Participation

The school board retains the right to **designate time, place, and manner unless otherwise directed by law**. ~~require that those in attendance at a public hearing indicate their desire to address the school board and complete and file with the clerk of the school board an appropriate request card prior to the commencement~~

~~of the hearing if the school board utilizes this procedure. In that case, any request to address the school board after the commencement of the hearing will be granted only at the discretion of the school board.~~¶¶

¶¶

~~1. **Format of Request:** If required by the school board, a written request of an individual or a group to address the school board shall contain the name and address of the person or group seeking to address the school board. It shall also contain the name of the group represented, if any, and a brief statement of the subject to be covered or the issue to be addressed.~~¶¶

¶¶

~~2. **Time Limitation:** The school board retains the discretion to limit the time for each presentation as needs dictate.~~¶¶

¶¶

~~3. **Groups:** The school board retains the discretion to require that any group of persons who desire to address the school board designate one representative or spokesperson. In the event that the school board requires the designation of a representative or spokesperson, no other person in the group will be recognized to address the school board, except as otherwise determined by the school board.~~¶¶

¶¶

~~4. **Privilege to Speak:** A school board member should direct any remarks or questions through the chair. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.~~¶¶

¶¶

~~5. **Personal Attacks:** Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.~~¶¶

¶¶

~~6. **Limitations on Participation:** Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.~~¶¶

Legal References: Minn. Stat. § 123A.15 (~~Establishing Education Districts~~**Education District Establishment**)

Minn. Stat. § 123A.30 (Agreements for Secondary Education)

Minn. Stat. § 123B.51 (School Closings)

Cross References: ~~ISD 200 MSBA/MASA Model~~ Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

Policy Reviewed: ~~07-129.20230~~

Policy Adopted: 02.26.2020

Policy Revised:



806 CRISIS MANAGEMENT

I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for school district and building administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district.

The school district will, to the extent possible, engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their building-specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

~~This policy serves as a guide for the school district, building administrators, employees, and students regarding potential crisis situations. Each school building maintains, at the site, emergency management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation in the district.~~

II. GENERAL STATEMENT OF POLICY

The school district's emergency management policy has been created in consultation with local community response agencies and other appropriate individuals and groups likely to be involved in assisting with a school emergency. It is designed so that each building administrator can tailor an emergency management plan to meet that building's specific situation and needs. ~~The building principal will review, update, and submit the site's emergency management plan to the superintendent at the beginning of each school year.~~¶

III. GENERAL EMERGENCY PROCEDURES

The ~~school's~~ emergency procedures include general emergency plans for securing ~~the~~ buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. These districtwide procedures may be modified by a building principal when creating the building specific emergency management plans. The plans should designate the individual(s) who will determine when these actions will be taken and must include assigned duties for employees.

All general emergency procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

IV. EMERGENCY MANAGEMENT ELEMENTS

- A. In the event of an emergency, the principal or administration will immediately contact the superintendent or designee with the status of the emergency situation and begin implementation of the emergency plan as determined by the assessment of the situation.
- B. The superintendent or designee will implement a command team if the emergency necessitates such action. The team will take action as required.
- C. The school's emergency procedures will be kept on file ~~with the director of buildings and grounds and the superintendent~~, and be readily available in the school buildings to address ~~the following~~ emergencies, **not limited to the following**:
- Fire
 - Hazardous Materials
 - Severe Weather: Tornado/Severe Thunderstorm/Flooding
 - Medical Emergency
 - ~~Fight/Disturbance~~
 - Assault
 - Intruder
 - Weapons
 - Shooting
 - Hostage
 - Bomb Threat
 - Chemical or Biological Threat
 - Demonstration
 - Suicide/**Death**
 - Highly Contagious Serious Illness or Pandemic Flu
 - **Prairie Island Nuclear Response Plan**
 - Other (as determined to be necessary by the building administration)
- D. In addition, the school's emergency procedures will address the following plans and documents:
- Lockdown Procedures
 - Shelter-In-Place Procedures
 - Evacuation/Relocation/**Reunification**
 - **Crisis Communication Plan**~~Media Procedures~~
 - Post-Crisis Procedures
 - Staff Training
 - Facility Diagrams
 - Offsite Locations

- Emergency Contacts

V. TRAINING AND PREPARATION FOR EMERGENCIES

- A. The district administration will ensure that proper training and response preparation for emergencies occurs on an ongoing basis. The building principal is responsible for training school employees and students on emergency response procedures at each site.
- B. Required school safety drills will be coordinated at each site by the building principal, in cooperation with local emergency management agencies.
- C. Each school site will have ~~at least five~~ employees certified in cardiopulmonary resuscitation (CPR) who will serve as the emergency care team that will respond to a medical emergency. The team training and medical emergency procedures will be coordinated by the health services coordinator.

VI. ~~Communications~~

~~District administration will develop and implement the following communication procedures:~~

- ~~Uniform warning system~~
- ~~School closure due to emergency~~
- ~~Notification to school families, community and media~~
- ~~Student victims of criminal offenses at or on school property~~

VII. ACTIVE SHOOTER DRILL

A. Definitions

1. "Active shooter drill" means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.
2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter drill.
3. "Evidence-based" means a program or practice that demonstrates any of the following:

- a. a statistically significant effect on relevant outcomes based on any of the following:
 - i. strong evidence from one or more well-designed and well-implemented experimental studies;
 - ii. moderate evidence from one or more well-designed and well-implemented quasi-experimental studies; or
 - iii. promising evidence from one or more well-designed and well-implemented correlational studies with statistical controls for selection bias; or
 - b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.
- 4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.
 - 5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

- 1. accessible;
- 2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;
- 3. culturally aware;
- 4. trauma-informed; and
- 5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons. An active shooter drill must not be combined or conducted consecutively with any other type of emergency preparedness drill. An active shooter drill must be accompanied by an announcement prior to commencing. The announcement must use concise and age-appropriate language and, at a minimum, inform students there is no immediate danger to life and safety.

D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating.
2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.
3. The Commissioner of the Minnesota Department of Education must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the criteria set forth above.

F. Active Shooter Simulations

A student must not be required to participate in an active shooter simulation. An active shooter simulation must not take place during regular school hours if a majority of students are present, or expected to be present, at the school. A parent or legal guardian of a student in grades 9 through 12 must have the opportunity to opt their student into participating in an active shooter simulation.

G. Violence Prevention

1. A school district or charter school conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class period, of violence prevention training annually.
2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:
 - a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;
 - b. the importance of taking threats seriously and seeking help; and
 - c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity.
3. A school district or charter school must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:
 - a. student opportunities for leadership related to prevention and safety;
 - b. encouragement and support to students in establishing clubs and programs focused on safety; and
 - c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and
2. the effect of active shooter drills on the mental health and wellness of students and staff.

VIII. SPECIAL NEEDS PROCEDURES FOR STAFF AND CHILDREN

The school's crisis management team will meet in the fall of each year to ensure that there are specific procedures for the safe sheltering/evacuation of each student and staff member with special needs as well as transporting necessary medications and medical equipment used by students and staff during the school day. In addition, all staff at each site will be trained on specific procedures for evacuating students and staff with special needs.

Legal References:

Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.038 (Students Safe at School)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)
Minn. Rules Part 7511 (Fire Safety)
20 U.S.C. § 1681 et seq. (Title IX)
20 U.S.C. § 6301 et seq. (No Child Left Behind)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 et seq. (Disaster Relief and Emergency Assistance)

Cross References:

ISD 200 Policy 413 (Harassment and Violence)
ISD 200 Policy 501 (School Weapons Policy)
ISD 200 Policy 506 (Student Discipline)
ISD 200 Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
ISD 200 Policy 903 (Visitors to School District Buildings and Sites)
Minnesota School Safety Center - Resources (mn.gov)



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Multi-Site Monument Signage (222187)
Multiple Sites
Hastings, Minnesota 55033

CONTRACT INFORMATION:
Contract For: General Construction
Date: March 20, 2023

CHANGE ORDER INFORMATION:
Change Order Number: One (1)
Date: July 11, 2023

OWNER: *(Name and address)*
Independent School District #200
1000 West 11th Street
Hastings, Minnesota 55033

ARCHITECT: *(Name and address)*
Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, Minnesota 55101

CONTRACTOR: *(Name and address)*
Sheehy Construction Company
360 West Larpenteur Avenue
Saint Paul, Minnesota 55113

THE CONTRACT IS CHANGED AS FOLLOWS:

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

- GCPR #1: Hydrovac Truck. Add \$5,132.20
- GCPR #2: Cut Down Utility Brick. Add \$525.00
- PR #02: Remove Scope At Nature Preserve. Deduct (\$43,485.63)

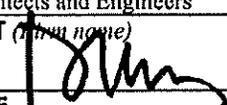
TOTAL CHANGE ORDER NO. 1 DEDUCT (\$37,828.43)

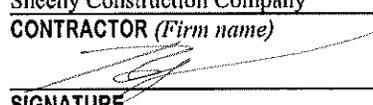
The original Contract Sum was	\$ 364,300.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 364,300.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 37,828.43
The new Contract Sum including this Change Order will be	\$ 326,471.57

The Contract Time will be unchanged by Zero (0) days.

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

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

Wold Architects and Engineers
 ARCHITECT *(Firm name)*

 SIGNATURE
 DOUGLAS KAHL, PROJECT MANAGER
 PRINTED NAME AND TITLE
 07/11/2023
 DATE

Sheehy Construction Company
 CONTRACTOR *(Firm name)*

 SIGNATURE
 BRIAN JULIAN
 PRINTED NAME AND TITLE
 7.19.23
 DATE

Independent School District #200
 OWNER *(Firm name)*
 SIGNATURE
 PRINTED NAME AND TITLE
 DATE



GCPR #01: Hydrovac

DESCRIPTION: Costs to bring on a hydrovac to safely uncover, collaborate, and excavate the Owner utilities that interfered with the sign foundation.

Schedule Impact:

PROJECT : Hastings Multi Site Monument Signs
DATE : 6/5/23 TIME 14:36:28
PROJECT MANAGER: Dan Hannover

Table with columns: DESCRIPTION, QTY, U, LABOR, MATL, SUB, TOT LAB, TOT MAT, TOT SUB. Includes rows for 'Legendrs Hydrovac', '- Invoice # L61505', and 'Sheehy Labor w/ Vac Truck'.

***** DO NOT USE OR DELETE THIS LINE *****
SUBTOTALS \$ 1,067.00 \$ - \$ 3,770.00

TOTAL LABOR \$ 1,067.00
TOTAL MATERIAL \$ -
TOTAL SUBCONTRACTS \$ 3,770.00

SUBTOTAL \$ 4,837.00

10% O&P on Labor and Material: \$ 1,067.00 \$ 106.70
5% O&P on Subcontracts: \$ 3,770.00 \$ 188.50

TOTAL \$ 5,132.20

Legends Hydrovac
PO Box 257
Hugo, MN 55038
(651) 323-4138
Accounting@legendshydrovac.com



BILL TO
Sheehy Construction
360 Larpenteur Ave W
St. Paul, MN 55113

INVOICE L61505

DATE 04/21/2023 TERMS Net 30

DUE DATE 05/21/2023

WO
23-615

CONTACT
Mike

PHONE
612-987-7105

DESCRIPTION	ITEM	QTY	RATE	AMOUNT
Hydrovac Work (HH)	1601 12th St W, Hastings, MN	6	290.00	1,740.00
Disposal Fees		1	290.00	290.00

TOTAL DUE

\$2,030.00

Legends Hydrovac
PO Box 257
Hugo, MN 55038
(651) 323-4138
Accounting@legendshydrovac.com



BILL TO
Sheehy Construction
360 Larpenteur Ave W
St. Paul, MN 55113

INVOICE L61529

DATE 05/05/2023 TERMS Net 30

DUE DATE 06/04/2023

WO
23-615

CONTACT
Mike

DESCRIPTION	ITEM	QTY	RATE	AMOUNT
Modify Pit (HH)	1601 12th St., Hastings	5	290.00	1,450.00
Disposal Fees		1	290.00	290.00

TOTAL DUE \$1,740.00

GCPR #02: Cut Down Utility Brick

DESCRIPTION: Cost to cut the utility brick down to an economy brick size.

Schedule Impact:

PROJECT : Hastings Multi Site Monument Signs
DATE : 5/17/23 **TIME** 12:26:57
PROJECT MANAGER: Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
Bratrud Construction	1	LS			500.00	0.00	0.00	500.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
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						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								
SUBTOTALS						\$ -	\$ -	\$ 500.00

TOTAL LABOR	\$ -
TOTAL MATERIAL	\$ -
TOTAL SUBCONTRACTS	\$ 500.00

SUBTOTAL **\$ 500.00**

10% O&P on Labor and Material: \$ -
 5% O&P on Subcontracts: \$ 25.00

TOTAL **\$ 525.00**

Danial Hannover

From: Steven Bratrud <bratrudconstruction@yahoo.com>
Sent: Thursday, May 11, 2023 6:23 PM
To: Danial Hannover
Cc: Mike Bombardo
Subject: Re: ISD 200 - Pinecrest Dark Brick

CAUTION: This email originated from outside of the Sheehy Construction organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Dan:

500.00 to cut them to size.

Thank you

Bratrud Construction
Steven R Bratrud

On Wed, May 10, 2023 at 6:21 PM, Danial Hannover
<danial.hannover@sheehyconstruction.com> wrote:

Steve –

See below, can you price this up for me tomorrow?

*****I WILL BE OUT OF THE OFFICE MAY 5 – 14*****

Danial W. Hannover | Sheehy Construction Company

D 651.328.8346 | C 507.456.4062 | F 651.488.4992

From: Leslie Lyons <llyons@woldae.com>
Sent: Wednesday, May 10, 2023 11:34 AM
To: Mike Bombardo <mike.bombardo@sheehyconstruction.com>; Danial Hannover
<danial.hannover@sheehyconstruction.com>

PR-02

DESCRIPTION: Removal of the scope of work at the Nature Preserve.

Schedule Impact:

PROJECT : Hastings Multi Site Monument Signs
DATE : 6/8/23 **TIME** 12:48:42
PROJECT MANAGER: Dan Hannover

DESCRIPTION	QTY	U	LABOR	MATL	SUB	TOT LAB	TOT MAT	TOT SUB
***** DO NOT USE OR DELETE THIS LINE *****								
						0.00	0.00	0.00
Dimke Excavating	-1	LS			5110.00	0.00	0.00	-5110.00
Bratrud Construction	-1	LS			27500.00	0.00	0.00	-27500.00
Henkemeyer	-1	LS			1750.00	0.00	0.00	-1750.00
Division V	-1	LS			2497.00	0.00	0.00	-2497.00
Dziedzic Caulking	-1	LS			300.00	0.00	0.00	-300.00
Signation	-1	LS			2546.00	0.00	0.00	-2546.00
						0.00	0.00	0.00
Footings						0.00	0.00	0.00
- Labor	-8	HR	97.00			-776.00	0.00	0.00
- Material	-1	LS		500.00		0.00	-538.75	0.00
Concrete Pier						0.00	0.00	0.00
- Labor	-12	HR	97.00			-1164.00	0.00	0.00
- Material	-1	LS		350.00		0.00	-377.13	0.00
Site Restoration						0.00	0.00	0.00
- Labor	-4	HR	97.00			-388.00	0.00	0.00
- Material	-1	LS		500.00		0.00	-538.75	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
***** DO NOT USE OR DELETE THIS LINE *****								
SUBTOTALS						\$ (2,328.00)	\$ (1,454.63)	\$ (39,703.00)

TOTAL LABOR	\$ (2,328.00)
TOTAL MATERIAL	\$ (1,454.63)
TOTAL SUBCONTRACTS	\$ (39,703.00)

SUBTOTAL	\$ (43,485.63)
-----------------	-----------------------

10% O&P on Labor and Material:	\$ (3,782.63)	\$ -
5% O&P on Subcontracts:	\$ (39,703.00)	\$ -

TOTAL	\$ (43,485.63)
--------------	-----------------------

Danial Hannover

From: Tom Dimke <tom@dimkeexcavating.com>
Sent: Monday, June 5, 2023 8:41 PM
To: Danial Hannover
Subject: Re: Hasting Monument Signs: Nature Preserve Signs

CAUTION: This email originated from outside of the Sheehy Construction organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Dan,

The one sign was an Alternate which I had at \$3,100.00 on our proposal.
For the other sign at that location, I had \$2,010.00

\$5,110.00

Tom Dimke
Dimke Excavating Inc.
612-225-7100 - Mobile
651-429-4948 - Office
tom@dimkeexcavating.com

From: Danial Hannover <daniel.hannover@sheehyconstruction.com>
Sent: Monday, June 5, 2023 2:16 PM
To: Tom Dimke (Dimke Excavating) <tom@dimkeexcavating.com>
Cc: Mike Bombardo <mike.bombardo@sheehyconstruction.com>
Subject: RE: Hasting Monument Signs: Nature Preserve Signs

Tom –

It looks like I missed you on previous emails.

Can you get me a credit for the Nature Preserve signs today?

Thanks,

Danial W. Hannover | Sheehy Construction Company
D 651.328.8346 | C 507.456.4062 | F 651.488.4992

From: Danial Hannover
Sent: Wednesday, May 17, 2023 12:48 PM
To: Steven Bratrud (Bratrud Const) <bratrudconstruction@yahoo.com>; Doug Glienke - Signation Sign Group

BRATRUD CONSTRUCTION INC.

PO Box 481
Chisago City, MN 55013

Quote

Date	Quote #
2/7/2023	784

Name / Address
Sheehy Construction 360 Larpenter Ave St. Paul, MN 55113

Ship To
Hastings ISD 200 Multi Site Monument signs

Terms	Vendor #
Net 30	

Item	Description	Qty	Rate	Total
Change	Deduct for elimination of Nature Preserve sign and and No alternate add. ~~~~~ CHANGE ORDER ~~~~~ June 7, 2023 > Added 1 Change. (-\$27,500.00) Total change to estimate -\$27,500.00 ~~~~~	1	-27,500.00	-27,500.00

Thank you for considering Bratrud Construction!	Total
---	--------------

Phone #
651-788-1592

E-mail
bratrudconstruction@yahoo.com



**HENKEMEYER
COATINGS INC.**
PAINTING
AIR / VAPOR BARRIER
WATERPROOFING

Change Order

5/11/2023

Proposal submitted to: Sheehy
Attention: Danial Hannover

Job Name: Multi Site Monument Signs
Job Location: Hastings, MN

Change order includes labor, materials, tax, furnished and installed for: Eliminating 2 monument signs @ Hastings Nature Preserve

CO Amount: DEDUCT: \$1,750.00

Note: This change order becomes part of and in conformance with the existing contract.

We agree hereby to make changes(s) specified at this price: \$
Previous Contract Amount: \$
Revised Contract Amount: \$

Authorized Signature: _____ **(Contractor)** Date of Agreement: _____

Payment will be made as follows:

Accepted – The above prices and specification of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in the original contact unless otherwise stipulated.

Authorized Signature: _____ **(Owner)** Date of Agreement: _____

Henkemeyer Coatings

P.O Box 459 Clearwater, MN 55320
P 320.558.4447 F 320.558.4448
info@henkemeyercoatings.com
henkemeyercoatings.com

Danial Hannover

From: Brian Heriot <brian@divisionv.com>
Sent: Wednesday, May 17, 2023 1:07 PM
To: Danial Hannover
Subject: RE: Hasting Monument Signs: Nature Preserve Signs

CAUTION: This email originated from outside of the Sheehy Construction organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Dan,

Deduct \$2,497.00 to omit the Trespa Pura Nature Preserve sign cladding. The two custom painted Metal Panel Rainscreen Signs to remain.

Sorry for the delay.

Thanks,

Brian Heriot

DIVISION V ARCHITECTURAL

Vertical Surface Panel Systems

218 Ohio Street, Saint Paul MN 55107

O: 651.291.8662 M: 651.955.7272 F: 651.291.8635

Website: www.divisionv.com Instagram: <https://www.instagram.com/divisionvarchitectural/>

Facebook: <https://www.facebook.com/divisionv/>

DZIEDZIC CAULKING, INC.

DBE, TGB, SBE and Women-Owned Business Enterprise

3928 - 168th Avenue NW
Andover, MN 55304-1837

PHONE 763-712-0333
dziedziccaulking@msn.com

Response

Date: June 8, 2023
Attention: Danial Hannover
To: Sheehy Construction
360 W Larpenteur Avenue
St. Paul, MN 55113
Phone: 651-488-6691

No.: 1
Job Name: Hastings Monument Signs
Location: Hastings, MN
Re: Nature Sign Deduct

Add / Deduct: \$ 300.00 *Three Hundred Dollars-----*

Description:

Deduct monument signs at Nature Preserve
Labor: \$270
Material: \$30

Signed: Danielle Dziedzic

7624 Boone Ave. N.
 Suite 100
 Brooklyn Park, MN 55428-1019



Quote

Date	Quote #
6/5/2023	HPS-020723R

Name / Address
Hastings Public Schools ISD #200 1000 W. 11th Street Hastings, MN 55033

Project Information:
Hastings Public Schools Multi-Site Monument Signs Various Hastings, MN 55033

Rep	Project
DG	

Description	Qty	Unit Cost	Total
ALUMINUM PLAQUES:			
Deduct to furnish and install (2) plaques on the Nature Preserve monument that was deleted.	1	-2,546.00	-2,546.00
Sign here for approval _____			
Date: _____			
Please Contact Doug Glienke at dglienke@ssgix.com 763.450.9941-direct line			

Total

Phone #	Fax #	Web Site
7635611005	763-561-1004	www.ssgix.com



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Hastings Middle School 2021 Roof Replacement (202186)
1000 West 11th Street
Hastings, Minnesota 55033

CONTRACT INFORMATION:
Contract For: General Construction

Date: March 24, 2021

CHANGE ORDER INFORMATION:
Change Order Number: Two (2)

Date: May 3, 2023

OWNER: *(Name and address)*
Independent School District #200
1000 West 11th Street
Hastings, Minnesota 55033

ARCHITECT: *(Name and address)*
Wold Architects and Engineers
332 Minnesota Street, W2000
Saint Paul, Minnesota 55101

CONTRACTOR: *(Name and address)*
McPhillips Bros. Roofing Co.
2590 Centennial Drive
Saint Paul, Minnesota 55109

THE CONTRACT IS CHANGED AS FOLLOWS:

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

PR #01: Overflow Storm Drain Conflicts. Add \$9,672.00

TOTAL CHANGE ORDER NO. 2 ADD \$9,672.00

The original Contract Sum was	\$	525,600.00
The net change by previously authorized Change Orders	\$	-108,600.00
The Contract Sum prior to this Change Order was	\$	417,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	9,672.00
The new Contract Sum including this Change Order will be	\$	426,672.00

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

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

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

Wold Architects and Engineers

ARCHITECT *(Firm name)*

McPhillips Bros. Roofing Co.

CONTRACTOR *(Firm name)*

Independent School District #200

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

DOUGLAS KAHL, PROJECT MANAGER

PRINTED NAME AND TITLE

Stephen Johnson, Vice Present

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

05/03/2023

DATE

6/22/2023

DATE

DATE



October 25, 2021

Jennifer Seubert, Director of Business
Independent School District #200
1000 West 11th Street
Hastings, Minnesota 55033

Re: Independent School District #200
Hastings Middle School Roof Replacement
Commission No. 202186

Dear Jen:

Attached is pricing for PR #01, for the Hastings Middle School 2021 Roof Replacement project. Adjustments to the new overflow storm drain piping were required to work around existing features in and above the ceiling.

<u>Contractor</u>	<u>Proposed Change</u>	<u>Amount</u>
McPhillips Bros. Roofing Co.	PR #01: Overflow Storm Drain Conflicts	\$9,672.00

We have reviewed these costs and I believe this to be a fair value and am recommending acceptance. If there are any questions or revisions that may be required to the pricing, please let me know. Otherwise, upon your acceptance of this pricing, a change order to the contract will be issued.

Sincerely,

Wold Architects and Engineers

A handwritten signature in black ink, appearing to read "DKahl", written over a light blue horizontal line.

Douglas Kahl | AIA
Associate

Enclosure

cc: Cameron Peterson, ISD #200
Scott McQueen, Wold
Sal Bagley, Wold
Kyle Edsten, Wold
Nick Pieper, Wold

TD/ISD_200/202186/crsp/oct21

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

**PLANNERS
ARCHITECTS
ENGINEERS**



8260 Arthur Street NE, Suite A
Spring Lake Park, Minnesota 55432
Phone: 763-788-9844
Fax: 763-788-9868

August 3, 2021

McPhillips Bros Roofing

Attention: Steve Johnson

Reference: Hastings Middle School

Please see the attached documentation and the cost summary below as our response to this PR # 001.

Item 001.1:	\$3,190.00 ADD
Item 001.2:	\$2,838.00 ADD
Item 001.3	\$3,644.00 ADD
Total:	\$9,672.00 ADD

Please call with any questions.

Should you have any questions, please contact me at 612-916-0414.

Sincerely,

SIGNATURE MECHANICAL INC.

Adam Boller
Estimator / Project Manager



8260 Arthur St NE Suite A
 Spring Lake Park, MN 55432
 Phone: 763-788-9844
 Fax: 763-788-9868

PROJECT : Hastings Middle School

PR # 001

SCOPE : Item 001.1

DATE: 8/3/2021

LABOR :	Field Labor	Regular Manhours	4	Rate :	105.00	420	
	Field Labor	Overtime Manhours		Rate :	160.00		
	Field Labor	Doubletime Manhours		Rate :	210.00		
		TOTAL MANHOURS :	4	TOTAL COST :	420	TOTAL LABOR :	420

MATERIAL : TOTAL MATERIAL AND EQUIPMENT : MATERIAL :

SALES TAX : Rate : 0.0775 SALES TAX :

OTHER :

1. Consumables	Rate :	0.0250
2. Permits / Fees	Rate :	
3. Parking at 1.50 per hour	Rate :	1.5000
4.		
5.		
6. Delivery Labor per trip		1 Trips
7.		
8. Equipment Rental - Internal		_| Attachment
9. Equipment Rental - External		_| Attachment
10.		

