

Hastings Area Public Schools - ISD 200

School Board Meeting Agenda

Wednesday, January 24, 2024
Regular Meeting
Middle School Media Center

- I. **Call Meeting to Order**
 - a. Attendance
- II. **Pledge of Allegiance**
- III. **Motion to Approve the Agenda**
 - a. Approval of the Minutes from the:
 - 01.03.2024 Organizational Meeting
- IV. **Recognition of Visitors**
- V. **Raider Spotlight**
- VI. **Listening Session Summary**
- VII. **Reports and Discussions**
 - a. Hastings Middle School Football Discontinuation Information
 - b. Superintendent
 - i. Cadence Review
 - 1. Leadership Goal Updates
 - ii. Read Act Update
 - iii. Board Member Onboarding
 - c. Building Construction Fund Project Update
 - d. Data Practices Act Report
 - e. 2024 School Board Meeting Calendar Revisions
 - f. Policy Committee Summary
 - g. Policies
 - i. First Reading
 - 1. 206 - Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations
 - ii. Second Reading
 - 1. 301 - School District Administration
 - 2. 302 - Superintendent
 - 3. 303 - Superintendent Selection
 - 4. 304 - Superintendent Contract, Duties, and Evaluation
 - 5. 305 - Policy Implementation
 - 6. 306 - Administrator Code of Ethics
 - 7. 401 - Equal Employment Opportunity
 - 8. 402 - Disability Nondiscrimination
 - 9. 404 - Employment Background Checks
 - 10. 408 - Subpoena of a School District Employee
 - 11. 410 - Family and Medical Leave
 - 12. 414 - Mandated Reporting of Child Neglect or Physical or Sexual Abuse
- VIII. **Action Items**
 - a. Consent Agenda
 - i. Personnel Report
 - ii. Fundraising Report
 - iii. Approval of the 2024 Pay Equity Report
 - iv. Recommendation for Approval of Department Head Compensation Rates

- v. MOA re Eligibility for District Contribution Toward Medical-Hospitalization Benefits for "Employee A"
 - vi. MOA re Interim Middle School Principal Compensation
 - vii. Policies for Approval after 3rd Reading
 - 1. 215 - Addressing School Board Member Violations
 - 2. 413 - Harassment and Violence
 - 3. 416 - Drug, Alcohol, and Cannabis Testing
 - 4. 601 - School District Curriculum and Instruction Goals
 - viii. Recommendation to Approve the Hastings High School Bleacher Replacement
 - b. Items for Individual Action
 - i. Bills Payable
 - ii. Solar for Schools Grant - Readiness Application Submission Approval
 - iii. Donations
 - iv. Hastings Middle School Football Discontinuation Action
 - v. Relicensure Committee Board Member Assignment
 - vi. Revised 2024 School Board Calendar
 - vii. Board Meeting Inclimate Weather Plan
- IX. **Future Meetings**
- X. **Adjournment**

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

An Organizational Meeting of the School Board of Independent School District No. 200, Hastings, Minnesota, was held on Wednesday, January 3th, 2024 at the Hastings Middle School Media Center.

The meeting was called to order by the Acting School Board Chairperson Jessica Dressely at 6:00 PM.

After the Pledge of Allegiance, the new board members were seated, recited the Oath of Office, and attendance was taken.

The following board members were present: Mark Zuzek, Jenny Wiederholt-Pine, Melissa Millner, Matt Bruns, Philip Beirmaier, Carrie Tate and Jessica Dressely. Superintendent Champa was also present.

A motion was made to approve the meeting agenda. This motion was made by Mark Zuzek and seconded by Carrie Tate.

A motion to approve the minutes from the December 20th, 2023 Regular Board Meeting and the December 20th, 2023 Special Board Meeting was made by Carrie Tate and seconded by Mark Zuzek. Motion passed with 7 ayes, and 0 nays, motion carried unanimously.

The next item of business was the election of officers to the School Board. The first office was the Chairperson of the Board.

1st Nominee: Mark Zuzek

Nominated by: Mark Zuzek

2nd Nominee: Carrie Tate

Nominated by: Philip Biermaier

With no further nominations the vote was as follows:

Voting for Mark Zuzek: 2 - Mark Zuzek and Matt Bruns

Voting for Carrie Tate: 5 - Carrie Tate, Jessica Dressely, Melissa Millner, Jenny Weiderholt-Pine, and Philip Beirmaier

Having received the majority of the votes, Carrie Tate was named as the Chairperson for the School Board of Independent School District No. 200 for 2024.

The next position open for election was the position of Vice-Chairperson of the Board.

1st Nominee: Jessica Dressely

Nominated by: Melissa Millner

2nd Nominee: Mark Zuzek

Nominated by: Matt Bruns

With no further nominations the vote was as follows:

Voting for Jessica Dressely: 5 - Carrie Tate, Jessica Dressely, Melissa Millner, Jenny Weiderholt-Pine, and Philip Beirmaier

Voting for Mark Zuzek: 2 - Mark Zuzek and Matt Bruns

Having received the majority of the votes, Jessica Dressely was named as the Vice-Chairperson for the School Board of Independent School District No. 200 for 2024.

The next position open for election was the position of Clerk.

1st Nominee: Melissa Millner Nominated by: Jessica Dressely

With no further nominations the vote was as follows:

Voting for Melissa Millner: 7 - Mark Zuzek, Jenny Wiederholt-Pine, Melissa Millner, Matt Bruns, Philip Beirmaier, Jessica Dressely and Carrie Tate

Having received the majority of the votes, Melissa Millner was named as the Clerk for the School Board of Independent School District No. 200 for 2024.

The next position open for election was the position of Treasurer.

1st Nominee: Mark Zuzek Nominated by: Jessica Dressely

With no further nominations the vote was as follows:

Voting for Mark Zuzek: 7 - Mark Zuzek, Jenny Wiederholt-Pine, Melissa Millner, Matt Bruns, Philip Beirmaier, Jessica Dressely and Carrie Tate

Having received the majority of the votes, Mark Zuzek was named as the Treasurer for the School Board of Independent School District No. 200 for 2024.

Chairperson Carrie Tate took a moment to recognize those members of the public who were attending the meeting in person as well as virtually.

The Board moved to items for discussion beginning with a discussion regarding the standing board committees and assignments. There was a brief discussion regarding school board meetings and inclimate weather. A motion was made by Mark Zuzek that if a meeting needed to be cancelled, it would be immediately rescheduled for the next day. The motion was seconded by Jessica Dressely. After some discussion, a motion was made by Mark Zuzek to have the board meeting inclimate weather action item moved to later in the meeting and was seconded by Jessica Dressely. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion to adopt the 2024 School Board calendar as presented was made by Matt Bruns and seconded by Philip Biermaier. An amendment was made by Jessica Dressely to move work sessions to Tuesdays instead of Wednesdays and approve a revised board calendar. The amendment was seconded by Melissa Millner. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion was made to establish the Hastings Journal as the official district publication by Matt Bruns. The motion was seconded by Jenny Wiederholt-Pine. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion was made by Jessica Dressely to authorize the Superintendent or official designee to perform the official responsibilities of the clerk and treasurer. This motion was seconded by Mark Zuzek. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion was made by Jessica Dressely to establish the 2024 board member compensation as follows: Board Chair \$ 4,750.00/year and Board Directors \$4,250.00/year. This motion was seconded by Mark Zuzek. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion was made by Matt Bruns to approve the official district depositories as indicated:

Merchants Bank	General Receipts
Vermillion State Bank, Hastings/Vermillion	Activity accounts
Minnesota School District Liquid Asset Fund/PFM Asset Management	Payroll & finance accounts, Section 125 flex account
MidAmerica	Community Ed. Employee Benefit Trust
State Board of Investment	OPEB PERA Plan
US Bank	QSCB Escrow Account

This motion was seconded by Melissa Millner. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion was made by Philip Biermaier to designate the Superintendent, Director of Finance, and their official designees to make electronic fund transfers. This motion was seconded by Mark Zuzek. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion was made by Jessica Dressely to delegate authority to the Superintendent and the Director of Finance to sign contracts and enter into agreements in accordance with the law.

This motion was seconded by Matt Bruns. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion was made by Melissa Millner to authorize the delegation of authority to the Superintendent and the Director of Finance to enter into Joint Powers Purchasing Agreements. This motion was seconded by Mark Zuzek. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion was made by Mark Zuzek to designate the Superintendent to act as the Identified Official with Authority (IOwA) and the Director of technology to act as the IOwA to add and remove names only for Hastings Public School District 0200-01. This motion was seconded by Jessica Dressely. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion was made by Matt Bruns to designate the law firms as the district's legal counsel:

- Ratwik, Roszak, & Maloney, P.A.
- Kennedy & Graven, P.A.
- Squires, & Waldspurger, & Mace, P.A.

This motion was seconded by Jenny Wiederholt-Pine. A friendly amendment was made by Jessica Dressely to establish Kennedy & Graven, P.A. as general counsel. Matt Bruns accepted the friendly amendment. The vote for the friendly amendment was: 7 ayes, 0 nays, motion carried unanimously.

A motion was made by Jessica Dressely to establish the following auditors for the district: Malloy, Montague, Karnowski, Radosevich & Co., P.A.. This motion was seconded by Philip Biermaier. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion to approve facsimile signatures from the Board Chair, Board Treasurer, and Board Clerk on school district checks was made by Mark Zuzek and seconded by Melissa Millner. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion was made by Jessica Dressely to establish the following standing committees:

- Facilities
- Finance
- Policy
- Student School Board Member
- Community Collaboration

This motion was seconded by Mark Zuzek. The vote was: 7 ayes, 0 nays, motion carried unanimously. Discussion took place establishing details about these standing committees.

A motion was made by Jessica Dressely to approve the time place and manner as follows:

- Public comment will take place at all Regular Board Meetings, after the recognition of visitors, and will be live streamed and recorded pending feedback from HCTV and feedback from legal counsel

This motion was seconded by Philip Biermaier. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion to designate Mark Zuzek as the Board liason with ISD 917 was made by Melissa Millner and seconded by Jenny Wiederholt-Pine. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion was made to designate Jenny Wiederholt-Pine as the Board representative with the Minnesota State High School League by Mark Zuzek and seconded by Matt Bruns. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion was made to appoint Matt Bruns as the Board liason with AMSD. This motion was made by Melissa Millner and seconded by Philip Biermaier. The vote was: 7 ayes, 0 nays, motion carried unanimously.

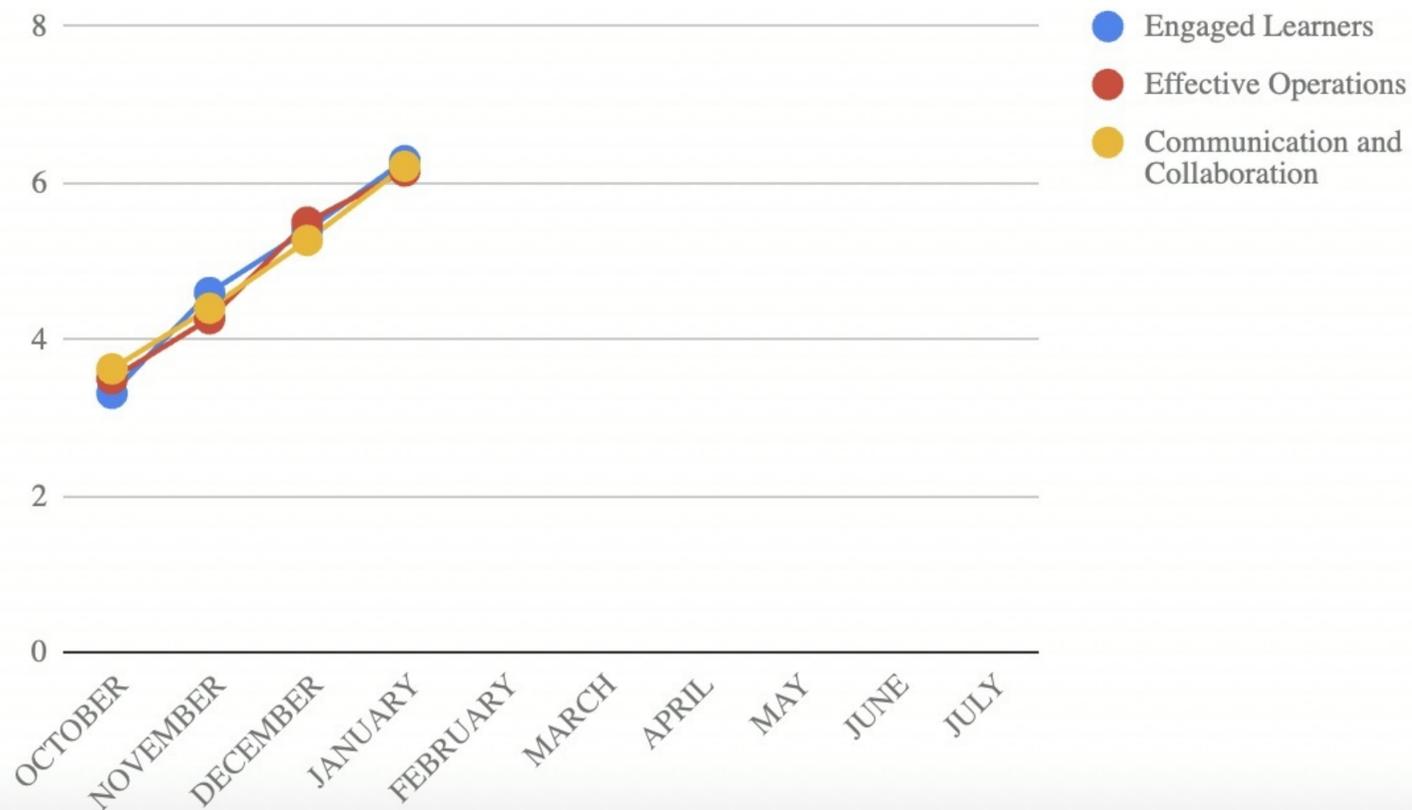
A motion was made to appoint Jessica Dressely as the Brightworks liason by Mark Zuzek and seconded by Melissa Millner. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion was made to approve the 2024 Combined polling Places Resolution and to waive the reading. This motion was made by Jessica Dressely and seconded by Jenny Wiederholt-Pine. Those in favor were: Matt Bruns, Philip Biermaier, Jenny Wiederholt-Pine, Mark Zuzek, Jessica Dressely, Melissa Millner, and Carrie Tate. Those opposed: None. Motion carried unanimously.

With no further business to discuss, a motion was made to adjourn the meeting by Melissa Millner and seconded by Philip Biermaier. The vote was: 7 ayes, 0 nays, motion carried unanimously. The meeting was adjourned at 7:10 PM.

CADENCE OF RAIDER RESPONSIBILITY

Cadence of Raider Responsibility



Building Construction Fund Projects as of 12/31/2023

	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	-	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
Middle School Storage Building	452,500	418,363	418,363	15,275	19,518	(657)	Complete
ALC Renovation	1,421,640	1,169,674	1,165,674	120,806	116,940	18,220	Complete
McAuliffe Deferred Maintenance & Water Coolers	336,731	288,842	288,842	12,216	42,869	(7,197)	Complete
Middle School Track	404,750	341,273	341,273	40,196	17,334	5,947	Complete
Monument Signs	357,000	326,472	326,472	14,029	8,609	7,890	Complete
Board Room Renovations - Phase II	6,641	-	-	-	5,845	796	Complete
Contingency	2,007,858	-	-	-	-	2,007,858	Contingency
Reallocations from/to projects	(9,565,122)	-	-	-	-	(9,565,122)	Reallocation
Interest Earnings	-	-	-	-	-	2,501,590	Interest Earnings
Subtotal	39,421,566	37,419,700	37,415,700	2,796,946	1,508,782	201,728	

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	135,375	11,559	198	34,868	In Process
Kennedy Deferred Maintenance	662,576	576,054	573,515	19,106	6,731	63,224	In Process
Middle School Partial Roof Replacement	717,200	747,255	731,226	45,778	6,376	(66,181)	In Process
HHS Privacy Improvements	1,013,063	876,007	861,355	127,025	6,880	17,803	In Process
Door & Glass Improvements (Middle School split w/LTFM)	500,000	255,999	27,978	35,709	3,513	432,800	In Process
District Wide Fire Alarm/Alert System Replacement	205,000	161,250	153,188	23,110	1,864	26,838	In Process
High School Fire Alarm/Alert System Replacement	410,000	362,552	342,682	27,735	135	39,449	In Process
Replace High School Carpet	612,100	376,700	376,700	43,234	117,695	74,471	In Process
Safety & Security Improvements	609,713	457,397	114,665	57,435	32,836	404,777	In Process
Interior Locks Allowance	420,000	353,853	58,520	32,973	444	328,063	In Process
Tilden Preschool Classroom	90,000	60,660	58,600	5,877	678	24,845	In Process
Middle School Media Center	160,000	-	-	-	90,929	69,071	In Process
High School Deferred Maintenance (Storefront)	219,461	149,258	14,780	36,172	242	183,047	In Process

High School TuckPoint (split from HS Deferred Maintenance)	265,000	230,865	-	-	284	264,716	In Process
Gymnastics	50,000	-	-	-	19,418	30,582	In Process
Subtotal	6,116,113	4,750,350	3,448,584	465,713	288,223	1,928,374	

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 Student Entrance Bollards	5,000	-	-	-	-	5,000	In Design
Nature Preserve Gravel Parking Lot & Monument Sign	95,000	-	-	-	-	95,000	In Design
Subtotal	100,000	-	-	-	-	100,000	

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	-	-	-	2,200,392	329,233	Not Completed
Radio Replacement	100,000	-	-	-	-	100,000	Not Completed
Grounds/Site Improvements	500,000	-	-	-	-	500,000	Not Completed
Flexible Learning Furniture	600,000	-	-	na	514,476	85,524	Not Completed
Subtotal	3,729,625	-	-	-	2,714,868	1,014,757	

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	42,170,050	40,864,284	3,262,659	4,511,873	3,244,858	
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Complete and In Process (does not include contingency)	53,094,943
Project Total	49,367,304
%	108%

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

2024 School Board Calendar



January 2024

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

February 2024

M	T	W	Th	F
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12	13	14	15	16
19	20	21	22	23
26	27	28	29	

March 2024

M	T	W	Th	F
				1
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11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

April 2024

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

May 2024

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

June 2024

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

July 2024

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

August 2024

M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

September 2024

M	T	W	Th	F
2	3	4	5	6
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16	17	18	19	20
23	24	25	26	27
30				

October 2024

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

November 2024

M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

December 2024

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

Key

	Board Organizational Meeting
	Work Session
	Regular Board Meeting - Wednesdays
	No Meetings Allowed
	Election Days

Dates at a Glance

Jan. 3	School Board Organizational Meeting
Jan. 10	Board Work Session
Jan. 15	No Meetings Allowed
Jan. 24	Regular School Board Meeting
Feb. 13	Board Work Session
Feb. 19 & 27	No Meetings Allowed
Feb. 21	Regular School Board Meeting
Mar. 5 & 12	No meetings 6:00 p.m. - 8:00 p.m.
Mar. 7	Board Work Session
Mar. 27	Regular School Board Meeting
April 9	Board Work Session
April 24	Regular School Board Meeting
May 9	Board Work Session
May 22	Regular School Board Meeting
May 27	No Meetings Allowed
June 4	Board Work Session
June 19	No Meetings Allowed
June 26	Regular School Board Meeting
July 4	No Meetings Allowed
July 9	Board Work Session
July 31	Regular School Board Meeting
Aug. 6	Board Work Session
Aug. 13	No meetings 6:00 p.m. - 8:00 p.m.
Aug. 28	Regular School Board Meeting
Sept. 2	No Meetings Allowed
Sept. 10	Board Work Session
Sept. 25	Regular School Board Meeting
Oct. 8	Board Work Session
Oct. 14	No Meetings Allowed
Oct. 23	Regular School Board Meeting
Nov. 5	No meetings 6:00 p.m. - 8:00 p.m.
Nov. 7	Board Work Session
Nov. 11	No Meetings Allowed
Nov. 20	Regular School Board Meeting
Nov. 28 & 29	No Meetings Allowed
Dec. 5	Board Work Session
Dec. 18	Regular School Board Meeting
Dec. 25	No Meetings Allowed
Jan. 6	Organizational Meeting



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 Meetings

Time: January 19, 2024 11:00am Central Time (US and Canada)

Attendees: Superintendent Champa, Jessica Dressely, Becky Garcia, Carrie Tate, and Mark Zuzek

January 19, 2024 Summary

[Review Cycle Tracker](#)

Committee Summary

During January the committee

- Reviewed recommendations, and requests regarding 16 policies that are up for 2nd & 3rd readings, and reviewed 1 policy that I will detail during the 1st reading;
- Revised 3 procedures related to public comments time, place, and manner changes that were adopted during the Organizational Meeting (note: no board action is required. Revisions are included below for transparency);
- 215.1PR Addressing School Board Member Violations Procedure - **recommendation is to sunset the procedure. With the new language in policy 215, legal would be involved immediately and their direction would be followed.** ~~Procedure was never adopted and is no longer under consideration;~~ and
- 620 Credit for Learning- Requires additional research based on recommendations from the working session.

Public Comments Time, Place, and Manner Update

Time, place, and manner procedures for public comment were adopted on January 10, 2024 pending favorable feedback from HCTV & legal council. Having received favorable feedback the procedures and forms include the revisions below:

203.2PR Order of the Regular School Board Meeting Procedure

1. III (A)(6): Replaced listening session summary with *Raider Spotlight*
2. III(A)(7): Added *Public Comments Session*

206.1FRM Public Participation at School Board Meetings Procedure and Request Form

1. Added statement: *Any individual wishing to address the school board must review Policy 206 in its entirety. According to Minnesota Statute 13.09, A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor.*
2. Added statement: *By signing below, I acknowledge that I have read all of the procedures listed above and have read and understand School District Policy 206 in its entirety.*

206.2PR Public Comments Procedure

1. Current practice: *During each regular board meeting*
2. Current practice: *Public comments shall begin after the Raider Spotlight*
3. Current practice: *Public comments will be recorded and live streamed*

Upcoming Policy Committee Meetings

January 26, 2024; 9:30am - 11:00am

February 16, 2024; 10:00am - 11:30am

Ist Reading

206 Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations

1. Section II (A): Remove *prior to the start of regular school board meetings*
2. Section III (A): Replaced definition to match MSBA Model policy.
3. Section VI (A): Removed
4. Section VI (B): Replaced district representative with *administrative assistant to the superintendent*.
5. Section VI (D): Removed
6. Removed Public Hearings section (207 Public Hearings is a stand alone policy)
7. Section IX: Removed procedure

Committee Recommends: Fast-tracking policy 206

2nd reading

301 School District Administration

302 Superintendent

303 Superintendent Selection

1. Request/Comment/Consideration/Review: Keep sections III & IV
 - a. Committee Recommendation: Maintain section III & IV to reflect MSBA model policy

304 Superintendent Contract, Duties, and Evaluation

1. Request/Comment/Consideration/Review: Keep section II
 - a. Committee Recommendation: Maintain section II to reflect MSBA model policy

305 Policy Implementation

306 Administrator Code of Ethics

1. Request/Comment/Consideration/Review: Add definition for “administrator” and add compliance
 - a. Committee Recommendation:
 - i. Section I: Add (*as defined in Minnesota Rules 3512.0100 subparts 5-7*)
 - ii. Add Section III: Compliance (A) *Compliance to this policy is governed by Minnesota Statute 214.10 (Complaint, Investigation, and Hearing)*

401 Equal Employment Opportunity

402 Disability Nondiscrimination

404 Employment Background Checks

408 Subpoena of a School District Employee

1. Request/Comment/Consideration/Review: Section III(A)(1) & (2): Add */or guardian*
 - a. Committee Recommendation: Section III(A)(1) & (2): add */or a guardian*
 - i. Under Minnesota Statute section 13.32 Educational Data subdivision 1(c) defines "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.
 - ii. Under FERPA, the term “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.

410 Family and Medical Leave

1. Request/Comment/Consideration/Review: Section III(I): redefine “spouse” , Section III(G)(8): strike *would be incapable of self care*, Section V(C): reconsider the term “semester”
 - a. Committee Recommendation: Maintaining language that reflects statute or law. The language in this policy reflects the requirements of FMLA and is consistent with the requirements of the Minnesota parenting leave laws.

414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse

1. Committee Recommendation:
 - a. Section III (F): Updated to reflect MSBA model policy
 - b. Section V(A): Add *maltreatment*

3rd reading

215 Addressing School Board Member Violations

1. Request/Comment/Consideration/Review: Remove subjective language.
 - a. Committee Recommendation: Section I & II to read as follows
 - i. section I: *The school board and each of its members are committed to faithful compliance with the provisions of law. The school board recognizes that alleged, willful and/or continued violations of law must be addressed.*
 - ii. section II: *Per Minnesota Statute 129B.09 Subdivision 9; Removing board members. The board may remove, for proper cause, any member or officer of the board and fill the vacancy; but such removal must be by a concurrent vote of at least four members, at a meeting of whose time, place, and object the charged member has been duly notified, with the reasons for such proposed removal and after an opportunity to be heard in defense against the removal.*

413 Harassment and Violence

416 Drug, Alcohol, and Cannabis Testing

1. Request/Comment/Consideration/Review: Delete all references to charters
 - a. Committee Recommendation: removing all references to charters

601 School District Curriculum and Instruction Goals

1. Request/Comment/Consideration/Review: Section III: Add language that statute requires definitions.
 - a. Committee Recommendation: Section III: Add *Note: Definitions B, D, F, and H are added to Minnesota Statutes 120B.11 the World's Best Workforce law effective August 1, 2023. The definitions apply to revisions to the World's Best Workforce law regarding strategic plans; these revisions are effective "for all strategic plans reviewed and updated after June 30, 2024*

Policies for approval after 3rd reading/ Consent Agenda

215 Addressing School Board Member Violations

413 Harassment and Violence

416 Drug, Alcohol, and Cannabis Testing

601 School District Curriculum and Instruction Goals



206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS

I. PURPOSE

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public comments to the school board as well as to protect the due process and privacy rights of individuals under the law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school board is to encourage comments to the school board by persons of subjects related to the school district. ~~prior to the start of regular school board meetings.~~ The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free comments to the school board by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

III. DEFINITIONS

- A. "Personnel data" means government data on individuals maintained because they are or were employees of the school district, applicants for employment. **For the purposes of this policy, "employee", or includes a** ~~volunteers or an independent contractor. Fos for the school district, or members of or applicants for an advisory board or commission. Personnel data include data submitted to the school district by an employee as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations. An employee who is identified in a suggestion shall have access to all data in the suggestion except the identity of the employee making the~~

suggestion:

- B. Personnel data on current and former employees that is “public” includes: Name; employee identification number, which must not be the employee’s social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee’s work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee’s reasons for the use of sick or other medical leave or other not public data.
- C. Personnel data on current and former applicants for employment that is “public” includes:
- Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, “finalist” means an individual who is selected to be interviewed by the appointing authority prior to selection.
- D. “Educational data” means data maintained by the school district which relates to a student.
- E. “Student” means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared

time services.

- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multi member agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

IV. RIGHTS TO PRIVACY

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. Right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
 2. Right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
 3. Right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
 4. Right to a private hearing for licensed or non-licensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which

may come before the school board, including, but not limited to, the following:

1. Right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
2. Right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
3. Right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

VI. PROCEDURES FOR COMMENTS TO THE BOARD

- ~~A. Comments to the school board will begin fifteen minutes prior to the scheduled regular school board meeting. This time is for citizens who wish to address the board regarding School District related items. A maximum of five speakers will be given the opportunity to provide public comment. The school board will not engage in discussion or provide responses during this time, however, may respond at a later time and/or direct administration to follow up with the speaker.~~
- B. To be recognized, citizens must complete the Public Participation at School Board Meetings Procedures and Request (Form 206.1FRM) and submit their request via email or drop it off at the district office no later than 8 am on the day prior to the regularly scheduled board meeting. If a group or organization wishes to address the school board on a topic, one representative shall be designated as the speaker. Selected speakers will be notified by the administrative assistant to the superintendent [district representative].
- C. Only those speakers recognized by the school board will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, school board, or the proceedings may be directed to leave.
- ~~D. Each speaker will be limited to 3 minutes. This time may not be ceded to another~~

~~speaker. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one representative or spokespersons to speak on behalf of the group or organization.~~

- E. Matters which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
- F. The school board shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual **and any media feed will be cut immediately.**
- G. 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.

~~PUBLIC HEARINGS~~

~~¶~~

~~The procedures identified in Section IV A-G will also be used for comments to the school board during a public hearing, unless otherwise determined by statute or by the school board.~~

VII. COMPLAINTS

- A. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
- B. If the complaint is against an employee relating to child abuse, ~~discrimination~~, racial, religious, sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
- C. Unresolved complaints from Paragraph 1 of this section or problems concerning the school district should be directed to the superintendent's office.
- D. Complaints which are unresolved at the superintendent's level may be brought before the board as a whole by notifying the school board ~~chair~~ in writing.

VIII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

IX. PROCEDURES

The Board may determine at the Organizational Meeting, or as otherwise necessary at a board meeting, the time, place, and manner considerations for this policy as outlined in 206.2. ¶¶

¶¶

~~Meeting start time and day of the week ¶¶~~

- ~~1. Start time of the public comment session ¶¶~~
- ~~2. The location of the public comment session ¶¶~~
- ~~3. If the public comment sessions will be recorded/live streamed ¶¶~~
- ~~4. If public comment sessions will be summarized as outlined in Policy 203.2.~~

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 (Meetings Having Data Classified as Public)
Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures; Closed or Open Meeting)
Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach; Notice of Nonrenewal; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Employment; Contracts; Termination; Hearing Procedures)
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School

Districts; Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Superintendents; Disclose Past Buyouts or Contract is Void)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. Ch. 260E(Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: ISD 200 Policy 203.2PR (Order of the Regular School Board Meeting)
ISD 200 Policy 205 (Open Meetings and Closed Meetings)
ISD 200 Policy 206.2PR (Board Procedures for Policy 206)
ISD 200 Policy 207 (Public Hearings)
SD 200 Policy 406 (Public and Private Personnel Data)
ISD 200 Policy 515 (Protection and Privacy of Pupil Records)
MSBA School Law Bulletin “C” (Minnesota’s Open Meeting Law)
MSBA School Law Bulletin “I” (School Records – Privacy – Access to Data)

Policy Reviewed: 04.07.2022
Policy Adopted: 05.24.2023
Policy Revised: 05.24.2023



301 SCHOOL DISTRICT ADMINISTRATION

I. PURPOSE

The purpose of this policy is to clarify the role of the school district administration and its relationship with the school board.

II. GENERAL STATEMENT OF POLICY

- A. Effective administration and sound management practices are essential to realizing educational excellence. It is the responsibility of the school district administration to develop a school environment that recognizes the dignity of each student and employee, and the right of each student to access educational programs and services equitably.
- B. The school board expects all activities related to school district operations to be administered in a well-planned manner, conducted in an orderly fashion, and to be consistent with the policies of the school board.
- C. The school board shall seek specific recommendations, background information and professional advice from the school district administration and will hold the administration accountable for sound management of the schools.
- D. Although the school board holds the superintendent ultimately responsible for administration of the school district and annual evaluation of each principal, the school board also recognizes the direct responsibility of principals for educational results and effective administration, supervisory, and instructional leadership at the school building level.
- E. The school board and school administration shall work together to share information and decisions that best serve the needs of school district students within financial and facility constraints that may exist.

Legal References: Minnesota Statute 123B.143 (Superintendent)
Minnesota Statute 123B.147 (Principals)

Cross References: None

Policy Reviewed: 11.08.2023

Policy Adopted:

Policy Revised:



302 SUPERINTENDENT

I. PURPOSE

The purpose of this policy is to recognize the importance of the role of the superintendent and the overall responsibility of that position within the school district.