TOTAL OTHER / OPERATIONAL EXPENSES :

OTHER : _____
 SUBTOTAL COST : 420

SUBS :

1. Kirtland Electric	2,599
2.	
3.	
4.	
5.	

TOTAL SUBCONTRACTORS : 2,599

SUBCONTRACTS : 2,599
 TOTAL COSTS : 3,019

Overhead and profit percentage on own forces : 10% Markup : 42
 Overhead and Profit Percentage on Subcontracts : 5% Markup : 129

GRAND TOTAL : 3,190



Kirtland Electric

Summary Sheet

General Contractor

Job: Hastings Middle School Job # 1419DS Date: 8/3/2021

Re: PR 001 Item 001.1 Relocate (4) 3/4" Conduits as needed for Rain Water Leaders CO# _____

1. Materials	.....	\$259.03
2. Sales Tax	7.75%	\$20.07
3. Material OH/P	10.00%	\$25.90
4. Truck Charge	.....	\$165.11
5. Subtotal Material/Truck	Sum of lines 1,2,3,& 4	\$470.11
6. Journeyman Labor	0.00 Hours @ \$101.91 per hour	0.00
7. Foreman Labor	17.38 Hours @ \$105.64 per hour	1,836.02
8. General Foreman	0.00 Hours @ \$108.17 per hour	0.00
9. Project Management	0.00 Hours @ \$120.00 per hour	0.00
10. Labor OH/P	10.00% of lines 6, 7, 8, & 9.....	183.60
11. Subtotal Labor	Sum of lines 6, 7, 8, 9, & 10.....	2,019.62
12. Tools & Equipment	6.00% of lines 6,7, & 8	\$110.16
13. Permit & Fees	.....	\$0.00
14. Freight & Transportation	.....	\$0.00
15. Sub Contractor	.....	\$0.00
16. Material Handling	.....	\$0.00
17. Lift/Equipment Rental	.....	\$0.00
18. Additional Bond Premium	.....	\$0.00
19. Expense OH/P	0.00% of lines 13, 14, 15, 16, 17, & 18	\$0.00
20. Subtotal Expense	Sum of lines 12-19	\$110.16
Total Price of Change		\$2,599.89

Pricing subject to change if not accepted in 10 days

Additional contract time required for this change is 0 additional working day(s)

Kirtland Electric

General Contractor

Project Manager

Signature _____

Print Name _____

Job Name: Hastings Middle School Change Orders
 Job Number: 227
 Extension Name: Base Bid

Material Filter: <None>
 Report: P2N1

[Items and ByProducts]

Item #	Item Name	Quantity	Material	U	Ext Material	Labor	U	Labor Ext	CCode
Label Set: Combined, Combined, Combined, Combined, Combined									
CCode: <undefined>					\$259.03			17.38	
100,079	1 HR LABOR (DEMO)	8.00	\$5.00		\$40.00	1.00	E	8.00	
CCode: Branch Rough					\$148.66			6.64	
1,473	3/4 EMT	40.00	\$123.82	C	\$49.53	5.00	C	2.00	cb
1,642	3/4 EMT CONN S/S	12.00	\$59.46	C	\$7.14	0.10	E	1.20	cb
1,714	3/4 EMT COUP S/S	4.00	\$73.13	C	\$2.93	0.05	E	0.20	cb
1,907	3/4 EMT 1 HOLE STP/STL	5.00	\$79.22	C	\$3.96	4.00	C	0.20	cb
26,299	4/S BOX 2-1/8" DEEP	8.00	\$626.88	C	\$50.15	30.00	C	2.40	cb
26,315	4/S BLANK COVER	8.00	\$437.02	C	\$34.96	8.00	C	0.64	cb
CCode: Hangers/Anchors					\$6.35			0.97	
5,444	1/4-20 X 3/4 RH MACH SCREW	5.00	\$4.14	C	\$0.21	2.75	C	0.14	ch
5,808	1/4 FLAT STEEL WASHER	5.00	\$110.00	C	\$5.50	0.70	C	0.04	ch
5,878	1/4 MACHINE BOLT ANCH	5.00	\$12.78	C	\$0.64	16.00	C	0.80	ch
CCode: Branch Wire					\$64.02			1.76	
11	12 THHN CU STRANDED	294.00	\$217.76	M	\$64.02	6.00	M	1.76	wb
[Items and ByProducts] Total:					\$259.03			17.38	



8260 Arthur St NE Suite A
 Spring Lake Park, MN 55432
 Phone: 763-788-9844
 Fax: 763-788-9868

PROJECT : Hastings Middle School

PR # 001

SCOPE : Item 001.2

DATE: 8/3/2021

LABOR :	Field Labor	Regular Manhours	12	Rate :	105.00	1,260		
	Field Labor	Overtime Manhours		Rate :	160.00			
	Field Labor	Doubletime Manhours		Rate :	210.00			
		TOTAL MANHOURS :	12	TOTAL COST :	1,260	TOTAL LABOR :		1,260

MATERIAL :	TOTAL MATERIAL AND EQUIPMENT :	550		MATERIAL :	550	
	SALES TAX :	42	Rate :	0.0775	SALES TAX :	42

OTHER :	1. Consumables	13	Rate :	0.0250	
	2. Permits / Fees		Rate :		
	3. Parking at 1.50 per hour		Rate :	1.5000	
	4.				
	5.				
	6. Delivery Labor per trip			1 Trips	
	7.				
	8. Equipment Rental - Internal			_ | Attachment	
	9. Equipment Rental - External			_ | Attachment	
	10.				
	TOTAL OTHER / OPERATIONAL EXPENSES :	13			OTHER : <u>13</u>

SUBS :	1. Duct Insulation	750		SUBTOTAL COST :	1,865
	2.				
	3.				
	4.				
	5.				
	TOTAL SUBCONTRACTORS :	750		SUBCONTRACTS :	<u>750</u>
				TOTAL COSTS :	2,615

Overhead and profit percentage on own forces :	10%	Markup :	186
Overhead and Profit Percentage on Subcontracts :	5%	Markup :	37

GRAND TOTAL : 2,838



8260 Arthur St NE Suite A
 Spring Lake Park, MN 55432
 Phone: 763-788-9844
 Fax: 763-788-9868

PROJECT : Hastings Middle School

PR # 001

SCOPE : Item 001.3

DATE: 8/3/2021

LABOR :	Field Labor	Regular Manhours	24	Rate :	105.00	2,520		
	Field Labor	Overtime Manhours		Rate :	160.00			
	Field Labor	Doubletime Manhours		Rate :	210.00			
		TOTAL MANHOURS :	24	TOTAL COST :	2,520	TOTAL LABOR :	2,520	

MATERIAL :	TOTAL MATERIAL AND EQUIPMENT :	720		MATERIAL :	720	
	SALES TAX :	55	Rate :	0.0775	SALES TAX :	55

OTHER :	1. Consumables	18	Rate :	0.0250
	2. Permits / Fees		Rate :	
	3. Parking at 1.50 per hour		Rate :	1.5000
	4.			
	5.			
	6. Delivery Labor per trip			1 Trips
	7.			
	8. Equipment Rental - Internal			<input type="checkbox"/> Attachment
	9. Equipment Rental - External			<input type="checkbox"/> Attachment
	10.			

TOTAL OTHER / OPERATIONAL EXPENSES :	18	OTHER :	<u>18</u>
		SUBTOTAL COST :	3,313

SUBS : 1.
 2.
 3.
 4.
 5.

TOTAL SUBCONTRACTORS :		SUBCONTRACTS :	<u> </u>
		TOTAL COSTS :	3,313

Overhead and profit percentage on own forces :	10%	Markup :	331
Overhead and Profit Percentage on Subcontracts :	5%	Markup :	

GRAND TOTAL : 3,644

HASTINGS ISD # 200 BOARD REPORT FOR THE MONTH ENDING: June 2023

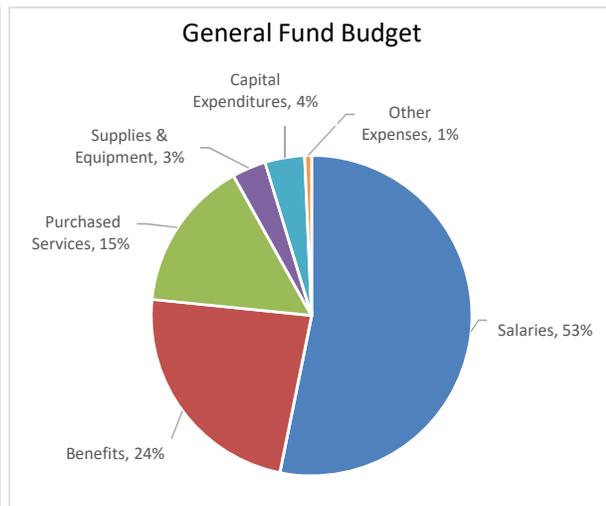
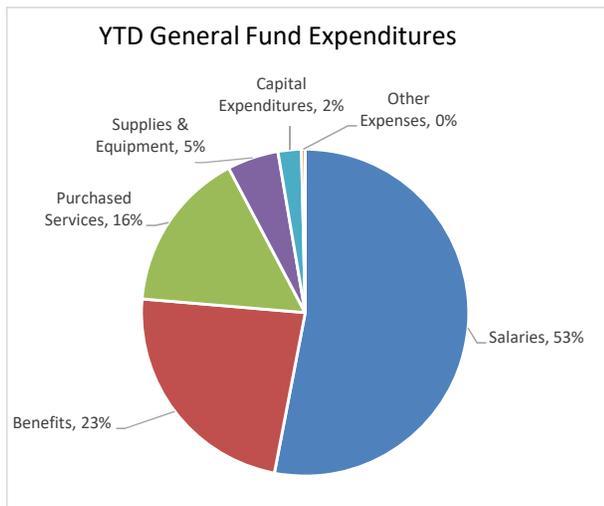
Results are not final; audit entries will still be posted.

EXPENDITURE TOTALS

	FY 2023 Budget (REV)	**Monthly Expenditures	Year-to-Date Expenditures	Remaining Balance	% Spent
General Fund (01)					
100 Salaries	31,739,400	6,322,330	31,036,885	702,515	98%
200 Benefits	13,994,879	2,785,186	13,638,699	356,180	97%
300 Purchased Services	9,129,663	1,718,085	9,330,014	(200,351)	102%
400 Supplies & Equipment	2,029,916	1,012,841	2,974,173	(944,257)	147%
500 Capital Expenditures	2,387,692	192,624	1,349,238	1,038,453	57%
800 Other Expenses	413,797	5,620	205,311	208,486	50%
	<u>59,695,347</u>	<u>12,036,686</u>	<u>58,534,321</u>	<u>1,161,026</u>	<u>98%</u>
Food Service Fund (02)	3,119,971	353,840	2,717,562	402,410	87%
Community Service Fund (04)	2,337,632	326,733	2,442,241	(104,609)	104%
Building Construction Fund (06)	10,066,685	686,787	5,219,972	4,846,713	52%
Debt Service Fund (07)	3,873,090	500	3,872,540	550	100%
Student Activities Fund (10)	250,000	8,861	225,934	24,066	90%
Deferred Accounts- Donations/Misc Fund (11)	640,619	108,169	532,706	107,913	83%
Scholarships Fund (12)	120,000	3,750	120,100	(100)	100%
Totals	\$80,103,345	\$13,525,325	\$73,665,376	\$6,437,968	

** Monthly expenditures include payroll, finance and encumbrances.

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



PAYROLL DISBURSEMENTS

Checks & Direct Deposits	6/1/2023	6/30/2023	2,366,885	Pay dates 6/5 and 6/20 Bd. Share \$485,833
Liability Checks & Wires	6/1/2023	6/30/2023	1,692,892	
Total			\$4,059,777	

FINANCE DISBURSEMENTS

Checks & Wires	6/1/2023	6/30/2023	2,083,966
Total			\$2,083,966

SELF-FUNDED INSURANCE

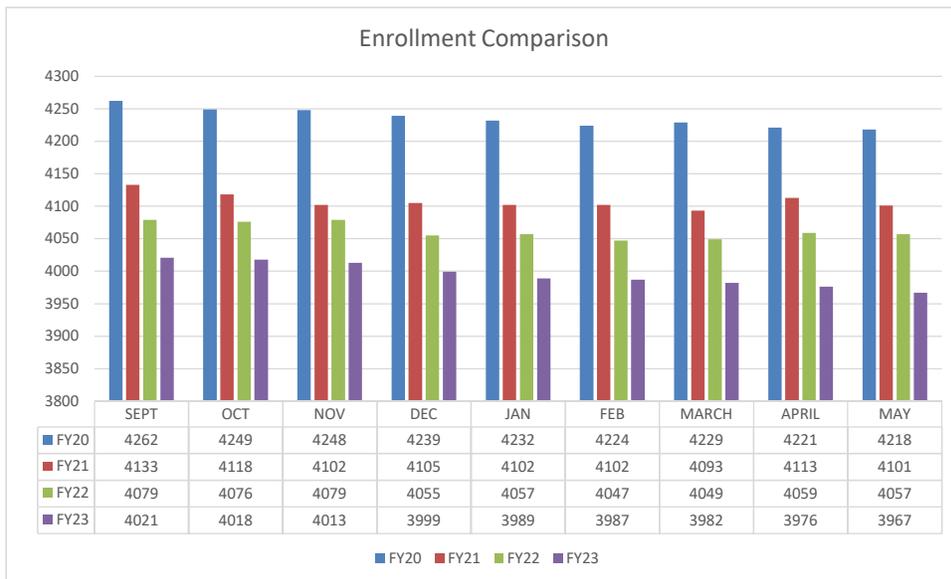
	Revenue YTD	Expenses YTD	YTD Balance
Dental	751,298	577,355	\$173,943
Health	8,392,881	7,963,546	\$429,336

ELECTRONIC FUND TRANSFERS

<u>Date</u>	<u>From</u>	<u>To</u>	<u>Amount</u>	<u>Description</u>
6/2/2023	MSDLAF General	MSDLAF AP	571,536.55	Accounts Payable
6/2/2023	MSDLAF General	MSDLAF Health Self Funded	21,000.00	Health Insurance
6/2/2023	MSDLAF Bond ProceedsMAX	MSDLAF Bond Proceeds	1,000,000.00	Exchange
6/5/2023	Merchants Bank	MSDLAF General	25,000.00	Local Receipts
6/5/2023	MSDLAF General	MSDLAF Payroll	2,675,351.63	Payroll
6/5/2023	MSDLAF General	MSDLAF Flex	1,545.31	Payroll
6/6/2023	MSDLAF Bond Proceeds	MSDLAF AP	5,539.41	Accounts Payable
6/7/2023	MSDLAF General	MSDLAF Health Self Funded	41.82	Health Insurance
6/9/2023	Merchants Bank	MSDLAF General	25,000.00	Local Receipts
6/9/2023	MSDLAF General	MSDLAF AP	75,617.76	Accounts Payable
6/12/2023	MSDLAF General	MSDLAF AP	2,396.96	Accounts Payable
6/14/2023	MSDLAF General	Vermillion Bank	13,828.59	Local Receipts
6/15/2023	MSDLAF General	MSDLAF AP	510,911.08	Accounts Payable
6/16/2023	MSDLAF Bond Proceeds	MSDLAF AP	538.00	Accounts Payable
6/20/2023	MSDLAF General	MSDLAF Payroll	1,377,976.36	Payroll
6/20/2023	MSDLAF General	MSDLAF Flex	1,975.12	Payroll
6/21/2023	MSDLAF General	MSDLAF Bond Proceeds	478.13	Accounts Payable
6/21/2023	MSDLAF General	MSDLAF Health Self Funded	21,200.00	Health Insurance
6/22/2023	MSDLAF General	MSDLAF AP	108,759.84	Accounts Payable
6/23/2023	MSDLAF General	MSDLAF Payroll	6,543.72	Payroll
6/26/2023	Merchants Bank	MSDLAF General	50,000.00	Local Receipts
6/28/2023	MSDLAF Health Self Funded	MSDLAF Health Self FundedMAX	1,000,000.00	Exchange
6/28/2023	MSDLAF General	MSDLAF Dental Self Funded	130,389.95	Dental Insurance
6/28/2023	MSDLAF General	MSDLAF Health Self Funded	1,605,954.28	Health Insurance
6/28/2023	MSDLAF General	MSDLAF AP	50,000.00	Local Receipts
6/29/2023	MSDLAF General	MSDLAF Scholarship	4,634.00	Local Receipts
6/29/2023	MSDLAF General	MSDLAF AP	809,207.56	Accounts Payable
6/30/2023	MSDLAF Bond ProceedsMAX	MSDLAF Bond Proceeds	1,000,000.00	Exchange
6/30/2023	Merchants Bank	MSDLAF General	25,000.00	Local Receipts
6/30/2023	MSDLAF General	MSDLAF Health Self Funded	696,314.58	Health Insurance
6/30/2023	MSDLAF General	MSDLAF Health Self Funded	18,750.00	Health Insurance
			<u>\$11,835,490.65</u>	

ENROLLMENT

<u>GRADE</u>	<u>COUNT</u>	<u>SCHOOL</u>	<u>COUNT</u>	<u>RACE/ETHNICITY</u>	<u>TOTALS</u>
K	273	HAHS	31	Hispanic/Latino	278
1	269	High School HOA	67	American Indian/Alaska Native	22
2	280	High School	1294	Asian	48
3	276	Middle School	1206	Black	125
4	271	Elementary:		Native Hawaiian/Pacific Islander	3
5	305	Kennedy	447	White	3247
6	295	Pinecrest	450	Two or more races	244
7	283	McAuliffe	472		3967
8	323		3967		
9	384				
10	355	Elementary	1369		
11	352	Middle School	1206		
12	301	High School/HOA/HAHS	1392		
	<u>3967</u>	Total District	3967		



INDEPENDENT SCHOOL DISTRICT NO. 200
Hastings High School and Middle School
 Extra Curricular Student Activity Accounts
 Statement of Receipts and Disbursements
 Year ended June 30, 2023
 Current Statement as of 6/30/2023

Crs Code	Activity Account	Balance 7/1/2022	Receipts	Disbursements	Subtotal (Less Interest)	Interest Earned	Balance 6/30/2023
601	Art Club	580.76	3,332.00	3,426.89	485.87	3.3958	489.27
608	AVID	2,476.48	1,407.00	874.86	3,008.62	15.4422	3,024.06
602	Band	1,835.75	3,995.93	4,809.56	1,022.12	11.8266	1,033.95
604	Baseball	3,764.20	0.00	3,540.90	223.30	19.0642	242.36
605	Basketball - Boys	312.23	2,184.51	249.92	2,246.82	2.3823	2,249.20
609	Choir Tour	543.20	0.00	0.00	543.20	3.2166	546.42
610	Cross Country Running	23.15	972.87	922.18	73.84	0.7649	74.60
613	Fellowship Christian Athletes (FCA)	993.16	590.00	762.62	820.54	5.4755	826.02
614	Football	2,405.82	0.00	968.93	1,436.89	13.5229	1,450.41
615	Gymnastics	2,345.50	171.50	0.00	2,517.00	14.2015	2,531.20
616	French Honor Society (FHS)	1,733.07	170.00	196.44	1,706.63	10.1199	1,716.75
624	Golf - Girls	6.14	0.00	6.14	0.00	0.0140	0.00
622	Marching Band	35,127.21	42,616.17	57,710.95	20,032.43	145.9249	20,178.35
675	INTEREST EARNED	0.00	905.50	0.00	905.50	-	0.00
623	National Honor Society (NHS)	2,487.83	10,596.00	10,753.20	2,330.63	17.6670	2,348.30
625	Nordic Skiing	3,508.25	0.00	3,366.93	141.32	12.2785	153.60
626	Orchestra	270.36	0.00	0.00	270.36	1.6010	271.96
627	Outdoor Club	50.22	2.00	52.20	0.02	0.1364	0.16
618	Peer Helpers	180.68	0.00	144.22	36.46	0.7270	37.19
632	Show Choir	19,683.21	102,884.70	116,704.38	5,863.53	114.7771	5,978.31
643	Soccer - Boys	633.40	0.00	350.00	283.40	3.5913	286.99
647	Spanish Club	12,645.00	4,929.00	6,390.03	11,183.97	76.0762	11,260.05
650	Student Council	41,636.89	28,069.61	10,433.54	59,272.96	272.2378	59,545.20
652	Tennis - Boys	3,290.90	500.00	619.88	3,171.02	19.6604	3,190.68
653	Tennis - Girls	294.16	895.00	947.45	241.71	1.5590	243.27
655	Thespians	545.84	359.00	306.37	598.47	2.9720	601.44
656	Track	10,097.35	1,000.00	1,607.46	9,489.89	58.4605	9,549.32
654	Ultimate Frisbee	524.38	1,040.00	1,150.00	414.38	3.2965	417.68
658	Volleyball	527.70	0.00	527.70	0.00	0.9615	0.00
659	Wrestling	5,358.49	0.00	160.58	5,197.91	31.6575	5,229.57
665	Middle School Yearbook	1,423.11	125.72	0.00	1,548.83	8.9997	1,557.83
666	Middle School Student Council	6,781.41	1,783.00	3,511.65	5,052.76	33.4892	5,086.25
		162,085.85	208,529.51	230,494.98	140,120.38	905.5000	140,120.38

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

June 2023 Investment Reconciliation - %-104-%

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	BALANCE END OF MONTH
GENERAL FUND - 01	16,000,000.00	6,000,000.00	3,000,000.00	19,000,000.00
BOND FUND - 06	0.00	0.00	0.00	0.00
SCHOLARSHIP FUND - 12	10,000.00	0.00	0.00	10,000.00
DENTAL SELF FUNDED - 20	488,000.00	0.00	0.00	488,000.00
HEALTH SELF FUNDED - 21	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00
TOTALS	17,498,000.00	7,000,000.00	4,000,000.00	<u>20,498,000.00</u>

RECONCILEMENT OF TREASURER'S BALANCE WITH BANK

DESCRIPTION	BALANCE PER BANK STATEMENT	OTHER RECONCILING ITEMS	BALANCE PER TREASURER'S BOOKS
Certificates of Deposit - MSDLAF - General	0.00	0.00	0.00
Term - MSDLAF - General	19,000,000.00	0.00	19,000,000.00
Term - MSDLAF - Bond	0.00	0.00	0.00
Managed Account - MSDLAF - Bond	0.00	0.00	0.00
Scholarship CD	10,000.00	0.00	10,000.00
Certificates of Deposit - MSDLAF - Dental	488,000.00	0.00	488,000.00
Term - MSDLAF - Health	1,000,000.00	0.00	1,000,000.00
TREASURER'S BALANCE	20,498,000.00	0.00	<u>20,498,000.00</u>

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

June 2023 Bank Reconciliation

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	BALANCE END OF MONTH
GENERAL FUND- 01	17,849,743.55	7,055,757.77	(13,088,577.31)	11,816,924.01
FOOD SERVICE FUND - 02	927,980.31	168,464.09	(132,388.60)	964,055.80
COMMUNITY ED - 04	834,047.48	130,378.41	13,815.59	978,241.48
BUILDING CONSTRUCTION - 06	5,659,146.16	23,029.74	(687,264.65)	4,994,911.25
DEBT REDEMPTION - 07	17,876,529.78	0.00	1,693,722.94	19,570,252.72
STUDENT ACTIVITY FUND -10	144,348.53	8,792.57	(13,020.72)	140,120.38
DEFERRED ACCOUNTS - 11	649,806.12	102,803.49	(96,814.24)	655,795.37
SCHOLARSHIP - 12	251,103.48	5,682.49	(3,750.00)	253,035.97
TRUST - 18	61,541.39	0.00	69.96	61,611.35
DENTAL SELF FUNDED - 20	704,864.57	2,900.34	81,364.49	789,129.40
HEALTH SELF FUNDED -21	3,476,011.53	48,200.46	1,367,367.15	4,891,579.14
OPEB PERA/CE TRUST - 45	5,907,637.27	0.00	23,824.97	5,931,462.24
TOTALS	54,342,760.17	7,546,009.36	(10,841,650.42)	51,047,119.11

RECONCILEMENT OF TREASURER'S BALANCE WITH BANK

DESCRIPTION	BALANCE PER BANK STATEMENT	OUTSTANDING CHECKS	OUTSTANDING DEPOSITS	OTHER RECONCILING ITEMS	BALANCE PER TREASURER'S BOOKS
Merchants Bank	69,779.70	0.00	0.00	208.71	69,988.41
MSDLAF AP	403,518.91	(302,599.69)	0.00	799.99	101,719.21
MSDLAF Payroll	102,189.47	(2,841.94)	0.00	5.05	99,352.58
MSDLAF Scholarship	255,785.97	(2,750.00)	0.00	0.00	253,035.97
MSDLAF General	19,811,190.27	0.00	13,063.06	0.00	19,824,253.33
MSDLAF Flex	66,093.09	0.00	0.00	(6,009.23)	60,083.86
MSDLAF Dental Self Funded	798,497.81	(9,199.01)	0.00	0.00	789,298.80
MSDLAF Health Self Funded	5,042,258.79	0.00	0.00	(151,005.23)	4,891,253.56
MSDLAF Bond Proceeds	5,104,476.35	(109,565.10)	0.00	0.00	4,994,911.25
Vermillion Bank	143,078.54	(4,022.10)	0.00	0.00	139,056.44
MidAmerica - CE Trust	61,611.35	0.00	0.00	0.00	61,611.35
OPEB PERA/CE Trust Account	5,932,610.74	0.00	0.00	0.00	5,932,610.74
US Bank Escrow	13,829,943.61	0.00	0.00	0.00	13,829,943.61
TREASURER'S BALANCE	51,621,034.60	(430,977.84)	13,063.06	(156,000.71)	51,047,119.11

HASTINGS PUBLIC SCHOOLS

Payment Reg by Bank and Check

											Pay/Void			
Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Date	Amount	
MB	P312MB	103245		Wire	1	10229	MERCHANTS BANK FEES	C Corporation	No	Yes	No	06/15/2023	49.66	
Bank Total:												\$49.66		
USAP	P31201	103037		Wire	1	11387	AMAZON CAPITAL SERVICES, INC	C Corporation	No	Yes	No	06/02/2023	25,315.37	
USAP	P31215	103147		Wire	1	10920	AFFINETY - MERCH BANK FEES (WIRE)	S Corporation	No	Yes	No	06/15/2023	2,106.77	
USAP	P31215	103148		Wire	1	2976	SALES TAX (MN DEPT REVENUE)	Other	No	Yes	No	06/15/2023	872.00	
USAP	P31215	103149		Wire	1	9935	ELEYO FEES	S Corporation	No	Yes	No	06/15/2023	3,441.64	
USAP	P31203	103252		Wire	1	9557	BMO HARRIS BANK NA	C Corporation	No	Yes	No	06/22/2023	23,819.54	
USAP	P31230	103304		Wire	1	11387	AMAZON CAPITAL SERVICES, INC	C Corporation	No	No	No	06/29/2023	20,239.88	
USAP	P31230	103305		Wire	1	3167	MSDLAF BANK FEES	Other	No	Yes	No	06/29/2023	128.96	
USAP	P31230	103306		Wire	1	9860	MINNESOTA STATE RETIREMENT SYST	Other	No	No	No	06/29/2023	45,680.40	
USAP	P31230	103307		Wire	1	9935	ELEYO FEES	S Corporation	No	Yes	No	06/29/2023	1,020.91	
USAP	P30530	100955	830326	Check	1	11492	R7 KAYLA HUESMAN		Yes	Yes	Yes	06/29/2023	(5.99)	
USAP	P30930	102268	831238	Check	1	10837	CLASS CREATOR	C Corporation	Yes	Yes	Yes	06/29/2023	(658.50)	
USAP	P31201	103040	831827	Check	1	10720	ANDERSON, BRENT		Yes	Yes	No	06/02/2023	147.99	
USAP	P31201	103041	831828	Check	1	11177	CAMP FIRE MINNESOTA	Other	Yes	Yes	No	06/02/2023	787.50	
USAP	P31201	103060	831829	Check	1	7295	CENTURYLINK	C Corporation	Yes	Yes	No	06/02/2023	163.22	
USAP	P31201	103061	831830	Check	1	7332	CENTURYLINK	C Corporation	Yes	Yes	No	06/02/2023	3,567.32	
USAP	P31201	103044	831831	Check	1	11646	DLR GROUP INC.	S Corporation	Yes	Yes	No	06/02/2023	9,600.50	
USAP	P31201	103048	831832	Check	1	1478	GOPHER SPORT	S Corporation	Yes	Yes	No	06/02/2023	474.88	
USAP	P31201	103063	831833	Check	1	8942	HUNT, MARYELLEN		Yes	Yes	No	06/02/2023	135.49	
USAP	P31201	103046	831834	Check	1	11688	JOHNSON, BROOKE		Yes	Yes	No	06/02/2023	30.00	
USAP	P31201	103047	831835	Check	1	11689	JOHNSON, PAM		Yes	Yes	No	06/02/2023	30.00	
USAP	P31201	103058	831836	Check	1	4276	JONELY, LINDSAY		Yes	Yes	No	06/02/2023	225.12	
USAP	P31201	103059	831837	Check	1	6156	JOSTENS		Yes	Yes	No	06/02/2023	203.54	
USAP	P31201	103039	831838	Check	1	1068	MCBRIDE , KATIE		Yes	Yes	No	06/02/2023	187.92	
USAP	P31201	103050	831839	Check	1	1915	MCGINNIS, PETER		Yes	Yes	No	06/02/2023	19.26	
USAP	P31201	103051	831840	Check	1	1977	MINNESOTA COACHES INC	S Corporation	Yes	Yes	No	06/02/2023	509,878.40	
USAP	P31201	103052	831841	Check	1	1990	MN ORCHESTRAASSOC.	Other	Yes	Yes	No	06/02/2023	24.00	
USAP	P31201	103062	831842	Check	1	7883	R1 NAC MECHANICAL & ELECRICAL SERV	S Corporation	Yes	Yes	No	06/02/2023	1,423.63	
USAP	P31201	103049	831843	Check	1	1882	OFFICE OF MN IT SERVICES	Other	Yes	Yes	No	06/02/2023	78.42	
USAP	P31201	103057	831844	Check	1	3070	PINECREST PETTY CASH ACCOUNT		Yes	Yes	No	06/02/2023	426.09	
USAP	P31201	103038	831845	Check	1	10576	R1 RIVERSIDE INSIGHTS	LLC - Partnership	Yes	Yes	No	06/02/2023	155.30	
USAP	P31201	103053	831846	Check	1	2194	SCHULTE, STACY		Yes	Yes	No	06/02/2023	127.43	
USAP	P31201	103042	831847	Check	1	11365	R1 SONOVA USA INC	C Corporation	Yes	Yes	No	06/02/2023	6,761.64	
USAP	P31201	103054	831848	Check	1	2433	R1 SPORTS IMPORTS, INC	S Corporation	Yes	Yes	No	06/02/2023	2,314.50	
USAP	P31201	103055	831849	Check	1	2519	TEAM SPORTING GOODS	S Corporation	Yes	Yes	No	06/02/2023	8,009.68	
USAP	P31201	103045	831850	Check	1	11685	THURMES, JASON		Yes	Yes	No	06/02/2023	120.00	
USAP	P31201	103056	831851	Check	1	2548	R1 T-MOBILE	C Corporation	Yes	Yes	No	06/02/2023	145.82	