II. GENERAL STATEMENT OF POLICY

The school board shall employ a superintendent who shall serve as an ex officio, non-voting member of the school board and as chief executive officer of the school system

III. GENERAL RESPONSIBILITIES

- A. The superintendent is responsible for the management of the schools, the administration of all school district policies, and is directly accountable to the school board.
- B. The superintendent shall annually evaluate each principal assigned responsibility for supervising a school building in the district.
- C. The superintendent may delegate responsibilities to other school district personnel, but shall continue to be accountable for actions taken under such delegation.
- D. Where responsibilities are not specifically prescribed, nor school board policy applicable, the superintendent shall use personal and professional judgment, subject to review by the school board.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: ISD 200 Policy 202 (School Board Officers)
ISD 200 Policy 208 (Development, Adoption, and Implementation of Policies)
ISD 200 Policy 301 (School District Administration)
ISD 200 Policy 303 (Superintendent Selection)
ISD 200 Policy 304 (Superintendent Contract, Duties, and Evaluation)
ISD 200 Policy 305 (Policy Implementation)
ISD 200 Policy 306 (Administrator Code of Ethics)

Policy Reviewed: 11.08.2023

Policy Adopted:

Policy Revised:



303 SUPERINTENDENT SELECTION

I. PURPOSE

The purpose of this policy is to convey to the school community that the authority to select and employ a superintendent is vested in the school board.

II. GENERAL STATEMENT OF POLICY

The school board shall employ a superintendent to serve as the chief executive officer of the school district and to conduct the daily operations of the school district.

III. QUALIFICATIONS

- A. The school board shall consider applicants who meet or exceed the licensing standards set by the Minnesota Board of School Administrators and qualifications established in the job description for the superintendent position. State and federal equal employment and nondiscrimination requirements shall be observed throughout the recruitment and selection process.
- B. The school board will consider professional preparation, experience, skill, and demonstrated competence of qualified applicants in making a final decision.

IV. SELECTION

- A. A process for recruitment, screening, and interviewing of candidates shall be developed by the school board.
- B. The school board may contract for assistance in the search for a superintendent.
- C. The school board shall provide the contract for the superintendent and specifically identify all conditions of employment mutually agreed upon with the superintendent. In so doing, the school board shall observe all requirements of state and federal law and school board policy.

Legal References: Minn. Stat. § 123B.143 (Superintendent)
Minn. Rules, Chapter 3512

Cross References: None

Policy Reviewed: 11.08.2023

Policy Adopted:

Policy Revised:



304 SUPERINTENDENT CONTRACT, DUTIES, AND EVALUATION

I. PURPOSE

The purpose of this policy is to provide for the use of an employment contract with the superintendent, a position description, and the use of an approved instrument to evaluate performance.

II. GENERAL STATEMENT OF POLICY

- A. The superintendent's contract shall be used to formalize the employment relationship and to specifically identify and clarify all conditions of employment with the superintendent.
- B. The specific duties for which the superintendent is accountable shall be set forth in a position description for the superintendent and shall be measured by a performance appraisal instrument approved by the school board in consultation with the superintendent. The school board shall use this instrument to periodically evaluate the performance of the superintendent.
- C. The school board may use the model contract approved by the boards of the Minnesota School Boards Association and the Minnesota Association of School Administrators as a model instrument.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: None

Policy Reviewed: 11.08.2023

Policy Adopted:

Policy Revised:



305 POLICY IMPLEMENTATION

I. PURPOSE

The purpose of this policy is to clarify the responsibility of the school administration for implementation of school district policy.

II. GENERAL STATEMENT OF POLICY

- A. ~~It shall be the responsibility of the school board to implement policies and procedures for only the 200 series policies.~~
- B. It shall be the responsibility of the superintendent to implement school board policy ~~except for the 200 series. The superintendent and shall to~~ recommend additions or modifications thereto. The administration is authorized to develop procedures, guidelines, and directives to effectuate the implementation of school board policies. These procedures, guidelines, and directives shall not be inconsistent with said policies. At least annually, these written procedures, guidelines, and directives shall be presented to the school board for review.
- C. Employee and student handbooks shall be subject to annual review ~~and approval~~ by the school board.
- D. School principals and other administrators who have handbook responsibilities shall present recommended changes necessary to reflect new or modified policies. Changes of substance within handbooks shall be reviewed by the superintendent to assure compliance with school board policy and ~~may shall~~ be approved by the school board.

Legal References: Minn. Stat. § 123B.143 (Superintendent)

Cross References: ~~ISD 200 MSBA/MASA Model~~ Policy 208 (Development, Adoption, and Implementation of Policies)

Policy Reviewed: 11.08.2023

Policy Adopted:

Policy Revised:



306 ADMINISTRATOR CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to establish the requirements of the school board that school administrators (as defined in Minnesota Rules 3512.0100 subparts 5-7) adhere to the standards of ethics and professional conduct in this policy and Minnesota law.

II. GENERAL STATEMENT OF POLICY

A. An educational administrator's professional behavior must conform to an ethical code. The code must be idealistic and at the same time practical, so that it can apply reasonably to all educational administrators. The administrator acknowledges that the schools belong to the public they serve for the purpose of providing educational opportunities to all. However, the administrator assumes responsibility for providing professional leadership in the school and community. This responsibility requires the administrator to maintain standards of exemplary professional conduct. It must be recognized that the administrator's actions will be viewed and appraised by the community, professional associates, and students. To these ends, the administrator must subscribe to the following standards.

B. The Educational Administrator:

1. Makes the well-being of students the fundamental value of all decision-making and actions.
2. Fulfills professional responsibilities with honesty and integrity.
3. Supports the principle of due process and protects the civil and human rights of all individuals.
4. Obeys local, state, and national laws and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.
5. Implements the school board's policies.
6. Pursues appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals.
7. Avoids using positions for personal gain through political, social, religious, economic, or other influence.
8. Accepts academic degrees or professional certification only from duly accredited institutions.

9. Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.
10. Honors all contracts until fulfillment, release, or dissolution is mutually agreed upon by all parties to the contract.
11. Adheres to the Code of Ethics for School Administrators in Minnesota Rule.

III. COMPLIANCE

A. Compliance to this policy is governed by Minnesota Statute 214.10 (Complaint, Investigation, and Hearing). ~~governs failure of compliance with this policy.~~¶

~~B.~~

Legal References: Minnesota Statute 122A.14, Subd. 4 (Duties of Board of School Administrators)
Minnesota Statute 214.10 (Complaint, Investigation, and Hearing)
Minn. Rules Part 3512.0100 Subp. 5-7 (Definitions)
Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)

Cross References: None

Policy Reviewed: 11.08.2023

Policy Adopted:

Policy Revised:



*Hastings Public School District
ISD #200*

401 EQUAL EMPLOYMENT OPPORTUNITY

I. PURPOSE

The purpose of this policy is to provide equal employment opportunities for all applicants for school district employment and school district employees.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide equal employment opportunities for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, age, family care leave status, or veteran status. The school district also makes reasonable accommodations for disabled employees.
- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's Policy 413 on harassment and violence and Policy 522 on sex nondiscrimination and Title IX grievance procedures.
- C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities, or privileges of employment.
- D. Every school district employee shall be responsible for following this policy.
- E. Any person having a question regarding this policy should discuss it with the Director of Human Resource or the District Superintendent.

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 621 et seq. (Age Discrimination in Employment Act)
29 U.S.C. § 2615 (Family and Medical Leave Act)
38 U.S.C. § 4211 et seq. (Employment and Training of Veterans)
38 U.S.C. § 4301 et seq. (Employment and Reemployment Rights of Members of the Uniformed Services)
42 U.S.C. § 2000e et seq. (Equal Employment Opportunities Title VII of the Civil Rights Act)

42 U.S.C. § 12101 et seq. (Equal Opportunity for Individuals with Disabilities)

Cross References: ~~Policy 103 (Complaints – Students, Employees, Parents, Other Persons)~~
ISD 200 Policy 402 (Disability Nondiscrimination)
~~Policy 405 (Veteran’s Preference)~~¶
ISD 200 Policy 413 (Harassment and Violence)
ISD 200 Policy 522 (Sex Nondiscrimination Policy, Title IX Grievance Procedure and Process)

Policy Reviewed: 12.13.2023
Policy Adopted: 12.08.2021
Policy Revised: 12.13.2023~~12.08.2021~~



402 Disability Nondiscrimination

I. PURPOSE

The purpose of this policy is to provide a fair employment setting for all persons and to comply with state and federal law.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.
- B. The school district shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.
- C. The school district shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the accommodation would impose undue hardship on the operation of the business of the school district.
- D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact the school district's Director of Human Resources.

Legal References: *Minn. Stat. Ch. 363A (Minnesota Human Rights Act)*
29 U.S.C. § 794 et seq. (Section 504 of the Rehabilitation Act of 1973)
~~*Rehabilitation Act of 1973, § 504*~~
~~*29 U.S.C. 794 et seq. (Rehabilitation Act of 1973, § 504)*~~
~~*42 U.S.C. § 12101, Ch. 126 § 12112 (Americans with Disabilities Act)*~~
29 C.F.R. Part 32 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)
~~*34 C.F.R. Part 35*~~
34 C.F.R. Part 104 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)

Cross References: *ISD 200 Policy 103 (Complaints - Students, Employees, Parents, Other Persons)*
ISD 200 Policy 401 (Equal Employment Opportunity)

ISD 200 Policy 413 (Harassment and Violence)
ISD 200 Policy 521 (Student Disability Nondiscrimination)

Policy Reviewed: 12.08.2021
Policy Adopted: 12.08.2021
Policy Revised: 12.13.2023~~08.20~~



404 EMPLOYMENT BACKGROUND CHECKS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. PROCEDURES

- A. Normally an individual will not commence employment or provide services until the school district receives the results of the criminal history background check. In emergency situations, the superintendent, may conditionally hire an applicant or allow an individual to provide services pending completion of the background check but the individual shall be notified that the individual's employment or

opportunity to provide services may be terminated based on the result of the background check. Background checks will be performed by the Minnesota Bureau of Criminal Apprehension (BCA). The BCA shall conduct the background check by retrieving criminal history data as defined in Minnesota Statutes section 13.87. The school district reserves the right to also have criminal history background checks conducted by other organizations or agencies.

- B. In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services to the school district, except for an enrolled student volunteer, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide ~~a a money order or check payable to and provide~~ payment either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost ~~to the BCA and the school district~~ of conducting the criminal history background check. The cost of the criminal history background check is the responsibility of the individual, unless the school district decides to pay the costs for a volunteer, an independent contractor, or a student employee. If the individual fails to provide the school district with a signed Informed Consent Form and fee at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.
- C. The School District, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the Minnesota Professional Educator Licensing and Standards Board or the Minnesota Commissioner of Education within the 12 months preceding an offer of employment or permission to provide services.
- D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:
1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;
 2. the other school hiring authority conducted a criminal background check within the previous 12 months;
 3. the individual executes a written consent form giving the school district access to the results of the check; and
 4. there is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the individual for employment or provision of services.
- E. For all non-state residents who are offered employment with or the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and

from the government agency performing the same function in the resident state or, if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district. Such individuals must provide an executed criminal history consent form.

- F. When required, individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.
- G. Copies of this policy shall be available in the school district's **human resources department**~~employment office~~ and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services in the position posting and position advertisements.
- H. The individual will be informed of the results of the criminal background check(s) to the extent required by law.
- I. If the criminal history background check precludes employment with, or provision of services to, the school district, the individual will be so advised.
- J. The school district may apply these procedures to other volunteers, independent contractors, or student employees.
- K. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication. ~~A form notice for this purpose is included with this policy.~~

~~L.~~

IV. CRIMINAL HISTORY CONSENT FORM

A form to obtain consent for a criminal history background check **can be provided by Human Resources.** ~~is included with this policy.~~

Legal References: Minn. Stat. § 13.04, Subd. 4 (Rights of Subjects of Data)
Minn. Stat. § 13.87, Subd. 1 (Criminal Justice Data)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child, Elder, and Individuals with Disabilities Protection Background Check Act)
Minn. Stat. § 364.09(b) (Exception for School Districts)

Cross References: None

Policy Reviewed: 08.11.2022
Policy Adopted: 10.23.2019
Policy Revised: ~~09.28.2022~~ 12.13.2023



408 SUBPOENA OF A SCHOOL DISTRICT EMPLOYEE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DATA CLASSIFICATION

A. Educational Data

1. State Law

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

2. Federal Law

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

B. Personnel Data

The MGDPA, ~~Minn. Stat. Ch. 13~~, also classifies all personnel data, except for certain data specifically classified as public, as private data on individuals. The state statute provides that **private data on individuals may not be released,**

except pursuant to a valid court order or informed consent by the subject of the data.

IV. APPLICATION ~~AND PROCEDURES~~

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

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

Cross References: ~~ISD 200MSBA/MASA Model~~ Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
~~ISD 200MSBA/MASA Model~~ Policy 515 (Protection and Privacy of Pupil Records)
~~MSBA Law Bulletin "I" (School Records – Privacy – Access to Data)~~

Policy Reviewed: ~~11.29.2023~~ ~~02.08.2022~~
Policy Adopted: 06.24.2020
Policy Revised: ~~12.13.2023~~ ~~02.23.2022~~



410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

III. DEFINITIONS

A. “Covered active duty” means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 ~~United States Code section~~ ~~U.S.C. §~~ 101(a)(13)(B).

B. “Covered servicemember” means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

C. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least

1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling their Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee's fulfillment of their USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

- D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.
- E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered service member's spouse, parent, or child, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as their nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.
- F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
 - 1. a military medical treatment facility as an outpatient; or
 - 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 2. to attend military events and related activities of a covered military member;
 3. to address issues related to childcare and school activities of a covered military member's child;
 4. to address financial and legal arrangements for a covered military member;
 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or their child;
 6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
 7. to attend post-deployment activities related to a covered military member;
 8. to address ~~parental~~ care needs of a covered military member's parent who is incapable of self-care; and
 9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
 2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 ~~United States Code section~~ ~~U.S.C. §~~ 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, child or parent with a serious health condition; including incapacity due to pregnancy and for prenatal medical care;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, child, or parent being on covered active duty, or notified of an impending call or order to cover active duty in the Armed Forces.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
 - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the

beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

(1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or

(2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

(3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

(4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth ¶

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and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one

spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

7. Depending on the type of leave, intermittent or reduced schedule leave may be granted at the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, child, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating

active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.

12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review. The school district shall comply with written notice requirements as set forth in federal regulations.
14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the school district employer. ~~The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full-time equivalent during the 12-month period immediately preceding the leave.~~ This leave is separate and exclusive of

the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, ~~personal-per-childal-child~~, or medical, or sick leave, or accrued vacation provided by the ~~school district~~ employer so that the total leave does not exceed 12 weeks, unless agreed to by the ~~school district~~ employer, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the ~~school district~~ employer reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, child, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for ~~the~~ birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the ¶

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requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave

directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work-days in the leave period may be required to:
 1. take leave for the entire period or periods of the planned medical treatment; or
 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
 1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
 2. If the **instructional** employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.

3. If the **instructional** employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.
 4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.
- D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

- A. ~~This policy~~ A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint - shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employmentemployment.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. §§ 181.940-181.944 (Parenting Leave and Accommodations)
10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References: ~~None~~MSBA Service Manual, Chapter 13, School Law Bulletin “M”
(Statutory Provisions Which Grant Leaves to Licensed as well as
Non-Licensed School District Employees – Family and Medical Leave
Act Summary)
~~MSBA School Law Bulletin “M” (Licensed and Non-Licensed School
District Employee Leave)~~

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Policy Adopted: 07.28.2021
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414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected child neglect or physical or sexual abuse.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with **Minnesota Statutes chapter ~~Minn. Stat. Ch.~~ 260E** requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

III. DEFINITIONS

- A. “Accidental” means a sudden, not reasonably foreseeable, and unexpected occurrence or event ~~that~~**which**:
 - 1. is not likely to occur and could not have been prevented by exercise of due care; and
 - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of the event.
- B. “Child” means one under age 18 and, for purposes of **Minnesota Statutes chapter ~~Minn. Stat. Ch.~~ 260C (Juvenile Safety and Placement ~~Child Protection~~)** and **Minnesota Statutes chapter ~~Minn. Stat. Ch.~~ 260D (Child in Voluntary Foster Care for Treatment)**, includes an individual under age 21 who is in foster care pursuant to **Minnesota Statutes chapter ~~Minn. Stat. §~~ 260C.451 (Foster Care Benefits Past Age 18)**.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.

- D. “Mandated reporter” means any school personnel who knows or has reason to believe a child is being ~~maltreated~~~~neglected or physically or sexually abused~~, or has been ~~maltreated~~~~maltreated~~ ~~neglected or physically or sexually abused~~ within the preceding three years.
- E. “Mental Injury” means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child’s ability to function within a normal range of performance and behavior with due regard to the child’s culture.
- F. “Neglect” means the commission or omission of any of the acts specified below, other than by accidental means:
1. failure by a person responsible for a child’s care to supply a child with necessary food, clothing, shelter, health care, medical, or other care required for the child’s physical or mental health when reasonably able to do so; ~~including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;~~
 2. failure to protect a child from conditions or actions that seriously endanger the child’s physical or mental health when reasonably able to do so; ~~including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;~~
 3. failure to provide for necessary supervision or ~~child-care~~ arrangements appropriate for a child after considering factors ~~such~~ as the child’s age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for ~~the child’s~~~~his or her~~ own basic needs or safety, or the basic needs or safety of another child in his or her care;
 4. failure to ensure that a child is educated in accordance with state law, which does not include a parent’s refusal to provide his or her child with sympathomimetic medications;
 5. prenatal exposure to a controlled substance ~~as defined in state law~~ used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child’s birth, ~~or~~ medical effects or developmental delays during the child’s first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;
 6. medical neglect as defined by ~~Minnesota Statute section~~~~Minn. Stat. §~~ 260C.007, ~~subdivision~~~~Subd.~~ 6, Clause (5);

7. chronic and severe use of alcohol or a controlled substance by a ~~parent or~~ person responsible for the care of the child that adversely affects the child's basic needs and safety; or
8. emotional harm from a pattern of behavior ~~that~~ ~~which~~ contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

~~Neglect does not occur solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care. does not include spiritual means or prayer for treatment or care of disease where the person responsible for the child's care in good faith has selected and depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health. ¶~~

- G. "Non Maltreatment mistake" ~~occurs when~~ ~~means~~: (1) at the time of the incident, the individual was performing duties identified in the center's child-care program plan required under ~~Minnesota~~ Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar non maltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under ~~Minnesota~~ ~~Minnesota~~ Rules ~~Chapter~~ 9503.
- H. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employee or ~~agent~~ ~~da~~ ~~agend~~, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- I. "Physical abuse" means any physical injury, mental injury (~~under subdivision 13~~), or threatened injury (~~under subdivision 23~~), inflicted by a person responsible for the child's care ~~on a child~~ other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by ~~Minnesota Statute section~~ ~~Minn. Stat. §~~ 125A.0942 or

section § 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian ~~that~~ which does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by ~~Minnesota Statutes section Minn. Stat. § 121A.582.~~

Actions ~~that~~ which are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions ~~that~~ which result in any non-accidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances ~~that~~ which were not prescribed for the child by a practitioner, in order to control or punish the child, or ~~giving the child~~ other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or ~~that~~ subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under ~~Minnesota Statute section Minn. Stat. § 609.379~~ including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under ~~Minnesota Statute section Minn. Stat. § 121A.58.~~

- J. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes ~~maltreatment neglect or physical or sexual abuse~~ of a child and contains sufficient content to identify the child and any person believed to be responsible for the ~~maltreatment, neglect or abuse,~~ if known.
- K. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child-care services.
- L. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in ~~Minnesota Statute section Minn. Stat. § 609.341, subdivision Subd. 15,~~ or by a person in a current or recent position of authority (as defined in ~~Minnesota Statute section Minn. Stat. § 609.341, subdivision Subd. 10~~) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor ~~that~~ which constitutes a

violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation ~~that~~ which requires registration under Minnesota Statute section ~~Minnesota Stat. §~~ 243.166, subdivision ~~Subd.~~ 1b(a) or (b) (Registration of Predatory Offenders).

M. “Threatened injury” means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child’s care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm; (2) been found to be palpably unfit; (3) committed an act that resulted in an involuntary termination of parental rights; (4) , or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative.

¶

~~N. “Mental injury” means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child’s ability to function within a normal range of performance and behavior with due regard to the child’s culture.¶~~

¶

~~Ø. “Person responsible for the child’s care” means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.¶~~

¶

~~P. “Threatened injury” means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child’s care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.~~

IV. REPORTING PROCEDURES

A. A mandated reporter ~~as defined herein~~ shall immediately report the ~~information~~ neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years, to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal

police department. The reporter will include his or her name and address in the report.

- B. ~~An oral report shall be made immediately if the immediate report has been made orally;~~ by telephone or otherwise. ~~The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing assisting or investigating the report.~~ ~~Any written report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment, abuse or neglect of the child if the person is known, the nature and extent of the maltreatment, abuse or neglect and the name and address of the reporter.~~ The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing assisting or investigating the report. Any written report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment, abuse or neglect of the child if the person is known, the nature and extent of the maltreatment, abuse or neglect and the name and address of the reporter.
- C. Regardless of whether a report is made, 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 has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of ~~custodial or~~ parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. ~~An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.~~ An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, ~~plus costs and reasonable~~ ~~attorney fees. and the reckless~~ ~~knowingly or recklessly making a~~ ~~false report also may result in discipline. The court may also award attorney's fees.~~ plus costs and reasonable attorney fees. Knowingly or recklessly making a false report also may result in discipline. The court may also award attorney's fees.

V. INVESTIGATION

- A. The responsibility for ~~assessing or~~ investigating reports of suspected ~~maltreatment neglect or physical or sexual abuse~~ rests with the appropriate ~~state, county, state,~~ or local agency or agencies. The agency responsible for assessing or investigating reports of ~~child~~ maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged ~~offenderperpetrator~~, and any other person with knowledge of the ~~maltreatmentabuse or neglect~~ for the purpose of ~~gathering the~~ facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of ~~the alleged offender or parent, legal guardian, or~~ a school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.
- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property ~~mustwill~~ be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged ~~offenderperpetrator~~ is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged ~~offenderperpetrator~~ is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, [Minnesota Statute](#)

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.
- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law. If so, the duties relating to the reporting and investigation of such harassment or violence may be applicable.

VIII. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall appear in school personnel handbooks.
- B. The school district will develop a method of discussing this policy with school personnel.
- C. This policy shall be reviewed at least annually for compliance with state law.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd. 6, Clause (5) (Child in Need of Protection)
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)

Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
~~Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)~~
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)
~~Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)~~
~~Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)~~
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: ISD 200 Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)

Policy Reviewed: 02.08.2022
Policy Adopted: 07.28.2021
Policy Revised: ~~12.1~~23.2023

HR PERSONNEL REPORT

Board Meeting Date:

1.24.24

RETIREMENT/RESIGNATION/TERMINATION

NAME	STATUS	ASSIGNMENT	EMPLOYEE GROUP	EFFECTIVE DATE
Burgess-Champoux, Teri	Resignation	Parent Educator; .4 FTE Tilden	ED MN - Teachers	January 5, 2024
Larson, Rachel	Resignation	Director of Teaching and Learning District Wide	Administrators	December 18, 2024
Rapp, Sara	Resignation	Cook; 6.25 Hours / Day Hastings High School	Food Service	January 16, 2024

HIRES / REHIRES

NAME	ASSIGNMENT	SALARY PLACEMENT/HOURLY RATE	EMPLOYEE GROUP	EFFECTIVE DATE
Andrews, Pam	Sub Lunch / Recess Aide; Hours Vary District Wide	\$16.37 / Hour	N/A	December 11, 2023
Bistodeau, Jessica	Cook Assistant; 3 Hours / Day Hastings Middle School	\$18.47 / Hour	Food Service	January 18, 2024
Dorschner, Devin	SAC Asst Sub; Hours Vary District Wide	\$15.30 / Hour	N/A	December 27, 2023
Farber, Michael	Drivers Education Teacher; Hours Vary Community Education	\$34.00 / Hour	N/A	December 27, 2023
Hanson, Jim	Ski Advisor; 30 Hours Total Community Education	\$34.00 / Hour	N/A	January 9, 2024
Hardcastle, Jane	Special Education Teacher; 1.0 FTE Kennedy Elementary	\$50,064 Annual Salary	ED MN - Teachers	December 18, 2023
Hoffman, Jeff	Badminton Instructor; 8 Hours Total Community Education	\$34.00 / Hour	N/A	February 27, 2024
Lind, April	Lunch / Recess Aide; 2.5 Hours / Day Kennedy Elementary	\$19.96 / Hour	ED MN - ESP	December 21, 2023
McGinnis, Pete	Badminton Instructor; 8 Hours Total Community Education	\$34.00 / Hour	N/A	February 27, 2024
Meyer, Malory	Sub Paraprofessional; Hours Vary District Wide	\$19.40 / Hour	N/A	January 4, 2024
Myers, Megan	Grade 2 Teacher; 1.0 FTE Kennedy Elementary	\$44,799 Annual Salary	ED MN - Teachers	January 22, 2024
Oppold, Cindy	Ext. Term Sub Math Teacher; 8 Hours / Day Hastings Middle School	\$243.47 / Day	N/A	January 3, 2024 - February 16, 2024
Rasmusson, Boonnada	Cook; 6.25 Hours / Day Kennedy Elementary	\$20.45 / Hour	Food Service	January 18, 2024
Shofner, Natalie	Admin Support Asst II; 8 Hours / Day Hastings Middle School	\$19.79 / Hour	HESA	December 28, 2023
Stephens, Lillian	Sub Paraprofessional; Hours Vary District Wide	\$19.40 / Hour	N/A	December 11, 2023
Wood, Terri	Cook; 6.25 Hours / Day Hastings High School	\$20.45 / Hour	Food Service	January 18, 2024
Zeien, Kathleen	Ext. Term Sub Special Ed Teacher; 8 Hours/Day McAuliffe Elementary	\$243.47 / Day	N/A	January 22, 2024 - April 12, 2024 (Approximate Dates)

LEAVE APPROVAL

NAME	STATUS	ASSIGNMENT	EMPLOYEE GROUP	EFFECTIVE DATE(S)
Charbonneau, Kori	Approve	Specialized Support Coach; 1.0 FTE Kennedy Elementary	ED MN - Teachers	February 22, 2024 - May 16, 2024 (Approximate Dates)
Kasel, Shayla	Approve	Social Studies Teacher; 1.0 FTE Hastings Middle School	ED MN - Teachers	February 29, 2024 - June 6, 2024 (Approximate Dates)
Vargas, Bernie	Approve	Special Education Teacher; 1.0 FTE McAuliffe Elementary	ED MN - Teachers	February 24, 2024 - May 16, 2024 (Approximate Dates)

ASSIGNMENT CHANGES

NAME	FROM	TO	EMPLOYEE GROUP	EFFECTIVE DATE(S)
Clark, Julie	Cook; 6.25 Hours / Day Hastings High School	Sub Cook; Hours Vary District Wide	N/A	January 8, 2024
Cook, Kristina	Admin Support Asst II; 8 Hours / Day Classification 6; \$20.21 / Hour Hastings Middle School	Admin Assistant; 8 Hours / Day Classification 8; \$23.63 / Hour Hastings Middle School	HESA	December 29, 2023
Olson, Darlene	Daily Floating Sub; 8 Hours / Day \$200 / Day Hastings High School	Ext. Term Sub English Teacher; 8 Hours / Day \$243.47 / Day Hastings High School	N/A	January 9, 2024 - March 26, 2024
Wroblewski, Kayla	SAC Assistant; 2.5 Hours / Day Classification 4; \$17.00 / Hour McAuliffe Elementary	Paraprofessional; 6.25 Hours / Day Classification 7; \$20.35 / Hour McAuliffe Elementary	ED MN - ESP	January 4, 2024

May 1, 2023 thru October 31, 2023

Site	Fundraiser Description	Time of Year	Funds used for	Net Amount Fundraised	Building
Butter Braid Fundraiser	Selling Butterbraids	October	Little Learner Scholarship Fund	\$ 4,458.00	Tilden
Work Middle School Track Meets	Kids work meet, Middle school pays track team	Spring (2 dates)	Track Equipment	\$ 1,000.00	High School/Middle School
High School Greenhouse plant sale	Students grow plants/flowers in greenhouse	Spring	Horticulture supplies	\$ 2,000.00	
NHS Bake Sale	Students bring in baked goods and sell to families/staff at Open House	Fall (Open House)	Supplies for NHS events throughout the year	\$ 744.00	High School
AVID strive for 5K	Donations from participants	October (moved to fall in 23-24 school year)	AVID program - field trips and supplies	\$ 800.00	High School
AVID strive for 5k	Donations from participants		45047 AVID program - field trips and supplies	\$ 700.00	High School
Gertens Mums Fundraiser	Selling Mums via Online Portal	August	Show Choir participation Fees	\$ 3,500.00	High School
Gertens Holiday Fundraiser	Selling Gertens Holiday items via Online Portal	October	Show Choir Participation Fees	\$ 4,000.00	high School

May 1, 2023 through October 31, 2023

Sport	Fundraiser Description	How Funds Are Raised	Time of Year	Funds Used For	Net Amount Fundraised
GTennis	Car wash	washing cars, free will donation	September	banquet, court time	\$ 1,000.00
GTennis	Jersey Mikes	50% sales	September	team activities, senior night	\$ 200.00
Track & Field	MS Track Meets	Paid for working meet	2 meets in spring	Equipment	\$ 1,000.00
Cross Country	Car Wash	washing cars, free will donation	September	banquet	\$ 1,289.00
Wrestling	Poster Sponsors	Donated money to be on poster	Fall	Uniforms	\$ 3,850.00

Pay Equity Implementation Report

Part A: Jurisdiction Identification

Jurisdiction: ISD No. 200 - Hastings
1000 West 11th Street

Hastings, MN 55033

Jurisdiction Type: School

Contact: Cathy Moen

Phone: (651) 480-7002

E-Mail: cmoen@isd200.org

Part B: Official Verification

1. The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system was used: Consultant

Description:

The same as last year

2. Health Insurance benefits for male and female classes of comparable value have been evaluated and:
There is no difference and female classes are not at a disadvantage.

3. An official notice has been posted at:

District Office

(prominent location)

informing employees that the Pay Equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:

Hastings ISD 200 School Board

(governing body)

Carrie Tate

(chief elected official)

School Board Chair

(title)

Part C: Total Payroll

\$33989663.00

is the annual payroll for the calendar year just ended December 31.

- [] Checking this box indicates the following:
- signature of chief elected official
 - approval by governing body
 - all information is complete and accurate, and
 - all employees over which the jurisdiction has final budgetary authority are included
- Date Submitted:1/23/2024

Compliance Report

Jurisdiction: ISD No. 200 - Hastings
1000 West 11th Street

Report Year: 2024
Case: 1 - 2024 DATA (Private (Jur Only))

Hastings, MN 55033

Contact: Cathy Moen

Phone: (651) 480-7002

E-Mail: cmoen@isd200.org

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	18	52	3	73
# Employees	45	483	15	543
Avg. Max Monthly Pay per employee	6136.73	7559.91		7509.96

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 160.4938 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	8	34
b. # Below Predicted Pay	10	18
c. TOTAL	18	52
d. % Below Predicted Pay (b divided by c = d)	55.56	34.62

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 526	Value of T = -6.603
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- a. Avg. diff. in pay from predicted pay for male jobs = 8
- b. Avg. diff. in pay from predicted pay for female jobs = 1406

III. SALARY RANGE TEST = 100.46 (Result is A divided by B)

- A. Avg. # of years to max salary for male jobs = 12.06
- B. Avg. # of years to max salary for female jobs = 12.00

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

- A. % of male classes receiving ESP = 0.00 *
 - B. % of female classes receiving ESP = 21.15
- *(If 20% or less, test result will be 0.00)



**RECOMMENDATION FOR APPROVAL
OF DEPARTMENT HEAD COMPENSATION RATES
(as part of the Board Approved 2023-2025 Master
Agreement with Education Minnesota - Teachers)**

January 24, 2024

On November 21, 2023, the School Board approved the 2023-2025 Education Minnesota - Teachers' Master Agreement. The financial package mutually agreed to during the negotiations of this Agreement included increases to the Department Head compensation rates, however, these changes were not reflected in the red-lined Master Agreement approved by the Board. As such, administration is recommending approval of the rates, as provided below.

ARTICLE XI - EXTRA COMPENSATION

Section 2 - Department Head Compensation

<u>FTE</u>	<u>20231-242</u>	<u>20242-253</u>
1	<u>\$1,6314,567</u>	<u>\$1,6804,599</u>
2-3	<u>\$1,8941,820</u>	<u>\$1,9514,857</u>
4-6	<u>\$2,1582,075</u>	<u>\$2,2232,416</u>
7-9	<u>\$2,4232,329</u>	<u>\$2,4962,375</u>
10-12	<u>\$2,6892,584</u>	<u>\$2,7702,636</u>
13-15	<u>\$2,9522,837</u>	<u>\$3,0412,894</u>
16-18	<u>\$3,2173,093</u>	<u>\$3,3143,154</u>
19+	<u>\$3,4823,347</u>	<u>\$3,5863,414</u>

Submitted by: Cathy Moen, Director of Human Resources



**RECOMMENDATION FOR APPROVAL
MEMORANDUM OF AGREEMENT
ELIGIBILITY FOR DISTRICT CONTRIBUTION TOWARD
MEDICAL-HOSPITALIZATION BENEFITS FOR “EMPLOYEE A”**

January 24, 2024

Administration recommends approval of the Memorandum of Agreement provided as an attachment.