HASTINGS PUBLIC SCHOOLS Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void	Date	Amount
												Date		
USAP	P31201	103064	831852	Check	1	9347	WAAGE, CHRISTIAN		Yes	Yes	No	06/02/2023	466.00	
USAP	P31201	103043	831853	Check	1	11633	YANG, VATOUA		Yes	No	No	06/02/2023	8.45	
USAP	P31202	103092	831854	Check	1	11489	R24 AMY KARNICK		Yes	Yes	No	06/09/2023	71.05	
USAP	P31202	103087	831855	Check	1	10946	R1 BIMBO BAKERIES USA	C Corporation	Yes	Yes	No	06/09/2023	157.50	
USAP	P31202	103112	831856	Check	1	11570	BORAH TEAMWEAR	LLC - C Corp	Yes	Yes	No	06/09/2023	915.00	
USAP	P31202	103095	831857	Check	1	11489	R27 BRENDA BLOOMSTRAND		Yes	Yes	No	06/09/2023	31.50	
USAP	P31202	103086	831858	Check	1	10626	CATER, SAMANTHA		Yes	Yes	No	06/09/2023	6.88	
USAP	P31202	103136	831859	Check	1	7911	CENTURYLINK	C Corporation	Yes	Yes	No	06/09/2023	89.40	
USAP	P31202	103101	831860	Check	1	11489	R33 CHRISTINE MURPHY		Yes	Yes	No	06/09/2023	32.85	
USAP	P31202	103119	831861	Check	1	1235	CITY OF HASTINGS	Other	Yes	Yes	No	06/09/2023	6,104.62	
USAP	P31202	103129	831862	Check	1	4073	R3 COLLEGE BOARD	C Corporation	Yes	Yes	No	06/09/2023	19,217.00	
USAP	P31202	103084	831863	Check	1	10245	CSTMN LLC	LLC - S Corp	Yes	Yes	No	06/09/2023	16,989.16	
USAP	P31202	103120	831864	Check	1	1286	CUB FOODS	LLC - S Corp	Yes	Yes	No	06/09/2023	15.55	
USAP	P31202	103134	831865	Check	1	6745	CULLIGAN OF STILLWATER	S Corporation	Yes	Yes	No	06/09/2023	430.35	
USAP	P31202	103108	831866	Check	1	11489	R40 CURT OR KIM NIEDERKORN		Yes	Yes	No	06/09/2023	24.85	
USAP	P31202	103114	831867	Check	1	11657	ERLANDSON, ANGELA	Ind/Sole Proprietor	Yes	Yes	No	06/09/2023	4,425.00	
USAP	P31202	103133	831868	Check	1	6742	R1 GRAYBAR ELECTRIC CO INC	C Corporation	Yes	Yes	No	06/09/2023	89.14	
USAP	P31202	103127	831869	Check	1	3504	HAGEN, KELLY		Yes	Yes	No	06/09/2023	17.69	
USAP	P31202	103088	831870	Check	1	11239	R1 HLS OUTDOOR	C Corporation	Yes	Yes	No	06/09/2023	39.65	
USAP	P31202	103094	831871	Check	1	11489	R26 HOLLY SCHMITZ		Yes	Yes	No	06/09/2023	37.35	
USAP	P31202	103128	831872	Check	1	3584	INFOPRO LEGAL RESOURCES INC	C Corporation	Yes	Yes	No	06/09/2023	4,275.00	
USAP	P31202	103135	831873	Check	1	7721	R3 INNOVATIVE OFFICE SOLUTIONS	LLC - Partnership	Yes	Yes	No	06/09/2023	4,569.88	
USAP	P31202	103121	831874	Check	1	1679	R1 J.W. PEPPER & SON INC	S Corporation	Yes	Yes	No	06/09/2023	12.99	
USAP	P31202	103106	831875	Check	1	11489	R38 JEFFREY DOHMAN		Yes	Yes	No	06/09/2023	79.15	
USAP	P31202	103089	831876	Check	1	11489	R21 JENNIFER DORSCHNER		Yes	Yes	No	06/09/2023	36.50	
USAP	P31202	103093	831877	Check	1	11489	R25 JENNIFER HERBER		Yes	Yes	No	06/09/2023	9.75	
USAP	P31202	103105	831878	Check	1	11489	R37 JENNY TIX		Yes	Yes	No	06/09/2023	10.80	
USAP	P31202	103098	831879	Check	1	11489	R30 JOE PINKE		Yes	Yes	No	06/09/2023	56.20	
USAP	P31202	103104	831880	Check	1	11489	R36 KATHRYN REIFENBERGER		Yes	Yes	No	06/09/2023	16.05	
USAP	P31202	103090	831881	Check	1	11489	R22 KRISTI SEEBECK		Yes	Yes	No	06/09/2023	10.35	
USAP	P31202	103096	831882	Check	1	11489	R28 KRISTINA STANS		Yes	Yes	No	06/09/2023	123.15	
USAP	P31202	103137	831883	Check	1	7981	C CORPORATION LIEBOVICH BROS	C Corporation	Yes	Yes	No	06/09/2023	763.85	
USAP	P31202	103097	831884	Check	1	11489	R29 LISA KILMER		Yes	Yes	No	06/09/2023	10.45	
USAP	P31202	103102	831885	Check	1	11489	R34 LISA OTTO		Yes	Yes	No	06/09/2023	74.25	
USAP	P31202	103122	831886	Check	1	1915	MCGINNIS, PETER		Yes	Yes	No	06/09/2023	123.40	
USAP	P31202	103130	831887	Check	1	5475	R1 MHS (MULTI-HEALTH SYSTEM)	C Corporation	Yes	Yes	No	06/09/2023	125.00	
USAP	P31202	103100	831888	Check	1	11489	R32 NATASHA HILL		Yes	No	No	06/09/2023	22.40	
USAP	P31202	103117	831889	Check	1	11695	PRINT WISCONSIN, LLC	Ind/Sole Proprietor	Yes	Yes	No	06/09/2023	4,000.00	
USAP	P31202	103115	831890	Check	1	11687	RECOVERY FIREFLY, LLC	LLC - C Corp	Yes	Yes	No	06/09/2023	875.00	

HASTINGS PUBLIC SCHOOLS Payment Reg by Bank and Check

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USAP	P31202	103126	831891	Check	1	2819	REPUBLIC SERVICES #923	C Corporation	Yes	Yes	No	06/09/2023		5,182.09
USAP	P31202	103091	831892	Check	1	11489	R23 RHONDA ROUTE		Yes	Yes	No	06/09/2023		15.95
USAP	P31202	103113	831893	Check	1	11587	SAFEWAY DRIVING SCHOOL	C Corporation	Yes	No	No	06/09/2023		2,520.00
USAP	P31202	103138	831894	Check	1	8312	SpEd FORMS LLC	Ind/Sole Proprietor	Yes	Yes	No	06/09/2023		195.00
USAP	P31202	103103	831895	Check	1	11489	R35 STACY ENDRES		Yes	No	No	06/09/2023		14.60
USAP	P31202	103110	831896	Check	1	11489	R42 STACY FICKER		Yes	No	No	06/09/2023		9.45
USAP	P31202	103123	831897	Check	1	2465	STATE SUPPLY CO INC	S Corporation	Yes	Yes	No	06/09/2023		1,963.02
USAP	P31202	103116	831898	Check	1	11693	SULLIVAN, ASHLEIGH		Yes	No	No	06/09/2023		171.53
USAP	P31202	103124	831899	Check	1	2546	TK ELEVATOR CORPORATION	C Corporation	Yes	Yes	No	06/09/2023		648.09
USAP	P31202	103099	831900	Check	1	11489	R31 TONIA WOOD		Yes	Yes	No	06/09/2023		22.95
USAP	P31202	103109	831901	Check	1	11489	R41 TRACY MATHISON		Yes	No	No	06/09/2023		3.65
USAP	P31202	103125	831902	Check	1	2563	TROPHIES PLUS	Ind/Sole Proprietor	Yes	Yes	No	06/09/2023		317.00
USAP	P31202	103107	831903	Check	1	11489	R39 WENDY BARTZ		Yes	Yes	No	06/09/2023		52.60
USAP	P31202	103132	831904	Check	1	6589	WERNER, NICKOLIS	Ind/Sole Proprietor	Yes	Yes	No	06/09/2023		599.01
USAP	P31202	103131	831905	Check	1	6331	WILLIAMS, CARRIE		Yes	No	No	06/09/2023		11.27
USAP	P31202	103118	831906	Check	1	11696	WUSTERBARTH, KELLY		Yes	No	No	06/09/2023		81.49
USAP	P31202	103111	831907	Check	1	11542	XIONG, KONG		Yes	Yes	No	06/09/2023		55.43
USAP	P31202	103085	831908	Check	1	10517	ZERO ABUSE PROJECT	C Corporation	Yes	Yes	No	06/09/2023		2,262.88
USAP	P31215	103151	831909	Check	1	1015	ACT	Other	Yes	Yes	No	06/15/2023		10,501.00
USAP	P31215	103176	831910	Check	1	11492	R16 ADRIANA BERTHIAUME		Yes	Yes	No	06/15/2023		19.20
USAP	P31215	103175	831911	Check	1	11492	R15 ANNA MOTZKO		Yes	No	No	06/15/2023		3.99
USAP	P31215	103214	831912	Check	1	3061	ARNOLD, KAREN	Other	Yes	Yes	No	06/15/2023		152.54
USAP	P31215	103164	831913	Check	1	10919	R1 ARVIG	S Corporation	Yes	Yes	No	06/15/2023		1,205.95
USAP	P31215	103169	831914	Check	1	11204	ASLIS	S Corporation	Yes	Yes	No	06/15/2023		276.00
USAP	P31215	103165	831915	Check	1	1096	ATTAINMENT COMPANY	S Corporation	Yes	Yes	No	06/15/2023		914.55
USAP	P31215	103150	831916	Check	1	10143	R1 AVID CENTER	C Corporation	Yes	Yes	No	06/15/2023		9,700.00
USAP	P31215	103179	831917	Check	1	11558	BATAGLIA, KATHERINE		Yes	Yes	No	06/15/2023		7.93
USAP	P31215	103180	831918	Check	1	1156	BIX PRODUCE COMPANY LLC	Partnership	Yes	Yes	No	06/15/2023		5,060.96
USAP	P31215	103228	831919	Check	1	7120	R2 BSN SPORTS LLC	C Corporation	Yes	Yes	No	06/15/2023		9,179.70
USAP	P31215	103234	831920	Check	1	8681	CANVAS HEALTH	C Corporation	Yes	Yes	No	06/15/2023		14,873.69
USAP	P31215	103177	831921	Check	1	11510	R2 CARNEGIE LEARNING INC	C Corporation	Yes	Yes	No	06/15/2023		13,675.00
USAP	P31215	103190	831922	Check	1	1204	R1 CARPENTER ST. CROIX VALLEY NATUI	C Corporation	Yes	Yes	No	06/15/2023		575.00
USAP	P31215	103153	831923	Check	1	10347	R1 CENTER FOR SPORT & PERFORMANC	Other	Yes	No	No	06/15/2023		3,666.00
USAP	P31215	103191	831924	Check	1	1251	COMMERCIAL KITCHEN SERVICES	S Corporation	Yes	Yes	No	06/15/2023		1,101.00
USAP	P31215	103186	831925	Check	1	11674	COMPUCYCLE, INC.	S Corporation	Yes	Yes	No	06/15/2023		7,293.00
USAP	P31215	103213	831926	Check	1	3055	CONTINENTAL CLAY COMPANY	C Corporation	Yes	No	No	06/15/2023		1,666.15
USAP	P31215	103187	831927	Check	1	11694	COURTNEY, MICHAEL	Ind/Sole Proprietor	Yes	No	No	06/15/2023		75.00
USAP	P31215	103192	831928	Check	1	1286	CUB FOODS	LLC - S Corp	Yes	Yes	No	06/15/2023		13.47
USAP	P31215	103219	831929	Check	1	3399	R1 DALCO	S Corporation	Yes	Yes	No	06/15/2023		3,493.39

HASTINGS PUBLIC SCHOOLS

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void		Amount
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USAP	P31215	103152	831930	Check	1	10278	R1	DECKER	S Corporation	Yes	Yes	No	06/15/2023	198.00
USAP	P31215	103236	831931	Check	1	8840		DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	Yes	No	06/15/2023	805.22
USAP	P31215	103162	831932	Check	1	10860		DEPARTMENT OF TRANSPORTATION	Other	Yes	Yes	No	06/15/2023	743.00
USAP	P31215	103161	831933	Check	1	10787		DOWNTOWN TIRE AND AUTO INC	S Corporation	Yes	Yes	No	06/15/2023	1,023.63
USAP	P31215	103226	831934	Check	1	6190	R2	EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	Yes	Yes	No	06/15/2023	533.82
USAP	P31215	103221	831935	Check	1	3626		EMERALD GREENS GOLF COURSE	Ind/Sole Proprietor	Yes	Yes	No	06/15/2023	187.00
USAP	P31215	103178	831936	Check	1	11556		ES LACROSSE	Ind/Sole Proprietor	Yes	Yes	No	06/15/2023	431.93
USAP	P31215	103230	831937	Check	1	7322	R1	FERGUSON ENTERPRISES	C Corporation	Yes	Yes	No	06/15/2023	48.58
USAP	P31215	103193	831938	Check	1	1409		FISHER SCIENTIFIC	LLC - C Corp	Yes	Yes	No	06/15/2023	1,006.80
USAP	P31215	103170	831939	Check	1	11220		GOPHERMODS LLC	LLC - S Corp	Yes	No	No	06/15/2023	257.00
USAP	P31215	103194	831940	Check	1	1482		GRAINGER, W.W..	C Corporation	Yes	Yes	No	06/15/2023	1,371.72
USAP	P31215	103195	831941	Check	1	1483		GRAPHIC DESIGN INC	S Corporation	Yes	Yes	No	06/15/2023	1,532.00
USAP	P31215	103212	831942	Check	1	3030		GROTH MUSIC	S Corporation	Yes	Yes	No	06/15/2023	76.00
USAP	P31215	103189	831943	Check	1	11701		HARRIS, BRIGGAN		Yes	No	No	06/15/2023	45.18
USAP	P31215	103166	831944	Check	1	11133		HASTINGS CREAMERY LLC	Ind/Sole Proprietor	Yes	Yes	No	06/15/2023	2,486.03
USAP	P31215	103222	831945	Check	1	3883		HIDDEN GREENS GOLF COURSE INC.	Ind/Sole Proprietor	Yes	Yes	No	06/15/2023	1,260.00
USAP	P31215	103196	831946	Check	1	1582		HILLYARD INC-MINNEAPOLIS	C Corporation	Yes	Yes	No	06/15/2023	3,108.69
USAP	P31215	103171	831947	Check	1	11239	R1	HLS OUTDOOR	C Corporation	Yes	Yes	No	06/15/2023	1,987.44
USAP	P31215	103157	831948	Check	1	10645		HOFMEISTER, KRISTEN		Yes	Yes	No	06/15/2023	126.55
USAP	P31215	103240	831949	Check	1	9329		HOMETOWN ACE HARDWARE	S Corporation	Yes	Yes	No	06/15/2023	798.20
USAP	P31215	103183	831950	Check	1	11642	R1	ICS CONSULTING, LLC-138006	Ind/Sole Proprietor	Yes	Yes	No	06/15/2023	7,000.00
USAP	P31215	103188	831951	Check	1	11698		IMAGE LINE NV	C Corporation	Yes	No	No	06/15/2023	1,652.00
USAP	P31215	103238	831952	Check	1	9202	R1	INFINITE CAMPUS, INC.	S Corporation	Yes	Yes	No	06/15/2023	69,619.80
USAP	P31215	103220	831953	Check	1	3584		INFOPRO LEGAL RESOURCES INC	C Corporation	Yes	Yes	No	06/15/2023	8,580.00
USAP	P31215	103232	831954	Check	1	7721	R3	INNOVATIVE OFFICE SOLUTIONS	LLC - Partnership	Yes	Yes	No	06/15/2023	9,149.52
USAP	P31215	103225	831955	Check	1	5783		INTERMEDIA SYSTEMS GROUP LLC	Ind/Sole Proprietor	Yes	Yes	No	06/15/2023	1,105.00
USAP	P31215	103197	831956	Check	1	1665		INTERMEDIATE SCHOOL DIST 917	Other	Yes	Yes	No	06/15/2023	4,178.01
USAP	P31215	103181	831957	Check	1	11573	R2	JEFF DEHLER PUBLIC RELATIONS LLC	Ind/Sole Proprietor	Yes	No	No	06/15/2023	2,677.50
USAP	P31215	103216	831958	Check	1	3071		KENNEDY PETTY CASH ACCOUNT		Yes	Yes	No	06/15/2023	324.88
USAP	P31215	103242	831959	Check	1	9459	R1	KONICA MINOLTA/LOFFLER	C Corporation	Yes	Yes	No	06/15/2023	2,705.18
USAP	P31215	103172	831960	Check	1	11261	R1	LAFORCE LLC	S Corporation	Yes	Yes	No	06/15/2023	632.00
USAP	P31215	103243	831961	Check	1	9776	R1	LOFFLER COMPANIES	S Corporation	Yes	Yes	No	06/15/2023	587.00
USAP	P31215	103217	831962	Check	1	3072		MCAULIFFE PETTY CASH ACCOUNT		Yes	Yes	No	06/15/2023	327.79
USAP	P31215	103198	831963	Check	1	1942		MENARDS	S Corporation	Yes	Yes	No	06/15/2023	54.25
USAP	P31215	103237	831964	Check	1	9051		MERIDIAN CONSULTING GROUP LLC	Ind/Sole Proprietor	Yes	Yes	No	06/15/2023	550.00
USAP	P31215	103241	831965	Check	1	9427		MERZER M.A., L.P., SHEILA	Ind/Sole Proprietor	Yes	Yes	No	06/15/2023	156.25
USAP	P31215	103218	831966	Check	1	3150		MIDDLE SCHOOL PETTY CASH FUND		Yes	Yes	No	06/15/2023	186.05
USAP	P31215	103199	831967	Check	1	1977		MINNESOTA COACHES INC	S Corporation	Yes	Yes	No	06/15/2023	86,393.01
USAP	P31215	103200	831968	Check	1	1988		MINNESOTA HISTORICAL SOCIETY	C Corporation	Yes	Yes	No	06/15/2023	378.00

HASTINGS PUBLIC SCHOOLS Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
USAP	P31215	103201	831969	Check	1	1992	MINNESOTA PETROLEUM SERVICE	C Corporation	Yes	Yes	No	06/15/2023	1,367.50
USAP	P31215	103202	831970	Check	1	1993	MINNESOTA SCHOOL BOARDS ASS'N.	Other	Yes	No	No	06/15/2023	14,295.00
USAP	P31215	103155	831971	Check	1	10500	R4 MRI SOFTWARE LLC	LLC - Partnership	Yes	Yes	No	06/15/2023	117.00
USAP	P31215	103158	831972	Check	1	10721	R3 NORTHFIELD SOLAR LLC	LLC - Partnership	Yes	Yes	No	06/15/2023	42,574.15
USAP	P31215	103227	831973	Check	1	6426	PAPCO	C Corporation	Yes	Yes	No	06/15/2023	526.00
USAP	P31215	103203	831974	Check	1	2231	PRO ED	S Corporation	Yes	Yes	No	06/15/2023	344.30
USAP	P31215	103229	831975	Check	1	7314	REGENTS OF UNIVERSITY OF MN	Other	Yes	Yes	No	06/15/2023	1,260.00
USAP	P31215	103204	831976	Check	1	2266	REGION 3AA	C Corporation	Yes	Yes	No	06/15/2023	2,615.00
USAP	P31215	103210	831977	Check	1	2860	RIFTON EQUIPMENT	LLC - Partnership	Yes	Yes	No	06/15/2023	1,458.75
USAP	P31215	103156	831978	Check	1	10576	R1 RIVERSIDE INSIGHTS	LLC - Partnership	Yes	Yes	No	06/15/2023	9,751.00
USAP	P31215	103233	831979	Check	1	8633	RUPP ANDERSON SQUIRES WALDSPU	C Corporation	Yes	Yes	No	06/15/2023	39,666.23
USAP	P31215	103185	831980	Check	1	11669	RYAN, CASSIE		Yes	No	No	06/15/2023	32.36
USAP	P31215	103211	831981	Check	1	3023	R1 SAFETY-KLEEN SYSTEMS	C Corporation	Yes	Yes	No	06/15/2023	1,359.29
USAP	P31215	103205	831982	Check	1	2347	R1 SCHOLASTIC BOOK FAIRS	C Corporation	Yes	Yes	No	06/15/2023	1,282.07
USAP	P31215	103215	831983	Check	1	3069	SENIOR HIGH PETTY CASH		Yes	Yes	No	06/15/2023	645.18
USAP	P31215	103206	831984	Check	1	2387	SHERWIN WILLIAMS CO	C Corporation	Yes	Yes	No	06/15/2023	153.98
USAP	P31215	103168	831985	Check	1	11196	R1 SHRED IT USA - C/O STERICYCLE INC.	C Corporation	Yes	Yes	No	06/15/2023	185.70
USAP	P31215	103235	831986	Check	1	8776	STAARS PROGRAM PETTY CASH FUNE		Yes	Yes	No	06/15/2023	38.49
USAP	P31215	103207	831987	Check	1	2461	STATE CHEMICAL SOLUTIONS	S Corporation	Yes	Yes	No	06/15/2023	508.28
USAP	P31215	103208	831988	Check	1	2476	STERNAU & ASSOCIATES	Ind/Sole Proprietor	Yes	Yes	No	06/15/2023	3,108.08
USAP	P31215	103223	831989	Check	1	5445	R1 SUMMIT FIRE PROTECTION	C Corporation	Yes	Yes	No	06/15/2023	280.00
USAP	P31215	103174	831990	Check	1	11489	R43 TANYA THURMES		Yes	No	No	06/15/2023	88.00
USAP	P31215	103182	831991	Check	1	11597	TEACHER CREATED MATERIALS, INC.	S Corporation	Yes	Yes	No	06/15/2023	25,409.15
USAP	P31215	103163	831992	Check	1	10864	R1 TRANE U.S. INC	C Corporation	Yes	Yes	No	06/15/2023	798.14
USAP	P31215	103184	831993	Check	1	11668	TWIG EDUCATION INC.	C Corporation	Yes	Yes	No	06/15/2023	6,956.29
USAP	P31215	103209	831994	Check	1	2567	U.S. BANK	C Corporation	Yes	Yes	No	06/15/2023	500.00
USAP	P31215	103224	831995	Check	1	5557	R1 ULINE SHIPPING SUPPLIES	S Corporation	Yes	Yes	No	06/15/2023	1,025.70
USAP	P31215	103239	831996	Check	1	9280	UNITED PROMOTIONS	Ind/Sole Proprietor	Yes	Yes	No	06/15/2023	1,482.30
USAP	P31215	103231	831997	Check	1	7490	UNIVERSITY LANGUAGE CTR INC	C Corporation	Yes	Yes	No	06/15/2023	633.67
USAP	P31215	103167	831998	Check	1	11187	R1 VISTAR	C Corporation	Yes	Yes	No	06/15/2023	1,261.26
USAP	P31215	103173	831999	Check	1	11437	VOLUME CASES	S Corporation	Yes	Yes	No	06/15/2023	11,423.70
USAP	P31215	103159	832000	Check	1	10722	R3 WALCOTT SOLAR LLC	LLC - Partnership	Yes	Yes	No	06/15/2023	21,515.91
USAP	P31215	103160	832001	Check	1	10723	R3 WARSAW SOLAR LLC	LLC - Partnership	Yes	Yes	No	06/15/2023	19,051.36
USAP	P31215	103154	832002	Check	1	10452	WAYNE PETERSON ENTERPRISES	S Corporation	Yes	Yes	No	06/15/2023	2,133.50
USAP	P31215	103244	832003	Check	1	5783	INTERMEDIA SYSTEMS GROUP LLC	Ind/Sole Proprietor	Yes	Yes	No	06/15/2023	1,611.45
USAP	P31203	103253	832004	Check	1	1012	ACCLAIM SERVICES, INC	C Corporation	Yes	Yes	No	06/22/2023	1,976.50
USAP	P31203	103256	832005	Check	1	10946	R1 BIMBO BAKERIES USA	C Corporation	Yes	Yes	No	06/22/2023	763.00
USAP	P31203	103257	832006	Check	1	10968	CHANDLER, EMILY		Yes	Yes	No	06/22/2023	125.17
USAP	P31203	103275	832007	Check	1	6081	CINDY'S FLORAL CREATIONS	Ind/Sole Proprietor	Yes	No	No	06/22/2023	250.00

HASTINGS PUBLIC SCHOOLS Payment Reg by Bank and Check

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USAP	P31203	103277	832008	Check	1	6687	CLARK, DAVID		Yes	No	No	06/22/2023	75.21
USAP	P31203	103270	832009	Check	1	3055	CONTINENTAL CLAY COMPANY	C Corporation	Yes	No	No	06/22/2023	98.84
USAP	P31203	103259	832010	Check	1	11483	DORAN, SCOTT		Yes	No	No	06/22/2023	234.49
USAP	P31203	103279	832011	Check	1	8293	GANRUD, PATRICIA		Yes	No	No	06/22/2023	19.29
USAP	P31203	103267	832012	Check	1	1482	GRAINGER, W.W..	C Corporation	Yes	Yes	No	06/22/2023	6,135.00
USAP	P31203	103278	832013	Check	1	6818	HASTINGS CHRYSLER CENTER INC	S Corporation	Yes	Yes	No	06/22/2023	8,380.92
USAP	P31203	103266	832014	Check	1	11707	HERMIDA, ALEX		Yes	No	No	06/22/2023	124.84
USAP	P31203	103258	832015	Check	1	11193	HIRSCHAUER, BRITTNEY		Yes	Yes	No	06/22/2023	47.03
USAP	P31203	103265	832016	Check	1	11704	KHALIEL-YOUSSEF, MANAL		Yes	Yes	No	06/22/2023	266.19
USAP	P31203	103274	832017	Check	1	5991	KIRK, MICHELLE		Yes	No	No	06/22/2023	566.00
USAP	P31203	103276	832018	Check	1	6670	KOCH, JASON		Yes	Yes	No	06/22/2023	175.02
USAP	P31203	103261	832019	Check	1	11589	LVC COMPANIES INC	S Corporation	Yes	Yes	No	06/22/2023	5,787.00
USAP	P31203	103260	832020	Check	1	11492	R17 MARY ANDERSON		Yes	Yes	No	06/22/2023	9.00
USAP	P31203	103264	832021	Check	1	11682	MIDWEST MECHANICAL SOLUTIONS	S Corporation	Yes	Yes	No	06/22/2023	18,503.41
USAP	P31203	103268	832022	Check	1	2146	ORKIN PEST CONTROL INC.	C Corporation	Yes	Yes	No	06/22/2023	387.25
USAP	P31203	103271	832023	Check	1	4344	ROWAN, MARY		Yes	No	No	06/22/2023	23.15
USAP	P31203	103280	832024	Check	1	8633	RUPP ANDERSON SQUIRES WALDSPU	C Corporation	Yes	Yes	No	06/22/2023	16,527.78
USAP	P31203	103273	832025	Check	1	4529	SOUTHWEST METRO INTERMEDIATE #	Other	Yes	Yes	No	06/22/2023	4,626.72
USAP	P31203	103262	832026	Check	1	11622	R1 SPECIAL OLYMPICS MINNESOTA	C Corporation	Yes	No	No	06/22/2023	420.00
USAP	P31203	103272	832027	Check	1	4405	R1 STEP SAVER INC	S Corporation	Yes	Yes	No	06/22/2023	97.47
USAP	P31203	103255	832028	Check	1	10898	R1 SYMMETRY ENERGY SOLUTIONS	LLC - Partnership	Yes	Yes	No	06/22/2023	597.09
USAP	P31203	103269	832029	Check	1	2519	TEAM SPORTING GOODS	S Corporation	Yes	Yes	No	06/22/2023	1,892.00
USAP	P31203	103254	832030	Check	1	10851	R1 XELLO INC	C Corporation	Yes	No	No	06/22/2023	13,291.30
USAP	P31203	103263	832031	Check	1	11633	YANG, VATOUA		Yes	No	No	06/22/2023	10.39
USAP	P31230	103346	832032	Check	1	11672	1000BULBS.COM	S Corporation	Yes	No	No	06/29/2023	3,532.21
USAP	P31230	103327	832033	Check	1	11380	A TOUCH OF MAGIC	S Corporation	Yes	No	No	06/29/2023	426.00
USAP	P31230	103322	832034	Check	1	11161	BENCO EQUIPMENT	C Corporation	Yes	No	No	06/29/2023	457.61
USAP	P31230	103319	832035	Check	1	10884	BLOOMQUIST, JIM OR THERESE		Yes	No	No	06/29/2023	1,000.00
USAP	P31230	103339	832036	Check	1	11478	BROWN, JASON OR LISA		Yes	No	No	06/29/2023	250.00
USAP	P31230	103404	832037	Check	1	9893	CAPONI ART PARK	Other	Yes	No	No	06/29/2023	128.00
USAP	P31230	103338	832038	Check	1	11473	R14 Carol Tammen		Yes	No	No	06/29/2023	184.00
USAP	P31230	103350	832039	Check	1	1214	CDW GOVERNMENT	LLC - C Corp	Yes	No	No	06/29/2023	1,702.87
USAP	P31230	103373	832040	Check	1	3748	CENTERPOINT ENERGY	C Corporation	Yes	No	No	06/29/2023	7,808.21
USAP	P31230	103382	832041	Check	1	7295	CENTURYLINK	C Corporation	Yes	No	No	06/29/2023	163.22
USAP	P31230	103385	832042	Check	1	7332	CENTURYLINK	C Corporation	Yes	No	No	06/29/2023	3,567.47
USAP	P31230	103341	832043	Check	1	11492	R18 CHRISTOPHER ALLEN		Yes	No	No	06/29/2023	77.00
USAP	P31230	103316	832044	Check	1	10837	CLASS CREATOR	C Corporation	Yes	No	No	06/29/2023	658.50
USAP	P31230	103351	832045	Check	1	1257	COMPUTER INTEGRATION TECHNOLO	S Corporation	Yes	No	No	06/29/2023	250.00
USAP	P31230	103352	832046	Check	1	1286	CUB FOODS	LLC - S Corp	Yes	No	No	06/29/2023	42.03

HASTINGS PUBLIC SCHOOLS

Payment Reg by Bank and Check

													Pay/Void
Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Date	Amount
USAP	P31230	103391	832047	Check	1	9028	DAKOTA COUNTY FINANCIAL SERVICE	Other	Yes	No	No	06/29/2023	7,652.99
USAP	P31230	103371	832048	Check	1	3399	R1 DALCO	S Corporation	Yes	No	No	06/29/2023	1,306.24
USAP	P31230	103343	832049	Check	1	11584	DASH SPORTS LLC	LLC - S Corp	Yes	No	No	06/29/2023	3,456.00
USAP	P31230	103309	832050	Check	1	10183	DAZZLING DAVE YO-YO EXTRAORDINA	Ind/Sole Proprietor	Yes	No	No	06/29/2023	535.00
USAP	P31230	103390	832051	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	No	No	06/29/2023	86.14
USAP	P31230	103369	832052	Check	1	3336	DISCOUNT SCHOOL SUPPLY	LLC - C Corp	Yes	No	No	06/29/2023	826.80
USAP	P31230	103344	832053	Check	1	11646	DLR GROUP INC.	S Corporation	Yes	No	No	06/29/2023	15,339.56
USAP	P31230	103333	832054	Check	1	11460	EWING, KYLE OR CEARA		Yes	No	No	06/29/2023	250.00
USAP	P31230	103383	832055	Check	1	7322	R1 FERGUSON ENTERPRISES	C Corporation	Yes	No	No	06/29/2023	15.81
USAP	P31230	103314	832056	Check	1	10550	FISCHBACH, TERRY OR STACEY		Yes	No	No	06/29/2023	250.00
USAP	P31230	103311	832057	Check	1	10330	FLICEK WELDING LLC	LLC - S Corp	Yes	No	No	06/29/2023	4,650.00
USAP	P31230	103393	832058	Check	1	9182	FLYNN, SARAH		Yes	No	No	06/29/2023	500.00
USAP	P31230	103374	832059	Check	1	3800	FOX, MARY ELLEN		Yes	No	No	06/29/2023	188.85
USAP	P31230	103403	832060	Check	1	9863	R2 GENUINE PARTS COMPANY	C Corporation	Yes	No	No	06/29/2023	215.86
USAP	P31230	103354	832061	Check	1	1482	GRAINGER, W.W..	C Corporation	Yes	No	No	06/29/2023	5,661.54
USAP	P31230	103395	832062	Check	1	9441	GROH, THOMAS OR DANA		Yes	No	No	06/29/2023	250.00
USAP	P31230	103331	832063	Check	1	11457	HAHM, RACHEL OR JOEL		Yes	No	No	06/29/2023	250.00
USAP	P31230	103398	832064	Check	1	9641	HANSEY, JACLYN		Yes	No	No	06/29/2023	191.88
USAP	P31230	103376	832065	Check	1	4115	R2 HANSON SPORTS	LLC - S Corp	Yes	No	No	06/29/2023	2,296.20
USAP	P31230	103377	832066	Check	1	4980	HANSON, TRENT		Yes	No	No	06/29/2023	562.36
USAP	P31230	103329	832067	Check	1	11455	HAVEMEIER, LEE OR HEIDI		Yes	No	No	06/29/2023	500.00
USAP	P31230	103342	832068	Check	1	11582	HEWITT, SARA		Yes	No	No	06/29/2023	58.95
USAP	P31230	103405	832069	Check	1	9998	HIRTE, DIANA	Ind/Sole Proprietor	Yes	No	No	06/29/2023	234.00
USAP	P31230	103312	832070	Check	1	10420	HOPE ENGLISH-SPANISH INTERPRETE	Ind/Sole Proprietor	Yes	No	No	06/29/2023	3,132.50
USAP	P31230	103357	832071	Check	1	1845	HORIZON COMMERCIAL POOL SUPPLY	S Corporation	Yes	No	No	06/29/2023	1,570.27
USAP	P31230	103384	832072	Check	1	7323	R1 HOUGHTON MIFFLIN HARCOURT	C Corporation	Yes	No	No	06/29/2023	2,589.12
USAP	P31230	103388	832073	Check	1	8667	HOWELL, MARK OR JENNIFER		Yes	No	No	06/29/2023	250.00
USAP	P31230	103386	832074	Check	1	7721	R3 INNOVATIVE OFFICE SOLUTIONS	LLC - Partnership	Yes	No	No	06/29/2023	11,963.84
USAP	P31230	103355	832075	Check	1	1660	INSTITUTE FOR ENVIRONMENTAL ASS	S Corporation	Yes	No	No	06/29/2023	2,575.28
USAP	P31230	103356	832076	Check	1	1665	INTERMEDIATE SCHOOL DIST 917	Other	Yes	No	No	06/29/2023	919.85
USAP	P31230	103389	832077	Check	1	8801	IXL LEARNING, INC	C Corporation	Yes	No	No	06/29/2023	15,444.00
USAP	P31230	103347	832078	Check	1	11702	JOHNSON, BONNIE OR JEREMIAH		Yes	No	No	06/29/2023	250.00
USAP	P31230	103335	832079	Check	1	11462	JOHNSON, TONY		Yes	No	No	06/29/2023	250.00
USAP	P31230	103378	832080	Check	1	6134	KLAUS, NANCY		Yes	No	No	06/29/2023	250.00
USAP	P31230	103324	832081	Check	1	11260	KRISTIN DAVIS LAW LLC	LLC - S Corp	Yes	No	No	06/29/2023	330.00
USAP	P31230	103325	832082	Check	1	11261	R1 LAFORCE LLC	S Corporation	Yes	No	No	06/29/2023	220.00
USAP	P31230	103328	832083	Check	1	11451	LARSON, RACHEL		Yes	No	No	06/29/2023	1,000.00
USAP	P31230	103315	832084	Check	1	10552	LEE, CODY OR WENDY		Yes	No	No	06/29/2023	500.00
USAP	P31230	103348	832085	Check	1	11706	M2 BUSINESS SOLUTIONS INC.	S Corporation	Yes	No	No	06/29/2023	500.00

HASTINGS PUBLIC SCHOOLS Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
USAP	P31230	103358	832086	Check	1	1863	MACKIN EDUCATIONAL RESOURCES	S Corporation	Yes	No	No	06/29/2023	3,174.48
USAP	P31230	103359	832087	Check	1	1876	MALLOY, MONTAGUE, KARNOWSKI,	C Corporation	Yes	No	No	06/29/2023	3,505.00
USAP	P31230	103361	832088	Check	1	1891	R1 MASBO	C Corporation	Yes	No	No	06/29/2023	110.00
USAP	P31230	103362	832089	Check	1	1949	METRO ECSU	Other	Yes	No	No	06/29/2023	160.00
USAP	P31230	103326	832090	Check	1	11331	R1 MIDWEST MACHINERY CO	S Corporation	Yes	No	No	06/29/2023	991.99
USAP	P31230	103334	832091	Check	1	11461	MILDEBRANDT, KATHLEEN OR PAUL		Yes	No	No	06/29/2023	250.00
USAP	P31230	103363	832092	Check	1	1977	MINNESOTA COACHES INC	S Corporation	Yes	Yes	No	06/29/2023	552,972.11
USAP	P31230	103367	832093	Check	1	3057	R1 MSNA	C Corporation	Yes	No	No	06/29/2023	950.00
USAP	P31230	103360	832094	Check	1	1882	OFFICE OF MN IT SERVICES	Other	Yes	No	No	06/29/2023	48.30
USAP	P31230	103399	832095	Check	1	9771	OPG-3 INC.	S Corporation	Yes	No	No	06/29/2023	205.00
USAP	P31230	103379	832096	Check	1	6341	R1 O'REILLY AUTO PARTS	LLC - C Corp	Yes	No	No	06/29/2023	74.17
USAP	P31230	103380	832097	Check	1	6426	PAPCO	C Corporation	Yes	No	No	06/29/2023	286.00
USAP	P31230	103336	832098	Check	1	11464	PARKS, RICHARD OR MONICA		Yes	No	No	06/29/2023	500.00
USAP	P31230	103401	832099	Check	1	9853	PEDERSEN, KARL OR ANGELA		Yes	No	No	06/29/2023	500.00
USAP	P31230	103387	832100	Check	1	8300	PELTIER, DANIEL		Yes	No	No	06/29/2023	250.00
USAP	P31230	103337	832101	Check	1	11466	POEPL, JACOB OR MEGAN		Yes	No	No	06/29/2023	500.00
USAP	P31230	103310	832102	Check	1	10201	POEPL, JIM		Yes	No	No	06/29/2023	1,000.00
USAP	P31230	103318	832103	Check	1	10879	R1 POWERSCHOOL GROUP LLC	LLC - Partnership	Yes	No	No	06/29/2023	30,900.00
USAP	P31230	103330	832104	Check	1	11456	PRETTYMAN, ANNA		Yes	No	No	06/29/2023	500.00
USAP	P31230	103313	832105	Check	1	10475	R1 PROJECT LEAD THE WAY	C Corporation	Yes	No	No	06/29/2023	950.00
USAP	P31230	103396	832106	Check	1	9479	R1 SAF-GARD SAFETY SHOE CO	S Corporation	Yes	No	No	06/29/2023	114.99
USAP	P31230	103317	832107	Check	1	10848	R1 SAVVAS LEARNING COMPANY LLC	LLC - Partnership	Yes	No	No	06/29/2023	6,282.61
USAP	P31230	103321	832108	Check	1	10902	SCHAFFER, ABBY		Yes	No	No	06/29/2023	250.00
USAP	P31230	103394	832109	Check	1	9439	SCHERPING, ROSS OR KATIE		Yes	No	No	06/29/2023	250.00
USAP	P31230	103402	832110	Check	1	9859	SEBION, KELLY		Yes	No	No	06/29/2023	250.00
USAP	P31230	103368	832111	Check	1	3281	SHAFFER, KRISTIE		Yes	No	No	06/29/2023	2,621.38
USAP	P31230	103349	832112	Check	1	11708	SHEEHAN, JAMES	Ind/Sole Proprietor	Yes	No	No	06/29/2023	1,000.00
USAP	P31230	103364	832113	Check	1	2387	SHERWIN WILLIAMS CO	C Corporation	Yes	No	No	06/29/2023	85.74
USAP	P31230	103332	832114	Check	1	11458	SIMONES, PETER OR LUCY		Yes	No	No	06/29/2023	250.00
USAP	P31230	103370	832115	Check	1	3391	ST. ELIZABETH ANN SETON	Other	Yes	No	No	06/29/2023	3,217.55
USAP	P31230	103320	832116	Check	1	10885	STARK, JEROME OR CHARLENE		Yes	No	No	06/29/2023	250.00
USAP	P31230	103365	832117	Check	1	2461	STATE CHEMICAL SOLUTIONS	S Corporation	Yes	No	No	06/29/2023	1,810.72
USAP	P31230	103392	832118	Check	1	9030	STRAKA, RYAN		Yes	No	No	06/29/2023	500.00
USAP	P31230	103400	832119	Check	1	9843	STROMMEN, MIKE OR JULIE		Yes	No	No	06/29/2023	500.00
USAP	P31230	103323	832120	Check	1	11169	TECH ACADEMY	S Corporation	Yes	No	No	06/29/2023	1,280.00
USAP	P31230	103308	832121	Check	1	10144	TENNIS WAREHOUSE	S Corporation	Yes	No	No	06/29/2023	89.94
USAP	P31230	103366	832122	Check	1	2522	TERRY'S HARDWARE	S Corporation	Yes	No	No	06/29/2023	363.02
USAP	P31230	103340	832123	Check	1	11486	R1 THE BOELTER COMPANIES, INC.	C Corporation	Yes	No	No	06/29/2023	13,235.00
USAP	P31230	103375	832124	Check	1	4015	R1 VIRCO	C Corporation	Yes	No	No	06/29/2023	2,167.90

HASTINGS PUBLIC SCHOOLS

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Pay/Void				Amount
									Print	Recon	Void	Date	
USAP	P31230	103397	832125	Check	1 9481		WELCH, MARISSA		Yes	No	No	06/29/2023	40.89
USAP	P31230	103372	832126	Check	1 3652		WESTRE, MARGARET		Yes	No	No	06/29/2023	453.26
USAP	P31230	103345	832127	Check	1 11649		YOGA BY THERESA	LLC - S Corp	Yes	No	No	06/29/2023	208.00
USAP	P31230	103381	832128	Check	1 6727		ZEH TEK INC	S Corporation	Yes	No	No	06/29/2023	112.00
USAP	P31230	103353	832129	Check	1 1442		ZEIEN, CINDY		Yes	No	No	06/29/2023	57.60
USAP	P31230	103406	832130	Check	1 11391		LOEFFLER CONSTRUCTION & CONSUI	LLC - S Corp	Yes	No	No	06/29/2023	3,335.00
Bank Total:												\$2,083,916.01	
Report Total:												\$2,083,965.67	

HASTINGS PUBLIC SCHOOLS Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
USPR	P23JP1	103075		Wire	1	10929	EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	No	Yes	No	06/06/2023	138,243.30
USPR	P23JP1	103076		Wire	1	1984	MINNESOTA DEPT. OF REVENUE	Other	Yes	Yes	Yes	06/06/2023	88,931.12
USPR	P23JP1	103076		Wire	1	1984	MINNESOTA DEPT. OF REVENUE	Other	Yes	Yes	Yes	06/28/2023	(88,931.12)
USPR	P23JP1	103077		Wire	1	2016	MN TRA	Other	No	Yes	No	06/06/2023	315,554.50
USPR	P23JP1	103078		Wire	1	2705	EFTPS - TAX PAYMENT		No	Yes	No	06/06/2023	529,819.93
USPR	P23JP1	103079		Wire	1	3880	MII LIFE	C Corporation	Yes	Yes	Yes	06/06/2023	39,850.00
USPR	P23JP1	103079		Wire	1	3880	MII LIFE	C Corporation	Yes	Yes	Yes	06/15/2023	(39,850.00)
USPR	P23JP1	103080		Wire	1	7771	MINNESOTA PERA (WIRE TRANSFER)	Other	No	Yes	No	06/06/2023	47,774.95
USPR	P23JP2	103282		Wire	1	10929	EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	No	Yes	No	06/22/2023	53,955.67
USPR	P23JP2	103283		Wire	1	1984	MINNESOTA DEPT. OF REVENUE	Other	No	Yes	No	06/22/2023	44,584.64
USPR	P23JP2	103284		Wire	1	2016	MN TRA	Other	No	Yes	No	06/22/2023	132,038.19
USPR	P23JP2	103285		Wire	1	2705	EFTPS - TAX PAYMENT		No	Yes	No	06/22/2023	267,838.11
USPR	P23JP2	103286		Wire	1	3166	BREMER BANK FEES	Other	No	Yes	No	06/22/2023	199.40
USPR	P23JP2	103287		Wire	1	7771	MINNESOTA PERA (WIRE TRANSFER)	Other	No	Yes	No	06/22/2023	51,198.41
USPR	p23jp1	103303		Wire	1	1984	MINNESOTA DEPT. OF REVENUE	Other	No	Yes	No	06/28/2023	88,918.25
USPR	P23JP1	103074	105568	Check	1	1974	MINNESOTA CHILD SUPPORT PYMT C	Other	Yes	Yes	No	06/06/2023	155.50
USPR	P23JP2	103289	105569	Check	1	10975	EDUCATION MN HASTINGS ESP'S	Other	Yes	No	No	06/22/2023	48.66
USPR	P23JP2	103294	105570	Check	1	4539	HASTINGS PUBLIC SCHOOLS FOUNDA	Other	Yes	Yes	No	06/22/2023	1,445.00
USPR	P23JP2	103296	105571	Check	1	7384	HIGH SCHOOL FACULTY SCHOLARSHII		Yes	Yes	No	06/22/2023	134.00
USPR	P23JP2	103291	105572	Check	1	1974	MINNESOTA CHILD SUPPORT PYMT C	Other	Yes	Yes	No	06/22/2023	155.50
USPR	P23JP2	103292	105573	Check	1	2002	MINNESOTA TEAMSTERS LOCAL 320	Other	Yes	Yes	No	06/22/2023	2,264.50
USPR	P23JP2	103293	105574	Check	1	2010	NCPERS GROUP LIFE INS -157410	C Corporation	Yes	Yes	No	06/22/2023	48.00
USPR	P23JP2	103290	105575	Check	1	11697	ROWAN, KAY		Yes	No	No	06/22/2023	200.00
USPR	P23JP2	103295	105576	Check	1	6780	SEIU LOCAL 284	Other	Yes	Yes	No	06/22/2023	1,285.29
USPR	P23JP2	103288	105577	Check	1	10169	STANDARD INSURANCE COMPANY	C Corporation	Yes	Yes	No	06/22/2023	16,830.32
USPR	P23JP2	103297	105578	Check	1	8906	WINGS FINANCIAL CREDIT UNION	C Corporation	Yes	Yes	No	06/22/2023	200.00
Bank Total:												\$1,692,892.12	
Report Total:												\$1,692,892.12	

HASTINGS PUBLIC SCHOOLS Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
USBP	P312B1	103036		Wire	1	11387	AMAZON CAPITAL SERVICES, INC	C Corporation	No	Yes	No	06/02/2023	5,539.41
USBP	P312B2	103246		Wire	1	9557	BMO HARRIS BANK NA	C Corporation	No	Yes	No	06/15/2023	538.00
USBP	P312B1	103031	1199	Check	1	1214	CDW GOVERNMENT	LLC - C Corp	Yes	Yes	No	06/02/2023	150,775.00
USBP	P312B1	103032	1200	Check	1	1257	COMPUTER INTEGRATION TECHNOLO	S Corporation	Yes	Yes	No	06/02/2023	7,769.26
USBP	P312B1	103027	1201	Check	1	11447	FOURTH DIMENSION SIGNS	C Corporation	Yes	Yes	No	06/02/2023	328.00
USBP	P312B1	103033	1202	Check	1	1799	LAKESHORE LEARNING MATERIALS	S Corporation	Yes	Yes	No	06/02/2023	2,849.64
USBP	P312B1	103029	1203	Check	1	11589	LVC COMPANIES INC	S Corporation	Yes	Yes	No	06/02/2023	7,669.00
USBP	P312B1	103028	1204	Check	1	11519	MOHS CONTRACTING INC	S Corporation	Yes	Yes	No	06/02/2023	11,478.97
USBP	P312B1	103034	1205	Check	1	2341	SCHINDLER ELEVATOR CORP.	C Corporation	Yes	Yes	No	06/02/2023	1,395.50
USBP	P312B1	103030	1206	Check	1	11647	SHEEHY CONSTRUCTION COMPANY	S Corporation	Yes	Yes	No	06/02/2023	141,084.50
USBP	P312B1	103035	1207	Check	1	5113	R1 WORTHINGTON DIRECT	LLC - S Corp	Yes	Yes	No	06/02/2023	1,400.96
USBP	P312B2	103247	1208	Check	1	1214	CDW GOVERNMENT	LLC - C Corp	Yes	Yes	No	06/15/2023	168,975.00
USBP	P312B2	103250	1209	Check	1	7721	R3 INNOVATIVE OFFICE SOLUTIONS	LLC - Partnership	Yes	Yes	No	06/15/2023	20,943.91
USBP	P312B2	103249	1210	Check	1	5349	R3 SCHOOL OUTFITTERS	LLC - Partnership	Yes	Yes	No	06/15/2023	309.55
USBP	P312B2	103248	1211	Check	1	2663	WOLD ARCHITECTS AND ENGNRS INC	C Corporation	Yes	Yes	No	06/15/2023	12,099.60
USBP	P312B3	103411	1212	Check	1	7110	APPLE EDUCATION INC	C Corporation	Yes	No	No	06/29/2023	36,184.50
USBP	P312B3	103410	1213	Check	1	11648	CAPITAL CITY GLASS INC	S Corporation	Yes	No	No	06/29/2023	9,125.70
USBP	P312B3	103407	1214	Check	1	10938	DERAU CONSTRUCTION LLC	LLC - S Corp	Yes	Yes	No	06/29/2023	44,543.25
USBP	P312B3	103408	1215	Check	1	11391	LOEFFLER CONSTRUCTION & CONSUM	LLC - S Corp	Yes	No	No	06/29/2023	1,098.90
USBP	P312B3	103409	1216	Check	1	11647	SHEEHY CONSTRUCTION COMPANY	S Corporation	Yes	No	No	06/29/2023	63,156.00

Bank Total: \$687,264.65

Report Total: \$687,264.65

HASTINGS PUBLIC SCHOOLS Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
ACTV	P11ASA	103025		Wire	1	11387	AMAZON CAPITAL SERVICES, INC	C Corporation	Yes	Yes	Yes	06/02/2023	0.00
ACTV	P11ASA	103026		Wire	1	11387	AMAZON CAPITAL SERVICES, INC	C Corporation	No	Yes	No	06/02/2023	709.08
ACTV	P11ASB	103083		Wire	1	9557	BMO HARRIS BANK NA	C Corporation	No	Yes	No	06/09/2023	1,918.79
ACTV	P12AS1	103023	38133	Check	1	2966	R1 EAGAN HIGH SCHOOL	Other	Yes	Yes	No	06/02/2023	175.00
ACTV	P12AS1	103024	38134	Check	1	7311	STEVE WEISS MUSIC INC.	S Corporation	Yes	Yes	No	06/02/2023	706.95
ACTV	P12AS1	103021	38135	Check	1	2519	TEAM SPORTING GOODS	S Corporation	Yes	Yes	No	06/02/2023	618.93
ACTV	P12AS1	103022	38136	Check	1	2563	TROPHIES PLUS	Ind/Sole Proprietor	Yes	Yes	No	06/02/2023	77.00
ACTV	P12AS1	103020	38137	Check	1	11047	R1 UNIVERSAL ATHLETIC, LLC	C Corporation	Yes	Yes	No	06/02/2023	3,540.90
ACTV	P12AS2	103081	38138	Check	1	1531	HASTINGS FAMILY SERVICE	Other	Yes	No	No	06/09/2023	1,522.10
ACTV	P12AS2	103082	38139	Check	1	2563	TROPHIES PLUS	Ind/Sole Proprietor	Yes	Yes	No	06/09/2023	178.00
ACTV	P12AS3	103146	38140	Check	1	7269	BOHLKEN, HEIDI	Ind/Sole Proprietor	Yes	Yes	No	06/15/2023	220.00
ACTV	P12AS3	103143	38141	Check	1	10347	R1 CENTER FOR SPORT & PERFORMANC	Other	Yes	No	No	06/15/2023	1,750.00
ACTV	P12AS3	103144	38142	Check	1	1977	MINNESOTA COACHES INC	S Corporation	Yes	Yes	No	06/15/2023	1,351.46
ACTV	P12AS3	103145	38143	Check	1	4182	WAHLSTROM, JOSH		Yes	Yes	No	06/15/2023	123.76
ACTV	P12AS4	103251	38144	Check	1	6808	ECKROTH MUSIC	C Corporation	Yes	Yes	No	06/22/2023	50.00