Submitted by: Cathy Moen, Director of Human Resources



**MEMORANDUM OF AGREEMENT
ELIGIBILITY FOR DISTRICT CONTRIBUTION TOWARD
MEDICAL-HOSPITALIZATION BENEFITS FOR “EMPLOYEE A”**

This Memorandum of Agreement is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the “District”) and Education Minnesota Hastings (hereinafter referred to as the “Union”).

WHEREAS, the District and the Union concluded negotiations of the 2023-2025 Master Agreement in November of 2023; and

WHEREAS, during the course of negotiations, language in Article XII, Group Insurance, Section 6, Income Protection Insurance, of the 2021-2023 Master Agreement was revised; and

WHEREAS, the revised language contained in Article XI, Group Insurance, Section 6, Long Term Disability (LTD) Income Protection, of the 2023-2025 Master Agreement allows employees qualifying for LTD to continue on the District’s medical-hospitalization insurance plan in accordance with applicable state and federal laws, with the employee being responsible for payment of the premium; and

WHEREAS, Article XII, Group Insurance, Section 6, Income Protection Insurance, of the 2021-2023 Master Agreement provided for a District contribution toward such premium; and

WHEREAS, during the time that the 2023-2025 Master Agreement was being negotiated, “Employee A” had begun the process of application for LTD benefits, relying on the language in the 2021-2023 Master Agreement, as it relates to the anticipated cost to continue medical-hospitalization insurance coverage under the District’s insurance plan.

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

1. Upon qualification for LTD benefits, “Employee A” shall be eligible for a District contribution toward medical-hospitalization insurance as provided for in Article XII, Group Insurance, Section 6, Income Protection Insurance, of the 2021-2023 Master Agreement; and
2. The terms of this Memorandum of Agreement shall not establish a precedent, nor shall it be used to seek or justify similar terms in any subsequent situation.

HASTINGS PUBLIC SCHOOLS - ISD 200

EDUCATION MINNESOTA HASTINGS -
TEACHERS

DATE: _____

DATE: _____

BY: _____

BY: _____

FOR THE DISTRICT

ITS PRESIDENT



**MEMORANDUM OF AGREEMENT
INTERIM MIDDLE SCHOOL PRINCIPAL COMPENSATION
January 18, 2024**

This Memorandum of Agreement is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the "School District") and the Principals' Association (hereinafter referred to as the "Association").

WHEREAS, the Hastings Middle School Principal is on a leave of absence; and

WHEREAS, Trent Hanson, High School Assistant Principal/Athletic Director has been assigned as the interim Middle School Principal for the period of December 22, 2023 through approximately March 8, 2024; and

WHEREAS, Trent Hanson is continuing to perform the responsibilities of his regular position as High School Assistant Principal/Athletic Director, while also fulfilling the role as Interim Middle School Principal.

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

1. Trent Hanson shall be paid a stipend, in addition to his regular compensation, for all work performed during the period of December 22, 2023 through March 8, 2024; and
2. Such stipend shall be in the amount of \$18,000; and
3. The terms of this Memorandum of Agreement shall not establish a precedent, nor shall it be used to seek or justify similar terms in any subsequent situation.

ISD 200 PRINCIPALS' ASSOCIATION

HASTINGS PUBLIC SCHOOLS - ISD 200

DATE: _____

DATE: _____

BY: _____

BY: _____

FOR THE DISTRICT



**RECOMMENDATION FOR APPROVAL
MEMORANDUM OF AGREEMENT
INTERIM MIDDLE SCHOOL PRINCIPAL COMPENSATION**

January 24, 2024

Administration recommends approval of the Memorandum of Agreement provided as an attachment.

Submitted by: Cathy Moen, Director of Human Resources



Hastings Public School District
ISD #200

215 ADDRESSING SCHOOL BOARD MEMBER VIOLATIONS ~~Addressing School Board Member Violations~~

I. PURPOSE

~~The bBoard and each of its members are committed to faithful compliance with the provisions of the bBoard's policies, and procedures as laid out in 215.1PR.~~

The school board and each of its members are committed to faithful compliance with the provisions of law. The school board recognizes that alleged willful and/or continuing violations of law must be addressed. ~~When a violation occurs each member of the school board is responsible for promptly initiating the steps outlined in 215.1PR Addressing School Board Member Violations Procedure.~~ ¶

II. GENERAL STATEMENT

In accordance with Minnesota Statute 123B.09 subd. 9, the board may remove, for proper cause, any member or officer of the board and fill the vacancy; but such removal must be by a concurrent vote of at least four members, at a meeting of whose time, place, and object the charged member has been duly notified, with the reasons for such proposed removal and after an opportunity to be heard in defense against the removal.

~~The bBoard recognizes that its failure to deal with violations of its policies and bBoard member misconduct risks the loss of public confidence in the bBoard's ability to govern effectively. Therefore, in the event of a member's violation of policy, procedure, or law.. or other forms of misconduct, the bBoard shall address the issue by using the following steps: ¶~~

~~Conversation in a private setting between the offending member and the sSchool bBoard eChair or other individual member; such conversation will be reported to the balance of the bBoard ¶~~

- ~~1. If agreement or understanding is reached, consider the issue resolved. ¶~~
- ~~2. If resolution isn't achieved, in accordance with legal counsel, bring the alleged violation to the school board by requesting a closed meeting in accordance with Minnesota Statute 13D.05 for preliminary consideration of allegations or charges against an individual subject to the board's authority. If resolution isn't achieved, in accordance with legal counsel, discussion achieved Discussion in a public meeting between the offending member and the full sSchool bBoard in a private closed meeting unless the member requests the meeting is public.~~

- ~~3. Public censure, by simple majority vote, of the offending member of the School Board, as well as removal from committees and leadership positions, to which the member has been appointed or elected. ¶~~
- ~~4. Removal from the school board for proper cause by a concurrent vote of at least four members. The board member to be removed will be duly notified of the time and place of the meeting for which the vote is to be taken, and for the reasons for the proposed removal. The board member will be given an opportunity to be heard in defense against the removal. ¶~~

~~Most board member issues and situations are intended to fall into Category 1. Categories 2, 3, and 4 are intended for extreme and/or repeated instances of violations where Category 1 has not resulted in a change in member behaviors.~~

Legal References:

MN 123:B.09; Subd. 9. Removing board members.

Reviewed: 01.19.2024

Revised: 12.08.2021

Adopted: 12.02.2021



413 HARASSMENT AND VIOLENCE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

III. DEFINITIONS

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

- c. is regarded as having such an impairment.
2. “Familial status” means the condition of one or more minors being domiciled with:
 - a. their parent or parents or the minor’s legal guardian; or
 - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
 3. “Gender Identity” refers to a person’s deeply held sense or knowledge of their own gender.
 4. “Gender Expression” refers to the manner in which persons represent or express gender to others, often through behavior, clothing, hairstyles, activities, voice, or mannerisms.
 5. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
 6. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
 7. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
 8. ~~“Sexual orientation” means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.~~
“Sexual orientation” means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.
 9. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.
- F. Sexual Harassment; Definition for Purposes of this Policy¹
1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or
 - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual’s employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
 2. Sexual harassment may include, but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
 - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual’s employment or educational status;
 - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual’s employment or educational status; or

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

- f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statute section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
2. Sexual violence may include, but is not limited to:
 - a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
 - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
 - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
 - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

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

IV. SEXUAL HARASSMENT REPORTING AND INVESTIGATION PROCEDURES

- A. Allegations of sexual harassment may be subject to detailed requirements outlined in federal regulations implementing Title IX. To ensure the District's compliance with Title IX requirements, *all allegations involving sexual harassment must be immediately brought to the attention of the District's Title IX Coordinator.*
- B. For Title IX purposes, "sexual harassment" means conduct on the basis of sex that includes one or more of the following elements:
 1. **An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;**
 2. Unwelcome conduct determined by a reasonable person to be so severe,

pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity;

3. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).
- C. Any District employee who is aware of an allegation of sexual harassment must immediately notify the Title IX Coordinator. Students are strongly encouraged to notify the Title IX Coordinator of sexual harassment allegations, but may report allegations to any District employee. A District employee who receives a report from a student is responsible for immediately notifying the Title IX Coordinator.
 - D. Sexual harassment allegations will be processed in accordance with the Title IX Grievance Procedures attached to School Board Policy 522. The Grievance Procedures must be published and disseminated as required by law. Alleged conduct that does not meet Title IX's definition of "sexual harassment," if proved, may be investigated and addressed pursuant to the procedures outlined below.
 - E. The District's Title IX Coordinator is:

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

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

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

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

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

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

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

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

VI. SCHOOL DISTRICT ACTION

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

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

VII. RETALIATION OR REPRISAL

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

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statutes ~~chapter~~ 260E may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

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

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

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act) Minn. Stat. § 609.341 (Definitions)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973, § 504)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)¶
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

Cross References: ISD 200 Policy 102 (Equal Educational Opportunity)
ISD 200 Policy 401 (Equal Employment Opportunity)
~~ISD 200 Policy~~ Policy 402 (Disability Nondiscrimination Policy)
~~ISD 200 Policy~~ Policy 403 (Discipline, Suspension, ISD 200 and Dismissal of School District Employees)¶
ISD 200 Policy 406 (Public and Private Personnel Data)
~~ISD 200 Policy~~ Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
ISD 200 Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
ISD 200 Policy 506 (Student Discipline)
~~ISD 200 Policy~~ Policy 514 (Bullying Prohibition Policy)
ISD 200 Policy 515 (Protection and Privacy of Pupil Records)
ISD 200 Policy 521 (Student Disability Nondiscrimination)
ISD 200 Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)
ISD 200 Policy 524 (Internet Acceptable Use and Safety Policy)
~~ISD 200 Policy~~ Policy 525 (Violence Prevention) ¶
~~ISD 200 Policy~~ Policy 526 (Hazing Prohibition)
~~ISD 200 Policy~~ Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)¶

Policy Reviewed: ~~11.29.2023~~09.22.2021

Policy Adopted: 08.25.2021

Policy Revised: ~~12.13.2023~~09.22.2021



416 DRUG, ~~AND~~ ALCOHOL, AND CANNABIS TESTING

I. PURPOSE

- A. The school board recognizes the significant problems created by drug, ~~and~~ alcohol, and cannabis use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.
- B. The school board believes that a work environment free of drug, ~~and~~ alcohol, and cannabis use will be not only safer, healthier, and more productive but also more conducive to effective learning. To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug, ~~and~~ alcohol, and cannabis testing in accordance with the provisions of this policy and as provided in federal law and Minnesota Statutes, sections 181.950- 181.957.

II. GENERAL STATEMENT OF POLICY

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug, ~~and~~ alcohol, and cannabis testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug, ~~and~~ alcohol, and cannabis testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug, ~~and~~ alcohol, and cannabis testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.
- C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs that are not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.

- D. The use, possession, sale, purchase, transfer, or dispensing of alcohol or cannabis is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol or cannabis is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol or cannabis are prohibited from entering or remaining on school district property.
- E. Any employee who violates this section shall be subject to discipline that includes, but is not limited to, immediate suspension without pay and immediate discharge.
- F. The school district may discipline, discharge, or take other adverse personnel action against an employee for cannabis flower, cannabis product, lower-potency hemp edible, or hemp-derived consumer product use, possession, impairment, sale, or transfer while an employee is working, on school district premises, or operating a school district vehicle, machinery, or equipment as follows:
 - 1. if, as the result of consuming cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product, the employee does not possess that clearness of intellect and control of self that the employee otherwise would have;
 - 2. if cannabis testing verifies the presence of cannabis flower, a cannabis product, a lower-potency hemp edible, or a hemp-derived consumer product following a confirmatory test;
 - 3. as provided in the school district’s written work rules for cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products and cannabis testing, provided that the rules are in writing and in a written policy that contains the minimum information required by section 181.952; or
 - 4. as otherwise authorized or required under state or federal law or regulations, or if a failure to do so would cause the school district to lose a monetary or licensing-related benefit under federal law or regulations.

III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS

At this time Hastings Public Schools currently contracts with Hastings Bus Company.

A. General Statement of Policy

All persons subject to commercial driver’s license requirements shall be tested for

alcohol, marijuana (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

B. Definitions

1. “Actual Knowledge” means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee’s use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee’s admission, except when made in connection with a qualified employee self-admission program.
2. “Alcohol Screening Device” (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. “Breath Alcohol Technician” (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. “Commercial Motor Vehicle” (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.
5. “Designated Employer Representative” (DER) means an employee authorized by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.
6. “Department of Transportation” (DOT) means United States Department of Transportation.
7. “Direct Observation” means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.
8. “Driver” is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.
9. “Evidential Breath Testing Device” (EBT) means a device approved by

the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.

10. “Licensed Medical Practitioner” means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.
11. “Medical Review Officer” (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district’s drug testing program and for evaluating medical explanations for certain drug tests.
12. “Refusal to Submit” (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver’s provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer’s instructions, in an observed collection, to raise the driver’s clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.
13. “Safety-Sensitive Functions” are on-duty functions from the time the

driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.

14. “Screening Test Technician” (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
15. “Stand Down” means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory reports to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test before the MRO completes the verification process.
16. “Substance Abuse Professional” (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning the effects of alcohol and controlled substances use on an individual’s health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver’s or a coworker’s); and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. ~~This statement should be in the form of Attachment A to this policy.~~ The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance

includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.

8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and the policies of the school district.

G. Prescription Drugs/Cannabinoid Products

A driver shall inform the driver's supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for **cannabismarijuana**. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

H. Testing Requirements

1. Pre-Employment Testing

- a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school

district.

- b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
- c. To be hired, the applicant must test negative and must sign an agreement ~~in the form of Attachment B to this policy~~, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.
- d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.
- e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of the query.

2. Post-Accident Testing

- a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a

moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.

- b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
- c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.
- d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
- e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.
- f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.
- g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

3. Random Testing

- a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.
- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.
- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as a random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the ~~selection~~ [selection](#)

period.

- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.
- b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
- c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
- d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of

the drug test are released, whichever is earlier.

5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.
6. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as ¶
7. ¶ directed by the SAP for up to sixty (60) months after completing a treatment program.
8. Refusal to Submit and Attendant Consequences
 - a. A driver or driver applicant may refuse to submit to drug and alcohol testing.
 - b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 United States Code section 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.
 - c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.
 - d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to ¶
 - e. ¶ and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

- f. ~~Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.~~

I. Testing Procedures

1. Drug Testing

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.
- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period ¶
- e. ¶ of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.
- d. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.
- e. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and

Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.

- f. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.
- g. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
 - (1) The donor expressly declines the opportunity to discuss the test results;
 - (2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or
 - (3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

- a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.
- b. Any test result less than 0.02 alcohol concentration is considered a “negative” test.

- c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.
- d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.
- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

- 1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.
- 2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP;
 - b. and the employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.
 - c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

A testing laboratory for controlled substances certified by the Department of Health and Human Services – SAMHSA, will be used to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minn. Stat. Ch. 13. Any information concerning the individual’s test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.

2. The required records shall be retained for the following minimum periods:

Basic records 5 years

“Basic records” includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers	3 years
Alcohol and controlled substance collection procedures	2 years
Negative and canceled controlled substance tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

“Education and training records” must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

3. Personal Information

Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse (“Clearinghouse”) as required under federal law, including:

- a. The name of the person tested;
- b. Any verified positive, adulterated, or substituted drug test ~~result~~result;
- c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;
- d. Any refusal to submit to any test required hereunder;
- e. Any report by a supervisor of actual knowledge of use as follows
 - i. Any on-duty alcohol use;
 - ii. Any pre-duty alcohol use;
 - iii. Any alcohol use following an accident; and
 - iv. Any controlled substance use.
- f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;
- g. Any negative return-to-duty test; and
- h. Any employer's report of completion of follow-up testing.

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

- 1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.
- 2. Referral, Evaluation, and Treatment
 - a. A driver or driver applicant who has engaged in prohibited conduct

shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

- b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.
- c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.
- d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

- a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug, ~~and~~ alcohol, ~~and~~ cannabis testing other than that required by federal law. For example, drivers may be requested or required to undergo drug, ~~and~~ alcohol, ~~and~~ cannabis testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the

definition of “other employees” covered by Section IV. of this policy.
~~of this policy.~~

Q. Report to Clearinghouse

The school district shall promptly submit to the Clearinghouse any record generated of an individual who refuses to take an alcohol or controlled substance test required under Title 49, Code of Federal Regulations, tests positive for alcohol or a controlled substance in violation of federal regulations, or violates subpart B of Part 382 of Title 49, Code of Federal Regulations (~~—or subsequent~~~~subsequent~~ corresponding regulations).

R. Annual Clearinghouse Query

1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver’s consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearing House but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver’s Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.
2. The school district may not access an individual’s Clearinghouse record unless the school district (1) obtains the individual’s prior written or electronic consent for access to the record; and (2) submits proof of the individual’s~~individual’s~~ consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.
3. The school district shall protect the individual’s privacy and confidentiality

of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.

4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

IV. CANNABIS TESTING OR DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

The school district may request or require drug and alcohol testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

A. Definitions

1. "Cannabis testing" means the analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of cannabis flower, as defined in Minnesota Statutes, section 342.01, subdivision 16, cannabis products, as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, hemp-derived consumer products as defined in section 342.01, subdivision 37, or cannabis metabolites in the sample tested. The definitions in this section apply to cannabis testing unless stated otherwise.
2. "Confirmatory test" and "confirmatory retest" mean a drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
3. "Drug" means a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, but does not include marijuana, tetrahydrocannabinols, cannabis flower as defined in section 342.01, subdivision 16, cannabis products as defined in section 342.01, subdivision 20, lower-potency hemp edibles as defined in section 342.01, subdivision 50, and hemp-derived consumer products as defined in section 342.01, subdivision 37.

4. “Drug and Alcohol Testing,” “Drug or Alcohol Testing,” and “Drug or Alcohol Test” mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" do not include cannabis or cannabis testing, unless stated otherwise.
5. "Employee" means a person, independent contractor, or person working for an independent contractor who performs services for compensation, in whatever form, for an employer.
6. "Initial screening test" means a drug or alcohol test or cannabis test which uses a method of analysis under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
7. “Job Applicant” means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the charter school in a position that does not require a commercial driver’s license, and includes a person who has received a job offer made contingent on the person’s passing drug or alcohol testing. ~~Job applicants for positions requiring a commercial driver’s license are governed by the provisions of the charter school’s drug and alcohol testing policy relating to school bus drivers (Section III.).~~
8. “Other Employees” means any persons, independent contractors, or persons working for an independent contractor who perform services for the charter school for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver’s license, and includes both professional and nonprofessional personnel. ~~Persons whose positions require a commercial driver’s license are primarily governed by the provisions of the charter school’s drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver’s license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of “other employees.”~~
9. “Positive Test Result” means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.
10. “Random Selection Basis” means a mechanism for selection of employees that:

- a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
 - b. does not give the **charter** school discretion to waive the selection of any employee selected under the mechanism.
11. “Reasonable Suspicion” means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.
12. “Safety-Sensitive Position” means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person.

B. Circumstances Under Which Cannabis Testing or Drug or Alcohol Testing May Be Requested or Required; Exceptions*

1. General Limitations

- a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver’s license to undergo drug or alcohol testing **or cannabis testing**, unless the testing is done pursuant to this ~~drug and alcohol testing~~ policy; and is conducted by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1.
- b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver’s license to undergo drug and alcohol testing **or cannabis testing** on an arbitrary and capricious basis.

2. Cannabis Testing Exceptions

For the following positions, cannabis and its metabolites are considered a drug and subject to the drug and alcohol testing provisions in Minnesota Statutes, sections 181.950 to 181.957:

- a. a safety-sensitive position, as defined in Minnesota Statutes, section 181.950, subdivision 13;
- b. a position requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to children;
- c. a position requiring a commercial driver's license or requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or an employee;

- d. a position of employment funded by a federal grant; or
- e. any other position for which state or federal law requires testing of a job applicant or an employee for cannabis.

3. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer that is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

- a. The school district must not request or require a job applicant to undergo cannabis testing solely for the purpose of determining the presence or absence of cannabis as a condition of employment unless otherwise required by state or federal law.
- b. Unless otherwise required by state or federal law, the school district must not refuse to hire a job applicant solely because the job applicant submits to a cannabis test or a drug and alcohol test authorized by Minnesota law and the results of the test indicate the presence of cannabis.
- c. The school district must not request or require an employee or job applicant to undergo cannabis testing on an arbitrary or capricious basis.
- d. Cannabis testing authorized under paragraph (d) must comply with the safeguards for testing employees provided in Minnesota Statutes, sections 181.953 and 181.954.

4. Random Testing

The school district may request or require employees to undergo cannabis testing or drug and alcohol testing on a random selection basis only if they are employed in safety-sensitive positions.

5. Reasonable Suspicion Testing

The school district may request or require any employee to undergo **cannabis testing or** drug and alcohol testing if the school district has a reasonable suspicion that the employee:

- a. is under the influence of **cannabis**, drugs, or alcohol;
- b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol, **cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products** while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;
- c. has sustained a personal injury, as that term is defined in Minnesota Statutes, section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

5. Treatment Program Testing

The school district may request or require any employee to undergo **cannabis testing and** drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo **cannabis testing and** drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

6. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

C. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

D. Definitions

1. ~~“Drug” means a controlled substance as defined in Minnesota Statutes, including medical cannabis, regardless of enrollment in the state registry program.~~
2. ~~“Drug and Alcohol Testing,” “Drug or Alcohol Testing,” and “Drug or Alcohol Test” mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.~~
3. ~~“Other Employees” means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of “other employees.”~~
4. ~~“Job Applicant” means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.).~~
5. ~~“Positive Test Result” means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.~~
6. ~~“Random Selection Basis” means a mechanism for selection of employees that:~~

~~a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and~~

~~b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.~~

~~7. “Reasonable Suspicion” means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.~~

~~8. “Safety Sensitive Position” means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.~~

~~9.~~

E. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

Any employee or job applicant whose position does not require a commercial driver’s license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of Section IV.D.

2. Consequences of an Employee’s Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver’s license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

3. Consequences of a Job Applicant’s Refusal to Undergo Drug and Alcohol Testing

Any job applicant for a position which does not require a commercial driver’s license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

F. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not

require a commercial driver's license to undergo drug or alcohol testing **or requesting cannabis testing**, the school district shall provide the employee or job applicant with a Pretest Notice ~~in the form of Attachment D to this policy on which~~ to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing **or cannabis testing** policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing **or cannabis testing** of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test **or cannabis test**.

4. Notice of and Right to Explain Positive Test Result

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information.
- b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.
- c. The employee may present verification of enrollment in the medical cannabis patient registry **or of enrollment in a Tribal medica cannabis program** as part of the employee's explanation.
- d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for **cannabis**~~marijuana~~. MROs will verify a drug test confirmed as positive, even if an employee claims to have

only used nonintoxicating cannabinoids or edible cannabinoid product.

- e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.

- b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota Statutes, section 181.953, subdivision 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug, ~~or~~ alcohol, or cannabis threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

- 6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform the individual of other rights provided under Sections F. or G., below, whichever is applicable.

Attachments E and F to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

G. Discharge and Discipline of Employees Whose Positions Do Not Require a

Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.
3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test **or cannabis test** requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a, drug, ~~or~~ alcohol, **or cannabis** —counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co- employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information

before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.

6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process or cannabis testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

H. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

I. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;
2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;
3. A sample must be accompanied by a written chain-of-custody record; and
4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

J. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minnesota Statutes Chapter 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, Chapter 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

K. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug, ~~and~~ alcohol, or cannabis testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice ~~in the form of Attachment G to this policy.~~

V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the

policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 151.72 (Sale of Certain ~~Cannabinoid~~[Cannibinioid](#) Products)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
[Minn. Stat. § 342.01 \(Definitions\)](#)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)
[49 C.F.R. Part 382 \(Controlled Substances and Alcohol Use and Testing\)](#)

Cross-References: ~~ISD 200MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)~~
~~ISD 200MSBA/MASA Model Policy 406 (Public and Private Personnel Data)~~
~~ISD 200MSBA/MASA Model Policy 417 (Chemical Use and Abuse)~~
~~ISD 200MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)~~

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Policy Revised: 09.26.2022



601 SCHOOL DISTRICT CURRICULUM AND INSTRUCTION GOALS

I. PURPOSE

The purpose of this policy is to establish broad curriculum parameters for the school district that encompass the Minnesota Academic Standards and federal law and are aligned with creating the world's best workforce.:

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to establish the “World’s Best Workforce” in which all learning in the school district should be directed and for which all school district learners should be held accountable.

III. DEFINITIONS

Note: Definitions B, D, F, and H are added to Minnesota Statutes 120B.11—the World’s Best Workforce law—effective August 1, 2023. The definitions apply to revisions to the World’s Best Workforce law regarding strategic plans; these revisions are effective “for all strategic plans reviewed and updated after June 30, 2024”.

- A. “Academic standard” means a summary description of student learning in a required content area or elective content area.
- B. “Antiracist” means actively working to identify and eliminate racism in all forms in order to change policies, behaviors, and beliefs that perpetuate racist ideas and actions.
- C. “Benchmark” means specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.
- D. “Culturally sustaining” means integrating content and practices that infuse the culture and language of Black, Indigenous, and People of Color communities who have been and continue to be harmed and erased through the education system.
- E. “Curriculum” means district or school adopted programs and written plans for providing students with learning experiences that lead to expected knowledge, skills, and career and college readiness; ~~including standards, benchmarks, essential questions, an assessment plan, instructional resources and strategies, and time allocations for emphasis and pacing for the content to be taught.~~
- F. “Ethnic studies” as defined in Minnesota Statutes, section 120B.25, has the same meaning for purposes of this section. Ethnic studies curriculum may be integrated in existing curricular opportunities or provided through additional curricular offerings.
- G. “Experiential learning” means learning for students that includes career exploration

through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, other cooperative work experience, youth apprenticeship, or employment.

- H. “Institutional racism” means structures, policies, and practices within and across institutions that produce outcomes that disadvantage those who are Black, Indigenous, and People of Color.
- I. “Instruction” means methods of providing learning experiences that enable students to meet state and district academic standards and graduation requirements including applied and experiential learning.~~“Instruction” means methods of providing learning experiences, through a teacher lead standards focused process, that enables students to meet state and district academic standards and graduation requirements including applied and experiential learning, and enables all students to master academic content and achieve personal goals.~~
- J. “Performance measures” are measures to determine school district and school site progress in striving to create the World’s Best Workforce and must include at least the following:
 - 1. the size of the academic achievement gap; rigorous course taking, including college-level advanced placement, international baccalaureate, postsecondary enrollment options, including concurrent enrollment, other rigorous courses of study or industry certification courses or programs, and enrichment experiences by student subgroup;
 - 2. student performance on the Minnesota Comprehensive Assessments;
 - 3. high school graduation rates; and
 - 4. career and college readiness under Minnesota Statutes Section 120B.30, subdivision 1.

~~career and college readiness under Minnesota Statutes Section 120B.30, subdivision 1.~~

~~“Resources” means core and supplementary materials used by educators to deliver the defined curriculum.~~

~~¶~~

~~1. Core Instructional Materials: resources recommended through a District process, approved by the School Board and used by teachers to provide a required common content for students to achieve intended learning.~~

~~2. Supplementary Materials: resources determined by teachers and principals, as monitored by the Superintendent or designee, which supplement the core materials and provide for different student needs as required to meet the intended student learning.~~

~~“Instruction” means methods of providing learning experiences, through a teacher lead standards focused process, that enables students to meet state and district~~

~~academic standards and graduation requirements, and enables all students to master academic content and achieve personal goals.~~

- K. “World’s Best Workforce” means striving to: meet school readiness goals; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school. ~~have all third-grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.~~

~~“Performance measures” are measures to determine school district and school site progress in striving to create the World’s Best Workforce and must include at least the following:¶¶~~

~~¶¶~~

- ~~1. the size of the academic achievement gap and rigorous course taking, including college-level advanced placement, international baccalaureate, postsecondary enrollment options, including concurrent enrollment, other rigorous courses of study or industry certification courses or programs, and enrichment experiences by student subgroup; ¶¶~~
- ~~2. student performance on the Minnesota Comprehensive Assessments;¶¶~~

~~¶¶~~

~~high school graduation rates; and career and college readiness under Minnesota Statutes Section 120B.30, subdivision 1.~~

- L. “Inclusive educational programming” employs a curriculum that is developed and delivered so that students and staff gain an understanding and appreciation of the cultural diversity of the United States, the historical and contemporary contributions of women and men to society, the historical and contemporary contributions to society by people with disabilities.

IV. LONG-TERM STRATEGIC PLAN

- A. The school board, at a public meeting, ~~must~~^{shall} adopt a comprehensive, long-term strategic plan to support and improve teaching and learning ~~as well as inclusive educational programming,~~ that is aligned with creating the world’s best workforce and includes the following:
1. clearly defined school district and school site goals and benchmarks for instruction and student achievement for all student categories identified in Minnesota Statutes, section 120B.345, subdivision 3, paragraph (b)(2).; ~~state and federal law;~~
 2. a process to assess and evaluate each student’s progress toward meeting state and local academic standards, assess and identify students for participation in gifted and talented programs and services and accelerate their instruction, adopt ~~procedures for~~ early admission procedures consistent with Minnesota Statutes, section 120B.15 ~~to kindergarten or first grade of gifted and talented learners which are sensitive to~~

~~under-represented groups,~~ and identifying the strengths and weaknesses of instruction in pursuit of student and school success and curriculum affecting students' progress and growth toward career and college readiness and leading to the world's best workforce;

3. a system to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes section 123B.147, subdivision 3, students' access to effective teachers who are members of populations under-represented among the licensed teachers in the district or school and who reflect the diversity of enrolled students under Minnesota Statutes section § 120B.35, subdivision 3(b)(2), and teacher evaluations under Minnesota Statutes section 122A.40, subdivision 8, or 122A.41, subdivision 5;
 4. strategies for improving instruction, curriculum, and student achievement, including the English and, where practicable, the native language development and the academic achievement of English learners;
 5. a process to examine the equitable distribution of teachers and strategies to ensure **children in low-income families,** **children in families of People of Color,** and **children in American Indian families** ~~and minority children~~ are not taught at higher rates than other children by inexperienced, ineffective, or out-of-field teachers;
 6. education effectiveness practices that
 - a. integrate high-quality instruction, ~~rigorous curriculum,~~ technology, and curriculum that is rigorous, accurate, antiracist, and culturally sustaining;
 - b. ensure learning and work environments validate, affirm, embrace, and integrate cultural and community strengths for all students, families, and employees;
 - c. provide a collaborative professional culture that seeks to retain qualified, racially and ethnically diverse staff effective at working with diverse students while developing and supporting teacher quality, performance, and effectiveness; and
 7. an annual budget for continuing to implement the school district plan~~e~~; and
 8. identifying a list of suggested and required materials, resources, sample curricula, and pedagogical skills for use in kindergarten through grade 12 that accurately reflect the diversity of the state of Minnesota.¶
- B. The school district is not required to include information regarding literacy in a plan or report required under this section, except with regard to the academic achievement of English learners.
- C. Every child is reading at or above grade level every year, beginning in kindergarten, and multilingual learners and students receiving special education services are receiving support in achieving their individualized reading goals pursuant to Policy 621 (Literacy and the READ Act)~~an annual budget for continuing to implement the school district~~

plan:

~~D. School district site and school site goals shall include the following.~~

~~7. All students will be required to demonstrate essential skills to effectively participate in lifelong learning. These skills include the following.~~

~~a) reading, writing, speaking, listening, and viewing in the English language;~~

~~b) mathematical and scientific concepts;~~

~~c) locating, organizing, communicating, and evaluating information and developing methods of inquiry (i.e., problem solving);~~

~~d) creative and critical thinking, decision making, and study skills;~~

~~e) work readiness skills;~~

~~f) global and cultural understanding.~~

~~8. Each student will have the opportunity and will be expected to develop and apply essential knowledge that enables that student to:~~

~~a) live as a responsible, productive citizen and consumer within local, state, national, and global political, social, and economic systems;~~

~~b) bring many perspectives, including historical, to contemporary issues;~~

~~c) develop an appreciation and respect for democratic institutions;~~

~~d) communicate and relate effectively in languages and with cultures other than the student's own;~~

~~e) practice stewardship of the land, natural resources, and environment;~~

~~f) use a variety of tools and technology to gather and use information, enhance learning, solve problems, and increase human productivity.~~

~~9. Students will have the opportunity to develop creativity and self-expression through visual and verbal images, music, literature, world languages, movement, and the performing arts.~~

~~10. School practices and instruction will be directed toward developing within each student a positive self-image and a sense of personal responsibility for:~~

~~a) establishing and achieving personal and career goals;~~

- ~~b) adapting to change;~~
- ~~c) leading a healthy and fulfilling life, both physically and mentally;~~
- ~~d) living a life that will contribute to the well-being of society;~~
- ~~e) becoming a self-directed learner;~~
- ~~f) exercising ethical behavior.~~

~~11. Students will be given the opportunity to acquire human relations skills necessary to:~~

- ~~a) appreciate, understand, and accept human diversity and interdependence;~~
- ~~b) address human problems through team effort;~~
- ~~c) resolve conflicts with and among others;~~
- ~~d) function constructively within a family unit;~~
- ~~e) promote a multicultural, gender fair, disability sensitive society.~~

~~E. Every child is reading at or above grade level no later than the end of grade 3, including English learners, and teachers provide comprehensive, scientifically based reading instruction, including a program or collection of instructional practices that is based on valid, replicable evidence showing that, when the programs or practices are used, students can be expected to achieve, at a minimum, satisfactory reading progress. The program or collection of practices must include, at a minimum, effective, evidenced based balanced instruction in all five areas of reading (phonemic awareness, phonics, fluency, vocabulary development, and reading comprehension), as well as instructional strategies for continuously assessing, evaluating, and communicating the student's reading progress and needs.~~

~~12. The school district must identify, before the end of kindergarten, grade 1, and grade 2, all students who are not reading at grade level. Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified.~~

~~13. Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified.~~

~~14. Reading assessments in English and in the predominant languages of district students, where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and~~

~~provide reading instruction appropriate to the specific needs of English learners. The school district must use locally adopted, developmentally appropriate, and culturally responsive assessment and annually report summary assessment results to the Commissioner of Education by July 1.~~

~~15. The school district must annually report to the Commissioner of Education by July 1 a summary of the district's efforts to screen and identify students who demonstrate characteristics of dyslexia using screening tools such as those recommended by the Minnesota Department of Education's dyslexia specialist. With respect to students screened or identified, the report must include:~~

~~(1) a summary of the district's efforts to screen for dyslexia;~~

~~(2) the number of students screened for that reporting year; and~~

~~(3) the number of students demonstrating characteristics of dyslexia for that year.~~

~~16. A student identified as having a reading difficulty must be provided with alternate instruction under Minnesota Statutes section 125A.56, subdivision 1.~~

~~17. At least annually, the school district must give the parent of each student who is not reading at or above grade level timely information about:~~

~~a) the student's reading proficiency as measured by a locally adopted assessment;~~

~~b) reading-related services currently being provided to the student and the student's progress; and~~

~~c) strategies for parents to use at home in helping their students succeed in becoming grade-level proficient in reading English and their native languages.~~

~~d) This provision may not be used to deny a student's right to a special education evaluation.~~

~~18. For each student who is not reading at or above grade level, the school district shall provide reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year. If a student does not read at or above grade level by the end of grade 3, the school district must continue to provide reading intervention until the student reads at grade level. Intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs. Intervention methods may include, but are not limited to, requiring attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended day programs, or programs that strengthen students' cultural connections.~~

~~19. The school district will provide a personal learning plan for a student who is unable to demonstrate grade-level proficiency, as measured by the statewide reading assessment in grade 3. The school district will determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school district will develop the personal learning plan in consultation with the student's parent or guardian. The personal learning plan will address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the school day, periodic assessments, and reasonable timelines. The personal learning plan may include grade retention if it is in the student's best interest. The student's school will maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an Individualized Education Program. ¶¶~~

¶¶

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.12 (~~Read Act Goal and Intervention~~ **Reading Proficiently no Later than the End of Grade 3**)
Minn. Stat. § 120B.15 (Gifted and Talented Students Programs and Services)
Minn. Stat. § 120B.25 (Ethnic Studies)
Minn. Stat. § 120B.30, Subd. 1 (Statewide Testing and Reporting System) Minn. Stat. § 120B.35, Subd. 3 (Student Academic Achievement and Growth)
Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.147, Subd. 3 (Principals)
Minn. Stat. § 125A.56, Subd. 1 (Alternate Instruction Required before Assessment Referral)
20 U.S.C. § 5801, *et seq.* (National Education Goals)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
~~Minn. Rules Part 3500.0550 (Inclusive Educational Program)¶¶~~

Cross References: ISD 200 Policy 613 (Graduation Requirements)
ISD 200 Policy 614 (School District Testing Plan and Procedures)
ISD 200 Policy 615 (Basic Standards Testing)
ISD 200 Policy 616 (School District System Accountability)
~~ISD 200 Policy 618 (Assessment of Student Achievement)~~

Policy Reviewed: ~~11.29.2023~~ 08.11.2022
Policy Adopted: 12.09.2020
Policy Revised: 04.26.2023



Solicitation Number: RFP#091719

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Hussey Seating Company**, 38 Dyer Street Ext., North Berwick, ME 03906 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 3, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 11/22/2019 | 8:21 PM CST

Hussey Seating Company
DocuSigned by:
By: Ron Bilodeau
D78FF8904F394C6...
Ron Bilodeau
Title: Marketing & Product Manager
Date: 11/26/2019 | 9:16 AM CST

Approved:
DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 11/22/2019 | 8:28 PM CST

RFP091719 - Event Seating and Staging Solutions with Related Accessories and Services

Vendor Details

Company Name: Hussey Seating Company
38 Dyer Street
Address: North Berwick, ME 03906
Contact: Ron Bilodeau
Email: rbilodeau@husseyseating.com
Phone: 207-676-2771 234
HST#: 061032772

Submission Details

Created On: Monday July 29, 2019 14:22:27
Submitted On: Tuesday September 17, 2019 14:19:26
Submitted By: Ron Bilodeau
Email: rbilodeau@husseyseating.com
Transaction #: 13755b4e-dd9a-401d-9095-ad4069749592
Submitter's IP Address: 204.239.146.2

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Hussey Seating Company
2	Proposer Address:	38 Dyer Street Ext, North Berwick, ME 03906 USA
3	Proposer website address:	www.husseyseating.com & www.clarinseating.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Ron Bilodeau, Marketing & Product Manager, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, rbilodeau@husseyseating.com, t.+1.207.676.2271 x 234, m+1.207.651.0045
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ron Bilodeau, Marketing & Product Manager, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, rbilodeau@husseyseating.com, t.+1.207.676.2271 x 234, m+1.207.651.0045
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>Gary Merrill, CEO & President, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, gmerrill@husseyseating.com, t.+1.207.676.2271 x 231</p> <p>Sean O'Leary, V.P. Sales & Marketing, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, soleary@husseyseating.com, t.+1.207.676.2271 x 370</p> <p>Adam Pearson, Director of Sales, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, apearson@husseyseating.com, t.+1.207.676.2271 x 366</p> <p>Brian Deveaux, CFO, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, bdeveaux@husseyseating.com, t.+1.207.676.2271 x 299</p> <p>Lynn Spring, Controller, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, lspring@husseyseating.com, t.+1.207.676.2271 x 229</p> <p>Nick Hildings, Finance, Hussey Seating Company, 38 Dyer Street Ext, North Berwick, ME 03906 USA, nhildings@husseyseating.com, t.+1.207.676.2271 x 213</p>

Company Information and Financial Strength

Line Item	Question	Response *
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7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>A sixth-generation family-owned business</p> <p>Founded in 1835, Hussey Seating Company is a world leader in developing and manufacturing spectator seating solutions, primarily for education and sports venues. Hussey products are located in more than seventy-five countries and are available from more than 120 representative dealerships around the world, some of whom have been offering the company's products for more than 50 years. Hussey manufactures globally and employs approximately 300 people, most located at it's North Berwick, Maine headquarters. In 2018, company sales were over \$100 million.</p> <p>Culture, Vision, and Values</p> <p>Hussey Seating Company is in the sixth and seventh generation of family ownership. We're a company that was built on innovation – William Hussey founded the company when he introduced a key improvement to the horse-drawn plow as a solution to help his customers, the local farmers, overcome one of their biggest challenges – the rocky soil here in New England.</p> <p>That core concept – understanding our customer's unique challenges and opportunities and developing solutions to meet them – is the key to our success to this very day.</p> <p>Today, we make seats for all sorts of audience venues, from high school gymnasiums to world-class stadiums, arenas, and convention centers. At our headquarters in North Berwick, Maine, USA as well as at our satellite facilities around the world, we've invested in state-of-the-art manufacturing capabilities. We make gym bleachers, telescopic platforms, fixed auditorium and stadium chairs, and portable folding chairs the safest, most reliable seating products you can buy, products that deliver exceptional value to our customers through years of demanding use.</p> <p>What sets us apart is our years of experience working with customers like you, experience that's taught us that each venue and each customer has a unique set of challenges, opportunities, and needs. With thousands of installations and millions of seats behind us, we know that understanding your needs and finding the solution that delivers the most value to you is still the recipe for success. We are ready to stand behind your product for the long haul. At Hussey Seating, we've been doing that for 184 years, and we always will.</p> <p>For years, our tagline has been "Your partner for seating solutions," and that sums up our approach well. We do our best work for you when we work collaboratively from design through installation, and then maintenance and service over the life of the product. A true partnership that realizes your vision, delivers value, and creates the best possible guest experience.</p> <p>At Hussey, the following core values guide our behavior:</p> <ol style="list-style-type: none"> 1. We are a family business in it for the long run 2. We operate with honesty and integrity 3. We care about the people we work with <p>Global Reach and Locations</p> <p>Hussey has products on every continent, yes even a science center on Antarctica features Hussey products and has been selling overseas for more than 47 years. For a complete listing of our dealer locations and the entire Hussey story, visit our Web site at www.husseyseating.com</p>
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8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Hussey Seating will include the following product and services in the Sourcewell proposal.</p> <p>TELESCOPIC SEATING SOLUTIONS</p> <p>MAXAM™ TELESCOPIC GYM BLEACHER SEATING Maximize your floor space and your bleacher seating with Hussey Seating MAXAM telescopic bleachers. Equipped with Hussey Seating's innovative Flex-Row technology, MAXAM bleachers provide numerous lock-in bleacher seating layouts keep your indoor gymnasium accessible and in ADA compliance.</p> <p>MAXAM+™ TELESCOPIC Platform SEATING Designed and engineered to meet a wide variety of applications and venues, from school auditoriums to sports and entertainment arenas, MAXAM+ is ready to perform in the most demanding audience environments. With features like custom and variable rise, tapered sections, extruded aluminum decking, and our Metro™ folding platform chair, MAXAM+ won't disappoint.</p> <p>MXP™ TELESCOPIC PLATFORMS MXP™ Telescopic Platform delivers big-league performance when the pressure is on. Building on the heritage of our proven vertical frame construction, MXP Telescopic Platform seating delivers owners and operators maximum performance and reliability, ease of setup and operation, and the premium seating experience your customers demand.</p> <p>HUSSEY SEATWAY TELESCOPIC PLATFORM For "Black Box" auditoriums and theaters, combine the flexibility of retractable seating with the stylish aesthetics and comfortable seating of a Performing Arts space. Hussey Seatway retractable seating is completely customized for your performance space and tailored to your seating needs. Fixed Seating Solutions</p> <p>FIXED SEATING SOLUTIONS</p> <p>QUATTRO® COLLECTION You need fixed auditorium seating that stands out. Choosing Quattro seating for your theater, lecture hall, school auditorium or performing arts venue charts the way to the extraordinary audience experience. A modular series of fixed auditorium seating options designed for many different auditoriums, you can precisely tailor Quattro fixed seats to your private or municipal venue.</p> <p>Quattro Traditional™ Collection The Quattro Traditional Collection brings back the classic look you enjoyed in the past with all of the comforts and ergonomic support today's market demands. Plus, every Quattro fixed auditorium seat is backed by the Hussey Seating limited lifetime warranty—the best in the business.</p> <p>Quattro Art Series There are an indisputable richness and warmth to wood finished seating that has always attracted the performing arts and theater markets, but the real desire has always been for customization. So we set out to give you something more by crafting attractive furniture-quality designs that delve far beyond traditional solutions. The entire theater experience is emotive, artistic, and dramatic, and your audience deserves the enhanced sightlines and acoustics that can only be found with the Quattro Art Series by Hussey Seating.</p> <p>STADIUM SEATING and PERMA-CAP bleacher covers and PERMA-PLANK replacement planks When you need a sports arena and stadium seating that works hard and plays hard, you need Hussey Seating Company stadium seating solutions. Whether you're upgrading battered bleachers with Perma-Cap and Perma-Plank vinyl bleacher covers or adding Hussey Seating stadium chairs to your world-class arena - you're getting the most reliable, durable and comfortable sports seats in the game, and we offer the best warranty in the industry.</p> <p>PORTABLE SEATING SOLUTIONS The Freedom to set up your facility in multiple configurations The Clarin by Hussey Seating brand specializes in portable folding chairs that are durable, stylish, and comfortable. Whether you're creating VIP seating or modifying your facility for the next event, a Clarin by Hussey Seating folding chair or a MAXAM1 or MAXAM1XD portable bleacher. Your spectators get the best in portable seating comfort, while you benefit from a quality folding chair or portable bleacher that can handle your facility's heavy traffic.</p> <p>INSPECTIONS, PARTS, SERVICE & MAINTENANCE PROGRAMS Standing Behind Our Seats: Repair, Parts, Inspections & Safety Services from Hussey Seating You chose Hussey Seating Company, the global leader in spectator seating solutions, for your facility. Now choose Hussey Advantage and our Hussey Regional Service Centers for your telescopic platform and bleacher repair, telescopic and fixed seating parts, bleacher and telescopic platform inspections and bleacher safety services. Why? We have set the standard in our industry and exceeded our customer's expectations since 1835. At Hussey Seating, we know how to make things well — and how to make things last.</p>
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9	What are your company's expectations in the event of an award?	<p>Hussey's corporate expectations of an awarded contract</p> <ol style="list-style-type: none"> 1. Sales expectations are to achieve a minimum of 10% of annual corporate revenue via the Sourcwell awarded contract. 2. All local dealer partnerships will promote and leverage the Sourcwell Procurement Contract as a purchasing vehicle of choice. 3. All direct Hussey Seating Company sales representatives will promote and leverage the Sourcwell Procurement Contract as a primary purchasing vehicle of choice. 	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Hussey Seating Company has been in business for 184 years as a sixth-generation privately held family-owned and operated business and would like to leverage our past relationship and payment capabilities to NJPA / Sourcwell over the past ten years, as well we have uploaded a letter of credit for your review and use.</p>	*
11	What is your US market share for the solutions that you are proposing?	<p>Our industry is comprised of many privately held companies, and market share is difficult to determine compared to many publicly held companies and industries. The following is our best estimate of market share by product line.</p> <p>TELESCOPIC SEATING SOLUTIONS MAXAM 45% MAXAM+ 45% MXP 33% Hussey Seatway 33%</p> <p>FIXED SEATING SOLUTIONS QUATTRO® COLLECTION 33% QUATTRO® TRADITIONAL COLLECTION 33% STADIUM & ARENA SEATING 33% PERMA-CAP & PERMA-PLANK SEATING 45%</p> <p>PORTABLE SEATING SOLUTIONS Portable Clarin Chairs 50% MAXAM 1 33% MAXAM1XD 33%</p> <p>INSPECTIONS, PARTS, SERVICE & MAINTENANCE PROGRAMS 50%</p>	*
12	What is your Canadian market share, if any?	<p>TELESCOPIC SEATING SOLUTIONS MAXAM 50% MAXAM+ 50% MXP 33% Hussey Seatway 40%</p> <p>FIXED SEATING SOLUTIONS QUATTRO® COLLECTION 33% QUATTRO® TRADITIONAL COLLECTION 33% STADIUM & ARENA SEATING 70% PERMA-CAP & PERMA-PLANK SEATING 45%</p> <p>PORTABLE SEATING SOLUTIONS Portable Clarin Chairs 70% MAXAM 1 33% MAXAM1XD 33%</p> <p>INSPECTIONS, PARTS, SERVICE & MAINTENANCE PROGRAMS 70%</p>	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No, Hussey Seating Company has never petitioned for bankruptcy protection.</p>	*

<p>14</p>	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Hussey Seating Company is a manufacturer and service provider of creative seating solution for the life of the products.</p> <p>Hussey Seating Company operates with multiple sales channels depending on the market, product lines, and services offered in the North American marketplace.</p> <p>Hussey Seating Direct Sales Team Hussey Seating Employees Our direct sales team players are focused on the IAVM International Association of Venue Managers members who run the Global Sports and Entertainment facilities from stadiums, arenas, convention centers, fairgrounds, and performing arts facilities. We employ a team of 18 direct people to work with this market segment from concept to reality for the life of the product.</p> <p>Hussey Seating Exclusive Dealer Network Independent Businesses We have dedicated Dealer Sales Managers, employees of Hussey Seating Company who work directly with our independent exclusive dealer network. Our exclusive dealer network has specified territories and provides local expert contact for every community in the North American marketplace.</p> <p>Our exclusive dealer network plays an important role with our customer base by being part of their local community, in each of their respective timezones, providing a realtime resource every day for the life cycle management of their projects and products. They are our local experts!</p> <p>Hussey Seating Open Line Representatives Independent Businesses We also have independent open line dealer network for our Clarin Portable Chair Line with some exceptions. Our open line sales channel plays a key role in the College and University market segment, yet in some key states, we maintain Clain chair sales with our exclusive dealers.</p> <p>Out Open Line Dealers are managed by our Portable Sales Team at Hussey Seating.</p> <p>Hussey Seating Regional Service Centers Direct & Independent Businesses Hussey Seating Reginal Service Center are both direct [New England States] & [IAVM Members identified above] and Exclusive Regional Service Centers.</p> <p>Our Exclusive Regional Service Centers network plays the same important role with our customer base. We achieved by being part of their local community, in each of their respective timezones, providing realtime inspections, service, and maintenance of their facilities every day for the life cycle management of their products to help ensure the performance of the systems, patron and employee safety for the life of the products.</p> <p>Hussey Seating Regional Service Centers provide service on all brand products in the marketplace.</p> <p>All of our sales channels can currently provide Sourcewell Members direct access to our awarded contract and would continue to do the same on any future awarded contracts.</p> <p>Our dealer network contact details https://www.husseyseating.com/find-a-dealer/</p>
<p>15</p>	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Hussey Seating Company is a registered Corporation in the State of Maine located at 38 Dyer Street Ext, North Berwick Maine 03906 USA.</p> <p>Hussey Seating Company also maintains it 's Federal ID.: 06-1032772 and Maine' s Sales Tax Exemption #199862.</p> <p>Hussey Seating current collects and files sales taxes in the following states: Arizona, California, Colorado, Connecticut, Florida, Georgia, Indiana, Iowa, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota , Mississippi, Nebraska, Nevada, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, and Washington.</p> <p>As well Hussey Seating Company also maintains contractors licenses for direct sales project use as required by local bid laws/requirements in the following states: Arkansas, California, Mississippi, Nevada, South Dakota, and Tennessee.</p> <p>There are no other specific licenses and or certificates required to be held to operate as a business in the State of Maine.</p>
<p>16</p>	<p>Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.</p>	<p>Not Applicable</p>

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Telescopic Seating Subcategory Access Ways Vomitory Access Ways Elephant Doors Truck Entrances Access Ways Transitions Steps / Stairways Access Ways Player Tunnels</p> <p>ADA Fixed Platforms ADA Portable Platforms</p> <p>Media TV Platforms Media Broadcast Stations Work Centers</p>
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Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>1. Hussey Seating Selected as a 2019 Best Places to Work in Maine North Berwick, Maine – Hussey Seating Company, was recently named as one of the 2019 Best Places to Work in Maine. The awards program was created in 2006 and is a project of the Society for Human Resource Management - Maine State Council (MESHRM) and Best Companies Group. “We are excited to earn the designation but find the real value in this survey is to understand our employees needs better. We have learned a great deal about what we’re doing well on and where we need to improve,” said Cindy Talbot, Director of Human Resources at Hussey Seating. President and CEO of Hussey Seating, Gary Merrill, continued with, “We will continue to work diligently to improve the Hussey Seating employee experience and plan to improve upon/expand the changes made this year but I for one am glad that the rest of the state can see what I see every day; that Hussey Seating IS one of the best places to work in Maine.” This statewide survey and awards program was designed to identify, recognize and honor the best places of employment in Maine, to benefit the state’s economy, its workforce and businesses. The 2019 Best Places to Work in Maine list is made up of 100 companies in three size categories: small (15-49 U.S. employees), medium (50-249 U.S. employees) and large (250+ U.S. employees).</p> <p>2. Changing Business & Communities for the Better The Timothy B. Hussey Leadership Institute celebrates the extraordinary legacy of one of Maine’s most esteemed business and community leaders. Tim Hussey’s commitment to the principles of servant leadership helped shape the southern Maine community over his two decades as president and CEO of Hussey Seating Company, a 180-year-old family business. Tim demonstrated that leading with humility, integrity, and respect for others not only matters; it can lead to extraordinary results. Over 40 years, Tim helped Hussey Seating grow and thrive, while supporting numerous organizations and causes in his community. He lived his vision of leadership every day. Honoring Tim Hussey’s Legacy Tim died prematurely in June 2016 after battling a rare form of cancer. It was his desire that the next generation of business and community leaders have the opportunity to consider the importance – indeed the imperative – of doing well and doing good. He envisioned an institute that would engage, educate and empower Maine leaders to “change the world” by conducting business in a way that is values-driven and good for the community. In March 2018, the University of Southern Maine Foundation collaborated with the Hussey-Landry family to realize this vision with the highly successful inaugural Timothy B. Hussey Leadership Institute. The How & Why of Values-Driven Business Going forward, the Timothy B. Hussey Institute will serve as a convener of business and community leaders in Maine, who will come together annually on USM’s Portland campus for a day-long conversation on how to build and maintain a values-driven business. The Institute will offer workshops, panel discussion, networking events and keynote addresses by renowned thought leaders. The Timothy B. Hussey Leadership Institute will engage, educate and empower a new generation of Maine business leaders to change the world by doing well and doing good. https://usm.maine.edu/foundation/husseyinstitute</p> <p>3. Hussey Seating Company Named Manufacturing Association of Maine’s 2017 Manufacturer of the Year The Annual Summit was held in Lewiston on June 6, 2017 North Berwick, ME - The Manufacturers Association of Maine named Hussey Seating Company the 2017 Manufacturer of the Year at the Manufacturer’s Summit held June 6, 2017, at the Gendron Franco Center in Lewiston, ME. This year’s Manufacturer of the Year award goes to a Maine organization who has made significant investments in people, capital, and community while focusing on custom solutions and creative approaches including robotics and automation.</p> <p>4. Kittredge Award</p>

		<p>The Elise Kittredge Award is an annual award given in recognition of a person, or persons, who through the exceptional contribution of time, talent and/or financial resources to United Way of York County has helped our organization improve the quality of life for the people of York County in a vital and enduring way. The Hussey Family 2016 Recipient of the Elise Kittredge Award https://www.buildcommunity.org/kittredge-award</p> <p>5. Hussey Seating Continued Participation with the local community Southern Maine Chapter American Red Cross BOD Gary Merrill – Chair http://www.redcross.org/me/abot-us/leadership</p> <p>United Way of York County BOD Jon Hussey - Chair http://www.buildcommunity.org/board-directors</p> <p>United Way Silver Award 2018 https://www.journaltribune.com/articles/front-page/community-members-celebrate-during-united-way-campaign-finale/</p> <p>6. Hussey Seating Company and Rolling Thunder continue POW/MIA Chair of Honor Program https://www.indeonline.com/news/20190613/pow-mia-chair-to-stay-empty-at-tiger-stadium</p> <p>7. America's Oldest Family Companies - #43 1835 Hussey Corporation Hussey family Seat mfg./North Berwick, Maine Employees: 500 www.husseyseating.com</p> <p>The family arrived in New England from Ireland 1632; moved to Maine in 1770s. Company founded as plow manufacturer by William Hussey 183. Survived fire 1895; got into seating 1930s. Now makes seats for auditoriums, sports arenas, etc. Sixth generation ownership, privately held. http://www.cojoweb.com/ref-companies-Am-oldest.html</p>	
19	What percentage of your sales are to the governmental sector in the past three years	10%	*
20	What percentage of your sales are to the education sector in the past three years	FY 2017 65% FY 2018 55% FY 2019 69%	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>ALABAMA FY 2017 \$998,000 FY 2018 \$1,487,000 FY 2019 \$853,000</p> <p>ARKANSAS FY 2017 \$0.00 FY 2018 \$0.00 FY 2019 \$65,000</p> <p>MISSISSIPPI FY 2017 \$0.00 FY 2018 \$0.00 FY 2019 \$47,000</p> <p>AEPA FY2019 \$0.00</p>	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Not Applicable	*

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
Denny Sanford Premier Center - Sioux Falls, SD Owner: City of Sioux Falls	Contact: Jeff Gortmaker - Dir. Operations jeff.gortmaker@premier-center.com	605.367.7288	*
McKale Memorial Center - Tucson, AZ Owner: University of Arizona	Contact: Mike Hairgrove - Facilities Director / hairgrov@arizona.edu	520-235-9606	*
Enterprise Center - St. Louis, MO Owner: City of St. Louis	Contact: Scott Rahn - Project Manager / rahns@claycorp.com	314-452-4217	*

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Platforms Kansas City Convention Center, Kansas City, Mo	Government	Missouri - MO	Telescopic Platform Seating Solution MXP w/ Fixed and Telescopic Quattro Chairs	\$1,109,776	\$1,109,776
High Point University, High Point, NC	Education	North Carolina - NC	Telescopic Platform Seating Solution MXP w/ Fixed and Telescopic Quattro Chairs	\$2,623,951	\$2,623,951
University of Vermont - Arena, Burlington, VT	Education	Vermont - VT	Telescopic Platform Seating Solution MXP w/ Fixed and Telescopic Quattro Chairs	\$1,789,353	\$1,789,353
Broward College Omni Auditorium, Coconut Creek, FL	Education	Florida - FL	Telescopic Platform Seating Solution MXP w/ Fixed and Telescopic Quattro Chairs	\$668,470	\$668,470
Huntington North High School, Huntington, IN	Education	Indiana - IN	MAXAM26 11.625R 24RS 17T PFRF WO OD-10 REVERSE FOLD 7 Sections	\$576,032	\$576,032

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcwell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	<p>Hussey Seating Company is organized to manage our Sourcwell Members Agency in accordance with their desired method of purchasing. If the member agency selects to purchase directly from Hussey Seating Company, we will leverage one of our direct sales teams.</p> <p>Our Major Project Direct Sales Team players are focused on the IAVM International Association of Venue Managers members who run the Global Sports and Entertainment facilities from stadiums, arenas, convention centers, fairgrounds, and performing arts facilities. We employ a team of 18 direct people to work with this market segment from concept to reality for the life of the product. Working collaboratively, we listen to the customers' desires, educate them on potential solutions, and work closely to execute their vision for their facility.</p> <p>We also maintain a complete Dealer Support Team with Dealer Sales Managers for management of our Exclusive Dealer Network and smaller direct sales opportunities.</p> <p>The majority of our sales teams is based out of our corporate office in North Berwick, Maine, yet we maintain a few satellite locations: Minneapolis, MN, Denver, CO, Kansas City, KS, Traverse City, MI, and Toronto, Canada to provide the best coverage for our North American & US Territories customers.</p>

26	Dealer network or other distribution methods.	<p>Hussey Seating Company is organized to manage our Sourcewell Members Agency in accordance with their desired method of purchasing. If the member agency selects to purchase directly from a local Hussey Exclusive or Open Line Dealer Representative, we provide the following support to facilitate the desired purchasing process.</p> <p>Hussey Seating has Exclusive Dealers providing local coverage in all North American and US territories. Our dealers are part of the local communities and understand the goals and desires of their customers. Also, by being local, they can best provide guidance, education, and real-time support during and after the purchase of a product or service. Our dealers are committed to making sure every one of their/our customer's facilities is always event-ready when required, that is where local support and service plays a role in meeting and exceeding customers expectations.</p> <p>The Hussey Seating Exclusive Dealer Network provides full coverage in all 50 states, US Territories and the Canadian provinces to best support our customer base for our complete product and service portfolio.</p> <p>Our exclusive dealers are independent family-owned and operated businesses, which some have been partners with Hussey for over 50 years.</p> <p>Our dealers are supported by our Dealer Sales Managers [5 Full Time Hussey Employees] and Dealer Support Teams[20 Full Time Hussey Employees] which provide continued education on sales and order process, systems and product design guidance, samples, proposal drawings, code interpretations and project management for each and every project, for the life of the seating systems.</p> <p>See our complete dealer network at the following https://www.husseyseating.com/find-a-dealer/</p> <p>We also complement our Exclusive dealer network with an Open Line Dealers for our Clarin Portable Folding chairs, Perma-Cap, and Perma-Plank Bleacher seats.</p>	*
27	Service force.	<p>Hussey Seating Reginal Service Center are both direct [New England States [6 Full-Time Employees] & [IAVM National Service [6 Full-Time Employees] and Exclusive Regional Service Centers, which are independently family owned and operated local businesses. As with our exclusive dealer network, we provide full coverage in all 50 states, US Territories and the Canadian provinces to best support our customer base for our complete product and service portfolio.</p> <p>Our Exclusive Regional Service Centers network plays the same important role with our customer base. We achieve success by being part of their local community, in each of their respective timezones, providing realtime inspections, service, and maintenance of their facilities every day for the life cycle management of their products to help ensure the performance of the systems, patron and employee safety for the life of the products.</p> <p>Hussey Seating Regional Service Centers provide service on all brand products in our marketplace to help simplify the customer's ability to service and maintain their products and get the most out of their investments.</p>	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Hussey's customer service team is integrated into our Dealer Sales Support Team to provide our customers [Dealers and End Customers] quick, direct access to help resolve any quality-related concerns for the life of the product.</p> <p>Our Dealer Support Teams are associated with specific regions to best support our customer base.</p> <p>Our corporate goals are to ship complete and on time at a rate of 98 %. Any quality-related concerns are directed back to the appropriate sales channel leveraged for the Sourcewell purchase.</p> <p>Our goals are to make sure any customer service call has a CCA [Cause and Corrective Action] documented and placed into action to solve or address any quality concerns.</p> <p>Our corporate goal is to make sure that each facility is event-ready for any contractual events or scheduled programs with direct support from Hussey Seating, our Exclusive Dealer Network, and our Regional Service Centers.</p> <p>Corrective action implementation can vary in time depending on the resolution, yet communication of the direction and plan of action should happen within three business days.</p>	*
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	<p>Hussey Seating Company will continue to fully service all geographic areas of the United States and Canada via a Sourcewell Awarded Contract as we currently offer under today's existing contract.</p>	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>Hussey Seating Company will continue to fully service all member sectors (i.e., government, education, not-for-profit) of the United States and Canada via a Sourcewell Awarded Contract as we currently offer under today's existing contract.</p>	*