Bank Total: \$12,941.97

Report Total: \$12,941.97

HASTINGS PUBLIC SCHOOLS

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Pay/Void				Amount
									Print	Recon	Void	Date	
SCH	P3121P	103065	304480	Check	1	11306	DAKOTA COUNTY TECHNICAL COLLEG	Other	Yes	Yes	No	06/02/2023	1,000.00
SCH	P3121P	103066	304481	Check	1	11692	MN STATEWIDE LIMITED ENERGY JATC		Yes	No	No	06/02/2023	1,750.00
SCH	P3122P	103281	304482	Check	1	11705	VIVIAN PERRY		Yes	No	No	06/22/2023	1,000.00
Bank Total:												\$3,750.00	
Report Total:												\$3,750.00	

HASTINGS PUBLIC SCHOOLS

Dental Self-Funded Summary

Period Ending June 30, 2023

Sequence: Crs, Org, Fd

										23REV				% YTD		
Description										Annual Budget	Period 202313	Year To Date	% YTD	Encumbrances	+ Enc	Remaining Balance
R	20	000	000	000	087	000	422	000	EE Unpaid Premiums	0.00	0.00	169.40	0%	0.00	0%	(169.40)
R	20	000	000	000	092	000	422	000	Interest-Dental	(8,473.00)	(10,460.58)	(34,464.94)	407%	0.00	407%	25,991.94
R	20	000	000	000	095	000	422	000	Employer Share/Premiums	(521,283.00)	63,337.68	(502,740.79)	96%	0.00	96%	(18,542.21)
R	20	000	000	000	097	000	422	000	Employee Share/Premiums	(88,476.00)	6,885.60	(109,308.07)	124%	0.00	124%	20,832.07
R	20	000	000	000	098	000	422	000	Retiree-Cobra Share/Premiurr	(104,819.00)	0.00	(104,954.00)	100%	0.00	100%	135.00
E	20	005	105	000	301	000	422	000	Fees-Carrier & Consultant	31,181.00	0.00	31,302.60	100%	0.00	100%	(121.60)
E	20	005	105	000	302	000	422	000	Claims-Dental	597,548.00	0.00	546,052.75	91%	0.00	91%	51,495.25
000 Districtwide										(94,322.00)	59,762.70	(173,943.05)	184%	0.00	184%	79,621.05
Report Totals:										(94,322.00)	59,762.70	(173,943.05)	184%	0.00	184%	79,621.05

HASTINGS PUBLIC SCHOOLS

Health Self-Funded Summary

Period Ending June 30, 2023

Sequence: Crs, Org, Fd

										23REV			% YTD			
										Annual Budget	Period 202313	Year To Date	% YTD	Encumbrances	+ Enc	Remaining Balance
R	21	000	000	000	087	000	422	000	EE Unpaid Premiums	0.00	0.00	1,270.47	0%	0.00	0%	(1,270.47)
R	21	000	000	000	092	000	422	000	Interest -Health	(76,453.00)	(2,393.42)	(166,372.98)	218%	0.00	218%	89,919.98
R	21	000	000	000	095	000	422	000	Employer Share/Premiums	(6,117,088.00)	870,839.76	(6,161,089.06)	101%	0.00	101%	44,001.06
R	21	000	000	000	097	000	422	000	Employee Share/Premiums	(1,079,486.00)	99,902.28	(1,065,082.35)	99%	0.00	99%	(14,403.65)
R	21	000	000	000	098	000	422	000	Retiree-Cobra Share/Premiurr	(343,367.00)	0.00	(343,911.28)	100%	0.00	100%	544.28
R	21	000	000	000	099	000	422	000	ER/Trust Share for Retirees	(75,373.00)	0.00	(20,646.72)	27%	0.00	27%	(54,726.28)
E	21	005	105	000	317	000	422	000	Network Fees	10,000.00	0.00	16,517.25	165%	0.00	165%	(6,517.25)
E	21	005	105	000	322	000	422	000	PaydHealth Fees	68,870.13	0.00	108,141.10	157%	0.00	157%	(39,270.97)
E	21	005	105	000	300	000	422	000	Pharmacy Rebates/Admin Fee	(279,266.00)	0.00	(280,021.91)	100%	0.00	100%	755.91
E	21	005	105	000	301	000	422	000	Veba/Flex/TrustPoint	18,000.00	0.00	18,321.05	102%	0.00	102%	(321.05)
E	21	005	105	000	302	000	422	000	Claims-Medical	6,368,563.00	0.00	5,556,908.18	87%	0.00	87%	811,654.82
E	21	005	105	000	307	000	422	000	Health Carrier TPA	226,512.00	0.00	224,620.00	99%	0.00	99%	1,892.00
E	21	005	105	000	308	000	422	000	StopLoss	431,037.00	0.00	358,153.63	83%	0.00	83%	72,883.37
E	21	005	105	000	309	000	422	000	Fitness reimbursements	8,160.00	0.00	8,190.00	100%	0.00	100%	(30.00)
E	21	005	105	000	312	000	422	000	Consultant-OneDigital \$40,000	40,000.00	0.00	40,000.00	100%	0.00	100%	0.00
E	21	005	105	000	305	000	422	000	Claims-Pharmacy/RX	1,123,864.00	0.00	1,298,636.93	116%	0.00	116%	(174,772.93)
E	21	005	105	000	314	000	422	000	Springbuk Fee \$1/pm/pm	5,148.00	0.00	5,031.00	98%	0.00	98%	117.00
000 Districtwide										329,121.13	968,348.62	(401,334.69)	(122%)	0.00	(122%)	730,455.82
R	21	000	000	000	094	326	422	000	Employer-VEBA Trust Rev	(667,200.00)	0.00	(617,341.82)	93%	0.00	93%	(49,858.18)
R	21	000	000	000	089	326	422	000	Employer-PCORI-ACA \$2.54	(3,045.00)	0.00	(3,037.72)	100%	0.00	100%	(7.28)
E	21	005	105	000	301	326	422	000	Employer-VEBA Trust Pmt.	667,200.00	0.00	600,941.82	90%	0.00	90%	66,258.18
E	21	005	105	000	313	326	422	000	Employer-PCORI- ACA \$2.54	3,045.00	0.00	3,037.72	100%	0.00	100%	7.28
326 District Additional R/E										0.00	0.00	(16,400.00)	0%	0.00	0%	16,400.00
R	21	000	000	000	088	331	422	000	P1 Wellness Credit	(15,000.00)	0.00	(16,670.00)	111%	0.00	111%	1,670.00
E	21	005	105	000	335	331	422	000	Short-Term Lease/Rental	5,000.00	0.00	4,968.95	99%	0.00	99%	31.05
E	21	005	105	000	366	331	422	000	Participation Fees Wellness	0.00	0.00	0.00	0%	0.00	0%	0.00
E	21	005	105	000	401	331	422	000	Supplies Wellness	9,500.00	0.00	0.00	0%	0.00	0%	9,500.00
E	21	005	105	000	305	331	422	000	Consult/Fees For Svc	0.00	0.00	100.00	0%	0.00	0%	(100.00)
E	21	005	105	000	314	331	422	000	Consultant Expense Wellness	500.00	0.00	0.00	0%	0.00	0%	500.00
E	21	005	105	000	309	331	422	000	Wellbeats/JE Fitness Reimb.	0.00	0.00	0.00	0%	0.00	0%	0.00
331 Wellness R/E										0.00	0.00	(11,601.05)	0%	0.00	0%	11,601.05
Report Totals:										329,121.13	968,348.62	(429,335.74)	(130%)	0.00	(130%)	758,456.87

RETIREMENT/RESIGNATION/TERMINATION

NAME	STATUS	ASSIGNMENT	EMPLOYEE GROUP	EFFECTIVE DATE
Bauer, Nancy	Resignation	Admin Support Asst I; 8 Hours / Day Hastings Middle School	HESA	June 8, 2023
Charbonneau, Kori	Resignation	Paraprofessional; 5.75 Hours / Day STAARS	ED MN - ESP	June 8, 2023
Clarke, Dan	Resignation	Lead Custodian; 8 Hours / Day Hastings Middle School	Custodian	July 21, 2023
Daly, Krysta	Rescinded Acceptance of Position	Special Education Teacher; 1.0 McAuliffe Elementary	ED MN - Teachers	July 7, 2023
Gartzke, Paige	Resignation	Paraprofessional; 5.75 Hours / Day Hastings Middle School	ED MN -ESP	June 8, 2023 (Date Revised)
Johnson, Laura	Camp Horizons PSA; Hours Vary Hastings Middle School	\$18.00 / Hour	N/A	July 17, 2023
MacDougal, Julie	Retirement	Admin Support Asst II; 8 Hours / Day Hastings High School	HESA	August 31, 2023
Yang, Vatoua	Resignation	Computer Tech II; 8 Hours / Day District Wide	Techology	June 28, 2023

HIRES / REHIRES

NAME	ASSIGNMENT	SALARY PLACEMENT/HOURLY RATE	EMPLOYEE GROUP	EFFECTIVE DATE
Archambault, Taylor	Daily Floating Sub; 8 Hours / Day Kennedy Elementary	\$200 / Day	ED MN - Teachers	September 5, 2023 - June 6, 2024
Beard, Karen	Grade 3 Teacher; 1.0 FTE McAuliffe Elementary	\$71,822 Annually	ED MN - Teachers	August 24, 2023
Boldt, Mollie	Grade 4 Teacher; 1.0 FTE Pinecrest Elementary	\$68,852 Annually	ED MN - Teachers	August 24, 2023
Farber, Michael	Daily Floating Sub; 8 Hours / Day Hastings High School	\$200 / Day	ED MN - Teachers	September 5, 2023 - June 6, 2024
Fredrickson, Lindsey	Art Teacher; 1.0 FTE Kennedy Elementary	\$46,899	ED MN - Teachers	August 24, 2023
Humble, LynDee	Summer School Secretary; 20 Hours Total McAuliffe Elementary	\$23.17 / Hour	HESA	June 14, 2023 - July 14, 2023
Johnson, Niki	Student Support Specialist; 1.0 FTE Pinecrest Elementary	\$59,510 Annually	ED MN - Teachers	August 24, 2023
Jorgenson, Morgan	Special Education Teacher; 1.0 FTE McAuliffe Elementary	\$53,845 Annually	ED MN - Teachers	August 24, 2023
Livingston, Wendy	Summer Lab Tech; 40 Hours Total Pinecrest Elementary	\$22.87 / Hour	N/A	August 3, 2023 - August 31, 2023
Melin, Rebeeca	Math Teacher; 1.0 FTE Hastings Middle School	\$44,237 Annually	ED MN - Teachers	August 24, 2023
Petersen, Jill	Assistant Director of Special Services; 1.0 FTE District Wide	\$114,748 Annually	Administrators	July 31, 2023
Shick, Angela	Summer Lab Tech; 40 Hours Total Kennedy Elementary	\$20.21 / Hour	N/A	August 3, 2023 - August 31, 2023
Shofner, Beth	Summer Lab Tech; 40 Hours Total McAuliffe Elementary	\$22.87 / Hour	N/A	August 3, 2023 - August 31, 2023

Wilson, McKenna	Summer School Secretary; 54 Hours Total McAuliffe Elementary	\$19.40 / Hour	HESA	June 14, 2023 - July 14, 2023
Zwolski, Michelle	Grade 1 Teacher; 1.0 FTE Kennedy Elementary	\$62,469 Annually	ED MN - Teachers	August 24, 2023

LEAVE APPROVAL

NAME	STATUS	ASSIGNMENT	EMPLOYEE GROUP	EFFECTIVE DATE(S)
Smith, Samantha	Approve	Grade 2 Teacher; 1.0 FTE Kennedy Elementary	ED MN - Teachers	August 28, 2023 - November 20, 2023 (Approximate Dates)

ASSIGNMENT CHANGES

NAME	FROM	TO	EMPLOYEE GROUP	EFFECTIVE DATE(S)
Fritze, Thomas	Math Teacher; 1.0 FTE Hastings High Scholl	Specialized Support Coach; 1.0 FTE Hastings High School	ED MN - Teachers	August 28, 2023 - June 7, 2024

Note: Updates as of 7.27.23 are noted in bold



Minnesota School Boards Association
1900 West Jefferson Avenue
St. Peter, MN 56082-3015
507-934-2450 or 800-324-4459

Invoice	INV-04607-V6Z3W9
Date	6/1/2023
Amount Due	\$12,542.00
Date Due	8/15/2023

Hastings
 1000 11th St W
 Hastings, MN 55033-3717

Customer Name	Purchase Order No.		
Hastings			
Description	Quantity	Unit Price	Ext. Price
Policy Services Subscription - Hastings	1	\$750.00	\$750.00
ISD Membership - Hastings	1	\$9,692.00	\$9,692.00
BoardBook Subscription Tier 1 - Hastings	1	\$2,100.00	\$2,100.00

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Dues for your district are based on "Average Daily Membership of Students Served" for the fiscal year ended June 30, 2022, as provided by the Minnesota Department of Education.

MSBA is not able to accept Credit, Debit, or Procurement Cards as a method of payment of your 2023-2024 Dues Invoice. Please remit payment of this invoice to MSBA by CHECK. Thank you for your cooperation.

In accordance with IRS Code Sec. 6113, contributions or gifts (including membership dues) to MSBA are not deductible as charitable contributions for Federal income tax purposes.

Subtotal	\$12,542.00
Total	\$12,542.00



Where Minnesota School Boards Learn to Lead

June 2023

Dear Superintendent:

Thank you for your membership in the Minnesota School Boards Association for the past year. MSBA's Board and staff have worked hard to become your go-to organization. MSBA will always go the extra mile for our members:

- Our dedicated staff prides itself on anticipating member needs through engagement, analyzing national and state directives, working with other educational organizations, and providing training to build high-performing boards.
- Membership feedback has been a helpful guide as we build a stronger and responsive strategic vision for your Association over the next years.
- Your MSBA staff is solution-driven. We will find the answer promptly or get you to someone with the answer. In all our interactions, we strive to build a high-performing board that can meet the high expectations of your staff, students, and community.
- Legal and legislative advocacy are essential services of MSBA. As a statewide organization and a leading advocate for public education, we pride ourselves in finding a path forward that benefits all our school districts, regardless of shape and size.
- Like you, we care deeply about the success of all Minnesota's public school students. Through our collective, member-driven mission, our mission is to build strong school boards for a stronger Minnesota.

Our Association is stronger when our members are stronger. Now is the time to continue investing in your future. We are pleased to inform you that there will be no increase in member dues or service fees for the upcoming year. Your invoice, along with a renewal notice for those districts in MSBA's Policy Services and/or BoardBook Premier, is included with this letter.

We wish you a successful 2023-2024 school year and hope to continue as your valued and trusted Association. If you have any questions, please do not hesitate to contact me.

Sincerely,

Kirk Schneidawind, Executive Director
kschneidawind@mnmsba.org

Linda Leiding, President

MINNESOTA SCHOOL BOARDS ASSOCIATION

1900 West Jefferson Avenue, St. Peter, MN 56082-3015 Phone: 507-934-2450 or 800-324-4459
www.mnmsba.org



Strong School Boards Stronger Minnesota



A statewide unifying voice for public education; MSBA supports and empowers Minnesota public school boards through advocacy, board development, and policy and legal guidance.

Unifying Voice for Public Education



Keeping members connected and informed

-  The Leader and Update newsletter
-  Journal magazine
-  Social media platforms

Legal & Policy Services



Ensuring our school boards lead through policy

-  Providing school districts & charter schools with policy templates
-  Analysis of court decisions
-  Student Handbook updates

Public Education Advocacy



Supporting public education at state, federal levels

-  Advocacy Tour & Delegate Assembly
-  Day at the Capitol
-  Capitol Canary Legislative Action Alerts

Board Development



Developing high-performing school boards

-  Learning to Lead workshops and many others
-  Webinars and virtual conversation series
-  Leadership Conference and Summer Seminar

Assoc. of Metropolitan School Districts
2 Pine Tree Dr. STE 380
Arden Hills, MN 55112

Invoice

Date	Invoice #
7/1/2023	1554

Bill To Jennifer Seubert, Director of Business
Hastings Public Schools - ISD #200
1000 West 11th Street
Hastings, MN 55033

Terms
Net 30

Description	Amount
AMSD Membership Dues 2023-2024	8,957.00
Total	\$8,957.00



2 PINE TREE DR, STE 101
 ARDEN HILLS, MN 55112-384
 651-638-1500

INVOICE: INV0001892
Date: Jul 01, 2023
Service: INVOICE
Customer PO:
Customer Ph:
Terms: NET 30 DAYS
Due Date: Jul 31, 2023

Page 1
of 1

Customer Number: 0200-0

HASTINGS PUBLIC SCHOOLS ISD 200
 ATTN: ACCOUNTS PAYABLE
 1000 11TH ST W
 HASTINGS, MN 55033-2597

Service Address:

HASTINGS PUBLIC SCHOOLS ISD 200
 ATTN: ACCOUNTS PAYABLE
 1000 11TH ST W
 HASTINGS, MN 55033-2597

Description	Qty	Unit Price	Total Price	Tax
GENERAL SERVICE FEE OF THE METRO ECSU. BASED OFF A FLAT RATE \$1,200.00 MBRSHIP + \$1.20/ PERSON ENROLLMENT COUNT W/ MAX \$12,000				
FY2024 MDE STUDENT COUNT @ ASSOCIATE MEMBERSHIP FLAT RATE	1.00	1,200.00	1,200.00	N
MEMBERSHIP PER STUDENT FEE FY2024	4,115.00	1.20	4,938.00	N

CONTACT: ANGELA SKRADE
 ANGELA.SKRADE@BRIGHTWORKSMN.ORG
 (612) 638 -1528

REMIT TO:
 METRO ECSU
 2 PINE TREE DRIVE, STE 101
 ARDEN HILLS, MN 55112-3840

Total Charges:	\$	6,138.00
Total Tax:	\$	0.00
Total Invoice:	\$	6,138.00
Payments:	\$	0.00
Adjustments:	\$	0.00
Total Due:	\$	6,138.00



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. Be respectful to others when performing my duties as a school board member.
2. Attend school board meetings and come to the meetings prepared for discussion of the agenda items.
4. Listen to the opinions and views of others (including, but not limited to, other school board members, administration, staff, students, and community members).
5. Support the majority decision after honoring the right of members to express opposing viewpoints and vote their convictions.
6. Recognize the integrity of my predecessors and associates and appreciate their work. Seek to understand the context of the decisions made by previous Boards.
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 with the exception of the 200 series policies which directly apply to the board.
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 and fully accept my fiduciary responsibility.

E. IN WORKING WITH THE SUPERINTENDENT OF SCHOOLS AND STAFF, I WILL:

1. Hold the superintendent responsible for the administration of the school district and accountable to the school board.
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: ISD 200 Policy 201 Legal Status of the School Board

Policy Reviewed: 08.11.2022
Policy Adopted: 02.26.2020
Policy Revised:



212 SCHOOL BOARD MEMBER DEVELOPMENT

I. PURPOSE

In recognition of the need for continuing in-service training and development for its members, the purpose of this policy is to encourage the members of the school board to participate in professional development activities designed for them so that they may perform their responsibilities.

II. GENERAL STATEMENT OF POLICY

- A. New school board members will be provided the opportunity and encouragement to attend the orientation and training sessions sponsored by the Minnesota School Boards Association (MSBA). School board members shall receive training in school finance and management developed in consultation with MSBA. New school board members are encouraged to review all policies outlined in the Board Handbook and seek clarification on all policies and procedures.
- B. The school board will strive to send two members to participate in national conferences, on a periodic basis, to be determined by the board as a whole.
- C. All school board members are encouraged to participate in school board and related workshops and activities sponsored by local and state associations, as well as in the activities of other educational groups.
- D. School board members are expected to report back to the school board with materials of interest gathered at the various meetings and workshops.
- E. The school board will reimburse the necessary expenses of all school board members who attend meetings and conventions pertaining to school activities and the objectives of the school board, within the approved policy and budget allocations of the school district relating to the reimbursement of expenses involving the attendance at workshops and conventions.

Legal References: Minn. Stat. § 123B.09, Subd. 2 (Boards of Independent School Districts)

Cross References: ISD 200 Policy 214 (Out-of-State Travel by School Board Members)
ISD 200 Policy 412 (Expense Reimbursement)

Policy Reviewed: 02.19.2020

Policy Adopted: 02.26.2020

Policy Revised:



630 GRADING

I. PURPOSE

The purpose of this policy is to provide a structure and framework for grading student learning in the district.

II. GENERAL STATEMENT OF POLICY

- A. The purpose of student grading includes:
 - 1. Communicating the achievement status of students to parents and others.
 - 2. Providing information that students can use for self-evaluation.
 - 3.
- B. Grading should reflect student performance as measured by several forms of assessment. Student performance and achievement should be assessed on classroom subject or course-determined curriculum standards and objectives.
- C. Grades reflect a combination of student achievement, student progress in learning, and other student learning factors.
- D. Student understanding of scoring criteria is a hallmark of quality standards based instruction and grading.
- E. Course or subject objectives are aligned with state standards. Grading practices will be based on assessment of students against a standard for learning.
- F. The grading system at the high school involves non-weighted grading values.

III. DEFINITIONS

- A. “Grades” an assessment tool used by teachers to communicate the achievement status of students to parents, students and others.
- B. “Progress Reports” periodic reporting that provides a grade status report for a student’s scheduled classes or coursework.
- C. “Grading Procedure” the teacher responsible for the instruction of the student’s class or course will complete the necessary assessments and provide the appropriate grade. No grade will be altered without consultation with the assigned teacher.

Policy Reviewed:

Policy Adopted: 08.23.2017

Policy Revised:



908 NAMING FACILITIES

I. PURPOSE

The purpose of this policy is to establish the criteria and procedures for granting naming rights in relation to school district facilities, including buildings and grounds.

II. GENERAL STATEMENT OF POLICY

Hastings Public Schools recognizes the importance and significance of naming school district facilities, memorials, and grounds. All school district owned facilities hold meaning for students and community members during the expected lifetime of the facility. Facility names will be consistent with the School District's mission, values, and align with the strategic plan. Facility names may reflect geographic locations, topographical characteristics, significant historical or social events, or concepts central to democracy.

III. DEFINITIONS

- A. "Facilities" are school district-owned buildings, properties and structures, including, but not limited to, spaces within buildings, outdoor fields, streets, donated property, and other areas.
- B. "Naming rights in consideration" is recognition for financial contributions, sponsorship or other commercial transactions.
- C. "Naming rights in recognition" is recognition of a significant contribution to the school district that the district wishes to honor.

IV. AUTHORITY

The school board exercises approval authority for naming all facilities.

V. PROCEDURES FOR NAMING DISTRICT PROPERTY

- A. When a new facility is acquired or constructed or a request for naming a facility is made, the superintendent will forward the facility naming considerations or request to the school board.
- B. At the direction of the school board, the board may request that the superintendent convene a committee to study the potential names and make a recommendation. In the circumstance of a newly constructed facility, the school

board will direct the superintendent or designee to establish such a committee.

- C. If a committee is established, the superintendent or designee will be charged with the responsibility of determining a process for soliciting and evaluating names. The superintendent will make the final recommendation(s) to the school board for approval. The superintendent will supply the school board with a history of the name recommendation and rationale to support the recommendation.
- D. If a committee is not established, the superintendent will make a recommendation to the school board for approval. The superintendent will supply the school board with a history of the name recommendation and rationale to support the recommendation.

VI. NAMING PROCESS AND CRITERIA

A. Naming in Consideration

The school district will not grant naming rights in exchange for contributions (financial, sponsorship or the provision of equipment, materials, land or services) made to the district.

B. Specific Naming Criteria

1. It is the policy of the district that facilities will not be named after individuals, living or deceased. This policy is not retroactive and facilities already named after individuals will retain their name unless as identified in section VII.
2. The role played by the name of a facility, space or education program in assisting employees, students and visitors to orient themselves is recognized.
3. Names must always be consistent with the district's mission and vision.
4. The long-term effects of the name must be considered.
5. The department/school affected by the name to be granted must be consulted before any decision is made.
6. The district retains all rights to discontinue any name to avoid the district being brought into disrepute, as determined by the district.

7. The proposed name will be vetted against any trademark or copyright infringement.
8. Due regard must be taken into consideration when naming a facility including historical or current context and reputation.

VII. NAME CHANGES/RE-NAMING

Once a facility is named, that name will remain with the facility unless changed or removed by the school board. Names will be changed using the same process outlined above. Names may be changed when the specific program or theme for which the facility was named changes, when the current name no longer supports the objective of the facility, or due to additions or renovations to an existing facility. Names may be removed at the discretion of the school board.

VIII. GRANTING, LIMITING, OR TERMINATING NAMING RIGHTS

Granting naming rights may be exclusive to a facility or space, or may be in conjunction with an existing name already in use. Facilities for which naming rights may be awarded are auditoriums/theaters, gymnasiums, libraries, gardens, donated properties, athletic fields and facilities, and other areas as approved by the school board.

Policy Reviewed:
Policy Adopted:
Policy Revised:



418 DRUG-FREE WORKPLACE DRUG-FREE SCHOOL

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful ~~environment~~**environment** for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, **nonintoxicating cannabinoids, 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, edible cannabinoid products, and controlled substances**~~controlled substances, toxic substances, medical cannabis, and alcohol before~~ **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 **alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances**~~or possesses alcohol, toxic substances, controlled substances, or medical cannabis~~ in any school location.
- C. **An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented , or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.**
- D. 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, malt beverage, fortified wine, or other intoxicating liquor
- 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, 21 United States Code § 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 injection, inhalation, ingestion, or by any other immediate means.
- 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; or (4) 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. “Sell” means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.
- I. “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 ~~(1) glue, cement, aerosol paint, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.~~
- J. “Use” means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection ~~includes to sell, buy, manufacture, distribute, dispense, possess, use, or be~~

~~under the influence of alcohol and/or controlled substances, whether or not for the 418-2 purpose of receiving remuneration or consideration~~

- K. ~~“Possess” means to have on one’s person, in one’s effects, or in an area subject to one’s control.~~
- L. ~~“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 schoolsponsored 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.~~

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, **or nonintoxicating cannabinoids, or edible cannabinoid products** 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 Minn. Stat. § 624.701**, Subd. 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.
- G. Possession of alcohol on school grounds pursuant to the exceptions of Minn. Stat. § 624.701, Subd. 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. 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.
2. The student may be referred to a drug or alcohol assistance or rehabilitation program and/or to law enforcement officials when appropriate.

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 418-4 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. § 152.22 (Medical Cannabis; Definitions)
 Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
 Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
 Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
 Minn. Stat. § 609.684 (Sale of Toxic Substances to Children; Abuse of Toxic Substances)
 Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
 20 U.S.C. § 7101-7165 (Safe and Drug-Free Schools and Communities Act)
 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:

~~ISD 200MSBA/MASA Model~~ Policy 416 (Drug and Alcohol Testing)
~~ISD 200MSBA/MASA Model~~ Policy 417 (Chemical Use and Abuse)
~~ISD 200MSBA/MASA Model~~ Policy 506 (Student Discipline)
~~ISD 200MSBA/MASA Model~~ Policy 516 (Student Medication)

Policy Reviewed: 09.22.2021

Policy Adopted: 08.25.2021

Policy Revised: 09.22.2021



509 ENROLLMENT OF NONRESIDENT STUDENTS

I. PURPOSE

The school district desires to participate in the Enrollment Options Program established by Minnesota Statute section 124D.03. It is the purpose of this policy to set forth the application and exclusion procedures used by the school district in making said determination.

II. GENERAL STATEMENT OF POLICY

The school district adopts specific standards for acceptance and rejection of Open Enrollment applications.

III. OPEN ENROLLMENT PROCESS

- A. Applications for enrollment under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the application will not exceed the capacity of a program, class, grade level, or school building as established by school board resolution and provided that:
1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and
 2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minnesota Statute section 124D.03.
 3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.
- B. If the school district limits enrollment of nonresident students pursuant to this section, the district shall report to the Commissioner of the Minnesota Department of Education (MDE) by July 15 on the number of nonresident ~~pupils~~ denied admission due to the limitations on the enrollment of nonresident pupils.