31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Any projects located in Hawaii, Alaska and in US Territories will be required to have a project-specific freight quote provided to cover the additional freight expenses or the Sourcewell Member may decide to purchase the product FOB Shipping Point.	*
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Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We will continue to market Sourcewell as a primary contract source to purchase Hussey Seating and Clarin by husseyseating products and services. We have been focused on the following to build our current contract successes and plan on the following enhancements to help grow additional contract sales.</p> <p>Current Strategy</p> <p>Marketing Awarded Sourcewell Contract</p> <ul style="list-style-type: none"> ~ Sourcewell Awarded Contract on https://www.husseyseating.com/ ~ Sourcewell Awarded Contract Positioning on https://www.husseyseating.com/contract-sales ~ Sourcewell Awarded Contract Positioning on https://www.clarinseating.com/contract-sales ~ Email signatures with Sourcewell Logo on all communications ~ Trade Show & Conference Banners and Advertisements ~ Sourcewell Brochure Labels & Digital Branding ~ Sourcewell Education Produce and execute Hussey University Spring, Fall and Winter Semesters at Corporate Headquarters with integrated Sourcewell Training for Dealers and Internal Sales Teams ~ Sourcewell Education Hussey Annual Dealer Meetings West Coast and East Coast Conference Locations with integrated Sourcewell Training for Dealers and Dealer Principles ~ Sourcewell Education Created two new webinar series for Dealers and Internal Sales Teams runs three times per year, plus on-demand ~ Promote every Sourcewell Training opportunities shared with the Sourcewell team for Exclusive Dealer Network participation ~ Attend Annual Sourcewell Vendor Meeting for Networking and Education of Procurement Contract Best Practices ~ Provide Sourcewell Pricing on Projects requested by Dealers or Direct Customers ~ Use Sourcewell Reporting Capabilities on an as need basis to help position potential opportunities ~ Position training via our internal vnews and enews monthly new letter Dealer and Internal Employees ~ Positioning of Leasing Capabilities <p>Enhanced Marketing Strategy</p> <ul style="list-style-type: none"> ~ Continue with items listed above and add the following enhancements ~ Leverage historical Sourcewell Sales Successes by State, and Member Agency with a structured systematical approach to provide more consumer insight on the possibilities which exist to purchase our portfolio of products via the Sourcewell Contract. ~ Educate the dealer network and internal sales teams on proactive positioning of past contract successes ~ Enhance website Sourcewell visibility via our Find a Dealer Widget "Earlier Introduction to Procurement Contract Option." ~ Request and Provide MORE Sourcewell Banners Flags & Brochure Labels for Exclusive Hussey Dealer Network use at Trade Shows and Conferences ~ Investigate opportunity to join Sourcewell Vendor Advisory Team / Committee ~ Work with dealer network on the integration of Awarded Sourcewell contract via branding on each of their corporate websites and direct link back to https://www.sourcewell-mn.gov/ ~ Implement new pricing process where any project with potential procurement purchasing capabilities is quoted as a Sourcewell contract price to keep opportunity in front of exclusive dealer network on every project. ~ Provide budget pricing process for exclusive dealer network, which includes Sourcewell pricing at the start of the process. ~ Proactively Position Leasing Capabilities from https://www.sourcewell-mn.gov/cooperative-purchasing/032615-ncl 	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>At Hussey Seating Company and Clarin by husseyseating, we engage social media and digital technology in our ongoing marketing campaigns and communications. We have a focused corporate effort on Facebook, LinkedIn, Twitter, Youtube, and Pinterest and are always looking to expand our reach and effectiveness.</p> <p>Currently, we are working to leverage our global dealer network's social reach and connectivity to increase our messaging across a broader, yet targeted market audience.</p> <p>We also leverage social media to share industry news, trends, thought leadership and promote positive messaging and community involvement/leadership.</p>	*

<p>34</p>	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>I see Sourcewell's role as continuing to market and educate the public on the advantage or procurement contracts with "Best Value" products vs. "Low Bid" products; this is an opportunity in the marketplace and is one of the biggest differenced with state contracts and Advantages with Sourcewell.</p> <p>I want to continue and see Sourcewell leverage industry relationships with partners like AASA, and other procurement cooperatives as a potential new vehicle for additional customer reach. Sourcewell should continue to educate its vendors and advisory committee on current trends and direction of procurements "Best Practices."</p> <p>Sourcewell marketing tools and reporting capabilities are powerful tools for its vendors.</p> <p>I think there is an opportunity to better educate the vendors within the Sourcewell family of contracts regarding Contract Adoption, Piggy Backing, etc.</p> <p>I also think there would be great value with more Sourcewell Case Studies, from an Agency Member viewpoint, as well a from vendors viewpoints. We will continue to integrate an awarded Sourcewell contract into our sales process by enhancing the following in the sales process:</p> <p>We will continue to market Sourcewell as a primary contract source to purchase Hussey Seating and Clarin by hussyseating products and services.</p> <p>We have been focused on the following to build upon our current contract successes and plan on implementing enhancements to help grow additional contract sales.</p> <p>Current Strategy Marketing of Awarded Sourcewell Contract</p> <ul style="list-style-type: none"> ~ Sourcewell Awarded Contract on https://www.husseyseating.com/ ~ Sourcewell Awarded Contract Positioning on https://www.husseyseating.com/contract-sales ~ Sourcewell Awarded Contract Positioning on https://www.clarinseating.com/contract-sales ~ Email signatures with Sourcewell Logo on all communications ~ Trade Show & Conference Banners and Advertisements ~ Sourcewell Brochure Labels & Digital Branding ~ Sourcewell Education Produce and execute Hussey University Spring, Fall and Winter Semesters at Corporate Headquarters with integrated Sourcewell Training for Dealers and Internal Sales Teams ~ Sourcewell Education Hussey Annual Dealer Meetings West Coast and East Coast Conference Locations with integrated Sourcewell Training for Dealers and Dealer Principles ~ Sourcewell Education Created two new webinar series for Dealers and Internal Sales Teams runs three times per year, plus on-demand ~ Promote every Sourcewell Training opportunities shared with the Sourcewell team for Exclusive Dealer Network participation ~ Attend Annual Sourcewell Vendor Meeting for Networking and Education of Procurement Contract Best Practices ~ Provide Sourewell Pricing on Projects requested by Dealers or Direct Customers ~ Use Sourcewell Reporting Capabilities on an as need basis to help position potential opportunities ~ Positioning of Leasing Capabilities <p>Enhanced Marketing Strategy</p> <ul style="list-style-type: none"> ~ Continue with items listed above and add the following enhancements ~ Leverage historical Sourcewell Sales Successes by State, and Member Agency with a structured systematical approach to provide more consumer insight on the possibilities which exist to purchase our portfolio of products via the Sourcewell Contract. ~ Educate the dealer network and internal sales teams on proactive positioning of past contract successes ~ Enhance website Sourcewell visibility via our Find a Dealer Widget "Earlier Introduction to Procurement Contract Option." ~ Request and Provide MORE Sourcewell Banners Flags & Brochure Labels for Exclusive Hussey Dealer Network use at Trade Shows and Conferences ~ Investigate opportunity to join Sourcewell Vendor Advisory Team / Committee ~ Work with dealer network on the integration of Awarded Sourewell contract via the branding on each of their corporate websites and direct link back to https://www.sourcewell-mn.gov/ ~ Implement new pricing process where any project with potential procurement purchasing capabilities is quoted as a Sourcewell contract price to keep opportunity in front of exclusive dealer network on every project. ~ Provide budget pricing process for the dealer network, which includes Sourcewell pricing at the start of the process. ~ Proactively Position Leasing Capabilities from https://www.sourcewell-mn.gov/cooperative-purchasing/032615-ncl
<p>35</p>	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Currently, our products are not available through an e-procurement ordering process.</p>

Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Safe operation and performance of our seating systems are a primary focus for every facility we provide seating and or inspection, service, and maintenance programs.</p> <p>Upon completion of the scoped work, we will conduct onsite training for the facility staff, the facility owner, and all key stakeholders. This training covers proper operational procedures, safety precautions, and processes to follow during set and strike of seating solutions. As well, this training also identifies adequate inspection and maintenance protocol base on current building code requirements.</p> <p>This training is offered as a standard feature at no additional charge to the customer. We also provide an Owners and Operation Manual and a complete video library of proper operation videos for future staff training and education.</p> <p>The lead installer or project manager will complete this training at the turnover meeting and or scheduled training event.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Our telescopic seating systems provide the following technological advances in the marketplace:</p> <ol style="list-style-type: none"> 1. Low Voltage Power – This system eliminates the potential of a line voltage electrical shock to the operator of the system when operating with damaged pendant control. The system is designed on 24 volts. 2. Wireless Controller – Wireless controller has an RFID tag, and the seating system has an RFID reader to activate the wireless controller for operation. Making the system safe and convenient for ease of operation. 3. Flex-Row Locking Systems – Flex-Rows accommodate ADA seating areas for patrons in wheelchairs and their companions. The flexible seating solutions are quick and easy to operate and allow the seating configuration to lock in the open and or closed position. The feature allows for quick set an strike of the seating system 4. Sure-Step – This is a hinged front step with integral wheels. The hinged solution provides easy operation for the facility staff to minimize the potential for trip and fall accidents. Also if the facility has ample floor space the front steps can remain in the down or use position while the seating system is operated reducing set-p and strike labor. 5. Auto-Rotating Aisle Rails – This simple integrated technological advance is the most important as it ensures the center aisle handrail is always centered and in the proper position when the system is in use helping with spectator safety and reducing the chance of trip and fall incidents.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Hussey Seating Company is the only North American seating supplier who offers telescopic and fixed seating products which comply with FSC Forest Stewardship Certification. https://info.fsc.org/details.php?id=a024000007RRp0AAG&type=certificate</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>We currently do not have any third party issued ratings and or certificates.</p>

<p>40</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Hussey Seating Company does not meet the Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran-owned business certifications yet we have the following dealerships and installation company in our partnerships in compliance.</p> <p>Dealership T.J. Distributors State VA Status SWaM (Small, Women-owned, and Minority-owned Business) Certified 653623</p> <p>Dealership T.J. Distributors State MD Status SBR (Small Business Reserve) Certified SB12-7859</p> <p>Dealership C.M. Eichenlaub State PA Status WBE (Women's Business Enterprise) Certified WBE 1801415</p> <p>Dealership C.M. Eichenlaub State PA Status WBE (Women's Business Enterprise) Certified WBE 1801415</p> <p>Dealership School & Office Products of Arkansas State AR Status Veteran's Owned Business U.S. Navy Corpsman 1967 – 1971</p> <p>Dealership School & Office Products of Oklahoma State OK Status Veteran's Owned Business U.S. Navy Corpsman 1967 – 1971</p> <p>Dealership Nickerson Corporation Inc State NY Status WBE (Women's Business Enterprise) Certified 55916</p> <p>Dealership Nickerson New Jersey Inc State NJ Status SBE (Small Business Enterprise) Certified A0070-16</p> <p>Dealership Southeastern Surfaces and Equipment State FL Status WBE (Women's Business Enterprise) Certified 11.09.2017 – 11.09.2019</p> <p>Installer Harriott Contracting LLC State MD Status MBE (Minority Business Enterprise) Certified 08-114</p>
<p>41</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?</p>	<p>Hussey's unique attributes are based upon our long, proud 184-year history of the company. We are in business for the long haul [which means we are looking to transfer the company to the 7th generation] and have to treat our customers as they deserved. That means we are in the business of building long-term relationships and creating customers for life. We do this by collaboratively working with our customers, educating them on their options and exceeding their expectations with the product features, project management, installation professionalism, product aesthetics, performance, and value.</p> <p>Then we back it with the best product warranties in our industry. We are providing our customers and Sourcewel Members a sound piece of mind which simplifies the purchasing process.</p>
<p>42</p>	<p>Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.</p>	<p>As identified earlier we have a complete Canadian Exclusive Distribution Channel of partners who represent our product and services across the Canadian provinces and are willing to sell to any Sourcewell Member Agencies in Canada.</p> <p>Currently, we supply our Canadians dealers with https://www.sourcewell-mn.gov/compliance-legal/Canada & Group Buying Reference Guide - Canada (PDF)</p> <p>They are all excited and currently trying to position the current Sourcewell Contract on potential sales opportunities.</p>

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	<p>Yes, we have standard product warranties which typically exceed the industry standards as well as offer one-year product warranties to meet any project specifications by other suppliers.</p> <p>Product warranties can be located at this location as well as on the product file upload with this proposal https://www.husseyseating.com/warranties</p>
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Yes, here are the standard exclusion to the warranty</p> <p>EXCLUSIONS AND CONDITIONS: This warranty excludes and does not apply to: ~ Normal wear and tear, abuse, neglect, vandalism, or misuse of Product all as determined by Hussey Seating in its sole discretion.</p> <p>~ Casualty loss or other Acts of God. ~ Product altered or modified by the user. ~ User attached accessories. ~ Consumable Products; light bulbs, lamps, ballasts, etc.. ~ Products not installed by Hussey Seating Approved Installers. ~ Applied Graphic Solutions. ~ Products not properly maintained in accordance with Hussey Seating Operating & Maintenance Procedures & Inspections. ~ Non standard material and color finishes whether purchased by the customer or Hussey Seating Company. ~ Natural variations occurring in wood and / or color fastness and / or variations in matching of colors, grains or textures of materials shall not be considered defects. ~ Polymer Colors will not fade greater than 5 Delta-E units measured within CIE L*a*b color space. Powder Coat finish will not fade greater than 5 Delta-E units measured by Hunter L*a*b Color difference per ASTM D2244.</p>
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	No.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Yes, we will cover warranty service for items made by other manufacturers that are part of our proposal.</p> <p>Our product warranty covers any products delivered and installed by Hussey Seating Company. This way of conducting business/standing behind your product is what we have done for 184 years and many to come.</p>
48	What are your proposed exchange and return programs and policies?	<p>Typically once the product is installed, and the turn over meeting has occurred, we do not see product returns.</p> <p>As indicated in a previous answer, we are in business to create customers for life, and we do this by treating them right. If there is ever a discussion regarding a return, we work with the customer via our proper sales channel and our Dealer Support Team, and we make it right. That is part of our DNA of the Hussey Company and Family Values.</p> <p>We have never had a product returned in my 33 years with the company.</p>
49	Describe any service contract options for the items included in your proposal.	<p>All of our products require an inspection, service, and maintenance programs which can be offered and purchased at the time of order or a later date.</p> <p>The telescopic products require bi-annual service to comply with local building codes, so we strongly encourage a service plan or at the minimum an understanding of the proper requirements to maintain a safe seating system for patrons, players, and operators for the life of the product.</p>

Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	net 30
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Yes, when requested we were providing leasing options from https://nationalcooperativeleasing.com/cooperative-purchasing/</p> <p>We have not secured an order to date via this finance option yet continue to try this position when the customer requests this option.</p> <p>Currently, we are upgrading our contract page on our websites to include leasing as an option and are working with our sales team to re-educate them and provide an incorporated leasing quote tool to simplify the process.</p> <p>This process is a direction we have tried in the past, yet we have had some leadership position changes, and I believe the environment is right t make this formerly happen.</p> <p>After discussions with NCL and their leadership team, I believe the more we show our potential customers this purchasing vehicle he more opportunities will surface and our success rate will increase.</p>
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>We intend to continue to leverage our existing Sourcewell Procurement Process, which is as follows:</p> <ol style="list-style-type: none"> 1. The customer provides Exclusive Dealer, Open Line Dealer, Regional Service Centers or Direct Sales Team Membership Number and Desire to purchase product off Sourcewell Awarded Contract Number 2. Exclusive Dealer, Open Line Dealer, Regional Service Centers or Direct Sales Team Provides a copy of Sourcewell Quote with documentation regarding Sourcewell Awarded Contract Number and Member Number. 3. Exclusive Dealer, Open Line Dealer, Regional Service Centers or Direct Sales Team provide documentation of Actual Customer Quote with Final Sell Price and Customer PO to Dealer ad or Hussey Direct Sales Team 4. Internal Quote Tool Captures Member Agency Name, Member Number and Final Sell Price for Formal Sourcewell Quarterly Reporting at time or order entry 5. Finance completes Quarterly reporting vis reporting dashboard and provides to Hussey Contract Administrator for review and approval on Quarterly basis [Calander Year Based on Shipment Tranactions] 6. Contract Administration submits the report to Sourcewell w/ Administration Fee
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, we accept the P-card procurement and payment process. There is no additional cost for this process.

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Hussey Seating Company is proposing to leverage our existing line item pricing matrix for consideration and inclusion in our Sourcewell proposal.</p> <ol style="list-style-type: none"> 1. Product Ordering Instruction Tab Identifies Pricing Inclusion 2. The product line item will show a list price and unit of measure 3. Each product line will have a Sourcewell product line discount 4. Pricelist will show volume discounts based on order size
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>The following product lines will carry a specific MSRP discount to achieve a net price as indicated on the Product Ordering Instruction Page.</p> <p>Hussey Telescopic Seating 40% Discount of List Hussey Fixed Seating 40% Discount of List Hussey PERMA-CAP and PERMA-PLANK Seating 5% Discount of List Clarín Portable Chair by husseyseating 43% Discount of List</p> <p>Each line will also carry an additional volume discount.</p>

56	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Volume pricing discounts for Telescopic Seating is divided into the following quantity ranges</p> <p>0 - 400 Seats 400 - 800 Seats 800 - 1200 Seats 1200 - 1600 Seats 1600 - 2000 Seats 2000 - 2400 Seats 2400 - 3000+ Seats</p> <p>Volume pricing discounts for Fixed Seating is divided into the following quantity ranges</p> <p>25 - 149 Seats 150 - 249 Seats 250 - 749 Seats 750+ Seats</p> <p>Volume pricing discounts for Clarin Portable Chair Seating is divided into the following quantity ranges</p> <p>1 - 12 Chairs Add 30% to list price 13 - 23 Chairs Add 15% to list price 24 Chairs Reference Price List</p>	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Hussey Seating would like to propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options".</p> <p>In our markets, these solutions tend to be custom engineered and manufactured due to layout complexities, customer desires, or customization requirements based on building conditions and code requirements. We recommend we quote these at cost plus for discussion with the customer on creating "The Best Value Solution."</p>	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We do not have any element of the total cost of acquisition that is NOT included in the pricing submitted with our response.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	<p>Our Clarin portable chair seating is offered at a discounted product price off list. Freight is a handled on a per-project basis and can be defined as FOB North Berwick or FOB Destination.</p> <p>Freight quotes can be completed by the Clarin product team and or directly by the customer.</p> <p>If Hussey completes the freight quote it will be cost plus.</p>	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We recommend for freight, shipping, and delivery terms available for Alaska, Hawaii, or any offshore deliveries we quote these at cost plus for discussion with the customer on creating "The Best Value Solution and timing." If not a preferred approach by the customer also has the ability to purchase the product FOB, North Berwick, if desired.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not Applicable	*

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>We intend to continue to leverage our existing Sourcewell Procurement Process, which is as follows:</p> <ol style="list-style-type: none"> 1. The customer provides Exclusive Dealer, Open Line Dealer, Regional Service Centers or Direct Sales Team Membership Number and Desire to purchase product off Sourcewell Awarded Contract Number 2. Exclusive Dealer, Open Line Dealer, Regional Service Centers or Direct Sales Team Provides a copy of Sourcewell Quote with documentation regarding Sourcewell Awarded Contract Number and Member Number. 3. Exclusive Dealer, Open Line Dealer, Regional Service Centers or Direct Sales Team provide documentation of Actual Customer Quote with Final Sell Price and Customer PO to Dealer ad or Hussey Direct Sales Team 4. Internal Quote Tool Captures Member Agency Name, Member Number and Final Sell Price for Formal Sourcewell Quarterly Reporting at time or order entry 5. Finance completes Quarterly reporting vis reporting dashboard and provides to Hussey Contract Administrator for review and approval on Quarterly basis [Calander Year Based on Shipment Transactions] 6. Contract Administration submits the report to Sourcewell w/ Administration Fee
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>We want to propose the following administrative fee to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract.</p> <p>2% Administration Fee Quarterly Total Revenue Transactions \$0.00 - \$1,00,000</p> <p>1.5% Administration Fee Quarterly Total Revenue Transactions \$1,00,001 - \$5,00,000</p> <p>1% Administration Fee Quarterly Total Revenue Transactions \$5,00,001+</p>

Industry Specific Questions

Line Item	Question	Response *
65	Describe any quality management and environmental system certifications attained by your organization.	<p>Hussey Seating Company is certified and leverages EN 1090 quality compliance management system.</p> <p>Certificate Number: 0086-CPR-60038</p> <p>Copy of Certificate provided un document upload</p>
66	Describe your engineering/manufacturing capabilities, both in-house and out-sourced.	<p>At Hussey Seating Company, we have a direct team of engineers located at our North Berwick corporate headquarters which focus on New Product Development, Product Packaging, Product Engineering, Application / Project Layout Engineering, and Manufacturing/Process Engineering.</p> <p>We also have engineering outsource capabilities in the UK at our sister company HusseySeatway and our Vietnam office that we can leverage as required.</p> <p>In the US and Vietnam, we employ a total number of 26 registered engineers.</p> <p>As required, we also leverage local outside engineering firms to complete and validate independent product testing for our marketing efforts</p>

67	Describe your project design approach and related applications of technology.	<p>Our project design approach starts with our experienced dealer or direct sales staff while working collaboratively with our customers [Owners, Architects, Designers, and Contractors].</p> <p>Designs start with a field check and or architectural drawing, and an understand of the project design intent and vision for the project.</p> <ol style="list-style-type: none"> 1. We start with an AutoCad proposal drawing to show the customer the potential basis of design. 2. If this design concept is selected, we can then leverage our 3D Revit files to help the customer better visualize what the facility will look like when complete. [Example File Upload data] <p>This process eliminates any confusion and allows for a common understanding of products design, and product aesthetics.</p> <ol style="list-style-type: none"> 3. Once approved for production, the engineer files are complete and sent to the shop to drive the manufacturing systems. 4. Installation drawings are provided in digital a hardcopy format for product assembly and owner reference. <p>We also incorporate virtual graphics to show graphic packages and concepts for approval prior to production.</p>
68	Describe your compliance with building codes including ADA compliance, etc.	<p>All of our products and project layouts are designed to comply with all required building codes and ADA Federal mandates. Hussey Seating will not provide or install a layout drawing showing a facility out of code compliance. We believe we must educate our customers about what is required and make sure we are doing the right thing for safety and not cutting corners for a cost-saving solution.</p> <p>We work collaboratively with building code officials to make sure we all have the same understanding and interpretation of the required codes.</p>
69	Describe your post-purchase involvement in projects that will help drive value to Sourcewell members.	<p>Our post-purchase involvement in projects that will help drive value to Sourcewell members is our local Exclusive Dealer Network. Our dealers live in their customer's, your members local communities and provide support for the life of the products.</p> <p>No matter what time zone they may be located in they have a Hussey Seating contact ready and able to assist for new projects, project enhancements, renovations, service, and repair anytime.</p> <p>Not all manufacturers can make this statement.</p>
70	Describe any sponsorship, promotional, or revenue generating attributes of the equipment or products included in the proposal, and identify any support or training available to members related to implementation of those solutions.	<p>Our Total Graphics Package [See Attached PDF] provides revenue generation opportunities on telescopic products and fixed seating solutions can incorporate custom graphic logos and integrated donor plates.</p> <p>Each of these graphic solutions can provide opportunities for facilities to leverage sponsorship or commercialism for revenue generation.</p> <p>We provide design consultation on a per-project basis to understand the desired approach and expectation of the revenue generation programs in consideration and how it may affect the local marketplace and specific vertical market segment.</p> <p>Each market has different requirements, visibility expectations, length of contracts, ease of interchangeability, life cycle management.</p> <p>We leverage our experience and knowledge that we gain from all our global customer's and start by listening then discussing and providing concepts for the customer's specific needs and desires.</p>
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>If awarded another Sourcewell contract, Hussey Seating would continue to monitor the following and integrate new enhanced measurements.</p> <p>Existing Contract Measurements ~Sourcewell Booked Orders by FY Month ~Sourcewell Delivered Orders by FY Month ~Sourcewell Booked Orders by FYTD ~Sourcewell Delivered Orders by FYTD</p> <p>FY Compared to FY 5 Year Trend Data</p> <p>New Enhanced Measurements ~Same reports as shown above and new reports below plus the integration of active Sourcewell Quote Data</p> <p>~Sourcewell Booked Orders by FY Month Dealer & Direct ~Sourcewell Delivered Orders by FY Month Dealer & Direct ~Sourcewell Booked Orders by FYTD Dealer & Direct ~Sourcewell Delivered Orders by FYTD Dealer & Direct</p>

Exceptions to Terms, Conditions, or Specifications Form

Line Item 68. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
 3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - 01 Exhibit A - Letter of Credit - Hussey Seating Company.PDF - Tuesday September 17, 2019 12:45:08
 - [Marketing Plan/Samples](#) - Example Marketing Positioning of Sourcwell and Engineering Resources.pdf - Tuesday September 17, 2019 13:58:59
 - [WMBE/MBE/SBE or Related Certificates](#) - wmbe mbe sbe certificates.pdf - Tuesday September 17, 2019 12:49:51
 - [Warranty Information](#) - Warranty Documents.pdf - Tuesday September 17, 2019 12:56:08
 - [Pricing](#) - CONTRACT Hussey+Seating and Clarin by husseyseating Price List EFFECTIVE JAN 2020.xls - Tuesday September 17, 2019 12:44:53
 - [Additional Document](#) - HSC Customer Reference EN1090 Certificate FSC Certification.pdf - Tuesday September 17, 2019 14:13:13

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ron Bilodeau, Marketin & Product Manager

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Event Seating_Addendum_2 Tue September 10 2019 08:19 AM	<input checked="" type="checkbox"/>	--
Event Seating_Addendum 1 Thu September 5 2019 09:00 AM	<input checked="" type="checkbox"/>	--



CONTRACT EXTENSION

Contract Number: #091719-HSC

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Hussey Seating Company (Vendor) 38 Dyer Street Extension, North Berwick, ME 03906 have entered into Contract #091719-HSC for the procurement of Event Seating and Staging Solutions with Related Accessories and Services. The Contract has an expiration date of December 3, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of December 3, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell
DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
9/16/2023 | 10:31 AM CDT
Date: _____

Hussey Seating Company
DocuSigned by:
Ron Bilodeau
By: D78FF8904F394C6...
Ron Bilodeau
Title: MKT MGR Product Innovation & Sales EDU
9/27/2023 | 8:07 AM PDT
Date: _____



Hastings Public Schools

INDEPENDENT SCHOOL DISTRICT 200
1000 11TH STREET WEST
HASTINGS, MN 55033-2597
Phone (651) 480-7053
Cell (641) 590-6408
Fax (651) 480-7004

BRIDGE TO SUCCESS

Cameron Peterson
Director of Buildings and Maintenance
cpeterson@isd200.org

DATE: January 24th, 2024
TO: ISD #200 School Board
FROM: Cameron Peterson, Director of Buildings and Maintenance
SUBJECT: High School Bleacher Replacement FY25

Recommendation to approve the proposal from H&B Specialized products for the replacement of the high school bleachers in the amount of \$742,432 under the Sourcewell contract.

Statement of need

The high school bleachers have been in operation for 24 years, and are at the end of their expected lifespan. In previous years, the operation of the bleachers has degraded, causing a disruption to community education rentals, high school athletic events, and physical education classes. In the past year, the bleachers have not been able to be extended or retracted as normal, and numerous attempts by multiple vendors to repair them has not been fruitful.

Summary of Project

Bleachers are a specialized product, and there are currently three manufacturers reputable and available in Minnesota: Hussey, Irwin, and Interkal. Hussey brand bleachers have been selected because of their quality and safety factor. No other bleacher manufacturer has the reputation that their bleachers have not fallen under load.

Hastings high school is also in a unique position because of the layout of its field house. Because the gymnasium has an indoor track, and the outside walls of the field house are in close proximity to the track, the bleachers must be portable and stored in a separate space. The cost of replacing portable bleachers is higher than stationary bleachers because they are uncommon and considerably more complex to manufacture and install.

The replacement of the bleachers was included in the 10 year LTFM plan last year for board approval. This project would take place in the summer of 2024 and fiscal year 2025. This proposal and subsequent contract would be secured using the Sourcewell contract, a competitive cooperative purchasing agreement. This 3rd party solicits pricing and vets products and services to be used by public entities, and fulfills Minnesota bid law requirements.



PROPOSAL

Date : 1.16.2024

To: **Hastings High School**

Job Name : Main Gym Bleacher

Job Location : Hastings, MN

Architect: N/A

We are pleased to submit the following quotation for your consideration:

Telescoping Gym Bleacher Replacement

We propose to furnish (5) 18.5' (11) Row and (8) 18.5' (8) Row portable telescoping bleachers with an approximate gross seat count of 1309. Electronic operation, 10" courtside seats, 24" row spacing, 9 5/8" rise, clear urethane finished deck, self storing side rails and P style aisle rails. Per IBC2018 with intermediate Steps.

Hussey Maxam Bleacher	FOR THE SUM OF	\$490,587.00 <i>(See Notes Below)</i>
Demo	ADD THE SUM OF	\$32,550.00

Notes Excludes electrical work and assumes 208V, 3 Phase power (existing location(s) may require moving). Assumes colors from Hussey standard offering. Includes MN PE Stamp but excludes permit fees, plan review fees, code review fees, etc. Priced and designed to IBC 2018. Additional costs may apply to meet local codes.

Respectfully Submitted-
David Sweep
Service Manager
952.698.5785, fax: 952.374.6111



Contract#091719-HSC



This offer expires thirty days from above date.

The prices quoted are subject to change as set forth on the reverse side hereof. Seller reserves the right to revoke this offer at any time before acceptance.

This offer is not a firm offer. Unless sooner revoked, this offer shall expire on the expiration date set forth above.

Acceptance of this offer is expressly limited to and subject to the terms and conditions set forth on both sides hereof, including those limiting warranties and liability and providing for price changes.

TERMS: Net 30 days from date of invoice.

All quotations are subject to the conditions printed on the back of this proposal and when accepted subject to credit approval.

Accepted by _____
(COMPANY NAME)

Respectfully submitted,
By *David Sweep*

H&B Specialized Products

Signed _____ Title _____

Date _____

H&B Specialized Products, Inc. 6560 Edenvale Blvd. Eden Prairie, MN 55346 952.374.6110



PROPOSAL

Date : 1.12.2024

To: **Hastings High School**

Job Name : Main Gym Bleacher

Job Location : Hastings, MN

Architect: N/A

We are pleased to submit the following quotation for your consideration:

Telescoping Gym Bleacher Replacement

We Propose to Furnish and Install 81' 17 Row telescoping bleachers with an approximate Gross Seat Count of 963 and Tier 2 electric power operation, 10" CourtSide seats, 33" row spacing, 9-5/8" rise, clear urethane finished decking, self storing end rails, AUTO-ROTATING aisle rails, aisles per IBC 2018 with intermediate steps, and Hussey exclusive flex row configurations to meet ADA seating requirements. :

Hussey Maxam Bleacher	FOR THE SUM OF	\$203,295.00 <i>(See Notes Below)</i>
Demo	ADD THE SUM OF	\$16,000.00

Notes Excludes electrical work and assumes 208V, 3 Phase power (existing location(s) may require moving). Assumes colors from Hussey standard offering. Includes MN PE Stamp but excludes permit fees, plan review fees, code review fees, etc. Priced and designed to IBC 2018. Additional costs may apply to meet local codes.

Respectfully Submitted-
David Sweep
Service Manager
952.698.5785, fax: 952.374.6111



Contract 091719-HSC



This offer expires thirty days from above date.

The prices quoted are subject to change as set forth on the reverse side hereof. Seller reserves the right to revoke this offer at any time before acceptance.

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TERMS: Net 30 days from date of invoice.

All quotations are subject to the conditions printed on the back of this proposal and when accepted subject to credit approval.

Accepted by _____
(COMPANY NAME)

Respectfully submitted,
By *David Sweep*

H&B Specialized Products

Signed _____ Title _____

Date _____

H&B Specialized Products, Inc. 6560 Edenvale Blvd. Eden Prairie, MN 55346 952.374.6110

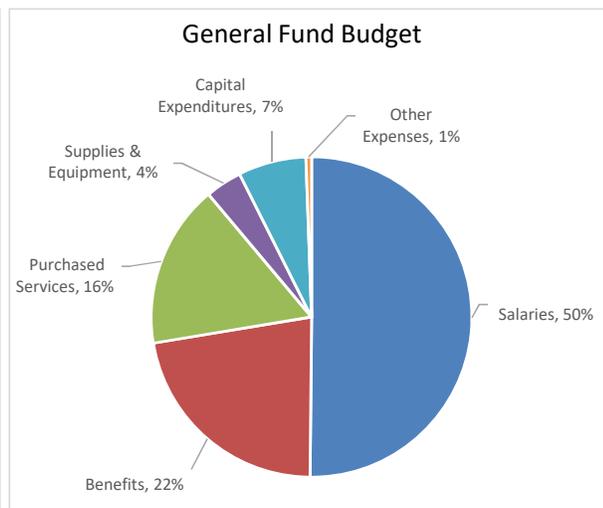
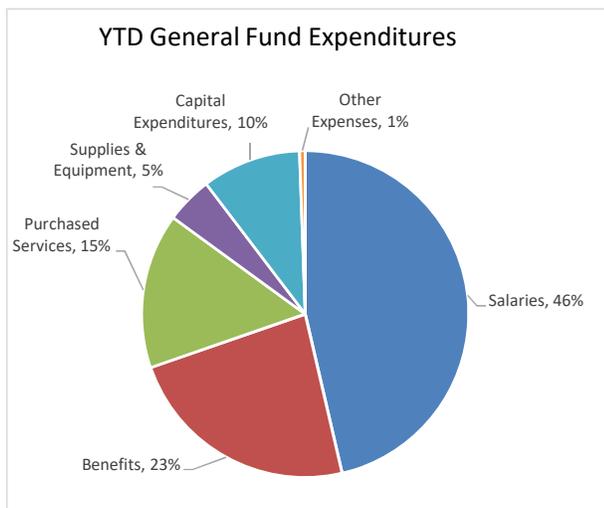
HASTINGS ISD #200 BOARD REPORT FOR THE MONTH ENDING: December 2023

EXPENDITURE TOTALS

	FY 2024 Budget (REV)	**Monthly Expenditures	Year-to-Date Expenditures	Remaining Balance	% Spent
General Fund (01)					
100 Salaries	33,508,317	2,796,500	11,527,719	21,980,598	34%
200 Benefits	14,866,318	1,163,001	5,799,525	9,066,793	39%
300 Purchased Services	11,028,943	782,129	3,818,993	7,209,951	35%
400 Supplies & Equipment	2,476,105	122,324	1,151,832	1,324,273	47%
500 Capital Expenditures	4,559,335	73,675	2,436,395	2,122,940	53%
800 Other Expenses	383,873	7,429	132,656	251,217	35%
	66,822,892	4,945,057	24,867,120	41,955,772	37%
Food Service Fund (02)	3,696,765	323,096	1,243,565	2,453,200	34%
Community Service Fund (04)	2,849,349	251,656	1,332,336	1,517,013	47%
Building Construction Fund (06)	5,009,085	319,935	1,781,625	3,227,460	36%
Debt Service Fund (07)	3,871,750	3,519,563	3,702,138	169,613	96%
Student Activities Fund (10)	250,000	21,281	78,371	171,629	31%
Deferred Accounts- Donations/Misc Fund (11)	640,619	62,324	224,591	416,028	35%
Scholarships Fund (12)	120,000	23,000	24,000	96,000	20%
Totals	\$83,260,460	\$9,465,911	\$33,253,745	\$50,006,715	

** 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	12/1/2023	12/31/2023	2,014,937	Pay dates 12/5 and 12/20 Bd. Share \$410,604
Liability Checks & Wires	12/1/2023	12/31/2023	1,427,422	
Total			\$3,442,358	

FINANCE DISBURSEMENTS

Checks & Wires	12/1/2023	12/31/2023	1,161,933
Total			\$1,161,933

SELF-FUNDED INSURANCE

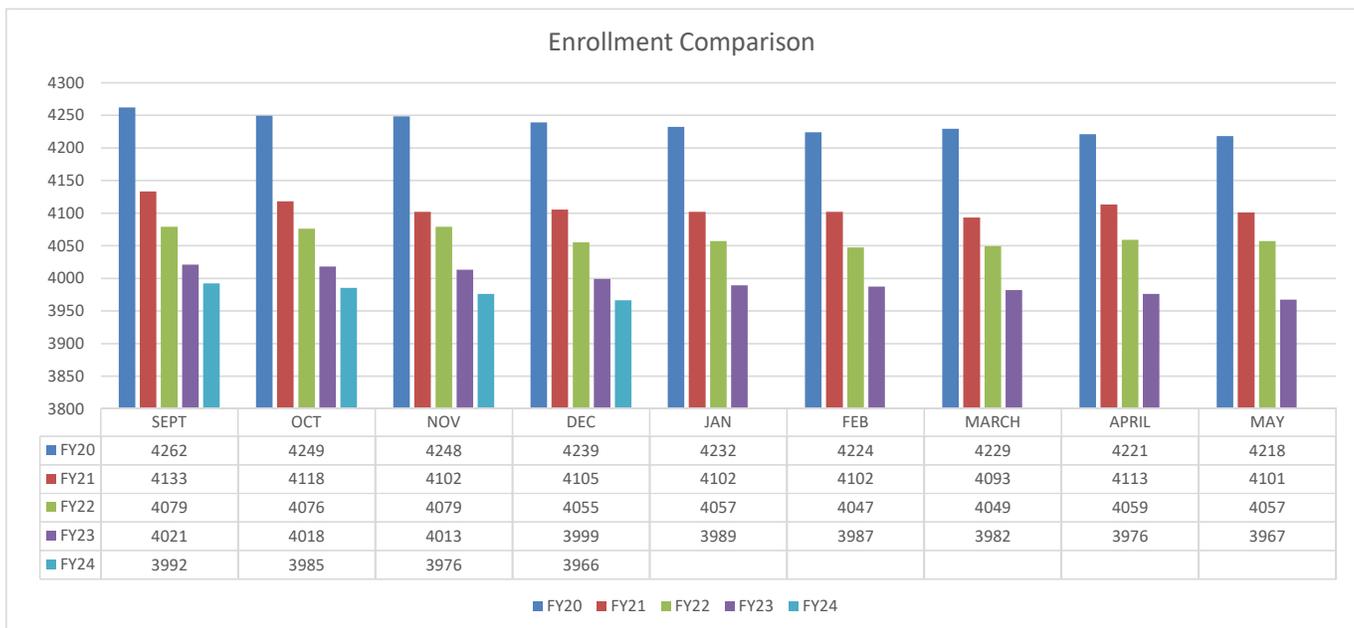
	Revenue YTD	Expenses YTD	YTD Balance
Dental	370,010	318,616	\$51,394
Health	4,535,758	4,080,353	\$455,405

ELECTRONIC FUND TRANSFERS

<u>Date</u>	<u>From</u>	<u>To</u>	<u>Amount</u>	<u>Description</u>
12/1/2023	MSDLAF General	MSDLAF AP	13,263.66	Accounts Payable
12/4/2023	Merchants Bank	MSDLAF General	25,000.00	Local Receipts
12/4/2023	MSDLAF General	MSDLAF Health Self Funded	28,050.18	Health Insurance
12/5/2023	MSDLAF General	MSDLAF Payroll	1,795,613.72	Payroll
12/5/2023	MSDLAF GeneralMAX	MSDLAF General	1,000,000.00	Exchange
12/5/2023	MSDLAF General	MSDLAF Flex	16,288.60	Payroll
12/5/2023	MSDLAF General	MSDLAF Health Self Funded	730,505.06	Health Insurance
12/5/2023	MSDLAF General	MSDLAF Dental Self Funded	63,277.30	Dental Insurance
12/6/2023	MSDLAF General	MSDLAF Health Self Funded	2,400.00	Health Insurance
12/8/2023	MSDLAF General	MSDLAF AP	232,165.16	Accounts Payable
12/12/2023	Merchants Bank	MSDLAF General	25,000.00	Local Receipts
12/12/2023	MSDLAF Health Self FundedMAX	MSDLAF Health Self Funded	1,000,000.00	Exchange
12/14/2023	MSDLAF General	Vermillion Bank	9,170.04	Local Receipts
12/15/2023	MSDLAF General	MSDLAF AP	438,400.87	Accounts Payable
12/18/2023	Merchants Bank	MSDLAF General	25,000.00	Local Receipts
12/20/2023	MSDLAF General	MSDLAF Payroll	1,637,445.36	Payroll
12/20/2023	MSDLAF General	MSDLAF Flex	16,407.96	Payroll
12/21/2023	MSDLAF General	MSDLAF Health Self Funded	27,833.52	Health Insurance
12/22/2023	MSDLAF General	MSDLAF AP	481,509.32	Accounts Payable
12/22/2023	MSDLAF General	MSDLAF Scholarship	8,082.00	Local Receipts
12/22/2023	MSDLAF General	MSDLAF Payroll	8,049.56	Payroll
12/28/2023	MSDLAF General	MSDLAF Health Self Funded	723,308.85	Health Insurance
12/28/2023	MSDLAF General	MSDLAF Dental Self Funded	61,360.32	Dental Insurance
			\$8,368,131.48	

ENROLLMENT

<u>GRADE</u>	<u>COUNT</u>	<u>SCHOOL</u>	<u>COUNT</u>
K	259	HAHS	35
1	284	High School	1367
2	275	Middle School	1181
3	288	Kennedy Elementary	456
4	277	Pinecrest Elementary	443
5	289	McAuliffe Elementary	484
6	310		3966
7	295		
8	287		
9	369		
10	366	Elementary	1383
11	331	Middle School	1181
12	336	High School/HAHS	1402
	3966	Total District	3966



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, 2024
Current Statement as of 12/31/2023

Crs Code	Activity Account	Balance 7/1/2023	Receipts	Disbursements	Subtotal (Less Interest)	Interest Earned	Balance 12/31/2023
601	Art Club	489.27	0.00	24.13	465.14	2.1653	467.31
608	AVID	3,024.06	901.00	144.72	3,780.34	15.9727	3,796.31
602	Band	1,033.95	17,243.36	504.36	17,772.95	52.6022	17,825.55
604	Baseball	242.36	0.00	0.00	242.36	1.1237	243.48
605	Basketball - Boys	2,249.20	0.00	2,000.00	249.20	4.0087	253.21
609	Choir Tour	546.42	1,786.00	1,786.00	546.42	2.5335	548.95
610	Cross Country Running	74.60	1,289.00	1,081.12	282.48	1.4587	283.94
613	Fellowship Christian Athletes (FCA)	826.02	1,573.00	652.86	1,746.16	7.1211	1,753.28
614	Football	1,450.41	0.00	0.00	1,450.41	6.7250	1,457.13
615	Gymnastics	2,531.20	0.00	0.00	2,531.20	11.7361	2,542.94
616	French Honor Society (FHS)	1,716.75	0.00	99.69	1,617.06	7.7110	1,624.77
622	Marching Band	20,178.35	27,068.34	36,056.86	11,189.83	71.6945	11,261.52
675	INTEREST EARNED	0.00	760.44	0.00	760.44	-	0.00
623	National Honor Society (NHS)	2,348.30	744.00	85.76	3,006.54	12.7907	3,019.33
625	Nordic Skiing	153.60	0.00	0.00	153.60	0.7122	154.31
626	Orchestra	271.96	0.00	0.00	271.96	1.2610	273.22
627	Outdoor Club	0.16	0.00	0.16	0.00	0.0002	0.00
618	Peer Helpers	37.19	0.00	19.24	17.95	0.1107	18.06
632	Show Choir	5,978.31	66,266.54	18,220.31	54,024.54	157.7159	54,182.26
643	Soccer - Boys	286.99	0.00	286.99	0.00	0.4094	0.41
647	Spanish Club	11,260.05	375.00	1,652.08	9,982.97	48.7067	10,031.68
650	Student Council	59,545.20	3,915.00	6,516.02	56,944.18	265.5563	57,209.74
652	Tennis - Boys	3,190.68	0.00	27.77	3,162.91	14.6750	3,177.59
653	Tennis - Girls	243.27	1,036.00	320.88	958.39	3.8800	962.27
655	Thespians	601.44	0.16	49.88	551.72	2.5757	554.30
656	Track	9,549.31	0.00	3,248.00	6,301.31	32.6919	6,334.00
654	Ultimate Frisbee	417.68	0.00	87.42	330.26	1.5625	331.82
659	Wrestling	5,229.57	0.00	4,395.50	834.07	6.7751	840.85
665	Middle School Yearbook	1,557.83	0.00	1,046.59	511.24	2.7437	513.98
666	Middle School Student Council	5,086.25	0.00	65.00	5,021.25	23.4206	5,044.67
		140,120.38	122,957.84	78,371.34	184,706.88	760.4400	184,706.88

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

December 2023 Investment Reconciliation - %-104-%

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	BALANCE END OF MONTH
GENERAL FUND - 01	26,000,000.00	3,000,000.00	6,000,000.00	23,000,000.00
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	486,000.00	0.00	0.00	486,000.00
HEALTH SELF FUNDED - 21	1,000,000.00	2,000,000.00	1,000,000.00	2,000,000.00
TOTALS	27,496,000.00	5,000,000.00	7,000,000.00	<u>25,496,000.00</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	23,000,000.00	0.00	23,000,000.00
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	486,000.00	0.00	486,000.00
Term - MSDLAF - Health	2,000,000.00	0.00	2,000,000.00
TREASURER'S BALANCE	25,496,000.00	0.00	<u>25,496,000.00</u>

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

December 2023 Bank Reconciliation

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	BALANCE END OF MONTH
GENERAL FUND- 01	4,420,604.82	4,253,610.05	(1,796,935.88)	6,877,278.99
FOOD SERVICE FUND - 02	906,795.47	312,612.42	(278,206.51)	941,201.38
COMMUNITY ED - 04	765,553.39	210,389.28	(236,841.13)	739,101.54
BUILDING CONSTRUCTION - 06	3,500,937.48	15,564.66	(286,424.33)	3,230,077.81
DEBT REDEMPTION - 07	20,113,877.65	48,548.94	74,216.85	20,236,643.44
STUDENT ACTIVITY FUND -10	162,849.31	42,338.20	(21,280.63)	183,906.88
DEFERRED ACCOUNTS - 11	701,978.06	19,276.64	(59,699.51)	661,555.19
SCHOLARSHIP - 12	289,415.62	9,660.34	(23,000.00)	276,075.96
TRUST - 18	61,968.13	0.00	74.05	62,042.18
DENTAL SELF FUNDED - 20	744,271.57	3,262.15	12,749.92	760,283.64
HEALTH SELF FUNDED -21	3,988,212.68	13,172.62	(1,306,896.78)	2,694,488.52
OPEB PERA/CE TRUST - 45	6,203,003.98	0.00	27,975.07	6,230,979.05
TOTALS	41,859,468.16	4,928,435.30	(3,894,268.88)	42,893,634.58

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	68,886.99	0.00	0.00	27.49	68,914.48
MSDLAF AP	612,467.98	(510,063.10)	0.00	0.00	102,404.88
MSDLAF Payroll	117,863.69	(17,781.85)	0.00	(32.54)	100,049.30
MSDLAF Scholarship	292,325.96	(16,500.00)	0.00	0.00	275,825.96
MSDLAF General	14,407,965.44	0.00	21,705.34	(0.01)	14,429,670.77
MSDLAF Flex	44,217.72	0.00	0.00	2,456.69	46,674.41
MSDLAF Dental Self Funded	767,812.68	(7,529.04)	0.00	0.00	760,283.64
MSDLAF Health Self Funded	2,697,165.17	(42.24)	0.00	0.00	2,697,122.93
MSDLAF Bond Proceeds	3,384,539.34	(154,461.53)	0.00	0.00	3,230,077.81
Vermillion Bank	172,145.70	(765.00)	0.00	0.00	171,380.70
MidAmerica - CE Trust	62,042.18	0.00	0.00	0.00	62,042.18
OPEB PERA/CE Trust Account	6,814,985.15	0.00	0.00	0.00	6,814,985.15
US Bank Escrow	14,134,202.37	0.00	0.00	0.00	14,134,202.37
TREASURER'S BALANCE	43,576,620.37	(707,142.76)	21,705.34	2,451.63	42,893,634.58

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
MB	P406MB	105226		Wire	1	10229	MERCHANTS BANK FEES	C Corporation	No	Yes	No	12/15/2023	48.22
Bank Total: \$48.22													
USAP	P40602	105215		Wire	1	11387	AMAZON CAPITAL SERVICES, INC	C Corporation	No	Yes	No	12/08/2023	7,540.93
USAP	P40615	105227		Wire	1	10920	AFFINETY - MERCH BANK FEES (WIRE)	S Corporation	No	Yes	No	12/15/2023	3,367.64
USAP	P40615	105228		Wire	1	11575	ARBITERSPORTS LLC - WIRE	LLC - Partnership	No	Yes	No	12/15/2023	20,000.00
USAP	P40615	105229		Wire	1	2976	SALES TAX (MN DEPT REVENUE)	Other	No	Yes	No	12/15/2023	252.00
USAP	P40615	105230		Wire	1	9557	BMO HARRIS BANK NA	C Corporation	No	Yes	No	12/15/2023	19,821.67
USAP	P40615	105231		Wire	1	9935	ELEYO FEES	S Corporation	No	Yes	No	12/15/2023	4,577.86
USAP	P40630	105359		Wire	1	3167	MSDLAF BANK FEES	Other	No	Yes	No	12/22/2023	158.04
USAP	P40630	105360		Wire	1	9012	PITNEY BOWES POSTAGE BY PHONE	C Corporation	No	Yes	No	12/22/2023	2,000.00
USAP	P40530	105053	833349	Check	1	1183	BURNSVILLE HIGH SCHOOL	Other	Yes	Yes	Yes	12/22/2023	(720.00)
USAP	P40601	105142	833474	Check	1	1949	BRIGHTWORKS	Other	Yes	Yes	No	12/01/2023	395.00
USAP	P40601	105144	833475	Check	1	3748	CENTERPOINT ENERGY	C Corporation	Yes	Yes	No	12/01/2023	9,833.49
USAP	P40601	105146	833476	Check	1	7241	DAN ROTHER PHOTOGRAPHY	S Corporation	Yes	No	No	12/01/2023	195.00
USAP	P40601	105147	833477	Check	1	7322	FERGUSON ENTERPRISES	C Corporation	Yes	Yes	No	12/01/2023	603.31
USAP	P40601	105140	833478	Check	1	1555	HAWKINS, INC.	C Corporation	Yes	Yes	No	12/01/2023	748.00
USAP	P40601	105141	833479	Check	1	1942	MENARDS	C Corporation	Yes	Yes	No	12/01/2023	76.35
USAP	P40601	105143	833480	Check	1	2094	NINE EAGLES PROMOTIONS	S Corporation	Yes	Yes	No	12/01/2023	524.00
USAP	P40601	105148	833481	Check	1	7918	RIESTER REFRIGERATION	S Corporation	Yes	Yes	No	12/01/2023	400.00
USAP	P40601	105149	833482	Check	1	9399	SCHOLASTIC	C Corporation	Yes	Yes	No	12/01/2023	459.44
USAP	P40601	105145	833483	Check	1	4405	STEP SAVER INC	S Corporation	Yes	Yes	No	12/01/2023	29.07
USAP	P40602	105188	833484	Check	1	11843	AASPA	Other	Yes	No	No	12/08/2023	275.00
USAP	P40602	105187	833485	Check	1	11842	ALLMAN, LAURA	S Corporation	Yes	Yes	No	12/08/2023	89.00
USAP	P40602	105175	833486	Check	1	10919	ARVIG	S Corporation	Yes	Yes	No	12/08/2023	1,205.95
USAP	P40602	105177	833487	Check	1	10995	BACKES, RACHEL	Other	Yes	Yes	No	12/08/2023	191.38
USAP	P40602	105204	833488	Check	1	5596	BARNES & NOBLE INC	C Corporation	Yes	Yes	No	12/08/2023	4,890.01
USAP	P40602	105180	833489	Check	1	1156	BIX PRODUCE COMPANY LLC	Partnership	Yes	Yes	No	12/08/2023	2,246.13
USAP	P40602	105210	833490	Check	1	7911	CENTURYLINK	C Corporation	Yes	Yes	No	12/08/2023	90.21
USAP	P40602	105189	833491	Check	1	1235	CITY OF HASTINGS	Other	Yes	Yes	No	12/08/2023	5,266.42
USAP	P40602	105178	833492	Check	1	11370	CONWAY, JONAH	Ind/Sole Proprietor	Yes	Yes	No	12/08/2023	150.00
USAP	P40602	105182	833493	Check	1	11657	ERLANDSON, ANGELA	Ind/Sole Proprietor	Yes	Yes	No	12/08/2023	4,487.50
USAP	P40602	105207	833494	Check	1	7322	FERGUSON ENTERPRISES	C Corporation	Yes	Yes	No	12/08/2023	9.97
USAP	P40602	105172	833495	Check	1	10330	FLICEK WELDING LLC	LLC - S Corp	Yes	Yes	No	12/08/2023	44,800.00
USAP	P40602	105181	833496	Check	1	11630	HARMON, KATIE	LLC - Partnership	Yes	Yes	No	12/08/2023	95.69
USAP	P40602	105208	833497	Check	1	7721	INNOVATIVE OFFICE SOLUTIONS	LLC - Partnership	Yes	Yes	No	12/08/2023	932.36
USAP	P40602	105205	833498	Check	1	5828	JIM CARLSON LEASING CO.	C Corporation	Yes	Yes	No	12/08/2023	650.00
USAP	P40602	105212	833499	Check	1	9080	KAREN CASS FELLING, M.A., LP	Ind/Sole Proprietor	Yes	Yes	No	12/08/2023	1,200.00
USAP	P40602	105174	833500	Check	1	10700	KELLY, EMILY	Ind/Sole Proprietor	Yes	Yes	No	12/08/2023	191.38

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
USAP	P40602	105191	833501	Check	1	1942	MENARDS	S Corporation	Yes	Yes	No	12/08/2023	387.32
USAP	P40602	105213	833502	Check	1	9427	MERZER M.A., L.P., SHEILA	Ind/Sole Proprietor	Yes	Yes	No	12/08/2023	62.50
USAP	P40602	105206	833503	Check	1	7290	MIDWEST FENCE & MFG.	C Corporation	Yes	Yes	No	12/08/2023	13,891.00
USAP	P40602	105192	833504	Check	1	1975	MINNESOTA CHILDREN'S MUSEUM	Other	Yes	Yes	No	12/08/2023	130.00
USAP	P40602	105193	833505	Check	1	1977	MINNESOTA COACHES INC	S Corporation	Yes	Yes	No	12/08/2023	54,497.00
USAP	P40602	105209	833506	Check	1	7883	NAC MECHANICAL & ELECTRICAL SERV	S Corporation	Yes	Yes	No	12/08/2023	6,419.59
USAP	P40602	105190	833507	Check	1	1882	OFFICE OF MN IT SERVICES	Other	Yes	Yes	No	12/08/2023	132.30
USAP	P40602	105214	833508	Check	1	9889	PETERSON, CAMERON	Other	Yes	Yes	No	12/08/2023	50.00
USAP	P40602	105184	833509	Check	1	11740	PRAIRIE FARMS - WOODBOURY, MN	C Corporation	Yes	Yes	No	12/08/2023	6,286.29
USAP	P40602	105173	833510	Check	1	10475	PROJECT LEAD THE WAY	C Corporation	Yes	Yes	No	12/08/2023	950.00
USAP	P40602	105194	833511	Check	1	2251	RATWIK, ROSZAK, & MALONEY P.A.	C Corporation	Yes	Yes	No	12/08/2023	318.00
USAP	P40602	105185	833512	Check	1	11776	REARDON, JOSEPH	Other	Yes	Yes	No	12/08/2023	142.66
USAP	P40602	105176	833513	Check	1	10925	REMMERT EDUCATIONAL CONSULTING	Ind/Sole Proprietor	Yes	Yes	No	12/08/2023	6,000.00
USAP	P40602	105195	833514	Check	1	2275	RENT & SAVE	S Corporation	Yes	Yes	No	12/08/2023	846.00
USAP	P40602	105198	833515	Check	1	2819	REPUBLIC SERVICES #923	C Corporation	Yes	Yes	No	12/08/2023	10,038.73
USAP	P40602	105186	833516	Check	1	11780	RHONDA COUNTS	Ind/Sole Proprietor	Yes	Yes	No	12/08/2023	2,050.00
USAP	P40602	105211	833517	Check	1	7918	RIESTER REFRIGERATION	S Corporation	Yes	Yes	No	12/08/2023	414.00
USAP	P40602	105200	833518	Check	1	3029	SCHMITT MUSIC	S Corporation	Yes	Yes	No	12/08/2023	119.00
USAP	P40602	105199	833519	Check	1	2850	SCHOOL SPECIALTY	C Corporation	Yes	Yes	No	12/08/2023	21.64
USAP	P40602	105183	833520	Check	1	11724	SQUIRES, WALDSPURGER & MACE P.A	C Corporation	Yes	Yes	No	12/08/2023	7,171.00
USAP	P40602	105202	833521	Check	1	3391	ST. ELIZABETH ANN SETON	Other	Yes	Yes	No	12/08/2023	17,511.27
USAP	P40602	105196	833522	Check	1	2546	TK ELEVATOR CORPORATION	C Corporation	Yes	Yes	No	12/08/2023	648.09
USAP	P40602	105197	833523	Check	1	2559	TRIO SUPPLY	C Corporation	Yes	Yes	No	12/08/2023	2,309.09
USAP	P40602	105179	833524	Check	1	11525	TWO RIVERS HIGH SCHOOL	Other	Yes	No	No	12/08/2023	150.00
USAP	P40602	105203	833525	Check	1	5557	ULINE SHIPPING SUPPLIES	S Corporation	Yes	Yes	No	12/08/2023	336.43
USAP	P40602	105201	833526	Check	1	3277	UPPER LAKES FOODS, INC	S Corporation	Yes	Yes	No	12/08/2023	26,971.32
USAP	P40615	105233	833527	Check	1	1029	AIM ELECTRONICS, INC.	C Corporation	Yes	Yes	No	12/15/2023	294.54
USAP	P40615	105247	833528	Check	1	11213	ANDERSON, ERIN	C Corporation	Yes	No	No	12/15/2023	172.40
USAP	P40615	105261	833529	Check	1	11767	AUTUMN DALIN	Other	Yes	Yes	No	12/15/2023	211.17
USAP	P40615	105297	833530	Check	1	6442	BACHMAN, RACHEL	C Corporation	Yes	Yes	No	12/15/2023	254.25
USAP	P40615	105294	833531	Check	1	5596	BARNES & NOBLE INC	C Corporation	Yes	Yes	No	12/15/2023	195.72
USAP	P40615	105316	833532	Check	1	9390	BAUER BUILT TIRE	S Corporation	Yes	Yes	No	12/15/2023	714.28
USAP	P40615	105254	833533	Check	1	1156	BIX PRODUCE COMPANY LLC	Partnership	Yes	Yes	No	12/15/2023	6,781.64
USAP	P40615	105275	833534	Check	1	1949	BRIGHTWORKS	Other	Yes	Yes	No	12/15/2023	316.00
USAP	P40615	105299	833535	Check	1	6768	BUMP, MICHELLE	Other	Yes	Yes	No	12/15/2023	42.50
USAP	P40615	105311	833536	Check	1	8681	CANVAS HEALTH	C Corporation	Yes	Yes	No	12/15/2023	446.75
USAP	P40615	105325	833537	Check	1	9993	CAPONI ART PARK	Other	Yes	Yes	No	12/15/2023	110.00
USAP	P40615	105263	833538	Check	1	1251	COMMERCIAL KITCHEN SERVICES	S Corporation	Yes	Yes	No	12/15/2023	2,216.62
USAP	P40615	105264	833539	Check	1	1286	CUB FOODS	LLC - S Corp	Yes	No	No	12/15/2023	100.28

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Bank	Batch	Pmt No	Check No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
USAP	P40615	105298	833540	833540	Check	1	6745	CULLIGAN OF STILLWATER	S Corporation	Yes	Yes	No	12/15/2023	882.21
USAP	P40615	105287	833541	833541	Check	1	3399	DALCO	S Corporation	Yes	Yes	No	12/15/2023	7,988.34
USAP	P40615	105322	833542	833542	Check	1	9804	DAVIS, HEATHER		Yes	No	No	12/15/2023	130.68
USAP	P40615	105232	833543	833543	Check	1	10278	DECKER	S Corporation	Yes	Yes	No	12/15/2023	137.46
USAP	P40615	105312	833544	833544	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	Yes	No	12/15/2023	1,448.32
USAP	P40615	105313	833545	833545	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	Yes	No	12/15/2023	144.11
USAP	P40615	105265	833546	833546	Check	1	1319	DEMCO	S Corporation	Yes	Yes	No	12/15/2023	145.72
USAP	P40615	105241	833547	833547	Check	1	10860	DEPARTMENT OF TRANSPORTATION	Other	Yes	Yes	No	12/15/2023	743.00
USAP	P40615	105327	833548	833548	Check	1	9926	DOOR SERVICE COMPANY OF THE TW	S Corporation	Yes	Yes	No	12/15/2023	989.40
USAP	P40615	105240	833549	833549	Check	1	10787	DOWNTOWN TIRE AND AUTO INC	S Corporation	Yes	Yes	No	12/15/2023	1,830.56
USAP	P40615	105295	833550	833550	Check	1	6183	ECSI	S Corporation	Yes	Yes	No	12/15/2023	2,494.88
USAP	P40615	105305	833551	833551	Check	1	7597	eSPECIAL NEEDS	Ind/Sole Proprietor	Yes	No	No	12/15/2023	947.50
USAP	P40615	105302	833552	833552	Check	1	7322	FERGUSON ENTERPRISES	C Corporation	Yes	No	No	12/15/2023	315.47
USAP	P40615	105323	833553	833553	Check	1	9863	GENUINE PARTS COMPANY	C Corporation	Yes	Yes	No	12/15/2023	13.02
USAP	P40615	105243	833554	833554	Check	1	10996	GIMKIT	C Corporation	Yes	No	No	12/15/2023	650.00
USAP	P40615	105266	833555	833555	Check	1	1478	GOPHER SPORT	S Corporation	Yes	Yes	No	12/15/2023	24.40
USAP	P40615	105248	833556	833556	Check	1	11220	GOPHERMODS LLC	S Corporation	Yes	Yes	No	12/15/2023	148.00
USAP	P40615	105268	833557	833557	Check	1	1482	GRAINGER, W.W..	C Corporation	Yes	Yes	No	12/15/2023	2,707.73
USAP	P40615	105285	833558	833558	Check	1	3030	GROTH MUSIC	S Corporation	Yes	Yes	No	12/15/2023	865.96
USAP	P40615	105324	833559	833559	Check	1	9880	GUSTAFSON, JILL		Yes	Yes	No	12/15/2023	236.98
USAP	P40615	105290	833560	833560	Check	1	3718	HASTINGS PARKS & RECREATION	Other	Yes	Yes	No	12/15/2023	19,131.10
USAP	P40615	105328	833561	833561	Check	1	9998	HIRTE, DIANA	Ind/Sole Proprietor	Yes	Yes	No	12/15/2023	475.00
USAP	P40615	105315	833562	833562	Check	1	9329	HOMETOWN ACE HARDWARE	S Corporation	Yes	No	No	12/15/2023	487.03
USAP	P40615	105234	833563	833563	Check	1	10420	HOPE ENGLISH-SPANISH INTERPRETE	Ind/Sole Proprietor	Yes	No	No	12/15/2023	5,406.00
USAP	P40615	105272	833564	833564	Check	1	1845	HORIZON COMMERCIAL POOL SUPPLY	S Corporation	Yes	Yes	No	12/15/2023	984.33
USAP	P40615	105292	833565	833565	Check	1	5254	HORIZON SOFTWARE INTERNATIONAL	C Corporation	Yes	Yes	No	12/15/2023	2,472.86
USAP	P40615	105289	833566	833566	Check	1	3584	INFOPRO LEGAL RESOURCES INC	C Corporation	Yes	Yes	No	12/15/2023	2,100.00
USAP	P40615	105306	833567	833567	Check	1	7721	INNOVATIVE OFFICE SOLUTIONS	LLC - Partnership	Yes	No	No	12/15/2023	5,765.12
USAP	P40615	105270	833568	833568	Check	1	1665	INTERMEDIATE SCHOOL DIST 917	Other	Yes	Yes	No	12/15/2023	3,250.30
USAP	P40615	105271	833569	833569	Check	1	1679	J.W. PEPPER & SON INC	S Corporation	Yes	Yes	No	12/15/2023	145.80
USAP	P40615	105255	833570	833570	Check	1	11573	JEFF DEHLER PUBLIC RELATIONS LLC	Ind/Sole Proprietor	Yes	No	No	12/15/2023	1,191.25
USAP	P40615	105288	833571	833571	Check	1	3562	JUNIOR LIBRARY GUILD	C Corporation	Yes	Yes	No	12/15/2023	2,391.26
USAP	P40615	105314	833572	833572	Check	1	9080	KAREN CASS FELLING, M.A., LP	Ind/Sole Proprietor	Yes	Yes	No	12/15/2023	1,200.00
USAP	P40615	105259	833573	833573	Check	1	11755	KJ BRANDING	S Corporation	Yes	Yes	No	12/15/2023	20,550.00
USAP	P40615	105300	833574	833574	Check	1	6786	KOEHLER & DRAMM	S Corporation	Yes	Yes	No	12/15/2023	437.43
USAP	P40615	105317	833575	833575	Check	1	9459	KONICA MINOLTA/LOFFLER	C Corporation	Yes	No	No	12/15/2023	2,054.00
USAP	P40615	105250	833576	833576	Check	1	11309	LESSONPIX, INC	S Corporation	Yes	No	No	12/15/2023	1,101.60
USAP	P40615	105249	833577	833577	Check	1	11287	LINDE GAS & EQUIPMENT INC	C Corporation	Yes	Yes	No	12/15/2023	724.47
USAP	P40615	105321	833578	833578	Check	1	9776	LOFFLER COMPANIES	S Corporation	Yes	Yes	No	12/15/2023	587.00