IV. BASIS FOR DECISIONS

- A. Standards that may be used for rejection of application

In addition to the provisions of Paragraph II.A., the school district may refuse to allow a pupil who is expelled under Minnesota Statute section 121A.45 to enroll during the term of the expulsion if the student was expelled for:

1. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade less than two and one-half inches in length, at school or a school function;
2. possessing or using an illegal drug at school or a school function;
3. selling or soliciting the sale of a controlled substance while at school or a school function; or
4. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.

B. Standards that may not be used for rejection of application

The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:

1. previous academic achievement of a student;
2. athletic or extracurricular ability of a student;
3. disabling conditions of a student;
4. a student's proficiency in the English language;
5. the student's district of residence except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or
6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in Section E. of this policy.

C. Application

The student and parent or guardian must complete and submit the "General Statewide Enrollment Options Application for K-12 and Early Childhood Special

Education (or the Statewide Enrollment Options Application for State-funded Voluntary Prekindergarten (VPK) or School Readiness Plus (SRP) Application if applicable) developed by MDE and available on its website.

The school district may require a nonresident student enrolled in a program under Minnesota Statutes, section 125A.13, or in a preschool program, except for a program under Minnesota Statutes, section 124D.151 or Laws 2017, First Special Session chapter 5, article 8, section 9, to follow the application procedures under this subdivision to enroll in kindergarten. A district must allow a nonresident student enrolled in a program under Minnesota Statutes, section 124D.151 or Laws 2017, First Special Session chapter 5, article 8, section 9, to remain enrolled in the district when the student enters kindergarten without submitting annual or periodic applications, unless the district terminates the student's enrollment under subdivision 12.

The school district shall notify the parent or guardian in writing by February 15 or within ninety (90) days for applications submitted after January 15 in the case of achievement and integration district transfers whether the application has been accepted or rejected. If an application is rejected, the district must state in the notification the reason for rejection. The parent or guardian must notify the nonresident district by March 1 or within ten (10) business days whether the pupil intends to enroll in the nonresident district.

~~an Application for Enrollment School District Enrollment Options Program developed by the Minnesota Department of Education and available on their website education.mn.gov (that enrollment form follows this policy). Go to “Students and Families,” then under “School Choice,” select “Open Enrollment.” The form is entitled, “General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education.”~~

Eligibility¶

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D. Lotteries

If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. The district must give priority to enrolling siblings of currently enrolled students, students whose applications are related to an approved integration and achievement plan, children of the school district's staff, and students residing in that part of a municipality (a statutory or home rule charter city or town) where:

1. the student’s resident district does not operate a school building;
2. the municipality is located partially or fully within the boundaries of at least five school districts;
3. the nonresident district in which the student seeks to enroll operates one or more school buildings within the municipality; and
4. no other nonresident independent, special, or common school district operates a school building within the municipality.

The process for the school district lottery must be established by school board policy and posted on the school district’s website.

E. Exclusion

1. Administrator’s initial determination

If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.

2. The superintendent may make further inquiries. If the superintendent determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

F. Termination of Enrollment

The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minnesota Statutes section 124D.03 or 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 under Minnesota Statute chapter 260A, and the student’s case has been referred to juvenile court. A “habitual truant” is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven

school days in a school year if the child is in middle school, junior high school or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days in a school year and who has not lawfully withdrawn from school under Minnesota Statute section 120A.22, subdivision 8.

1. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minnesota Statute section 120A.22, subdivision 8.
2. A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

G. Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

H. ~~Exclusion~~ ¶

~~1. Administrator's initial determination~~ ¶

~~If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.~~ ¶

~~2. Superintendent's review~~ ¶

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~~The superintendent may make further inquiries. If the superintendent determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.~~

~~¶~~

~~I. Termination of Enrollment¶~~

~~¶~~

~~The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minnesota Statutes section 124D.03 or 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 under Minnesota Statute chapter 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days in a school year and who has not lawfully withdrawn from school under Minnesota Statute section 120A.22, subdivision 8.¶~~

~~¶~~

~~1. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minnesota Statute section 120A.22, subdivision 8.¶~~

~~¶~~

~~2. A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.¶~~

~~¶~~

~~J. Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district,~~

~~who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.~~

Legal References: Minn. Stat. 120A.22. Subd. 3(e) and Subd. 8 (Compulsory Instruction)
Minn. Stat 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. § 124D.68 (Graduation Incentives Program)
Minn. Ch. 260A (Truancy)
Minn. Stat. § 260C.007, Subd. 19 (Definitions)
Minn. Op Atty. Gen. No. 169-f (August 13, 1986)
Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ., Co. No. A05-361,2005 WL 3111963 (Minn. App. 2005) (unpublished)
18 U.S.C. 930, para. (g)(2) (Definition of weapon)

Cross References: ~~ISD 200 MSBA/MASA Model Policy 506 (Student Discipline)~~
~~MSBA/MASA Model Policy 517 (Student Recruiting)~~

Policy Reviewed: 08.11.2022
Policy Adopted: 09.21.1983
Policy Revised: 09.28.2022



514 BULLYING PROHIBITION POLICY

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

II. GENERAL STATEMENT OF POLICY

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

1. ~~on school premises, on school district property, at school functions or activities, or on school transportation;~~
2. ~~by the use of electronic technology and communications on the school premises, during the school functions or activities, on the school transportation, or on the school computers, networks, forums, and mailing lists; or~~

3. by use of electronic technology and communications off the school premises to the extent such use substantially and materially disrupts student learning or the school environment.
- B. A school-aged child who voluntarily participates in a public school activity, such as a co curricular or extracurricular activity, is subject to the policy provisions applicable to the public school students participating in the activity.
 - C. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources. This policy also applies to sexual exploitation.
 - D. Malicious and sadistic conduct involving race, color, creed, national origin, sex, age, marital status, status with regard to public assistance, disability, religion, sexual harassment, and sexual orientation and gender identity as defined in Minnesota Statutes, chapter 363A is prohibited. This prohibition applies to students, independent contractors, teachers, administrators, and other school personnel.

Malicious and sadistic conduct and sexual exploitation by a school district or school staff member, independent contractor, or enrolled student against a staff member, independent contractor, or student that occurs as described in Article II.A above is prohibited.
 - E. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
 - F. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
 - G. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
 - H. False accusations or reports of bullying against another student are prohibited.
 - I. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school

district's policies and procedures, including the school district's discipline policy (See ~~ISD 200MSBA/MASA Model~~ Policy 506). The school district may take into account the following factors:

1. The developmental ages and maturity levels of the parties involved;
2. The levels of harm, surrounding circumstances, and nature of the behavior;
3. Past incidences or past or continuing patterns of behavior;
4. The relationship between the parties involved; and
5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- J. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:
 1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
 2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, “bullying,” specifically includes cyberbullying, malicious and sadistic conduct, and sexual exploitation as defined in this policy.

- B. “Cyberbullying” means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. “Intimidating, threatening, abusive, or harming conduct” means, but is not limited to, conduct that does the following:
 - 1. Causes physical harm to a student or a student’s property or causes a student to be in reasonable fear of harm to person or property;
 - 2. Under Minnesota common law, violates a student’s reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
 - 3. Is directed at any student or students, including those based on a person’s actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. “Malicious and sadistic conduct” means creating a hostile learning environment by acting with the intent to cause harm by intentionally injuring another without just cause or reason or engaging in extreme or excessive cruelty or delighting in cruelty.
- F. “On school premises, on school district property, at school functions or activities, or on school transportation” means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, 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 grounds, 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 bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

- G. "Prohibited conduct" means bullying or cyberbullying, malicious and sadistic conduct, sexual exploitation, ~~as defined in this policy~~ or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about prohibited conduct ~~bullying~~.
- H. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- I. "Student" means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee

shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.

- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action.

Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (ISD 200 Hastings Policy 506) and other applicable school district policies; and applicable regulations.

- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

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

VII. TRAINING AND EDUCATION

- A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.
- B. The school district shall require ongoing professional development, consistent with Minnesota Statutes section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:
 - 1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
 - 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
 - 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
 - 4. The incidence and nature of cyberbullying; and
 - 5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing

conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
 2. Partner with parents and other community members to develop and implement prevention and intervention programs;
 3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
 4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
 5. Teach students to advocate for themselves and others;
 6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
 7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See [ISD 200Hastings](#) Policy 515) in the student handbook.

VIII. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy ~~or a summary thereof~~ must be conspicuously posted **throughout each school building**, in the administrative offices of the school district, and in the office of each school.
- C. This policy must be **distributed**~~given~~ to each school **district or school** employee and independent contractor **at the time of hiring or contracting**, ~~who regularly interacts with students at the time of initial employment with the school district.~~
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (**ISD 200Hastings Policy 506**) distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. **Each school must develop a process for discussing this policy with students, parents of students, independent contractors, and school employees.**
- G. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minnesota Statutes section 121A.031 **and 121A.0312** and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definitions)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Model Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.032 (Malicious and Sadistic Conduct)
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. Ch. 124E (Charter Schools)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)

20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References: ~~ISD 200MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)~~
ISD 200MSBA/MASA Model Policy 413 (Harassment and Violence)
ISD 200MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
ISD 200MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
~~ISD 200MSBA/MASA Model Policy 423 (Employee-Student Relationships)~~
ISD 200MSBA/MASA Model Policy 501 (School Weapons Policy)
ISD 200MSBA/MASA Model Policy 506 (Student Discipline)
ISD 200MSBA/MASA Model Policy 507 (Corporal Punishment and Prone Restraint)
ISD 200MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
ISD 200MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
ISD 200MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy ~~Sex Nondiscrimination Policy, Title IX Grievance Procedure and Process~~)
ISD 200MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
~~ISD 200MSBA/MASA Model Policy 525 (Violence Prevention)~~
ISD 200MSBA/MASA Model Policy 526 (Hazing Prohibition)
~~ISD 200MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)~~
ISD 200MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
~~ISD 200MSBA/MASA Model Policy 711 (Video Recording on School Buses)~~
ISD 200MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Policy Reviewed: 02.08.2022
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Policy Revised: 02.23.2022



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

1. "Directory information", under federal law, 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:
 - ~~4~~a. a student's social security number;
 - ~~b~~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;
 - ~~c~~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;
 - ~~d~~4. personally identifiable data which references religion, race, color, social position, or nationality; or
 - ~~e~~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.
2. Under Minnesota law, a school district may not designate a student's home address, telephone number, email address, or other personal contact information as "directory information".

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 ~~that are~~**which**:
 - (1) are in the sole possession of the maker of the record; ~~and~~
 - (2) used as a personal memory aid;**
 - ~~(3)~~ are not accessible or revealed to any other individual except a substitute teacher; and
 - ~~(4)~~ 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 **are education records.**

- 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~~~~government~~ entity or entity under contract with a government entity designed to eliminate disparities and advance ~~enquiries~~~~enquiries~~ in ~~educational~~~~educational~~ achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other ~~government~~~~government~~ services. Education support services data does not include welfare data under Minnesota Statutes, section 13.46.

~~Unless Otherwise~~~~Unless otherwise~~ provided by law, all education support services data are private data on individuals and must not be disclosed except according to ~~Minnesota~~~~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 Superintendent or designee. ~~*[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.

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~~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

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. Educational Data Classification

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:
 - a. Minnesota Statutes, section 13.32, subdivision 5; and
 - b. United States Code, title 20, section 1232g, and Code of Federal Regulations, title 34, section 99.37, which were in effect on January 3, 2012.
2. The school district may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under this section.
3. When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

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~~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. ~~When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.~~
2. ~~The school district shall~~Annually give annual~~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 [Minnesota Statutes, chapter 260E 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 [Minnesota Statutes, chapter 260E Minn. Stat. § 626.556, Subd. 11](#).

Regardless of whether a written report is made under [Minnesota Statutes, chapter 260E 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 [Minnesota Statutes, section 13.393](#)~~section 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, ~~Minnesota Statutes, section 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 ~~the first day of school~~ ~~[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.

~~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.

~~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.

~~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.~~
~~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 ~~the Superintendent or designee~~~~[designate title and actual name of individual]~~.
~~the Superintendent or designee~~
- 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.~~
~~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. § 13.32, Subd. 5 \(Directory Information\)](#)
Minn. Stat. § 13.393 (Attorneys)
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 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)

Minn. Stat. Ch. 256L (MinnesotaCare)
 Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
 Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
 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)
 20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
 25 U.S.C. § 5304 (Definitions – Tribal Organization)
 26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
 42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
 42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
 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. 273 309 (2002)
 Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References: ~~ISD 200MSBA/MASA Model~~ Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
~~ISD 200 MSBA/MASA Model~~ Policy 417 (Chemical Use and Abuse)
~~ISD 200MSBA/MASA Model~~ Policy 506 (Student Discipline)
~~ISD 200MSBA/MASA Model~~ Policy 519 (Interviews of Students by Outside Agencies)
~~ISD 200MSBA/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



524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

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

III. LIMITED EDUCATIONAL PURPOSE

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

IV. USE OF SYSTEM IS A PRIVILEGE

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

V. UNACCEPTABLE USES

- A. The following uses of the school district system and Internet resources or accounts are considered unacceptable:
1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:
 - a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
 2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
 3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.
 4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.
 5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information,

or files without the implied or direct permission of that person.

6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).

b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:

(1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or

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

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

c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or

another individual on social networks, including, but not limited to, social networks such as “Facebook,” “Twitter,” “Instagram,” “Snapchat,” and “Reddit,” and similar websites or applications.

7. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person’s account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.
 8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person’s property without the person’s prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
 9. Users will not use the school district system (to include electronic messaging) for conducting business, for unauthorized commercial purposes, for outside organizational information, or for personal/financial gain unrelated to the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
 10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district’s Bullying Prohibition Policy (ISD 200 ~~MSBA/MASA Model~~ Policy 514). This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.
- B. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations include, but are not limited to, situations where the school district system is compromised or if a school district employee or student is negatively impacted. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under

other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

- C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

- A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
 - 1. Obscene;
 - 2. Child pornography; or
 - 3. Harmful to minors.
- B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:
 - 1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
 - 2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 - 3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

- D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

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

VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents have the right at any time to investigate or review the contents of their child's files and email files. Parents have the right to request the termination of their child's individual account at any time.
- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and email files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).
- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

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

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user’s own risk. The system is provided on an “as is, as available” basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or misdeliveries or nondeliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
 - 1. Notification that Internet use is subject to compliance with school district policies.
 - 2. Disclaimers limiting the school district’s liability relative to:
 - a. Information stored on school district diskettes, hard drives, or servers.
 - b. Information retrieved through school district computers, networks, or online resources.
 - c. Personal property used to access school district computers,

networks, or online resources.

- d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.
6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Policy 406, Public and Private Personnel Data, and Policy 515, Protection and Privacy of Pupil Records.
7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

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

3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.
5. A statement that the school district's acceptable use policy is available for parental review.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

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

requirements to ensure appropriate security safeguards for educational data. The contract must require that:

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

XIV. SCHOOL-ISSUED DEVICES

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

and the access is limited to that purpose;

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

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

XV. CELL PHONE USE

A. Students are prohibited from using cell phones and other electronic communication devices during the instructional day. Students also are prohibited from using a cell phone or other electronic communication device to engage in conduct prohibited by school district policies including, but not limited to, cheating, bullying, harassment, and malicious and sadistic conduct.

B. If the school district has a reasonable suspicion that a student has violated a school policy, rule, or law by use of a cell phone or other electronic communication device, the school district may search the device. The search of the device will be reasonably related in scope to the circumstances justifying the search.

C. Students who use an electronic communication device during the school day and/or in violation of school district policies may be subject to disciplinary action pursuant to the school district's discipline policy. In addition, a student's cell phone or electronic communication device may be confiscated by the school district and, if applicable, provided to law enforcement. Cell phones or other electronic communication devices that are confiscated and retained by the school district will be returned in accordance with school building procedures.

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

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

XVII. IMPLEMENTATION; POLICY REVIEW

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in
Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
15 U.S.C. § 6501 *et seq.* (Children’s Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children’s Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy area Sch. Dist. v. B.L., 594 U.S. 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733,
21 L.Ed.2d 731 (1969)
United States v. Amer. Library Assoc., 539 U.S. 1942003)
~~*Mahanoy area Sch. Dist. v. B.L.*, 594 U.S. 141 S. Ct. 2038 (2021)¶~~
~~*Tinker v. Des Moines Indep. Cmty. Sch. Dist.*, 393 U.S. 503, 89 S.Ct. 733,
21 L.Ed.2d 731 (1969)¶~~
~~*United States v. Amer. Library Assoc.*, 539 U.S. 1942003)~~
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D.
Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), *aff’d* on
other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee’s Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III

Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Cross References: ~~MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)~~
ISD 200~~MSBA/MASA Model~~ Policy 406 (Public and Private Personnel Data)
ISD 200~~MSBA/MASA Model~~ Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
ISD 200~~MSBA/MASA Model~~ Policy 506 (Student Discipline)
ISD 200~~MSBA/MASA Model~~ Policy 514 (Bullying Prohibition Policy)
ISD 200~~MSBA/MASA Model~~ Policy 515 (Protection and Privacy of Pupil Records)
ISD 200~~MSBA/MASA Model~~ Policy 519 (Interviews of Students by Outside Agencies)
ISD 200~~MSBA/MASA Model~~ Policy 521 (Student Disability Nondiscrimination)
ISD 200~~MSBA/MASA Model~~ Policy 522 (Student Sex Nondiscrimination)
ISD 200~~MSBA/MASA Model~~ Policy 603 (Curriculum Development)
~~MSBA/MASA Model Policy 604 (Instructional Curriculum)~~ ISD 200~~MSBA/MASA Model~~ Policy 606 (Textbooks and Instructional Materials)
ISD 200~~MSBA/MASA Model~~ Policy 806 (Crisis Management Policy)
~~MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)~~

Policy Reviewed: 12.09.2020
Policy Adopted: 01.27.2021
Policy Revised: 01.27.2021



532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEP's FROM SCHOOL GROUNDS

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to remove, if necessary, a student with an individualized education program (IEP) from school grounds.

II. GENERAL STATEMENT OF POLICY

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

All students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

- A. **"Student with an IEP"** or **"the student"** means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).
- B. **"Peace officer"** means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the

full power of arrest. The term “peace officer” includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

- C. **“Police liaison officer”** is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students.
- D. **“Crisis team”** means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.
- E. The phrase **“remove the student from school grounds”** is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.
 - F. **“Emergency”** means a situation in which immediate intervention is necessary to protect a student or other individual from physical injury, emotional abuse due to verbal and nonverbal gestures, or to prevent severe property damage.
- G. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

IV. **REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS**

A. **Removal By Crisis Team**

If the behavior of a student with an IEP escalates to the point where the student’s behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building’s crisis team may be summoned. The crisis team may attempt to de-escalate the student’s behavior by means including, but not limited to, those described in the student’s IEP and/or behavior intervention plan. When such measures fail, or when the crisis team determines that the student’s behavior continues to endanger or may endanger the health, safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds.

If the student’s behavior cannot be safely managed, school personnel may immediately request assistance from the police liaison officer or a peace officer.

B. **Removal By Police Liaison Officer or Peace Officer**

If a student with an IEP engages in conduct which endangers or may endanger the

health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the police liaison officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. **Reasonable Force Permitted**

In removing a student with an IEP from school grounds, a building administrator, other crisis team members, or the police liaison officer or other agents of the school district, whether or not members of a crisis team, 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.

In removing a student with an IEP from school grounds, police liaison officers and school district personnel are further prohibited from engaging in the following conduct:

1. Requiring the student to assume and maintain a specified physical position, activity, or posture that induces physical pain as an aversive procedure;
2. Presenting intense sounds, lights, or other sensory stimuli as an aversive stimulus;
3. Using noxious smell, taste, substance, or spray as an aversive stimulus;

4. Denying or restricting the student's access to equipment and devices such as hearing aids and communication boards that facilitate the student's functioning except temporarily when the student is perceived to be destroying or damaging equipment or devices;
5. Using faradic skin shock;
6. Restricting, totally or partially, the student's auditory or visual sense, except that study carrels may be used as an academic intervention;
7. Withholding regularly scheduled meals or water; and/or
8. Denying the student access to toilet facilities.

Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

D. **Parental Notification**

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal.

E. **Continued Removals; Review of IEP**

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. **Effect of Policy in an Emergency; Use of Conditional Procedures**

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more conditional procedures, the crisis team may employ those conditional procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds. If the crisis team initiates use of conditional procedures in an emergency, the student's IEP team shall meet as soon as possible, but no later than five (5) school days after emergency procedures have commenced.

Legal References: Minn. Stat. § 13.01, *et seq.* (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67 (Removal by Police Officer)
Minn. State §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
20 U.S.C. § 1415(k)(69) (Individuals with Disabilities Education Act (IDEA))
34 C.F.R. § 300.53529 (Referral to and Action by Law Enforcement and Judicial Authorities)
~~20 U.S.C. 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))~~
~~¶~~
~~Minn. Rule 3525.0200, Subp. 2c (Definition of “Emergency”)~~¶
~~Minn. Rule 3525.2900, Subp. 5 (The IEP and Regulated Interventions)~~

Cross References: ~~ISD 200MSBA/MASA~~ Policy 506 (Student Discipline)
~~ISD 200MSBA/MASA~~ Policy 507 (Corporal Punishment and Prone Restraint)
~~MSBA/MASA Policy 525 (Violence Prevention)~~
~~ISD 200 MSBA/MASA~~ Policy 515 (Protection and Privacy of Pupil Records)
~~ISD 200 MSBA/MASA~~ Policy 806 (Crisis Management Policy)
~~MSBA/MASA Policy 515 (Protection and Privacy of Pupil Records)~~

Policy Reviewed: 08.11.2022
Policy Adopted: 10.25.2006
Policy Revised: 09.28.2022



534 UNPAID MEAL CHARGES

I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, ~~families~~parent(s)/guardian(s), and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for a la carte items or seconds ~~school meals~~ as well as to maintain the financial integrity of the school nutrition program.

~~H. GENERAL STATEMENT~~

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

II. PAYMENT OF MEALS

A. ~~The school district will utilize a prepaid system for food service program meals. We encourage families and employees to keep a positive balance in their account(s) to ensure that students and employees have sufficient funds.~~

All a la carte items or second meal purchases are to be prepaid before meal service begins on the district website under: Parents - Online Payments - Food Service/MealPay Plus. A student who does not have sufficient funds will not be allowed to charge a la carte items or a second meal until additional money is deposited in the student's account.

B. A school that participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage at or above the federal percentage determined for all meals to be reimbursed at the free rate must participate in the federal Community Eligibility Provision in order to participate in the free school meals program. ~~It is the parent(s)/guardian(s)'s or employee's responsibility to monitor their meal account balances and send money on a regular~~

~~basis to keep the meal accounts current. The district encourages all participants to sign up for and utilize the district's online school meal prepayment system.~~

- C. Each school that participates in the free school meals program must:
1. participate in the United States Department of Agriculture School Breakfast Program and the United States Department of Agriculture National School Lunch Program; and
 2. provide to all students at no cost up to two federally reimbursable meals per school day, with a maximum of one free breakfast and one free lunch.

~~The school district receives school lunch aid under Minn. Stat. § 124D.111. Therefore, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance. Parent(s)/guardian(s) may apply for free or reduced-price meals anytime during the school year. Meal applications are distributed to all parent(s)/guardian(s) in the district prior to the student's first day of classes. Applications are also available at the District Office, in the Main Office of each school building, as well as on the district website. If household income or size~~

~~ff~~

~~ff~~

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

- D. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meal balance.~~If a parent/guardian chooses to send in one payment that is to be divided between sibling accounts, the parent/guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent/guardian.~~
- E. When the student has a negative balance, the student will not be allowed to charge a snack item.
- F. If a parent/guardian chooses to send in one payment that is to be divided between sibling accounts, the parent/guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent/guardian.

III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

- A. The school district will make reasonable efforts to notify families~~parent(s)/guardian(s)~~ and employees of a low account balance when the account is ~~is at or below~~ \$90.00, via the district's automated alert notification system. Reminders for payment of outstanding student meal balances will not

demean or stigmatize any student participating in the school lunch program. A meal will not be taken away from a student with an overdrawn account.”

- B. ~~Families~~Parent(s)/guardian(s) will be notified of an outstanding ~~receive~~ a negative balance notification when their student’s account is below \$90.00, twice per week via the district’s automated alert notification system.
- ~~C.D.~~ Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program, including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students’ names publicly, providing alternative meals not specifically related to dietary needs; providing non reimbursable meals; or affixing stickers, stamps, or pins.
- D. When an account balance reaches negative \$50, the Food & Nutrition Services Department shall notify the parent(s)/guardian(s) via letter. Such letter shall notify the parent(s)/guardian(s) of the expectation that the account be brought to a positive balance within ten days or as specified in a repayment plan, and will include a meal application (if one is not already on file).
- E. When an account balance reaches negative \$75, building principals shall contact the parent(s)/guardian(s) via phone to communicate the expectation that the account be brought to a positive balance within ten days or as specified in a repayment plan.

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

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

IV. UNPAID MEAL CHARGES

- A. The school district will make reasonable efforts to communicate with ~~families~~parent(s)/guardian(s) to resolve the matter of unpaid charges. Where appropriate, ~~families~~parent(s)/guardian(s) may be encouraged to apply for free and reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt ~~from parent(s)/guardian(s)~~. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. Negative balances of more than \$100, not paid prior to the end of the school year, will be turned over to the superintendent or superintendent’s designee for

collection. In some instances, the school district does use a collection agency to collect unpaid school meal debts after reasonable efforts first have been made by the school district to collect the debt. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.

- D. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- E. The school district will not impose any other restriction prohibited under Minnesota Statutes section 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

V. COMMUNICATION OF POLICY

- A. This policy and any pertinent supporting information shall be provided in writing or via the student handbook to:
 - 1. All households at or before the start of each school year;
 - 2. Students and ~~families~~parent(s)/guardian(s) who transfer into the school district, at the time of enrollment; and
 - 3. All school district personnel who are responsible for enforcing this policy.
- B. The school district ~~will~~may post the policy on the school district's website, in addition to providing the required written notification described above.
- C. If the school district contracts with a third party for its meal services, it will provide the vendor with its school meals policy. The school district will ensure that any third-party provider with whom the school district enters into either an original or modified contract after July 1, 2021, adheres to the school district's school meals policy.

Legal References:

Minn. Stat. § 123B.37 (Prohibited Fees)
Minn. Stat. § 124D.111, Subd. 4 (School Meals Policies;
Lunch Aid; Food Service Accounting)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids
Act)
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)
USDA Policy Memorandum SP 46-2016, Unpaid Meal
Charges: Local Meal Charge Policies (2016)

USDA Policy Memorandum SP 47-2016, Unpaid Meal
Charges: Clarification on Collection of Delinquent Meal
Payments (2016)

USDA Policy Memorandum SP 23-2017, Unpaid Meal
Charges: Guidance and Q&A

~~Minn. Op. Atty. Gen. 169j (May 14, 2019) (Letter to
Ricker)~~

Cross References:

None

Policy Reviewed: 05.29.2020

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Policy Revised: 06.01.2020



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 **School Bus Safety** 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 instructional 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 Minn. Stat. § 169.446, Subd. 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.

C. Active Transportation Safety Training

1. Training required
 - a) The school district must provide public school pupils enrolled in kindergarten through grade 3 with age-appropriate active transportation safety training. At a minimum, the training must include pedestrian safety, including crossing roads.

- b) The school district must provide pupils enrolled in grades 4 through 8 with age-appropriate active transportation safety training. At a minimum, the training must include:
 - (1) pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique; and
 - (2) bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques.