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USAP	P40615	105309	833579	Check	1	8342	M JUDGE ELECTRIC LLC	Ind/Sole Proprietor	Yes	Yes	No	12/15/2023	435.00
USAP	P40615	105273	833580	Check	1	1930	MCPHILLIPS BROS. ROOFING	C Corporation	Yes	Yes	No	12/15/2023	628.00
USAP	P40615	105274	833581	Check	1	1942	MENARDS	S Corporation	Yes	Yes	No	12/15/2023	259.02
USAP	P40615	105291	833582	Check	1	4191	METRO DINING CLUB	C Corporation	Yes	No	No	12/15/2023	9,520.00
USAP	P40615	105301	833583	Check	1	7290	MIDWEST FENCE & MFG.	C Corporation	Yes	Yes	No	12/15/2023	10,640.00
USAP	P40615	105251	833584	Check	1	11331	MIDWEST MACHINERY CO	S Corporation	Yes	Yes	No	12/15/2023	1,420.04
USAP	P40615	105276	833585	Check	1	1977	MINNESOTA COACHES INC	S Corporation	Yes	Yes	No	12/15/2023	83,717.60
USAP	P40615	105277	833586	Check	1	2229	MPLS PUBLIC SCHOOLS-SPEC DIST 1	Other	Yes	No	No	12/15/2023	3,418.12
USAP	P40615	105307	833587	Check	1	7883	NAC MECHANICAL & ELECTRICAL SERV	S Corporation	Yes	Yes	No	12/15/2023	424.00
USAP	P40615	105237	833588	Check	1	10721	NORTHFIELD SOLAR LLC	LLC - Partnership	Yes	No	No	12/15/2023	37,063.71
USAP	P40615	105262	833589	Check	1	11771	NOVA EDUCATION CONSULTANTS	Partnership	Yes	Yes	No	12/15/2023	4,251.60
USAP	P40615	105296	833590	Check	1	6426	PAPCO	C Corporation	Yes	Yes	No	12/15/2023	399.33
USAP	P40615	105257	833591	Check	1	11738	PARTNERED LLC	LLC - C Corp	Yes	Yes	No	12/15/2023	200.00
USAP	P40615	105244	833592	Check	1	11186	PERFORMANCE FOOD SERVICE	C Corporation	Yes	Yes	No	12/15/2023	9,706.77
USAP	P40615	105258	833593	Check	1	11740	PRAIRIE FARMS - WOODBOURNE, MN	C Corporation	Yes	Yes	No	12/15/2023	6,460.00
USAP	P40615	105320	833594	Check	1	9532	RATHER BEE CRAFTING	Ind/Sole Proprietor	Yes	No	No	12/15/2023	894.00
USAP	P40615	105278	833595	Check	1	2275	RENT & SAVE	S Corporation	Yes	Yes	No	12/15/2023	222.65
USAP	P40615	105310	833596	Check	1	8678	RICHEY ATHLETICS	S Corporation	Yes	Yes	No	12/15/2023	990.00
USAP	P40615	105308	833597	Check	1	7918	RIESTER REFRIGERATION	S Corporation	Yes	Yes	No	12/15/2023	180.00
USAP	P40615	105319	833598	Check	1	9521	RITEWAY BUSINESS FORMS	S Corporation	Yes	Yes	No	12/15/2023	105.00
USAP	P40615	105236	833599	Check	1	10576	RIVERSIDE INSIGHTS	LLC - Partnership	Yes	Yes	No	12/15/2023	111.10
USAP	P40615	105267	833600	Check	1	1480	RYAN & GORDYS GLASS INC	S Corporation	Yes	Yes	No	12/15/2023	3,461.45
USAP	P40615	105279	833601	Check	1	2314	RYAN MECHANICAL	S Corporation	Yes	Yes	No	12/15/2023	2,990.33
USAP	P40615	105318	833602	Check	1	9479	SAF-GARD SAFETY SHOE CO	S Corporation	Yes	No	No	12/15/2023	174.97
USAP	P40615	105260	833603	Check	1	11766	SCHOOL PERCEPTIONS LLC	LLC - Partnership	Yes	No	No	12/15/2023	3,707.50
USAP	P40615	105253	833604	Check	1	11539	SCOTT, EMILIE		Yes	Yes	No	12/15/2023	45.39
USAP	P40615	105246	833605	Check	1	11196	SHRED IT USA - C/O STERICYCLE INC.	C Corporation	Yes	Yes	No	12/15/2023	196.54
USAP	P40615	105242	833606	Check	1	10908	SPHERO INC	C Corporation	Yes	Yes	No	12/15/2023	4,846.76
USAP	P40615	105280	833607	Check	1	2476	STERNAU & ASSOCIATES	Ind/Sole Proprietor	Yes	Yes	No	12/15/2023	1,665.00
USAP	P40615	105293	833608	Check	1	5445	SUMMIT FIRE PROTECTION	C Corporation	Yes	Yes	No	12/15/2023	280.00
USAP	P40615	105269	833609	Check	1	1575	TESSIER-MORSE, HAILEN		Yes	No	No	12/15/2023	34.30
USAP	P40615	105252	833610	Check	1	11378	THE JOURNAL	Ind/Sole Proprietor	Yes	Yes	No	12/15/2023	4,291.44
USAP	P40615	105281	833611	Check	1	2544	THRUSH, LAURIE		Yes	Yes	No	12/15/2023	24.40
USAP	P40615	105303	833612	Check	1	7351	TOAY, GRETCHEN	Ind/Sole Proprietor	Yes	Yes	No	12/15/2023	200.00
USAP	P40615	105282	833613	Check	1	2559	TRIO SUPPLY	C Corporation	Yes	Yes	No	12/15/2023	1,478.79
USAP	P40615	105326	833614	Check	1	9916	TURNITIN LLC	LLC - Partnership	Yes	Yes	No	12/15/2023	7,761.00
USAP	P40615	105304	833615	Check	1	7490	UNIVERSITY LANGUAGE CTR INC	C Corporation	Yes	Yes	No	12/15/2023	6,005.52
USAP	P40615	105286	833616	Check	1	3277	UPPER LAKES FOODS, INC	S Corporation	Yes	Yes	No	12/15/2023	35,817.17
USAP	P40615	105245	833617	Check	1	11187	VISTAR	C Corporation	Yes	Yes	No	12/15/2023	2,420.14

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USAP	P40615	105238	833618	Check	1	10722	R4	WALCOTT SOLAR LLC	Yes	No	No	12/15/2023	17,337.19
USAP	P40615	105239	833619	Check	1	10723	R4	WARSAW SOLAR LLC	Yes	No	No	12/15/2023	15,092.31
USAP	P40615	105235	833620	Check	1	10452		WAYNE PETERSON ENTERPRISES	Yes	Yes	No	12/15/2023	1,365.00
USAP	P40615	105283	833621	Check	1	2645		WHISTLING WELL FARM	Yes	Yes	No	12/15/2023	840.00
USAP	P40615	105284	833622	Check	1	2658		WILLIAMS, MELISSA	Yes	Yes	No	12/15/2023	259.65
USAP	P40615	105256	833623	Check	1	11649		YOGA BY THERESA	Yes	Yes	No	12/15/2023	432.00
USAP	P40630	105361	833624	Check	1	1012		ACCLAIM SERVICES, INC	Yes	No	No	12/22/2023	458.00
USAP	P40630	105416	833625	Check	1	5098		ADVANCED SPORTSWEAR	Yes	No	No	12/22/2023	825.00
USAP	P40630	105384	833626	Check	1	11791		ANDERSON, ANNE	Yes	Yes	No	12/22/2023	87.75
USAP	P40630	105363	833627	Check	1	10641		BAYCOM INC	Yes	Yes	No	12/22/2023	4,166.00
USAP	P40630	105432	833628	Check	1	9953		BEHNKE, KERI	Yes	No	No	12/22/2023	31.44
USAP	P40630	105374	833629	Check	1	1156		BIX PRODUCE COMPANY LLC	Yes	Yes	No	12/22/2023	1,633.51
USAP	P40630	105400	833630	Check	1	1945		BONNEVILLE, THOMAS	Yes	Yes	No	12/22/2023	240.00
USAP	P40630	105401	833631	Check	1	1949		BRIGHTWORKS	Yes	No	No	12/22/2023	5,150.00
USAP	P40630	105385	833632	Check	1	1183		BURNSVILLE HIGH SCHOOL	Yes	No	No	12/22/2023	600.00
USAP	P40630	105418	833633	Check	1	6063		BUTLER, TEMIRA	Yes	No	No	12/22/2023	38.35
USAP	P40630	105423	833634	Check	1	7295		CENTURYLINK	Yes	No	No	12/22/2023	168.82
USAP	P40630	105424	833635	Check	1	7332		CENTURYLINK	Yes	No	No	12/22/2023	3,678.25
USAP	P40630	105375	833636	Check	1	11560		CESO HR, LLC	Yes	Yes	No	12/22/2023	3,135.00
USAP	P40630	105428	833637	Check	1	8581		CIRILLO, MOLLY	Yes	No	No	12/22/2023	151.96
USAP	P40630	105388	833638	Check	1	1257		COMPUTER INTEGRATION TECHNOLO	Yes	Yes	No	12/22/2023	14,320.00
USAP	P40630	105389	833639	Check	1	1286		CUB FOODS	Yes	No	No	12/22/2023	30.61
USAP	P40630	105412	833640	Check	1	3399	R1	DALCO	Yes	No	No	12/22/2023	1,369.97
USAP	P40630	105429	833641	Check	1	8840		DEFINITIVE TECHNOLOGY SOLUTIONS	Yes	Yes	No	12/22/2023	59.13
USAP	P40630	105378	833642	Check	1	11646		DLR GROUP INC.	Yes	Yes	No	12/22/2023	5,880.00
USAP	P40630	105390	833643	Check	1	1357		EAGLE BLUFF ENVRMNTL LRNG CTR	Yes	No	No	12/22/2023	12,451.00
USAP	P40630	105411	833644	Check	1	3392		ECONOMIC SERVICES, INC.	Yes	No	No	12/22/2023	33,108.80
USAP	P40630	105391	833645	Check	1	1373		ELSMOREAQUATIC	Yes	Yes	No	12/22/2023	160.00
USAP	P40630	105431	833646	Check	1	9830		EMI AUDIO	Yes	Yes	No	12/22/2023	252.12
USAP	P40630	105393	833647	Check	1	1482		GRAINGER, W.W..	Yes	Yes	No	12/22/2023	1,145.76
USAP	P40630	105394	833648	Check	1	1483		GRAPHIC DESIGN INC	Yes	Yes	No	12/22/2023	7,112.00
USAP	P40630	105409	833649	Check	1	3030		GROTH MUSIC	Yes	Yes	No	12/22/2023	163.99
USAP	P40630	105415	833650	Check	1	4980		HANSON, TRENT	Yes	No	No	12/22/2023	257.88
USAP	P40630	105362	833651	Check	1	10474		HARTMAN, EIMMY	Yes	Yes	No	12/22/2023	191.38
USAP	P40630	105395	833652	Check	1	1654		INDUSTRIAL APPRAISAL COMPANY	Yes	No	No	12/22/2023	645.00
USAP	P40630	105414	833653	Check	1	3584		INFOPRO LEGAL RESOURCES INC	Yes	Yes	No	12/22/2023	2,887.50
USAP	P40630	105425	833654	Check	1	7721	R3	INNOVATIVE OFFICE SOLUTIONS	Yes	No	No	12/22/2023	6,221.87
USAP	P40630	105396	833655	Check	1	1665		INTERMEDIATE SCHOOL DIST 917	Yes	No	No	12/22/2023	291,769.47
USAP	P40630	105397	833656	Check	1	1679	R1	J.W. PEPPER & SON INC	Yes	Yes	No	12/22/2023	185.50

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USAP	P40630	105369	833657	Check	1	11287	LINDE GAS & EQUIPMENT INC	C Corporation	Yes	No	No	12/22/2023	359.27
USAP	P40630	105387	833658	Check	1	11852	LITTLE FALLS HIGH SCHOOL	Other	Yes	No	No	12/22/2023	75.00
USAP	P40630	105372	833659	Check	1	11391	LOEFFLER CONSTRUCTION & CONSUI	LLC - S Corp	Yes	No	No	12/22/2023	3,780.00
USAP	P40630	105430	833660	Check	1	9776	LOFFLER COMPANIES	S Corporation	Yes	No	No	12/22/2023	1,425.00
USAP	P40630	105377	833661	Check	1	11589	LVC COMPANIES INC	S Corporation	Yes	Yes	No	12/22/2023	145.00
USAP	P40630	105398	833662	Check	1	1876	MALLOY, MONTAGUE, KARNOWSKI,	C Corporation	Yes	Yes	No	12/22/2023	1,985.00
USAP	P40630	105399	833663	Check	1	1942	MENARDS	S Corporation	Yes	Yes	No	12/22/2023	70.93
USAP	P40630	105422	833664	Check	1	6981	MINNESOTA FFA	Other	Yes	No	No	12/22/2023	143.00
USAP	P40630	105426	833665	Check	1	7883	NAC MECHANICAL & ELECTRICAL SERV	S Corporation	Yes	Yes	No	12/22/2023	906.92
USAP	P40630	105402	833666	Check	1	2054	NARDINI FIRE EQUIPMENT	LLC - Partnership	Yes	Yes	No	12/22/2023	468.00
USAP	P40630	105383	833667	Check	1	11771	NOVA EDUCATION CONSULTANTS	Partnership	Yes	Yes	No	12/22/2023	5,518.80
USAP	P40630	105419	833668	Check	1	6426	PAPCO	C Corporation	Yes	Yes	No	12/22/2023	526.00
USAP	P40630	105368	833669	Check	1	11262	PARAGON VISUAL LLC	S Corporation	Yes	No	No	12/22/2023	192.09
USAP	P40630	105366	833670	Check	1	11186	PERFORMANCE FOOD SERVICE	C Corporation	Yes	Yes	No	12/22/2023	1,643.88
USAP	P40630	105427	833671	Check	1	8152	PITNEY BOWES	C Corporation	Yes	No	No	12/22/2023	348.58
USAP	P40630	105403	833672	Check	1	2219	POSTMASTER	Other	Yes	No	No	12/22/2023	2,633.02
USAP	P40630	105381	833673	Check	1	11740	PRAIRIE FARMS - WOODBOURRY, MN	C Corporation	Yes	Yes	No	12/22/2023	5,369.46
USAP	P40630	105380	833674	Check	1	11719	RANDY OR JENNA DAHL	C Corporation	Yes	Yes	No	12/22/2023	103.90
USAP	P40630	105379	833675	Check	1	11718	REBECCA SCHARPEN	C Corporation	Yes	No	No	12/22/2023	12.00
USAP	P40630	105376	833676	Check	1	11587	SAFEWAY DRIVING SCHOOL	C Corporation	Yes	Yes	No	12/22/2023	5,040.00
USAP	P40630	105408	833677	Check	1	2850	SCHOOL SPECIALTY	C Corporation	Yes	No	No	12/22/2023	187.36
USAP	P40630	105382	833678	Check	1	11745	SCHREIBER MULLANEY CONSTRUCTIC	S Corporation	Yes	No	No	12/22/2023	2,433.90
USAP	P40630	105413	833679	Check	1	3570	SNA	C Corporation	Yes	Yes	No	12/22/2023	20.00
USAP	P40630	105370	833680	Check	1	11365	SONOVA USA INC	C Corporation	Yes	No	No	12/22/2023	70.99
USAP	P40630	105421	833681	Check	1	6888	SOUTH ST PAUL HIGH SCHOOL	Other	Yes	No	No	12/22/2023	150.00
USAP	P40630	105392	833682	Check	1	1475	STRAUSS SKATES AND BICYCLES	S Corporation	Yes	Yes	No	12/22/2023	3,675.00
USAP	P40630	105417	833683	Check	1	5445	SUMMIT FIRE PROTECTION	C Corporation	Yes	Yes	No	12/22/2023	4,947.00
USAP	P40630	105365	833684	Check	1	10898	SYMMETRY ENERGY SOLUTIONS	LLC - Partnership	Yes	No	No	12/22/2023	8,967.36
USAP	P40630	105404	833685	Check	1	2522	TERRY'S HARDWARE	S Corporation	Yes	Yes	No	12/22/2023	517.36
USAP	P40630	105371	833686	Check	1	11378	THE JOURNAL	Ind/Sole Proprietor	Yes	No	No	12/22/2023	848.16
USAP	P40630	105405	833687	Check	1	2544	THRUSH, LAURIE	Ind/Sole Proprietor	Yes	No	No	12/22/2023	52.96
USAP	P40630	105406	833688	Check	1	2548	T-MOBILE	C Corporation	Yes	No	No	12/22/2023	146.52
USAP	P40630	105407	833689	Check	1	2559	TRIO SUPPLY	C Corporation	Yes	Yes	No	12/22/2023	2,004.90
USAP	P40630	105364	833690	Check	1	10648	TWIN CITIES DOTSAND POP LLC	Ind/Sole Proprietor	Yes	No	No	12/22/2023	1,032.00
USAP	P40630	105373	833691	Check	1	11525	TWO RIVERS HIGH SCHOOL	Other	Yes	No	No	12/22/2023	150.00
USAP	P40630	105410	833692	Check	1	3277	UPPER LAKES FOODS, INC	S Corporation	Yes	Yes	No	12/22/2023	24,014.64
USAP	P40630	105367	833693	Check	1	11187	VISTAR	C Corporation	Yes	No	No	12/22/2023	1,412.22
USAP	P40630	105386	833694	Check	1	11849	WILSON, AMANDA	C Corporation	Yes	No	No	12/22/2023	15.00

HASTINGS PUBLIC SCHOOLS

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void	Amount
										Yes	No	No	Date	
USAP	P40630	105420	833695	833695	Check	1 6727		ZEH TEK INC	S Corporation				12/22/2023	104.00
Bank Total:														\$1,161,884.54
Report Total:														\$1,161,932.76

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
USPR	p246p2	105156		Wire	1	1984	MINNESOTA DEPT. OF REVENUE	Other	No	Yes	No	12/06/2023	1,426.04
USPR	p246p2	105157		Wire	1	2705	EFTPS - TAX PAYMENT		No	Yes	No	12/06/2023	12,528.78
USPR	P246P1	105158		Wire	1	10929	EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	No	Yes	No	12/07/2023	69,602.67
USPR	P246P1	105159		Wire	1	1984	MINNESOTA DEPT. OF REVENUE	Other	No	Yes	No	12/07/2023	55,571.16
USPR	P246P1	105160		Wire	1	2016	MN TRA	Other	No	Yes	No	12/07/2023	176,768.18
USPR	P246P1	105161		Wire	1	2705	EFTPS - TAX PAYMENT		No	Yes	No	12/07/2023	335,928.16
USPR	P246P1	105162		Wire	1	3880	MIL LIFE	C Corporation	No	Yes	No	12/07/2023	0.00
USPR	P246P1	105163		Wire	1	7771	MINNESOTA PERA (WIRE TRANSFER)	Other	No	Yes	No	12/07/2023	58,827.21
USPR	P246P3	105336		Wire	1	10929	EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	No	Yes	No	12/21/2023	68,182.34
USPR	P246P3	105337		Wire	1	1984	MINNESOTA DEPT. OF REVENUE	Other	No	Yes	No	12/21/2023	52,209.41
USPR	P246P3	105338		Wire	1	2016	MN TRA	Other	No	Yes	No	12/21/2023	173,307.93
USPR	P246P3	105339		Wire	1	2705	EFTPS - TAX PAYMENT		No	Yes	No	12/21/2023	317,301.29
USPR	P246P3	105340		Wire	1	3880	MIL LIFE	C Corporation	No	Yes	No	12/21/2023	0.00
USPR	P246P3	105341		Wire	1	7771	MINNESOTA PERA (WIRE TRANSFER)	Other	No	Yes	No	12/21/2023	52,239.39
USPR	P246P4	105354		Wire	1	1984	MINNESOTA DEPT. OF REVENUE	Other	No	Yes	No	12/22/2023	143.26
USPR	P246P4	105355		Wire	1	2705	EFTPS - TAX PAYMENT		No	Yes	No	12/22/2023	489.53
USPR	P246P4	105356		Wire	1	3166	BREMER BANK FEES	Other	No	Yes	No	12/22/2023	223.30
USPR	P246P4	105357		Wire	1	7771	MINNESOTA PERA (WIRE TRANSFER)	Other	No	Yes	No	12/22/2023	98.00
USPR	P246P1	105167	105636	Check	1	8854	FELHABER LARSON	C Corporation	Yes	No	No	12/07/2023	100.00
USPR	P246P1	105166	105637	Check	1	8800	GLYNN, JOHN THOMAS		Yes	No	No	12/07/2023	246.91
USPR	P246P1	105164	105638	Check	1	1529	HASTINGS EDUCATION ASS'N. MN.		Yes	No	No	12/07/2023	17,056.39
USPR	P246P1	105165	105639	Check	1	1974	MINNESOTA CHILD SUPPORT PYMT C	Other	Yes	No	No	12/07/2023	10.00
USPR	P246P3	105349	105640	Check	1	5234	EDUCATION MINNESOTA	Other	Yes	No	No	12/21/2023	16.00
USPR	P246P3	105342	105641	Check	1	10975	EDUCATION MN HASTINGS ESP'S	Other	Yes	No	No	12/21/2023	1,666.67
USPR	P246P3	105352	105642	Check	1	8854	FELHABER LARSON	C Corporation	Yes	No	No	12/21/2023	100.00
USPR	P246P3	105345	105643	Check	1	1529	HASTINGS EDUCATION ASS'N. MN.		Yes	No	No	12/21/2023	17,056.39
USPR	P246P3	105351	105644	Check	1	7384	HIGH SCHOOL FACULTY SCHOLARSHI		Yes	No	No	12/21/2023	82.00
USPR	P246P3	105346	105645	Check	1	1974	MINNESOTA CHILD SUPPORT PYMT C	Other	Yes	No	No	12/21/2023	10.00
USPR	P246P3	105347	105646	Check	1	2002	MINNESOTA TEAMSTERS LOCAL-320	Other	Yes	No	No	12/21/2023	2,300.00
USPR	P246P3	105348	105647	Check	1	2010	NC'PERS GROUP LIFE INS -157410	C Corporation	Yes	No	No	12/21/2023	48.00
USPR	P246P3	105344	105648	Check	1	11853	RIVERVIEW LAW OFFICE, PLLC	S Corporation	Yes	No	No	12/21/2023	220.58
USPR	P246P3	105350	105649	Check	1	6780	SEIU LOCAL 284	Other	Yes	No	No	12/21/2023	1,684.49
USPR	P246P3	105343	105650	Check	1	11741	ST. CROIX VALLEY FOUNDATION	C Corporation	Yes	No	No	12/21/2023	80.00
USPR	P246p4	105358	105651	Check	1	11734	THE HARTFORD	C Corporation	Yes	No	No	12/22/2023	11,897.43

Bank Total: \$1,427,421.51

Report Total: \$1,427,421.51

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
USBP	P406B1	105151	1263	Check	1	10530	PETERSON COMPANIES INC	S Corporation	Yes	No	No	12/01/2023	8,603.19
USBP	P406B1	105152	1264	Check	1	11834	REINHARDT & SONS PAINTING INC	S Corporation	Yes	No	No	12/01/2023	6,880.00
USBP	P406B1	105154	1265	Check	1	4015	VRICO	C Corporation	Yes	No	No	12/01/2023	111,851.40
USBP	P406B1	105153	1266	Check	1	2663	WOLD ARCHITECTS AND ENGNRS INC	C Corporation	Yes	No	No	12/01/2023	672.21
USBP	P406B2	105332	1267	Check	1	7721	INNOVATIVE OFFICE SOLUTIONS	LLC - Partnership	Yes	No	No	12/19/2023	2,656.00
USBP	P406B2	105330	1268	Check	1	11656	MAERTENS-BRENNY CONSTRUCTION	S Corporation	Yes	No	No	12/19/2023	1,300.00
USBP	P406B2	105331	1269	Check	1	11723	SIGNATURE MECHANICAL/PALEN KIME	LLC - Partnership	Yes	No	No	12/19/2023	153,640.65
USBP	P406B2	105329	1270	Check	1	11378	THE JOURNAL	Ind/Sole Proprietor	Yes	No	No	12/19/2023	820.88
Bank Total:												\$286,424.33	
Report Total:												\$286,424.33	

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
ACTV	P05ASA	105137		Wire	1	11387	AMAZON CAPITAL SERVICES, INC	C Corporation	No	Yes	No	12/01/2023	11,134.87
ACTV	P05ASB	105168		Wire	1	9557	BMO HARRIS BANK NA	C Corporation	No	Yes	No	12/08/2023	2,409.11
ACTV	P06AS1	105139	38189	Check	1	3030	GROTH MUSIC	S Corporation	Yes	Yes	No	12/01/2023	63.90
ACTV	P06AS1	105138	38190	Check	1	2563	TROPHIES PLUS	Ind/Sole Proprietor	Yes	Yes	No	12/01/2023	15.00
ACTV	P06AS2	105170	38191	Check	1	11285	BORASH, TRACY		Yes	Yes	No	12/08/2023	378.50
ACTV	P06AS2	105169	38192	Check	1	10493	LAS TORTILLA MEXICAN RESTAURANT	C Corporation	Yes	Yes	No	12/08/2023	380.00
ACTV	P06AS2	105171	38193	Check	1	7997	TOTINO-GRACE HIGH SCHOOL	Other	Yes	Yes	No	12/08/2023	700.00
ACTV	P06AS3	105216	38194	Check	1	1977	MINNESOTA COACHES INC	S Corporation	Yes	Yes	No	12/12/2023	6,134.25
ACTV	P06AS4	105353	38195	Check	1	4596	MASC	Other	Yes	No	No	12/22/2023	65.00

Bank Total: \$21,280.63

Report Total: \$21,280.63

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
SCH	P4061P	105150	304484	Check	1	11312	SOUTH DAKOTA STATE UNIVERSITY	Other	Yes	No	No	12/01/2023	3,500.00
SCH	P4062P	105217	304485	Check	1	3445	CENTURY COLLEGE		Yes	No	No	12/12/2023	2,500.00
SCH	P4063P	105225	304486	Check	1	11851	ARIZONA STATE UNIVERSITY		Yes	No	No	12/15/2023	1,500.00
SCH	P4064P	105439	304487	Check	1	11598	ALEXANDRIA TECHNICAL & COMMUNIT	Other	Yes	No	No	12/22/2023	1,000.00
SCH	P4064P	105433	304488	Check	1	11306	DAKOTA COUNTY TECHNICAL COLLEGE	Other	Yes	No	No	12/22/2023	3,500.00
SCH	P4064P	105440	304489	Check	1	11854	MADISON AREA TECHNICAL COLLEGE		Yes	No	No	12/22/2023	2,000.00
SCH	P4064P	105434	304490	Check	1	11327	MINNESOTA STATE UNIVERSITY, MANK	Other	Yes	No	No	12/22/2023	1,000.00
SCH	P4064P	105435	304491	Check	1	11327	MINNESOTA STATE UNIVERSITY, MANK	Other	Yes	No	No	12/22/2023	1,000.00
SCH	P4064P	105436	304492	Check	1	11327	MINNESOTA STATE UNIVERSITY, MANK	Other	Yes	No	No	12/22/2023	2,500.00
SCH	P4064P	105438	304493	Check	1	11392	SOUTHWEST MN STATE UNIVERSITY	Other	Yes	No	No	12/22/2023	2,000.00
SCH	P4064P	105437	304494	Check	1	11364	UNIVERSITY OF MINNESOTA, DULUTH	Other	Yes	No	No	12/22/2023	2,500.00

Bank Total:

\$23,000.00

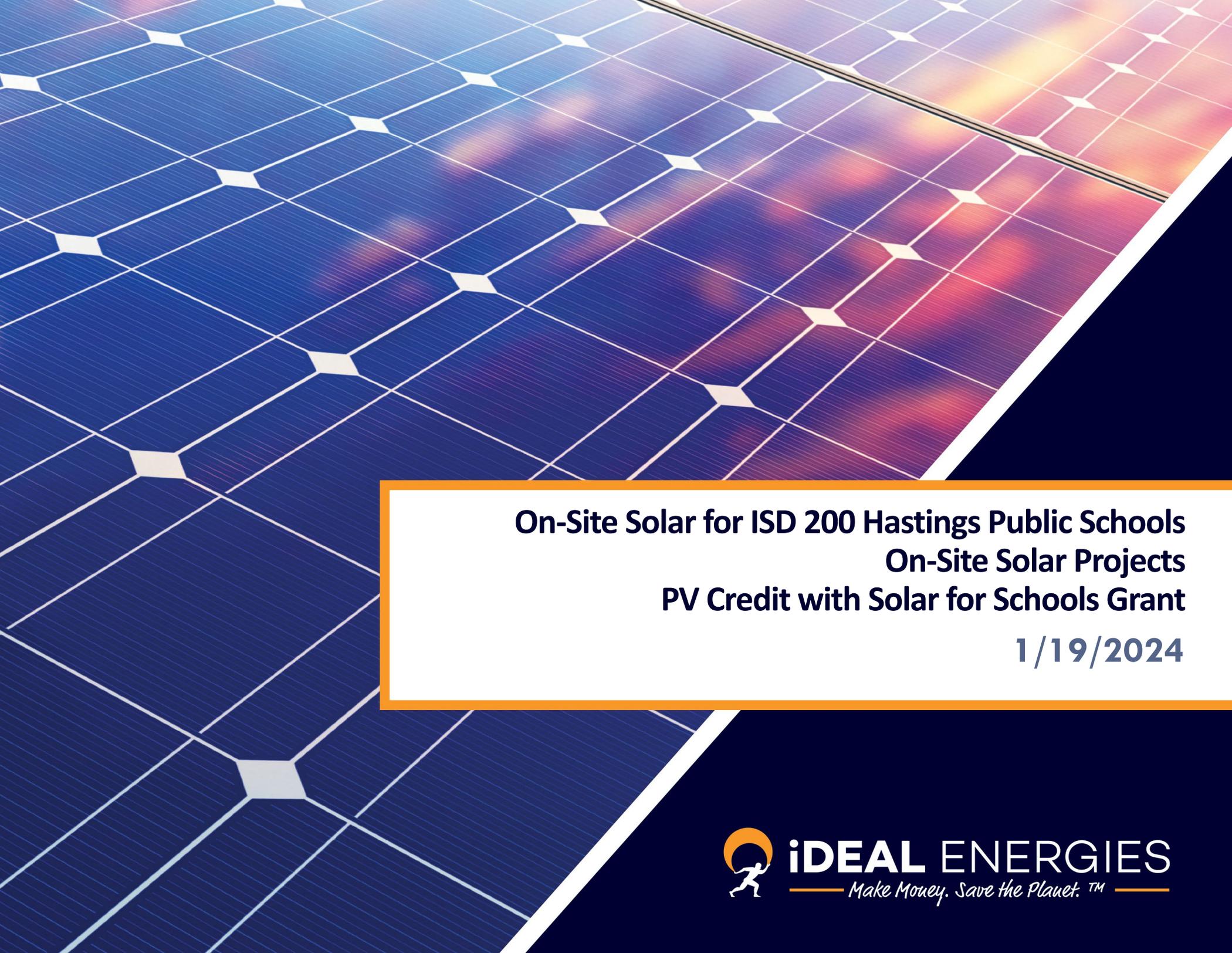
Report Total:

\$23,000.00

HASTINGS PUBLIC SCHOOLS
Dental Self-Funded Summary
Period Ending December 31, 2023

Sequence: Crs, Org, Fd

		24REV													
		Annual Budget		Period 202406		Year To Date		% YTD Encumbrances		% YTD + Enc		Remaining Balance			
		Description													
R	20 000 000 000 087 000	422	000	EE Unpaid Premiums	0.00	0.00	0.00	0%	0.00	0%	0.00	0.00			
R	20 000 000 000 092 000	422	000	Interest-Dental	(36,000.00)	(3,262.15)	(19,924.56)	55%	0.00	55%	(16,075.44)	0.00			
R	20 000 000 000 095 000	422	000	Employer Share/Premiums	(509,364.00)	(42,480.26)	(243,581.39)	48%	0.00	48%	(265,782.61)	0.00			
R	20 000 000 000 097 000	422	000	Employee Share/Premiums	(110,074.00)	(10,081.37)	(47,530.26)	43%	0.00	43%	(62,543.74)	0.00			
R	20 000 000 000 098 000	422	000	Retiree-Cobra Share/Premium	(104,819.00)	(8,798.69)	(58,973.49)	56%	0.00	56%	(45,845.51)	0.00			
E	20 005 105 000 301 000	422	000	Fees-Carrier & Consultant	35,957.00	3,168.00	18,513.00	51%	0.00	51%	17,444.00	0.00			
E	20 005 105 000 302 000	422	000	Claims-Dental	605,136.00	45,442.40	300,103.13	50%	0.00	50%	305,032.87	0.00			
000 Districtwide															
				Report Totals:											
					(119,164.00)	(16,012.07)	(51,393.57)	43%	0.00	43%	(67,770.43)	0.00			
					(119,164.00)	(16,012.07)	(51,393.57)	43%	0.00	43%	(67,770.43)	0.00			



**On-Site Solar for ISD 200 Hastings Public Schools
On-Site Solar Projects
PV Credit with Solar for Schools Grant**

1/19/2024

About iDEAL Energies

iDEAL Energies is the premier Minneapolis-based commercial solar energy developer with 600+ commercial systems currently in operation and 100+ projects under construction.

iDEAL has(is) installed ~200 solar arrays at 60+ MN School Districts

Ideal has(is) installed ~60 Solar Projects using the Solar for Schools Program

Our seamless vertical integration allows us to develop, design, install, finance, and operate turn-key solar energy systems across multiple sectors including commercial for-profit businesses, non-profits, cities, counties, schools, and non-profits.

iDEAL's affiliated companies provide development, financing, project management, construction, operation and maintenance.