2. Deadlines

- a) Students under subdivision 1, paragraph (a), who are enrolled during the first or second week of school and have not previously received active transportation safety training specified in that paragraph must receive the safety training by the end of the third week of school
- b) Students under subdivision 1, paragraph (b), who are enrolled during the first or second week of school and have not previously received active transportation safety training specified in that paragraph must receive the safety training by the end of the sixth week of school.
- c) Students under subdivision 1, paragraph (a) or (b), who enroll in a school after the second week of school and have not received the appropriate active transportation safety training in their previous school district must undergo the training or receive active transportation safety instructional materials within four weeks of the first day of attendance.
- d) The school district and a nonpublic school may provide kindergarten pupils with active transportation safety training before the first day of school.

3. Instruction

- a) The school district may provide active transportation safety training through distance learning.
- b) The district and a nonpublic school must make reasonable accommodations for the active transportation safety training of pupils known to speak English as a second language and pupils with disabilities.

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 709-3 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~~Student 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) 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.

(2) 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.

(3) 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 miles per hour or more above the posted speed limit;
 2. reckless driving;
 3. improper or erratic traffic lane changes;
 4. following the vehicle ahead too closely;

5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;
 6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession
- 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 709-6 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 709-7 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.
 - a) Acceptable Example: Address #1 each morning, Address #2 each afternoon.
 - b) 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 handheld 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 Minn. Stat. § 169.011, Subd. 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. Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, Code of Federal Regulations, title 49, part 571. ~~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 709-9 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 709-10 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 ~~pre-trip~~ 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 Minn. Stat. § 122A.18, Subd. 8, or Minn. Stat. § 123B.03 for school district employees; Minn. Stat. § 144.057 or Minn. Stat. Ch. 245C for day care employees; or Minn. Stat. § 171.321, Subd. 3, for all other persons operating a type III vehicle under this section

- d) Operators shall submit to a physical examination as required by Minn. Stat. § 171.321, Subd. 2.
- e) The operator's employer requires ~~pre-employment~~ ~~preemployment~~ drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minn. Stat. § 181.951, Subds. 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 Minn. Stat. § 171.321, Subd. 5.
- g) A person who sustains a conviction, as defined under Minn. Stat. § 609.02, of violating Minn. Stat. § 169A.25, § 169A.26, § 169A.27 (driving while impaired offenses), or § 169A.31 (alcohol related school bus driver offenses), or whose driver's license is revoked under Minn. Stat. §§ 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 Minn. Stat. § 171.3215, Subd.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 Minn. Stat. § 609.02, of a moving offense in violation of Minn. Stat. Ch. 169 within 3 years of the first of 3 other moving offenses is precluded 709-12 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 Minn. Stat. § 123B.90, Subd. 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 Minn. Stat. § 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 Minn. Stat. § 171.321, Subd. 2.
 - e) The operator has a valid driver’s license and has not sustained a conviction of a disqualifying offense as set forth in Minn. Stat. § 171.02, Subd. 2a(h) - 2a(j).
 - f) The operator has been trained in the proper use of child safety 709-13 restraints as set forth in the National Highway Traffic Safety Administration’s “Guideline for the Safe Transportation of Preschool 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.
- D. 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.
- E. 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 Minn. Stat. § 171.321, Subd. 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, 709-15 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. § 123B.935 \(Active Transportation Safety Training\)](#)
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. Part 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)
49 C.F.R. Part 571 (Federal Motor Vehicle Safety Standards)

Cross References:

~~ISD 200 MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)~~
~~ISD 200 MSBA/MASA Model Policy 506 (Student Discipline)~~
~~ISD 200 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)¶¶

Policy Reviewed:
Policy Adopted:
Policy Revised:

08.21.2019



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Hastings Public Schools solicited proposals for Transportation Services per MN statute 123B.52. The District published the Request for Proposal notice in the Hasting Journal on January 26 and February 2, 2023 publications. The District did not receive proposals from potential transportation contractors from this proposal request. The District then directly negotiated with Hastings Bus Company, the District's current transportation provider, for the 2023-24 and 2024-25 school years in the spring of 2023.

During the negotiations, both the contract language and the transportation rates were discussed and adjusted as part of the negotiation process. The contract was structurally changed to reflect that the contract was not based on or referred to bid specifications. Hastings Bus Company Insurance requirements were another area of the contract that was updated per the recommendations of the District's insurance provider.

Contracted rate increases were negotiated. The cost of transportation contracted has increased for the 2023-24 school year by 11.6%. The District is seeing a higher-than-normal increase in rates due to several factors.

1. Legislative law changes. In the 2023 legislative session, the State of Minnesota passed the Earned Sick and Safe Time law. This law mandates that employers provide paid sick and safe time for employees that work more than 80 hours per year. This legislative change alone added a 1% cost increase to the transportation contract.
2. Negotiated contract rates are below market rates. The District has been receiving favorable rates from Hastings Bus Company which are significantly lower than comparable districts. Even with the 11.6% increase for the 2023-24 school year, the daily rate of \$346.00 is lower than the daily rates of Osseo Area Schools \$354.40 , Robbinsdale \$426.41 , Fridley Public Schools \$412.00, Wayzata Public Schools \$437.61. (Rates adjusted for 4 hour contract time.)
3. Consumer Price index (CPI) topped 8.1% inflation rate. The costs of equipment, Fuel, and Labor has increased significantly since the Covid-19 pandemic and the resulting School Bus Driver shortage.

The rate for year two of the contract is an increase of 3% or CPI, whichever is higher. CPI has taken a sharp decrease, and CPI in May 2023 is at 1.8%. If the trend continues, I expect a 3% increase for the 2024-25 School year.

The estimated 2-year contract increase of 14.6% is priced below other area school district contracts. The long history that Hastings Bus has with the District and the additional costs of operating transportation service makes the transportation contract a fair and sustainable contract between Hastings Bus Company and Hastings Public Schools.

Rich Enga
Director of Transportation Analytics and Technology
Center for Effective School Operation

Hastings Independent School District 200 PUPIL TRANSPORTATION SERVICES CONTRACT

In accordance with Minnesota Statutes, section 123(b).52, subdivision 1 or 3, this Contract ("Contract") is made and entered into as of the 17th day of July 2023, by and between Independent School District 200, Hastings, Dakota County, Minnesota, hereinafter called "District" and Minnesota Coaches Inc dba Hastings Bus Company, Hastings, Dakota County, Minnesota hereinafter called "Contractor."

WITNESSETH

WHEREAS, District has selected Contractor to provide the pupil transportation services described herein; and

WHEREAS, Contractor desires to provide such pupil transportation service to District,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

1 TERM

1.1 The term of this Contract shall commence July 1, 2023 and shall continue through June 30, 2025. For purposes of this Contract, the term "Contract Year" shall mean each one-year period commencing July 1 during the term of this Contract. In addition, the District reserves the right to extend and or negotiate the Contract for additional years. The School District shall have the right to terminate the Contract for cause effective with the beginning of the school year by giving ninety (90) days' written notice.

2 SCOPE OF SERVICES REQUIRED

2.1 Contractor shall furnish equipment and personnel sufficient to provide daily transportation of students within the District for the Contract Years within the Term, to the various schools according to a time schedule and/or routes determined by District as described herein in this Contract.

2.2 Contractor shall furnish equipment and personnel as required by District to provide daily transportation of students outside the district to such locations according to the students' needs as described herein this Contract.

2.3 Contractor shall furnish equipment and personnel as required by District to provide extracurricular and athletic trips as described herein this Contract.

2.4 Contractor shall design, route, and schedule the REGULAR TRANSPORTATION routes per the time schedules, school locations, and other parameters set by District as described herein this Contract.

3 COMPENSATION AND BILLING,

3.1 In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Exhibit A attached hereto and made a part hereof, as may be adjusted from time to time as provided herein.

3.1.1 REGULAR TRANSPORTATION - TO / FROM / MIDDAY

3.1.1.1 In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Exhibit A attached hereto no later than fifteen (15) calendar days after the receipt and Contract of invoice. Contractor will invoice the District twice per month for Regular Education routes.

3.1.1.1.1 Contractor will provide regular education invoices in the following format, first day of the month through the 15th of the month and the 16th of the month through the last day of the month. The invoice will include information that allows District to verify the amounts charged.

3.1.1.2 Payments to Contractor by District will be made twice per month.

3.1.2 SPECIALIZED SERVICES - TO / FROM / MIDDAY / SHUTTLES

3.1.2.1 In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Exhibit A attached hereto no later than thirty (30) calendar days after the receipt and Contract of invoice. Contractor will invoice District monthly for specialized services routes

3.1.2.1.1 Contractor will provide specialized services invoices monthly. The invoice will include information that allows District to verify the amounts charged.

3.1.2.2 Payments to the Contractor by District will be made on a monthly basis.

3.1.3 EXTRACURRICULAR / ATHLETIC TRIPS

3.1.3.1 In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Exhibit A attached hereto no later than thirty (30) calendar days after the receipt and Contract of invoice.

3.1.3.1.1 Contractor will provide extracurricular/athletic trip services invoices monthly. The invoice will

include information that allows District to verify the amounts charged.

3.1.3.2 Payments to the Contractor by District will be made on a monthly basis.

3.2 The hours available to the District include time to get to and from the bus terminal (before and after routes). On Regular Ed Routes, the time spent during the first three (3) weeks of school, or when there is unusual traffic delays, or during inclement weather may exceed the time allowed. No additional compensation will be paid for delays resulting from unusual traffic, inclement weather, or other occurrences that impact route times on a day-to-day basis without changing the time generally required to run the route.

3.3 District reserves the right to reduce, or expand the number of Contractor buses, and to adjust the Contract because of the change. The change in the Contract will be discussed with Contractor before changes are made. If more than 3 Regular Ed buses are added or subtracted from the current system, each party has the right to ask to open the Contract for negotiations.

3.4 In the event that the yearly number of days transportation is required is reduced or expanded, District will alter the Agreement on a pro-rated basis.

3.5 Extracurricular, Athletic, and Field trips shall be billed from the Contractor terminal allowing travel time to the load location to serve the scheduled time until the return to the school and reasonable time to return to the Contractor terminal if the bus is returning to Contractor terminal.

3.6 If annual transportation days is reduced or expanded from 169 days, District and Contractor shall negotiate, in good faith, adjusted Rates pursuant to Exhibit A and shall mutually agree in writing.

4 TRANSPORTATION SERVICES REQUIRED

4.1 Regular Transportation

4.1.1 Type of transportation: school bus service for public, non-public and kindergarten.

4.1.2 Transportation for public and non-public schools.

4.1.3 To and from the assigned bus stops, and to various buildings as assigned.

4.1.4 Route information is routed and available through the District's bus routing system.

4.1.5 Contractor shall have adequate spare buses to take care of emergencies and field trips.

4.1.6 Bus drivers and Contractor are asked to cooperate in maintenance of bus stops. Safety, age of students and traffic conditions will be considered in routing and assignment of bus stops.

4.2 Extracurricular/Athletic Trips

- 4.2.1 Contractor is authorized to accept field/athletic trip orders only from designated District personnel.

4.3 Special Services Transportation

- 4.3.1 Type of transportation: School bus service and Type III vehicle use for Special Education and students with special needs to locations in and out of the service area for District.
- 4.3.2 Transportation for public and non-public schools and other locations as required.
- 4.3.3 From home of the special needs students to various locations.
- 4.3.4 Contractor shall have adequate spare buses to take care of emergencies.
- 4.3.5 The starting time of schools and routes will be determined by District.
- 4.3.6 District reserves the right to change or alter routes. In the event such a change is necessary, District shall give Contractor reasonable notice of the change in writing.
- 4.3.7 Type of service provided:
 - 4.3.7.1 Wheelchair -a lift bus is required for some students
 - 4.3.7.2 Car Seats/Booster Seats-are required for some students
 - 4.3.7.2.1 District will reimburse Contractor for car seats needed for Hastings Public Schools students when the original receipt is provided to District.
 - 4.3.7.3 Half-Day Schools have some students attending A.M. or P.M. Sessions only.

4.4 Routing Services

- 4.4.1 Contractor shall design and schedule the REGULAR TRANSPORTATION routes and operate the buses according to the routes established. District or its designated agent will be responsible for routing special education.
 - 4.4.1.1 Routes shall be offered to Contractor at the rates identified in Exhibit A.
 - 4.4.1.2 Contractor shall also furnish District with any concerns associated with the routes on an ongoing basis.

- 4.5 Routes may be modified by District to ensure the timely delivery of students to and from school.

4.5.1 Modifications shall not be made for seasonal changes, road construction, or other temporary conditions unless District determines that it is needed in order to get students to school on time.

4.6 District reserves the right to contract with other vendors or operate its own buses for low incidence transportation services if it is more economical for District to do so.

5 FUEL

5.1 Contractor shall furnish all fuel to be used in its performance of this Contract.

5.2 Fuel Escalation Clause. The Fuel Escalation Clause base will be \$2.25 per gallon diesel and gasoline, with the ceiling being \$2.75 per gallon diesel and gasoline. If fuel falls below the base, Contractor will reimburse District for the difference between the actual cost and the base. If fuel rises above the ceiling, District will reimburse Contractor for the difference between the actual cost and the ceiling. The amount will be in the form of a check sent with the fuel clause invoice. Fuel clause invoices and payments will be made monthly. All costs are calculated by the average cost of fuel per gallon for the month minus federal tax.

5.2.1 Record Keeping: Contractor shall be required to maintain complete, detailed and accurate records of all fuel used by it, the prices paid therefore, the amount of fuel used for District transportation, mileage records and all such other pertinent information required to effectuate the terms of this Contract, and shall provide same to District upon request at reasonable times.

6 SERVICE CONDITIONS

6.1 During the Contracted route times, the District reserves the right to direct the operation of Contractor's buses as it deems necessary.

6.2 The number of students transported shall not exceed the rated manufacturer's capacity. Scheduling of the students for arrival at the various school locations shall conform to the schedule established by District.

6.3 Students with special needs shall be picked up immediately in front or as near as possible to the home on a curb-to-curb basis. A student shall load or unload at home or school only from the right side of the vehicle unless escorted across the street by an aide.

6.4 Contractor shall understand that information regarding students and routes is confidential and shall be responsible for the training of all employees regarding confidentiality.

6.5 Due to the fact that Contractor has the ability to access confidential data, District reserves the right to access Contractor's computer system upon prior written notice to the extent reasonably required to confirm that proper District procedures are being maintained to protect this data. District may require Contractor to implement specific data privacy procedures to assure that their

data is secure, provided that any third-party costs associated with such additional procedures shall be paid by District.

6.6 Identification badges shall be provided for all drivers operating vehicles under this Contract. These shall be provided at the expense of Contractor.

7 CONTRACTOR RESPONSIBILITIES

7.1 Contractor shall comply with applicable provisions of the State of Minnesota Motor Vehicle Code, State Board of Education rules and regulations relating to student transportation, the construction, design, and operation of equipment, safety accessories for equipment, vehicle codes and other applicable laws, and rules and regulations prescribed by Federal, State and County Government relating to the transportation of students.

7.2 Contractor shall comply with District's adopted transportation policies and regulations provided that any Material Change shall be delivered to Contractor within ten (10) business days of adoption and Contractor shall have twenty-four (24) hours to acknowledge receipt of material change in writing. Immediate non-compliance due to a Material Change shall not be a material breach pursuant to Section 1.1.

7.3 Contractor and District shall cooperate with each other in maintaining a good public relations program with the community.

7.4 Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder; provided, however, that District shall have the right to require Contractor to remove from service under this Contract any employee who, at District's sole discretion, is deemed unsuitable for the performance of transportation services for District; and provided further that District shall make such request in writing and state the reasons therefore.

7.5 Contractor shall employ a sufficient number of qualified drivers and support personnel to assure District of continuous and reliable service. The Contractor will consistently conduct a proactive recruitment campaign and periodically update the District on these efforts. Contractor shall provide qualified drivers, trained and licensed in accordance with the laws of this State and the rules and regulations of District.

7.6 Contractor shall be highly selective in the employment of drivers. Contractor is required to utilize only those drivers holding a valid Class A or Class B CDL with a school bus and passenger endorsement for type A,B,C,D school buses, or License Class D,C,B,A for Type 3 school buses, who has been thoroughly checked for ability, character, integrity, fitness, and who are acceptable to District.

7.7 District reserves the right to comment on the performance of any employee of Contractor, and Contractor shall take appropriate steps to improve services.

7.8 Contractor shall provide all Contractor drivers and assistants under this Contract specific training on students with special needs and medical conditions for the students assigned to the route prior to execution of the route, or as required by Federal, State, or District requirements.

7.9 Contractor shall maintain a regular staff of qualified mechanics to ensure proper maintenance of all equipment used in the transportation of students in strict accordance with the State of Minnesota Standards for School Buses, and shall maintain said equipment in good mechanical order. All buses shall be kept in a clean and sanitary condition and open to District for inspection at all times.

7.10 Contractor shall implement a dress code for all employees that shall be agreed to by District.

8 CHANGES IN LAWS AND REGULATIONS

8.1 District agrees to discuss the additional costs incurred by Contractor as a result of the MN Law change pertaining to Unemployment Benefits to all Non-instructional Between Term Positions that went into effect on May 28, 2023, and District may negotiate with Contractor, in good faith, changes in rates in Exhibit A due to MN Law change pertaining to Unemployment Benefits to all Non-instructional Between Term Positions.

9 RECORDS AND REPORTS

9.1 The following reports shall be required. Contractor will furnish additional information upon request.

9.1.1 Driver report. This report must include the name and current work assignment of each driver(route and sub drivers). Due before the first day of the school year.

9.1.2 Driver Training report. This report will show the driver's training during the school year. This report should include date, safety topics, and hours. Due June 14th.

9.1.3 Mileage report. This report must include all miles driven by category(Special Ed, Regular, Shuttles, Field trips etc.).These miles must be reported in a format as required by the state of Minnesota. Due July 15th.

9.1.4 Fleet report. This report must contain all vehicles used (routes and spares)for the purpose of transporting students in the District. Due September 30th.

9.1.5 Staffing report. This report must include a list of all non-driving staff used by Contractor to fulfill this Contract (Management, Dispatch, Trainers etc.). Due September 30th.

10 STATUS OF CONTRACTOR

10.1 In the interpretation of this Contract and the relations between Contractor and District, Contractor shall be construed as being an independent Contractor hired to provide pupil transportation services only.

10.2 Neither Contractor nor any of its employees shall be held or deemed in any way to be an employee or official of District.

11 TAXES

- 11.1 Contractor shall pay all taxes imposed on any equipment, supplies, or services to be furnished. It is recognized by and between the parties that there will be no liability on the part of District for any type of tax assessed thereon.
- 11.2 Contractor shall be responsible for and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

12 INSURANCE

- 12.1 Contractor shall maintain during the life of the Contract the following minimum requirements:

12.1.1 General Liability

12.1.1.1 Commercial General Liability with a \$1,000,000 Limit of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage including Blanket Contractual Liability, Products Liability, Completed Operations and all Broad Form Comprehensive General Liability enhancements.

12.1.1.2 Contractor's insurance to be primary and non-contributory.

12.1.1.3 30-day notice of intent to cancel, non-renew, or make material change in coverage.

12.1.1.4 District to be named as "Additional Insured."

12.1.2 Automobile Liability:

12.1.2.1 \$1,000,000 Combined Single Limit of Liability for Bodily Injury and Property Damage per accident

12.1.2.2 Coverage to include "Owned, Non-Owned, and Hired" automobiles

12.1.2.3 30-day notice of intent to cancel, non-renew, or make material change in coverage

12.1.3 Workers' Compensation/Employer's Liability:

12.1.3.1 Certificate of Insurance indicating "statutory" limits.

12.1.3.2 30-day notice of intent to cancel, non-renew, or make material change in coverage

12.1.3.3 Employer's Liability, \$1,000,000

12.1.4 Sexual Abuse or Molestation:

12.1.4.1 \$1,000,000 Sexual Abuse, Aggregate Injury Limit of Insurance.

12.1.5 Umbrella Liability:

12.1.5.1 \$4,000,000 Per Occurrence

12.1.5.2 \$4,000,000 Policy Aggregate

12.1.5.3 Underlying Coverages:

12.1.5.3.1 General Liability

12.1.5.3.2 Auto Liability

12.1.5.3.3 Employer's Liability

12.2 Minimum Scope of Insurance:

12.2.1 Coverage shall be at least as broad as:

12.2.1.1 Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

12.2.1.2 Insurance Services Office Form covering Automobile Liability, code 1 (any auto)

12.2.1.3 Workers' Compensation insurance as required by State law and Employer's Liability Insurance

12.3 Minimum Limits of Insurance:

1.General Liability: (Including products and completed operations)	\$1,000,000	Per occurrence for bodily injury, personal and advertising injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit
2.Automobile Liability:	\$1,000,000	Per accident for bodily injury and property damage
3a.Workers' Compensation:		As required by State law.

3b. Employer's Liability:	\$1,000,000	Per accident for bodily injury or disease
4. Sexual Abuse or Molestation:	\$1,000,000	Aggregate
5. Umbrella Liability	\$4,000,000	Per Occurrence

12.4 Deductibles and Self-Insured Retentions

12.4.1 Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District, its officers, officials, employees and volunteers; or Contractor shall provide a financial guarantee satisfactory to District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

12.5 Other Insurance Provisions

12.5.1 The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

12.5.1.1 To the fullest extent permitted by law, District, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement Contractor's insurance policy, or as a separate owner's policy.

12.5.1.2 For any claims related to this Contract, Contractor's insurance coverage shall be primary insurance as respects District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

12.5.1.3 Coverage required under this Contract shall not be canceled or non-renewed without 30 days prior written notice from Contractor to District, except where cancellation is for non-payment of premium, then 10 days' prior notice shall be given

12.5.2 Any insurance proceeds available to the Contractor that are broader than or in excess of the specified minimum insurance coverage and/or limits shall be available to District as an additional insured.

Furthermore, the requirements for coverage and limits shall be (1) the minimum limits specified in the Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured, whichever is greater.

12.6 Acceptability of Insurers

12.6.1 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A- VII, unless otherwise acceptable by District and admitted to do business in the state in which services are to be performed, or accepted by the Surplus Lines Association to do business in that state. A Non-admitted company should have an A.M. Best's rating of A- X or higher.

12.7 Verification of Coverage

12.7.1 Contractor shall furnish District with original certificates and endorsements effecting coverage required by this clause. The endorsements should be on forms provided by District or on other than District's forms, provided those endorsements or policies conform to the requirements. The endorsements are to be signed by the person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

12.8 Waiver of Subrogation

12.8.1 Contractor hereby grants to District a waiver of any right to subrogation which any insurer or Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Contractor, its employees, agents and subcontractors.

12.9 Subcontractors

12.9.1 Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

13 INDEMNIFICATION

13.1 Contractor shall hold District, its governing board, officers and employees harmless and does hereby indemnify District, its governing board, officers and employees from and against third party claims, which may be made by any person, firm or corporation, or other entity arising from or caused by any act of

neglect, default or omission of Contractor in the performance of this Contract, except to the extent that such claim or demand arises from or is caused by the gross negligence or willful misconduct of District, its agents or employees. The Contractor also agrees to indemnify and save the District harmless from any claims involving personal injury or property damage arising out of, or in the course of, Contractor's acts in providing transportation of assigned pupils.

13.2 To the extent permitted by law, District shall hold Contractor, its officers, employees, agents, successors and assigns harmless and does hereby indemnify Contractor, its officers, employees, agents, successors and assigns from and against third party claims, which may be made by any act neglect, default or omission of District, its governing board, officers, employees or agents, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees.

14 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT (E.E.O)

14.1 Contractor must show evidence of a non-discriminatory equal employment opportunity program in the selection of employees that follow the guidelines established by District E.E.O. program. Such program must provide E.E.O. opportunities regardless of person's race, creed, sex, national origin, and sexual orientation, or any other characteristic protected under state or federal law.

15 TITLE IX COMPLIANCE

15.1 Contractor acknowledges District's operations are subject to Title IX of the Education Amendments of 1972 and agrees to comply therewith in connection with its performance of this Contract.

16 CONTRACT SECURITY

16.1 Before commencing services, District may require Contractor to supply a Performance Bond and shall provide liability and property damage insurance as herein described. The cost of the required bond is not included in any of the listed route rates [in](#) Exhibit A and Contractor shall invoice District separately.

17 FORCE MAJEURE

17.1 No Party shall be liable for any interruption, delay or failure to perform any obligations under this Contract resulting from causes beyond its reasonable control, including but not limited to acts of nature, fire, riot, war, picketing, civil commotion, strikes, labor disputes, pandemic (including the COVID-19 pandemic), lack of fuel, or other similar events ("Force Majeure Event"). In the event of a Force Majeure Event, Contractor shall promptly notify District if Contractor cannot cure interruption to Service in whole within five (5) business days, District may solely, at its option excuse the Contractor from performance and terminate the Contract, or shall have the right to assume the operation of such buses, with school employees or other persons as District may deem appropriate. District shall pay to Contractor for such buses the same amount specified in the heretofore-mentioned rate schedule, less all expenses and

costs incurred by District in providing the services contemplated by the Contract.

18 INCLEMENT WEATHER / SCHOOL CLOSINGS

18.1 The Contract will be paid off the current school year calendar number of days.

18.2 If District is required to shut down or significantly reduce its need for transportation services due to circumstances BUT maintain the intention of restoring its operations.

18.2.1 District shall pay Contractor 85% of daily rates in Exhibit A for the previously scheduled routes.

18.2.2 Contractor can NOT lay off personnel utilized to fulfill Contract during this time including bus drivers, bus aides and office staff.

18.2.3 District would have access to vehicles/buses and bus drivers/bus aides to transport meals, materials etc. to support student needs.

18.2.4 Contractor and District can negotiate additional compensation should the District receive guidance and financial support to provide additional compensation from State or Federal sources.

18.3 In the event of inclement weather or impassability of roads or whenever school is cancelled, delayed or is dismissed early, District shall notify Contractor of the cancellation or delay. If school is closed due to inclement weather, District shall pay Contractor 85% of route rates in Exhibit A for the canceled previously scheduled routes.

19 EMERGENCY RESPONSE PROGRAM/ACCIDENT/INCIDENT

19.1 In the event of an accident, a verbal report shall be made immediately to District or its designee. District shall provide a written procedure that must be followed if an accident occurs. A written accident report will be submitted to District within two working days of the accident. In the event of a crisis, the District Crisis Management Policy must be followed.

20 MANAGEMENT PERSONNEL

20.1 Contractor shall provide a readily available supervisor to oversee vehicles, personnel, services required and to serve as a liaison to District staff. The supervisor shall not be assigned to a route. The supervisor may fill in as a substitute as long as it does not interfere with the duties listed here within.

20.1.1 This person must attend all meetings required by District that support the common goal of safety and service throughout the community. This could include participation in crisis management team, city/county meetings, open houses, and other safety or service related meetings within the community.

21 OPERATIONS PERSONNEL/DRIVER QUALIFICATIONS

- 21.1 Contractor agrees that each driver shall:
 - 21.1.1 Possess a valid license issued by this State (or a reciprocal state) authorizing such person to operate a school bus.
 - 21.1.2 Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus qualified without reasonable accommodation, to safely operate a school bus. The physical examination shall be conducted prior to employment and periodically thereafter as required by law.
 - 21.1.3 Successfully completed a course of training, including instruction in school bus safety, student discipline, human relations, behind-the-wheel school bus driving instruction, defensive driving, first aid, use of fire extinguishers, traffic laws, and applicable District policies and regulations.
 - 21.1.4 Possess a satisfactory driving record and criminal history record. Review of such records prior to employment and periodically thereafter to the extent permitted or available by law.
 - 21.1.5 Satisfy all applicable requirements of the U.S. Department of Transportation, Federal Highway Administration in rendering transportation services regulated by that agency.
 - 21.1.6 Meet any other criteria required by State law or by District policies, rules or regulations.
- 21.2 Contractor shall hold each driver responsible for:
 - 21.2.1 Supervising the safe loading and unloading of his or her bus at every pick-up and delivery point.
 - 21.2.2 Keeping informed of all rules and regulations affecting the safe operation of school buses and standards of conduct.
 - 21.2.3 Complying with all federal, state, and local traffic laws while operating buses under this Contract.
 - 21.2.4 Carrying appropriate identification, at all times, while on duty.
 - 21.2.5 Carrying a timepiece while on duty so that the driver can maintain established schedule times.
 - 21.2.6 Communicating to staff any issues or needs related to the route assignment and all passengers transported.
- 21.3 A driver orientation and instruction program will be provided by Contractor before a driver is allowed to drive while students are on board. Training must include:

- 21.3.1 Instruction to safely operate the type of school bus the driver will be driving.
- 21.3.2 Emergency procedures.
- 21.3.3 Student management procedures, including issues relating to students with special needs.
- 21.3.4 Knowledge of relevant laws, rules of the road, and local school bus safety policies.
- 21.3.5 Knowledge of student loading and unloading procedures.
- 21.4 An ongoing performance monitoring and assistance program by Contractor should include:
 - 21.4.1 Random drug testing.
 - 21.4.2 Daily observance of employees to detect violations of drug policy.
 - 21.4.3 Advance knowledge of routes, including substitutes.
 - 21.4.4 Route accuracy, including proper stops and updated paperwork.
 - 21.4.5 Demonstrated driver-passenger professionalism.
 - 21.4.6 Competency in physically driving the assigned vehicle and equipment.
- 21.5 Contractor shall take reasonable steps to prevent its employees from exposing any student to the impropriety of word or conduct. Contractor shall not knowingly permit its drivers to smoke on the bus nor to drink any intoxicating beverage or be under the influence of drugs or alcohol while operating any bus. Contractor shall regulate the use of prescription and non-prescription drugs, which impair the safe operation of the bus. Contractor shall enforce all District rules and regulations in place.

22 EQUIPMENT AND USE

- 22.1 All vehicles must be maintained in safe operating condition, and the Contractor shall provide that exterior and interior cleanliness be maintained.
- 22.2 Regular transportation vehicles will be 50% 71 passenger and 50% 77 passenger. Use of vehicles other than that will need District approval.
- 22.3 No route vehicle shall be more than 12 years of age. The average age of route buses will be 8 years old or newer. No spare shall be more than 15 years of age. If Contractor wants to run a spare for longer, they must have the vehicle inspected by District and/or designated agent to obtain written permission.
- 22.4 Additional equipment such as wheelchair lifts may have to be added throughout the year. Equipment, which is unique to meet the needs of an individual student, shall be identified by District. Contractor shall charge District for such additional equipment at the rates set forth in Exhibit A.

- 22.5 All vehicles shall be equipped with:
 - 22.5.1 Digital 2-way radios
 - 22.5.2 Back-up alarms
- 22.6 In addition, all route vehicles shall be equipped with:
 - 22.6.1 A swing gate (regular route buses only)
 - 22.6.2 Video Camera Surveillance
 - 22.6.2.1 Upon request video footage will be uploaded for school staff to view via jump drive or emailed to requesting personnel.
 - 22.6.3 Live and historical GPS tracking units and service.
 - 22.6.3.1 Contractor will make GPS access available to District and transportation department via direct login access for all GPS units and reports assigned to this Contract.
 - 22.6.3.2 District will support current monthly charge of the service in accordance with the rates set forth in Exhibit A.

23 FACILITIES

- 23.1 Contractor shall provide storage and inside maintenance facilities to accommodate the fleet of vehicles necessary to execute this Contract. Said facility shall be:
 - 23.1.1 located within District attendance boundaries.
 - 23.1.2 within five (5) miles of the farthest District 200 public school building

24 SAFETY PROGRAM

- 24.1 Contractor shall administer an effective driver safety program. This includes all aspects of School Bus Safety, including vehicle/equipment operations, student safety, student discipline, as well as customer and public relations. A driver supervisor or trainer shall ride with every driver at least once per year for the purpose of observing their driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules and regulations, including adherence to published route schedules.
- 24.2 Contractor shall identify at least one person to be the "School Bus Trainer". This person must also be certified in wheelchair securement and be certified as a child passenger safety technician (including school bus training). Other safety training required by District shall be attended at the Contractor's expense.
- 24.3 The School Bus Safety Trainer must meet with District when requested to update District on what instruction is given at safety meetings and to discuss

how the Contractor is keeping up with "Best Practices" in the area of School Bus Safety training.

24.4 In addition to the annual evaluations, a minimum of 8-hours of in service training must be completed with all drivers on an annual basis. At least four of these hours must be completed during the school year at a monthly safety meeting (four, one-hour meetings). A representative from District or its designee may attend these meetings, and Contractor must provide any training required by District.

24.5 School bus safety training must be documented for all drivers, and this documentation must be provided to District as requested.

25 ASSIGNMENT

25.1 Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the District, provided that Contractor may subcontract with its affiliates to provide services hereunder and that such subcontracting shall not require the consent of the District. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons first, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

26 TERMINATION

26.1 If either party shall willfully violate any of the covenants or duties imposed upon it by the Contract, such material willful violation shall entitle the other party to terminate this Contract. The party desiring to terminate for such cause shall give the offending party thirty (30) days written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this Contract shall be deemed terminated.

26.2 District and Contractor agree to meet and make good faith efforts to resolve any disputes within thirty (30) days of the development of any dispute, prior to filing any action in a court of competent jurisdiction. Good faith efforts may include mediation and arbitration by mutual Contract.

27 PLACE OF CONTRACT

27.1 This Contract shall be deemed to be made in and shall be construed in accordance with the laws of the State of Minnesota. All references in the Contract to the "State" shall mean State of Minnesota.

28 SURVIVAL

28.1 The mutual obligations described in COMPENSATION AND BILLING; hereof shall survive the termination or expiration of this Contract.

29 SEVERABILITY

29.1 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Contract shall remain in full force and effect.

30 MODIFICATION

30.1 Contractor and District may modify the terms of this Contract in whole or in part as circumstances may justify by mutual written Contract executed by the duly authorized representatives of the parties.

31 NOTICE TO PARTIES

31.1 All notices to be given by the parties to this Contract shall be in writing and served by depositing same in the United States Mail, postage prepaid, registered or certified mail.

31.1.1 Notices to District shall be addressed to:

Jennifer Seubert
Director of Finance and Operations
1000 West 11th St
Hastings, MN 55033

31.1.2 Notices to Contractor shall be addressed to:

Patrick O. Regan
101 East 10th St, Suite 300
Hastings, MN 55033-3691

31.2 Either District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

32 ENTIRE Contract

This Contract sets forth the entire Contract between District and Contractor concerning the subject matter hereof. There are no prior representations, either oral or written, between District and Contractor other than those contained in this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract this day of July, 2023.

By: _____

Officer of Contractor

By: _____

Chair, Board of Education

By: _____

Clerk, Board of Education

te: Exhibit A, shall be attached.

EXHIBIT A

RATES FOR STUDENT TRANSPORTATION SERVICES SERVICE RATES: SY's 2023-2024 & 2024-2025 (through June 30, 2025)

1. **Regular "To and From" Routes.** Per bus cost for all regular "to and from" routes, home-to-school" transportation, for the days of school operation AM. and P.M. Note: AM Only or PM only buses will be paid at 50% of the full day rate.

Pricing based the on current 23 AM & 23 PM bus Regular Ed buses.

Regular "To and From" Routes Rates	Daily Bus Cost	Daily Bus Cost
	7-1- 2023 to 12-30-23	1-1-24 to 6-30-24
Base Rate All Routes (Allows up to 2 Hours per AM or PM bus)	\$346.00	\$350.00
Rate Per ¼ Hour Over 2 AM and/or 2 PM	\$20.25	\$20.50
*Out-of-District regular ed student per mile	\$3.89	\$3.89

***Definitions:**

Out-of-District (regular ed)-when a regular ed to-and-from bus is required to leave the District boundaries to pick up out of-district students, the mileage at the point of leaving the district to the point of returning to the district.

2. **Special Ed "To and From" Routes.** Per bus cost for all regular "to and from" routes, home-to-school" transportation, for the days of school operation AM. and PM. Note: AM Only or PM only will be paid at 50% of the full day rate.

Special Ed "To and From" Routes	Type III Bus Cost	Type III Bus Cost	Type A & Type C Bus Cost	Type A & Type C Bus Cost
	7-1-23 to 12-30-23	1-1-24 to 6-30-24	7-1-23 to 12-30-23	1-1-24 to 6-30-24
Base Rate All Routes (Allows up to 2 AM or 2 PM Hours)	\$330.00	\$334.00	\$346.00	\$350.00
Rate Per ¼ Hour Over 2-Hrs AM or PM	\$19.75	\$20.00	\$20.25	\$20.50
Paraprofessional/Bus Aide*	\$33.50	\$34.50	\$33.50	\$34.50
Lift Equipped Vehicle Daily cost	\$8.90	\$8.90	\$8.90	\$8.90
Out-of-District (special ed)**	\$18.05	\$18.05	\$19.00	\$19.00

*Minimum charge for Paraprofessional/Bus Aide: 2 hours each AM and 2 hours each PM.

**Definition:

Out-of-District (special ed)- Is a route that starts or ends at a location outside the school district boundaries. Rate is added each time a bus is required to leave the district (AM/Noon/PM).

3. **Midday Routes.** The per bus cost for all midday routes for the days of school operation

Midday Routes	Daily Bus Cost Type III	Daily Bus Cost Type III	Daily Bus Cost Type A & C	Daily Bus Cost Type A & C
	7-1-23 to 12-30-23	1-1-24 to 6-30-24	7-1-23 to 12-30-23	1-1-24 to 6-30-24
1-Hour Base Rate	\$79.00	\$80.00	\$81.00	\$82.00
Rate Per ¼ Hour Over 1-Hour	\$19.75	\$20.00	\$20.25	\$20.50

4. **Regular Ed Shuttle and After-School Activity Service.** The per bus cost for all shuttle service, route time from pick up to drop off. One (1) hour minimum. Note: some shuttles may be added to AM/PM or midday routes with time added to the regular daily route in lieu of paying shuttle cost.

Regular Ed Shuttle & After-School Activity Service	Dally Bus Cost (1-hour) 7-1-23 to 12-30-23	Dally Bus Cost (1-hour) 1-1-24 to 6-30-24
1-Hour Base Rate	\$81.00	\$82.00
Rate Per ¼ Hour Over 1-Hour	20.25	\$20.50

*Minimum hours for route time & Billable hours will be based on Terminal-To-Terminal time.

5. **Summer School rates** shall be 92.5% of regular transportation and special education rates in items #1 and #2 above. Except for Per "Route" Hour cost for the Paraprofessional/ Bus Aide
6. **Extra-curricular and Athletic Trips;** Activity and Field Trips. Unit costs for each year of the term include all fuel costs, including taxes, labor costs, repair costs, and other direct and indirect costs.

OFF PEAK SERVICE School Bus - trips running during the hours when routes are normally not running or non-school days:

Extra-curricular and Athletic Trips <u>OFF PEAK SERVICE</u>	HOURLY COST 7-1-23 to 12-30-23	HOURLY COST 1-1-24 to 6-30-34
All Bus Sizes	\$71.00	\$72.00
Type III Charge: for vehicle driven by Approved District Employee	\$81.00/day + \$.95/mile	\$81.00/day + \$.95/mile
Trailer Charge Per Trip	\$100.00	\$100.00

PEAK ROUTE TIME SERVICE School Bus - trips running between 7:00 AM - 9:00 AM or 2:00 PM-4:00 PM

Extra-curricular and Athletic Trips	HOURLY COST	HOURLY COST
<u>PEAK ROUTE TIME SERVICE</u>	7-1-23 to 12-30-23	1-1-24 to 6-30-24
All Bus Sizes	\$79.00	\$80.00
Trailer Charge Per Trip	\$100.00	\$100.00

Motor Coach Rates Current Rates will apply

All Charters:

1.5 hour minimum applies for In-District trips.

2.5 hour minimum applies for Out-of-District trips up to 25 miles one-way.

4.0 hour minimum applies for Out-of-District trips over 25 miles one-way.

7. **Annual Routing Services** for 2023-2024 \$24,200.00
8. **GPS Equipment and Service fees** up to 60 GPS units and service fees for buses assigned to this Agreement, \$ 24.75 per unit per month (2023-24)
9. **Rates for the 2024-25 School Year** to be adjusted based upon the Consumer Price Index as established by the US Department of Labor, Bureau of Labor Statistics, for Minneapolis-St. Paul area for the 12-month period ending March 31, 2024, or three percent (3%), whichever is greater.



RECOMMENDED COMPENSATION OF REVISED NON-CONTRACTED RATES

July 27, 2023

Administration is recommending approval of a change in the pay rate to \$19.40 for certain paraprofessionals working during the ESY program in June and July, 2023. This recommendation is being made due to a clerical error on a posting that stated a pay rate of \$19.40 per hour, rather than the Board approved non-contracted summer school rate of \$18.00 per hour. This is a one-time change and will not impact future summer pay rates. The cost to make this change is estimated to be about \$1,200.

Submitted by: Cathy Moen, Director of Human Resources

**Approval of District 200 Donations - Public
April-June 2023**

<u>Date</u>	<u>Building</u>	<u>Description</u>	<u>Amount</u>
4/1/23	Community Ed	Youth Enrichment	750.00
4/6/23	Pinecrest	Toward Purchase of Everyone Feels Books	\$200.00
4/6/23	Pinecrest	Recess Equipment	\$266.17
4/6/23	Pinecrest	Pinecrest Music Dept	\$500.00
	Pinecrest	Pinecrest Music Dept	\$300.00
			<hr/> \$800.00
4/6/23	District Wide	Angel Fund Donation	\$41.00
4/14/23	High School	Peer Helpers	\$10,000.00
4/14/23	Pinecrest	Pinecrest Donation	\$45.00
4/14/23	High School	M Award Scholarship	\$1,000.00
4/20/23	Community Ed	Little Learners	\$500.00
4/17/23	McAuliffe	McAuliffe Music Dept	\$2,600.00
4/17/23	Community Ed	Book Buddies - In Memory of Faye Vermillion	\$85.00
4/25/23	High School	High School Faculty Scholarship	\$86.00
4/26/23	Kennedy	March Bus Fees/3rd Gr The Works Trip	\$3,099.70
4/28/23	Middle School	7th Gr Field Trip to Whirly Ball	\$4,187.00
4/28/23	High School	Book Club Basics	\$750.00
	High School	Music Production	\$13,095.00
	High School	Improving Visual Instruction (Ceramics Room)	\$1,800.00
	High School	Scholarships	\$40,000.00
	Community Ed	Early Childhood Amplification System	\$4,000.00
	Community Ed	Sensational Sensory Supplies for Small Ones	\$1,305.00
	Kennedy	Textile Art	\$950.00
	Pinecrest	Indoor Floors	\$1,004.00
	Middle School	Cart and Track Materials	\$14,000.00
	Middle School	Youth Frontier Courage Retreat (Gr 7)	\$6,750.00
	Middle School	Speaking Up: Using Podcasting	\$800.00
			<hr/> \$84,454.00

5/2/23	High School	4/16/23 Band Concert Free Will Donation	\$368.50
5/4/23	Kennedy	Memorial Interest	\$0.41
5/5/23	High School	Dobby Scholarship	\$1,000.00
5/8/23	Pinecrest	Pinecrest Donation	\$30.00
5/9/23	High School	Mike Hovgaard Leadership Scholarship	\$1,500.00
5/9/23	High School	Mike Hovgaard Leadership Scholarship	\$1,500.00
5/10/23	High School	Assistant Baseball Coaches	\$6,997.25
5/11/23	High School	Softball Coach	\$3,500.00
5/11/23	District Wide	Angel Fund Donation	\$5.35
5/12/23	High School	Bus for AVID Trip	\$488.93
5/12/23	District Wide	Lunch Balance Donated to Angel Fund	\$42.55
5/12/23	Middle School	Bus for Field Trips	\$4,000.00
5/15/23	Middle School	MS Spring Play Free Will Donation	\$611.52
5/15/23	McAuliffe	Coke Rewards	\$29.29
5/17/23	High School	Hastings Rivertown Lions Club Scholarship	\$1,500.00
5/19/23	High School	Lacrosse Coach	\$2,153.00
5/24/23	High School	High School Faculty Scholarship	\$86.00
5/25/23	Community Ed	Hastings Reads	\$3,000.00
5/25/23	McAuliffe	Bus for 1st Grade Field Trip	\$622.19
5/26/23	High School	Girls Hockey Asst Coach	\$1,500.00
5/26/23	High School	Girls Hockey Asst Coach	\$2,000.00
5/30/23	High School	AET Mini Grant - Horticulture	\$160.00
5/31/23	High School	Inver Grove Collision Scholarship	\$2,000.00
6/7/23	Pinecrest	Pinecrest Donation	30.00

6/7/23	High School	Volleyball Equipment	\$1,037.25
6/7/23	High School	Penny Pettit Memorial Scholarship	\$2,000.00
6/7/23	High School	Wally Pettit Memorial Scholarship	\$2,500.00
6/8/23	High School	Mental Training Workshop - Alpine Ski	\$350.00
	High School	Mental Training Workshop - Girls Lacrosse	\$350.00
	High School	Mental Training Workshop - Baseball	\$116.00
	High School	Mental Training Workshop - Volleyball	\$350.00
			<u>\$1,166.00</u>
6/8/23	High School	Show Choir	\$1,494.72
6/9/23	Kennedy	April Bus Fees/Kdgtn CNC & Children's Museum/2nd Gr MN History Center Trips	\$2,146.59
6/9/23	McAuliffe	Classroom Party	\$10.00
6/13/23	High School	Assistant Girls Lacrosse Coaches	\$1,753.62
6/13/23	District Wide	Lunch Balance Donated to Angel Fund	\$195.10
6/20/23	District Wide	Lunch Balance Donated to Angel Fund	\$7.20
6/27/23	High School	High School Faculty Scholarship	\$134.00
6/28/23	Community Ed	Hastings Reads	\$1,500.00
6/30/23	District Wide	Spark Grant	\$60,497.36
6/30/23	Community Ed	Youth Enrichment	750.00
		Total Fourth Quarter Donations	<u><u>\$216,430.70</u></u>

In-Kind Donations - Values are approximate per information available

5/30/23	ALC	Plants for ALC Science Class	\$100.00
6/8/23	High School	2004 Chevy Trailblazer for Auto Program	\$500.00
6/5/23	Middle School	Wheelchair	\$331.49

**RESOLUTION RELATING TO A CAPITAL PROJECT LEVY AUTHORIZATION OF
THE SCHOOL DISTRICT AND CALLING AN ELECTION THEREON**

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

1. The Board hereby finds and determines that it is necessary and expedient for the School District to submit a capital project levy authorization to the voters for their approval. The board of Independent School District No. 200 (Hastings Public Schools) has proposed a capital project levy authorization of 3.593% times the net tax capacity of the school district, which will raise approximately \$2,000,000 for taxes payable in 2024, the first year it is to be levied, and will be authorized for ten (10) years. The estimated total cost of the projects to be funded over that time period is approximately \$20,000,000. The revenue from the proposed capital levy authorization will be used to provide funds for school district technology, including the acquisition, installation, replacement, support and maintenance of software, software licenses, computers, technology infrastructure and equipment, technology systems related to security and operations, and to pay the costs of technology related personnel and training. The program will be commenced prior to November 7, 2028, which date is not more than five (5) years from the date of the special election authorizing the approval of the capital project levy authorization. The question on the approval of the capital project levy authorization shall be School District Question 1 on the School District ballot at the special election held to approve said authorization.

2. The funds from the capital project levy will be used to fund technology, and the funds approved by the voters will be used only as authorized in Minnesota Statutes, Section 126C.10, Subdivision 14. As such, no review and comment from the Commissioner of the Department of Education is required for this levy pursuant to Minnesota Statutes, Section 123B.71, Subdivision 8.

3. The ballot question specified above shall be submitted to the qualified voters of the School District at a special election, which is hereby called and directed to be held on Tuesday, November 7, 2023, between the hours of 7:00 o'clock a.m and 8:00 o'clock p.m. This date is a uniform election date specified in Minnesota Statutes, Section 205A.05. This special election shall be conducted in conjunction with the City of Rosemount municipal elections.

4. Pursuant to Minnesota Statutes, Section 205A.11, the School District's combined polling places and the precincts served by the combined polling places, as previously established and designated by a resolution of the School Board, for elections held in 2023, are hereby designated for this special election. However, because the City of Rosemount will be holding its municipal elections on November 7, 2023, the polling places for voters residing in the precincts in that city shall be the regular city polling places designated by that city.

5. The Clerk is hereby authorized and directed to cause written notice of said special election to be given to the county auditor of each county in which the School District is located, in whole or in part, and to the Commissioner of Education, at least seventy-four (74) days prior to the date of said election. The notice shall specify the date of said special election and the title

and language for the ballot question to be voted on at said special election. Any notice given prior to the date of the adoption of this resolution is ratified and confirmed in all respects.

6. The Clerk is hereby authorized and directed to cause notice of said special election to be posted for public inspection at the administrative offices of the School District at least ten (10) days before the date of said special election.

7. The Clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the School District at least four (4) days before the date of said special election and to cause two sample ballots to be posted in the combined polling places on election day. The sample ballots shall not be printed on the same color paper as the official ballot.

8. The Clerk is hereby authorized and directed to cause notice of said special election to be published in the official newspaper of the School District, for two (2) consecutive weeks with the last publication being at least one (1) week before the date of said election. The notice of election so posted and published shall state each question to be submitted to the voters as set forth in the form of ballot below, and shall include information concerning each established precinct and polling place.

9. The Clerk is hereby authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in the combined polling place on election day.

10. The Clerk is authorized and directed to acquire and distribute such election materials as may be necessary for the proper conduct of this special election.

11. The Clerk is further authorized and directed to cooperate with the proper election officials to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form, color, instructions, and content as may be necessary to accommodate an optical scan voting system or to comply with the form and content requirements of applicable state election laws:

[Form of Ballot on the Following Page]

Special Election Ballot

Independent School District No. 200 (Hastings Public Schools)

November 7, 2023

Instructions to Voters:

To vote, completely fill in the oval(s) next to your choice(s) like this: .

To vote for a question, fill in the oval next to the word “Yes” on that question.
To vote against a question, fill in the oval next to the word “No” on that question.

School District Question 1

Approval of Capital Project Levy Authorization for Technology

The school board of Independent School District No. 200 (Hastings Public Schools) has proposed a capital project levy authorization of 3.593% times the net tax capacity of the school district. The revenue from the capital levy authorization will be used to provide funds for school district technology, including the acquisition, installation, replacement, support and maintenance of software, software licenses, computers, technology infrastructure and equipment, technology systems related to security and operations, and to pay the costs of technology related personnel and training. The proposed capital project levy authorization will raise approximately \$2,000,000 for taxes payable in 2024, the first year it is to be levied, and will be authorized for ten (10) years. The estimated total cost of the projects to be funded over that time period is approximately \$20,000,000.



Yes

Shall the capital project levy authorization proposed by the school board of Independent School District No. 200 be approved?



No

**BY VOTING “YES” ON THIS BALLOT QUESTION, YOU ARE
VOTING FOR A PROPERTY TAX INCREASE.**

15. Optical scan ballots must be printed in black ink on white material, except that marks to be read by the automatic tabulating equipment may be printed in another color ink. The name of the precinct and machine-readable identification must be printed on each ballot. Voting

instructions must be printed at the top of the ballot on each side that includes ballot information. The instructions must include an illustration of the proper mark to be used to indicate a vote. Lines for initials of at least two election judges must be printed on one side of the ballot so that the judges' initials are visible when the ballots are enclosed in a secrecy sleeve.

16. If the School District will be contracting to print the ballots for this special election, the Clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract in excess of \$1,000 is awarded for printing ballots, the printer, at the request of the election official, shall furnish, in accordance with Minnesota Statutes, Section 204D.04, a sufficient bond, letter of credit or certified check acceptable to the Clerk in an amount not less than \$1,000 conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The Clerk shall set the amount of the bond, letter of credit, or certified check in an amount equal to the value of the purchase.

17. The Clerk is hereby authorized and directed to provide for testing of the optical scan voting system within fourteen (14) days prior to the election date. The Clerk shall cause notice of the time and place of the test to be given at least two (2) days in advance by publishing the Notice of Testing once in the official newspaper and by causing the notice to be posted in the office of the county auditor, the administrative offices of the School District, and the office of any other local election official conducting the test.

18. As required by Minnesota Statutes, Section 203B.121, the School Board hereby establishes a ballot board to process, accept and reject absentee ballots at School District elections not held in conjunction with the state primary or state general election or that are conducted by a municipality on behalf of the School District and generally to carry out the duties of a ballot board as provided by Section 203B.121 and other applicable laws. The ballot board must consist of a sufficient number of election judges. The ballot board may include deputy county auditors and deputy city clerks who have received training in the processing and counting of absentee ballots. The Clerk or the Clerk's designee is hereby authorized and directed to appoint the members of the ballot board. The Clerk or the Clerk's designee shall establish, maintain and update a roster of members appointed to and currently serving on the ballot board and shall report to the School Board from time to time as to its status. Each member of the ballot board shall be paid reasonable compensation for services rendered during an election at the same rate as other election judges; provided, however, if a staff member is already being compensated for regular duties, additional compensation shall not be paid for ballot board duties performed during that staff member's duty day. Each member of the ballot board must be provided adequate training on the processing and counting of absentee ballots, including but not limited to instruction on accepting and rejecting absentee ballots, storage of absentee ballots, timelines and deadlines, the role of the ballot board, procedures for opening absentee ballot envelopes, procedures for counting absentee ballots, and procedures for reporting absentee ballot totals.

19. The Clerk is hereby authorized and directed to begin assembling names of trained election judges to serve at the combined polling places during the special election. The election judges shall act as clerks of election, count the ballots cast and submit the results to the School Board for canvass in the manner provided for other School District elections. The election must be canvassed between the third and the tenth day following the election.

20. The Clerk shall make all Campaign Financial Reports required to be filed with the School District under Minnesota Statutes, Section 211A.02 available on the School District's website. The Clerk must post the report on the School District's website as soon as possible, but no later than thirty (30) days after the date of the receipt of the report. The School District must make a report available on the School District's website for four years from the date the report was posted to the website. The Clerk must also provide the Campaign Finance and Public Disclosure Board with a link to the section of the website where reports are made available.

The motion for the adoption of the foregoing resolution was duly seconded by _____ . On a roll call vote, the following voted in favor:

and the following voted against:

whereupon said resolution was declared duly passed and adopted.

Future Meetings

Date	Time	Description	Location
08/09/2023	4:00 PM	Policy Committee Meeting	District Office Conference Room A
08/09/2023	6:00 PM	Board Work Session - RESCHEDULED	HMS Media Center
08/16/2023	6:00 PM	Board Work Session	HMS Media Center
08/23/2023	6:00 PM	Regular Board Meeting	HMS Media Center
09/13/2023	6:00 PM	Board Work Session	HMS Media Center
09/27/2023	6:00 PM	Regular Board Meeting	HMS Media Center
10/11/2023	6:00 PM	Board Work Session	HMS Media Center
10/25/2023	6:00 PM	Regular Board Meeting	HMS Media Center
11/08/2023	6:00 PM	Board Work Session	HMS Media Center
11/21/2023	6:00 PM	Regular Board Meeting	HMS Media Center
12/06/2023	6:00 PM	Board Work Session	HMS Media Center
12/20/2023	6:00 PM	Regular Board Meeting	HMS Media Center