KIMBALL
CUBS



NOMPENG ACADEMY
of Public Schools
"Engineering, Policy, Leadership, Business"



NMA
 NEW MILLENNIUM ACADEMY
STUDENT • TEACHER • LEADER • INNOVATOR



ISD 279
OSSEO AREA SCHOOLS
 UNITING COMMUNITIES OF EXCELLENCE



MINNEAPOLIS PUBLIC SCHOOLS
 Urban Education. Global Citizens.

BLAKE



EDEN PRAIRIE SCHOOLS



AURORA
 CHARTER SCHOOL



CRISTO REY
 JESUIT HIGH SCHOOLS



RICHFIELD PUBLIC SCHOOLS



one91
Future Ready. Community Strong.
survive • thrive • change



BLOOMINGTON PUBLIC SCHOOLS
We help students thrive and dreams come alive.

Tracy Area Public Schools



BYRON

LA CRESCENT-HOKAH PUBLIC SCHOOLS



Sample List of Our School Customers

Athlos Leadership Academy
Aurora Charter School
Blake Schools
Bloomington Public Schools
Brooklyn Center Public Schools
Byron Schools
Burnsville Schools
Central Public Schools
Children's Discovery Child Care & Learning Centers
Cleveland Public Schools
Columbia Heights Schools
Cristo Rey Jesuit High School
Eden Prairie Schools
Floodwood School District
Fridley School District
Hinckley Finlayson District
Kimball Schools
La Crescent Hokah Schools
Lakeview Public Schools
Lakeville Public Schools
Many Rivers Montessori
Maple Lake Schools
Minneapolis Public Schools
Noble Academy
New Millennium Academy Charter School
Orono Public Schools
Osseo Public Schools
Partnership Academy
Richfield Public Schools
Roseville Public Schools
Seven Hills Preparatory Academy
Summit Academy OIC
Tracy Area Public Schools
Urban Ventures Leadership Academy
White Bear Lake Schools

Existing Solar Opportunities for the District Xcel PV Credit Tariff (available since 2019)

- Compensation from Xcel for reducing their peak demand
- Xcel provides bill credit of **\$0.07113** per kWh of energy generated from solar array from the hours of 1:00 to 7:00 PM
- Updated during each rate case by PUC based upon predetermined & Xcel unit cost
- Renewable Energy Credits (REC's) belong to ISD 200

Achieving Additional Savings for ISD 200 by adding the a Solar for Schools Grant!!! (new as of 2024)

- 2024 legislation that provides financial incentives for schools to install solar arrays that are a maximum size of 1MW AC.
- SFS provides an upfront cash Grant ~\$675,000 available maximum for ISD 200; Limited Funding; First Come First Served
- Grant is now available with the PV Credit. The Grant is used to help pay for the project and achieve additional utility expense savings for ISD 200

Hastings High School Rooftop Array

462.2 kWDC

Maximum size that fits building
& the site's energy consumption Profile

SFS Grant Available for Project
\$~450,000



Annual Energy Expense Savings Summary – High School Rooftop Array PVCredit with SFS Grant

Year	Customer's Utility Savings and Rent Income		
	Utility Bill Savings	Rent Revenue	Total Annual Customer Revenue
Year 1	\$ 75,996	\$ 250	\$ 76,246
Year 2	\$ 77,083	\$ 250	\$ 77,333
Year 3	\$ 79,421	\$ 250	\$ 79,671
Year 4	\$ 81,831	\$ 250	\$ 82,081
Year 5	\$ 84,314	\$ 250	\$ 84,564

Year 20	\$ 132,016	\$ 250	\$ 132,266
Year 21	\$ 136,022	\$ -	\$ 136,022
Year 22	\$ 140,149	\$ -	\$ 140,149
Year 23	\$ 144,402	\$ -	\$ 144,402
Year 24	\$ 148,783	\$ -	\$ 148,783
Year 25	\$ 153,297	\$ -	\$ 153,297

Year 38	\$ 226,098	\$ -	\$ 226,098
Year 39	\$ 232,958	\$ -	\$ 232,958
Year 40	\$ 240,027	\$ -	\$ 240,027
TOTAL	\$ 5,686,168	\$ 5,000	\$ 5,691,168

Customer's Expenses		
Energy Payment to Ideal (subject to sales tax)	Insurance, Maintenance Expense & Utility Fees	Total Annual Expenses
\$ (15,959)	\$ (900)	\$ (16,859)
\$ (16,187)	\$ (918)	\$ (17,105)
\$ (16,679)	\$ (936)	\$ (17,615)
\$ (17,185)	\$ (955)	\$ (18,140)
\$ (17,706)	\$ (974)	\$ (18,680)

\$ (27,723)	\$ (1,311)	\$ (29,035)
\$ -	\$ (8,699)	\$ (8,699)
\$ -	\$ (8,984)	\$ (8,984)
\$ -	\$ (9,278)	\$ (9,278)
\$ -	\$ (9,582)	\$ (9,582)
\$ -	\$ (32,732)	\$ (32,732)

\$ -	\$ (15,085)	\$ (15,085)
\$ -	\$ (15,585)	\$ (15,585)
\$ -	\$ (16,102)	\$ (16,102)
\$ (423,875)	\$ (333,246)	\$ (757,122)

Annual Savings	
Total Annual Energy Expense Savings	Total Cumulative Annual Energy Expense Savings
\$ 59,387	\$ 59,387
\$ 60,227	\$ 119,614
\$ 62,057	\$ 181,670
\$ 63,942	\$ 245,612
\$ 65,884	\$ 311,496

\$ 103,232	\$ 1,559,135
\$ 127,322	\$ 1,686,457
\$ 131,165	\$ 1,817,622
\$ 135,124	\$ 1,952,746
\$ 139,201	\$ 2,091,947
\$ 120,566	\$ 2,212,513

\$ 211,013	\$ 4,492,749
\$ 217,373	\$ 4,710,122
\$ 223,925	\$ 4,934,047
\$ 4,934,047	

Cumulative energy expense savings of...
 ~\$1,559,135 during years 1-20 [lease term]
 ~\$2,997,086 during years 1-30 [panel warranty]
 ~\$4,934,047 during years 1-40 [system life]

Hastings Middle School Rooftop Array

219.84 kWDC

Maximum size that fits building
& the site's energy consumption Profile

SFS Grant Available for Project
~\$220,000



Annual Energy Expense Savings Summary – Middle School Rooftop Array PVCredit with SFS Grant

Year	Customer's Utility Savings and Rent Income		
	Utility Bill Savings	Rent Revenue	Total Annual Customer Revenue
Year 1	\$ 36,819	\$ 100	\$ 36,919
Year 2	\$ 37,346	\$ 100	\$ 37,446
Year 3	\$ 38,479	\$ 100	\$ 38,579
Year 4	\$ 39,646	\$ 100	\$ 39,746
Year 5	\$ 40,849	\$ 100	\$ 40,949

Year 20	\$ 63,960	\$ 100	\$ 64,060
Year 21	\$ 65,901	\$ -	\$ 65,901
Year 22	\$ 67,900	\$ -	\$ 67,900
Year 23	\$ 69,960	\$ -	\$ 69,960
Year 24	\$ 72,083	\$ -	\$ 72,083
Year 25	\$ 74,270	\$ -	\$ 74,270

Year 38	\$ 109,541	\$ -	\$ 109,541
Year 39	\$ 112,865	\$ -	\$ 112,865
Year 40	\$ 116,289	\$ -	\$ 116,289
TOTAL	\$ 2,754,864	\$ 2,000	\$ 2,756,864

Customer's Expenses		
Energy Payment to Ideal (subject to sales tax)	Insurance, Maintenance Expense & Utility Fees	Total Annual Expenses
\$ (7,732)	\$ (500)	\$ (8,232)
\$ (7,843)	\$ (510)	\$ (8,353)
\$ (8,081)	\$ (520)	\$ (8,601)
\$ (8,326)	\$ (531)	\$ (8,856)
\$ (8,578)	\$ (541)	\$ (9,120)

\$ (13,432)	\$ (728)	\$ (14,160)
\$ -	\$ (4,245)	\$ (4,245)
\$ -	\$ (4,382)	\$ (4,382)
\$ -	\$ (4,524)	\$ (4,524)
\$ -	\$ (4,671)	\$ (4,671)
\$ -	\$ (21,051)	\$ (21,051)

\$ -	\$ (7,325)	\$ (7,325)
\$ -	\$ (7,566)	\$ (7,566)
\$ -	\$ (7,815)	\$ (7,815)
\$ (205,363)	\$ (180,723)	\$ (386,085)

Annual Savings	
Total Annual Energy Expense Savings	Total Cumulative Annual Energy Expense Savings
\$ 28,687	\$ 28,687
\$ 29,093	\$ 57,780
\$ 29,978	\$ 87,758
\$ 30,890	\$ 118,648
\$ 31,830	\$ 150,478

\$ 49,900	\$ 751,662
\$ 61,656	\$ 813,317
\$ 63,518	\$ 876,835
\$ 65,436	\$ 942,271
\$ 67,412	\$ 1,009,683
\$ 53,219	\$ 1,062,903

\$ 102,216	\$ 2,157,006
\$ 105,299	\$ 2,262,304
\$ 108,474	\$ 2,370,779
\$ 2,370,779	

Cumulative energy expense savings of...
 ~\$751,662 during years 1-20 [lease term]
 ~\$1,442,884 during years 1-30 [panel warranty]
 ~\$2,370,799 during years 1-40 [system life]

Alternative Project

Hastings Kennedy Elem Ground mount Array

172.8 kWDC

SFS Grant Available for Project
~\$220,000



Annual Energy Expense Savings Summary – Kennedy Elementary Groundmount Array PVCredit with SFS Grant

Year	Customer's Utility Savings and Rent Income		
	Utility Bill Savings	Rent Revenue	Total Annual Customer Revenue
Year 1	\$ 32,130	\$ 100	\$ 32,230
Year 2	\$ 32,589	\$ 100	\$ 32,689
Year 3	\$ 33,578	\$ 100	\$ 33,678
Year 4	\$ 34,597	\$ 100	\$ 34,697
Year 5	\$ 35,647	\$ 100	\$ 35,747

Year 20	\$ 55,814	\$ 100	\$ 55,914
Year 21	\$ 57,507	\$ -	\$ 57,507
Year 22	\$ 59,252	\$ -	\$ 59,252
Year 23	\$ 61,050	\$ -	\$ 61,050
Year 24	\$ 62,903	\$ -	\$ 62,903
Year 25	\$ 64,811	\$ -	\$ 64,811

Year 38	\$ 95,590	\$ -	\$ 95,590
Year 39	\$ 98,491	\$ -	\$ 98,491
Year 40	\$ 101,479	\$ -	\$ 101,479
TOTAL	\$ 2,404,010	\$ 2,000	\$ 2,406,010

Customer's Expenses		
Energy Payment to Ideal (subject to sales tax)	Insurance, Maintenance Expense & Utility Fees	Total Annual Expenses
\$ (6,747)	\$ (500)	\$ (7,247)
\$ (6,844)	\$ (510)	\$ (7,354)
\$ (7,051)	\$ (520)	\$ (7,572)
\$ (7,265)	\$ (531)	\$ (7,796)
\$ (7,486)	\$ (541)	\$ (8,027)

\$ (11,721)	\$ (16,685)	\$ (28,406)
\$ -	\$ (3,489)	\$ (3,489)
\$ -	\$ (3,600)	\$ (3,600)
\$ -	\$ (3,714)	\$ (3,714)
\$ -	\$ (3,833)	\$ (3,833)
\$ -	\$ (3,955)	\$ (3,955)

\$ -	\$ (5,968)	\$ (5,968)
\$ -	\$ (6,161)	\$ (6,161)
\$ -	\$ (6,361)	\$ (6,361)
\$ (179,208)	\$ (157,628)	\$ (336,835)

Annual Savings	
Total Annual Energy Expense Savings	Total Cumulative Annual Energy Expense Savings
\$ 24,982	\$ 24,982
\$ 25,335	\$ 50,318
\$ 26,106	\$ 76,424
\$ 26,901	\$ 103,325
\$ 27,720	\$ 131,045

\$ 27,508	\$ 636,739
\$ 54,019	\$ 690,757
\$ 55,653	\$ 746,410
\$ 57,336	\$ 803,746
\$ 59,070	\$ 862,816
\$ 60,856	\$ 923,672

\$ 89,622	\$ 1,881,727
\$ 92,329	\$ 1,974,056
\$ 95,118	\$ 2,069,174
\$ 2,069,174	

Cumulative energy expense savings of...
 ~\$636,739 during years 1-20 [lease term]
 ~\$1,234,183 during years 1-30 [panel warranty]
 ~\$2,069,174 during years 1-40 [system life]

Annual Energy Expense Savings Summary – Multiple Schools

Option One

Maximizes \$675,000 Grant

Solar Array System Summary			
Site	Hastings High Roof	Hastings Middle Roof	System Sizing - All Projects
Solar Program	SFS & PVCredit	SFS & PVCredit	Total kW DC / kW AC
kW DC	462	220	682

Net Annual Cashflow			Net Annual Cashflow	
Year	Hastings High Roof	Hastings Middle Roof	Total	Cumulative
Year 1	\$59,387	\$28,687	\$88,074	\$88,074
Year 2	\$60,227	\$29,093	\$89,320	\$177,394
Year 3	\$62,057	\$29,978	\$92,035	\$269,429
Year 4	\$63,942	\$30,890	\$94,831	\$364,260
Year 5	\$65,884	\$31,830	\$97,714	\$461,974

Year 20	\$103,232	\$49,900	\$153,132	\$2,310,796
Year 21	\$127,322	\$61,656	\$188,978	\$2,499,774
Year 22	\$131,165	\$63,518	\$194,683	\$2,694,457
Year 23	\$135,124	\$65,436	\$200,560	\$2,895,017
Year 24	\$139,201	\$67,412	\$206,613	\$3,101,630
Year 25	\$120,566	\$53,219	\$173,785	\$3,275,415

Year 38	\$211,013	\$102,216	\$313,228	\$6,649,754
Year 39	\$217,373	\$105,299	\$322,672	\$6,972,426
Year 40	\$223,925	\$108,474	\$332,399	\$7,304,826
Total	\$4,934,047	\$2,370,779	\$7,304,826	

Option Two

Maximizes \$675,000 Grant

Solar Array System Summary			
Site	Hastings High Roof	Hastings Kennedy Ground	System Sizing - All Projects
Solar Program	SFS & PVCredit	SFS & PVCredit	Total kW DC / kW AC
kW DC	462	173	635

Net Annual Cashflow			Net Annual Cashflow	
Year	Hastings High Roof	Hastings Kennedy Ground	Total	Cumulative
Year 1	\$59,387	\$24,982	\$84,369	\$84,369
Year 2	\$60,227	\$25,335	\$85,563	\$169,932
Year 3	\$62,057	\$26,106	\$88,163	\$258,095
Year 4	\$63,942	\$26,901	\$90,842	\$348,937
Year 5	\$65,884	\$27,720	\$93,604	\$442,541

Year 20	\$103,232	\$27,508	\$130,739	\$2,195,873
Year 21	\$127,322	\$54,019	\$181,341	\$2,377,214
Year 22	\$131,165	\$55,653	\$186,818	\$2,564,032
Year 23	\$135,124	\$57,336	\$192,460	\$2,756,491
Year 24	\$139,201	\$59,070	\$198,271	\$2,954,763
Year 25	\$120,566	\$60,856	\$181,422	\$3,136,185

Year 38	\$211,013	\$89,622	\$300,635	\$6,374,476
Year 39	\$217,373	\$92,329	\$309,703	\$6,684,178
Year 40	\$223,925	\$95,118	\$319,043	\$7,003,221
Total	\$4,934,047	\$2,069,174	\$7,003,221	

Applying for a Solar for Schools Grant

- Ideal will apply for the Grant on behalf of the District
- Readiness Applications are open until February 7th, 2024
- Full Grant Applications until June 7th, 2024
- The SFS Requirements for Schools that participate in the SFS Program
 - An education curriculum
 - Live solar energy monitoring in available in a public place

Note: iDEAL currently provides an education curriculum & free web based solar array monitoring to all its School Customers

Ideal's Solar Curriculum for Students

iDEAL provides all its school customers a science-based Solar Energy Education Curriculum that engages students in the real work of STEM professionals to help develop their understanding of solar energy, STEM careers, teamwork, design, and real-world issues for years.

iDEAL's Education Curriculum is aligned with future Minnesota State Standards, Next Generation Science Standards, and 21st Century Learning Frameworks.

GOOD NEWS!

iDEAL's education team is ready to assist your District with implementing the Curriculum!

Current Power 85.79 kW	Energy today 976.98 kWh	Energy this month 37.86 MWh	Lifetime energy 155.67 MWh
----------------------------------	-----------------------------------	---------------------------------------	--------------------------------------

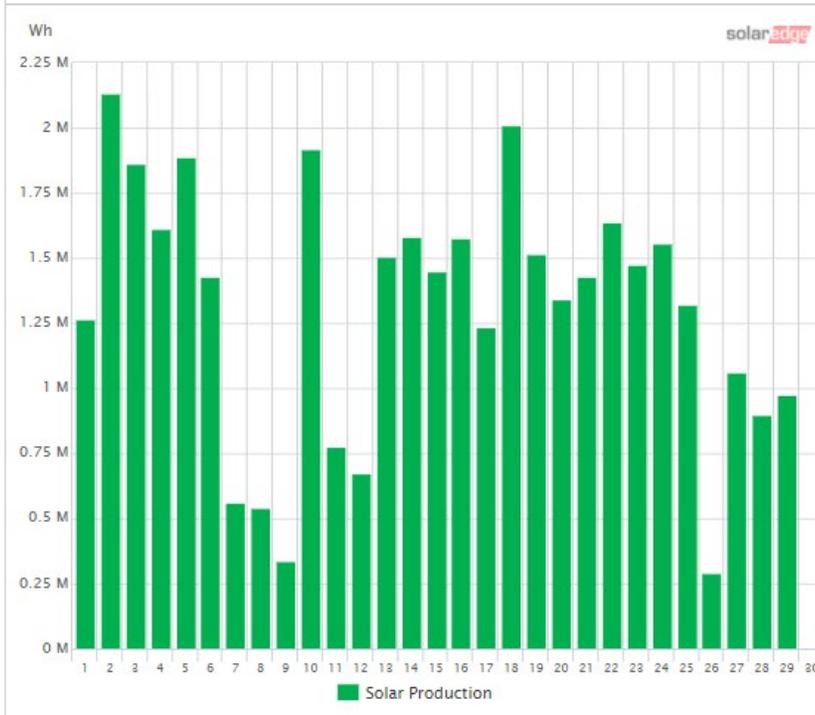


Power and Energy

Day Week **Month** Billing Cycle Year

09/01/2020 - 09/30/2020

System Production: **37.86 MWh**



Site Status	✔
ID	1576743
Name	
Address	
Installed	04/13/2020
Last Updated	09/29/2020 15:54
Peak Power	300 kWp

Cloudy
60 °F
Feels like 60 °F
Wind SSE, 7 MPH
Humidity 60 %
Sunrise at 07:10
Sunset at 18:57

Tuesday 61 - 48 °F Mostly Cloudy	Wednesday 57 - 45 °F 30% Chance of Rain	Thursday 48 - 36 °F Mostly Cloudy
---	--	--

Environmental Benefits

CO2 Emission Saved
241,041.77 lb

Equivalent Trees Planted
1,821.29

Monitor your solar array's performance and demonstrate your District's sustainability goals with web-based monitoring tools.

Utilize each school's real time web-based monitoring in the classroom as part of its solar curriculum.

GOOD NEWS!

Our monitoring solution already meets the requirements of the Solar for Schools program.

Ideal's Solar Program

1. District owns the arrays day 1 and at all times
2. No upfront cost
3. Ideal monetizes the Tax Credit for the District and applies it to help pay for the installation cost
4. The District's only financial obligation is to pay Ideal Energies for a 20-year term during which the School will realize significant electric expense savings
5. Free energy after year 20
6. iDEAL Energies monitors, operates and maintains the solar arrays for the District during 20-year term

Next Steps...

Approval to Proceed

Select School Locations for installing Solar to maximize the Grant

- Ideal will provide an updated presentation specifying savings for the District based on schools selected and the total amount of solar installed

Apply for the Grant

- Complete preliminary electrical and structural engineering for the solar arrays
- Apply for Grant

Solar Array Interconnection Approval

- Complete electrical and structural engineering for the solar arrays
- Apply for and receive interconnection approval from Xcel Energy

Solar Array Construction and Startup

- Construct and energize the solar arrays in fall, 2024
- Ideal maintains equipment in its inventory for the projects for 2024 start-up

**GET IN
TOUCH!**

© 2023 iDEAL ENERGIES
8318 Pillsbury Ave, Bloomington, MN
P 612.928.5008

iDEALenergies.COM



Supplemental information documenting assumptions in this presentation are available upon request

Make Money. Save the Planet.™

**Approval of District 200 Donations - Public
October-December 2023**

<u>Date</u>	<u>Building</u>	<u>Description</u>	<u>Amount</u>
10/02/23	High School	Wrestling Poster Sponsor	\$100.00
	High School	Wrestling Poster Sponsor	\$100.00
			<hr/> \$200.00
10/02/23	Pinecrest	Classroom Party	\$250.00
10/02/23	High School	Friends of the LeDuc Scholarship	\$1,000.00
10/03/23	Kennedy	Classroom Party	\$10.00
10/04/23	High School	Court #4 Scoreboard and Clock	\$3,448.38
10/05/23	McAuliffe	Classroom Party	\$70.00
10/06/23	High School	Athletic Department Championship Wall	\$1,529.57
10/06/23	High School	Donation for Equipment & Supplies	\$1,275.00
10/06/23	Pinecrest	Classroom Party	\$177.00
10/11/23	High School	Boys Hockey Gloves and Pucks	\$1,200.00
10/11/23	High School	Bahls Family Scholarship	\$4,000.00
10/13/23	Community Ed	SPARK	\$250.00
10/16/23	Pinecrest	Classroom Party	\$50.00
10/25/23	High School	FCA - Fields of Faith Snacks	\$100.00
	High School	FCA - Fields of Faith Snacks	\$100.00
	High School	FCA - Fields of Faith Snacks	\$100.00
	High School	FCA - Fields of Faith Snacks	\$35.00
	High School	FCA - Fields of Faith Snacks	\$20.00
			<hr/> \$355.00
10/25/23	High School	Horticulture Class Mini Grant	\$190.00
10/25/23	High School	Boys Football Pants	\$5,322.00
10/25/23	Pinecrest	Classroom Party	\$70.00
10/25/23	High School	Community Care Grants	\$8.00

10/26/23	High School	FCA - Fields of Faith Snacks	\$40.00
10/27/23	ALC	Change to Chill	\$500.00
10/27/23	High School	Athletics Participation Fees	\$1,900.00
10/27/23	High School	High School Faculty Scholarship	\$82.00
10/31/23	Community Ed	Youth Impact Council - Halloween Party	\$440.36
10/31/23	Kennedy	Classroom Party	\$20.00
11/02/23	High School	Football Assistant Coaches	\$18,224.80
11/02/23	High School	HHS Alumni Assoc. Scholarship	\$5,000.00
11/02/23	Middle School	Change to Chill	\$250.00
11/02/23	District Wide	Food Service Angel Fund Donation	\$100.00
11/03/23	McAuliffe	Classroom Party	\$10.00
11/06/23	High School	Wrestling Mat	\$5,855.00
11/07/23	High School	Joel Seleskie Family Scholarship	\$7,722.75
11/07/23	High School	Wrestling Poster Sponsor	\$100.00
	High School	Wrestling Poster Sponsor	\$100.00
			<hr/>
			\$200.00
11/08/23	High School	Mental Training Workshops for 2023 Season	\$237.00
11/09/23	High School	9B Officials & Tournament Entry Fees	\$354.00
11/10/23	High School	AVID Club - Strive for 5K	\$901.00
11/15/23	Middle School	Middle School Theater Program	\$1,689.00
11/17/23	High School	Boys Varsity Soccer Asst Coach	\$1,614.75
11/20/23	High School	Volleyball Varsity Asst Coach & Volleyball 9B Coach	\$8,228.32
11/21/23	District Wide	SHIP Grant	\$3,319.98

11/27/23	High School	High School Faculty Scholarship	\$82.00
11/27/23	Pinecrest	Pinecrest Donation	\$135.00
11/30/23	High School	Chase Passauer Memorial Scholarship	\$3,000.00
11/30/23	High School	HHS Boys Basketball Practice Jerseys	\$493.00
12/04/23	High School	Joel Seleskie Family Scholarship	\$7,500.00
12/05/23	High School	All-State/All American Wall	\$2,020.00
12/05/23	High School	Boys Varsity Soccer Asst Coach	\$1,614.75
12/06/23	High School	Band Camp - Lunch for the students	\$239.36
12/08/23	Kennedy	1st Gr Classroom supplemental supplies, field trips, on site experience	\$1,500.00
12/11/23	High School	Allina Health Nininger Scholarship	\$500.00
12/13/23	Pinecrest	Pinecrest Pride Bracelets	\$190.00
12/13/23	Kennedy	Carpenter Nature Center and Minnesota Zoo Trips	\$1,261.00
12/15/23	Pinecrest	Pinecrest Donation	\$30.00
12/15/23	Community Ed	Youth Impact Council Scholarship	\$250.00
12/20/23	High School	STAARS Community & Recreation Access	\$7,440.00
	High School	"Board" to Soar	\$667.00
	High School	Delta Tour/Career Input	\$500.00
	High School	Reading Books for Special Education	\$3,000.00
	Pinecrest	Local Published Author(Mary Bleckwehl) Visit	\$900.00
	High School	Crash Course Review in AP Chemistry	\$750.00
	HS & MS	It Takes a Village Project	\$7,575.00
	Middle School	HMS Orchestra to MN Orchestra Hall	\$1,437.50
	Pinecrest	STEM and Sensory-Based Learning	\$3,198.85
	High School	Neuroscience In The Classroom	\$1,620.00
	High School	Learning from Author Adib Khorram	\$3,120.00
	High School	Spanish Free Voluntary Reading Library	\$1,600.00

	High School	Raider Excellence	\$150.00
	High School	Multi Sensory Room	\$9,000.00
	High School	Making Learning "Flexible" for All!	\$11,000.00
	High School	Literature Circles: Reviving The Love Of Reading	\$2,000.00
	High School	Building And Advancing Life Skills	\$1,233.24
			<u>\$55,191.59</u>
12/21/23	High School	Community Care Grants	\$12.00
12/21/23	High School	Show Choir Cub Bagging and Vertical Raise Fundraisers	\$15,604.00
12/22/23	High School	High School Faculty Scholarship	\$82.00
12/29/23	Community Ed	Youth Enrichment 4Q	\$750.00
		Total Second Quarter Donations	<u>\$166,548.61</u>

In-Kind Donations - Values are approximate per information available

10/09/23	McAuliffe	Pie Pumpkins (60-80) for student use. Pumpkins were used for First Grade Science.	\$200.00
11/07/23	District Wide	2023 Election Judge	\$91.00
11/07/23	District Wide	2023 Election Judge	\$91.00

Donation Acceptance Resolution

I, _____, introduce the following resolution and move for its adoption:

WHEREAS, School Board Policy 706 establishes guidelines for the acceptance of gifts and donations to the District;

WHEREAS, Minnesota Statutes Section 465.03 states that the School Board may accept a gift, grant, or devise of real or personal property in accordance with the terms prescribed by the donor only by the adoption of a resolution approved by two-thirds of its members; and

WHEREAS, the referenced donations in the District 200 Donations Report from October 2023 to December 2023 have been generously donated.

_____ duly seconded the motion for the adoption of the foregoing resolution.

Voting in favor of the resolution:

Voting against:

THEREFORE, BE IT RESOLVED by the Hastings Public School District School Board to gratefully accept these gifts.

January 2024

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

February 2024

M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

March 2024

M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

April 2024

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

May 2024

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

June 2024

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

July 2024

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

August 2024

M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

September 2024

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

October 2024

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

November 2024

M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

December 2024

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

**2024
School Board
Calendar**



Key

- Board Organizational Meeting
- Work Session
- Regular Board Meeting - Wednesdays
- No Meetings Allowed
- Election Days

Dates at a Glance

- Jan. 3 School Board Organizational Meeting
- Jan. 10 Board Work Session
- Jan. 15 No Meetings Allowed
- Jan. 24 Regular School Board Meeting
- Feb. 13 Board Work Session
- Feb. 19 & 27 No Meetings Allowed
- Feb. 21 Regular School Board Meeting
- Mar. 5 & 12 No meetings 6:00 p.m. - 8:00 p.m.
- Mar. 7 Board Work Session
- Mar. 27 Regular School Board Meeting
- April 9 Board Work Session
- April 24 Regular School Board Meeting
- May 9 Board Work Session**
- May 22 Regular School Board Meeting
- May 27 No Meetings Allowed
- June 4 Board Work Session
- June 19 No Meetings Allowed
- June 26 Regular School Board Meeting
- July 4 No Meetings Allowed
- July 9 Board Work Session**
- July 31 Regular School Board Meeting**
- Aug. 6 Board Work Session
- Aug. 13 No meetings 6:00 p.m. - 8:00 p.m.
- Aug. 28 Regular School Board Meeting
- Sept. 2 No Meetings Allowed
- Sept. 10 Board Work Session
- Sept. 25 Regular School Board Meeting
- Oct. 8 Board Work Session
- Oct. 14 No Meetings Allowed
- Oct. 23 Regular School Board Meeting
- Nov. 5 No meetings 6:00 p.m. - 8:00 p.m.
- Nov. 7 Board Work Session**
- Nov. 11 No Meetings Allowed
- Nov. 20 Regular School Board Meeting
- Nov. 28 & 29 No Meetings Allowed
- Dec. 5 Board Work Session**
- Dec. 18 Regular School Board Meeting
- Dec. 25 No Meetings Allowed
- Jan. 6 Organizational Meeting**

Future Meetings

Date	Time	Description	Location
01.24.2024	6:00 PM	Regular Board Meeting	HMS Media Center
01.26.2024	8:00 AM - 9:00 AM	Facilities Committee Meeting	District Office Conf. Room A
01.26.2024	9:30 AM - 11:00 AM	Policy Committee Meeting	District Office Conf. Room A
01.29.2024	4:00 PM - 6:00 PM	Community Collaboration Meeting	District Office Conf. Room A
02.13.2024	6:00 PM	Regular Board Work Session	HMS Media Center
02.14.2024	4:00 PM - 6:00 PM	School Board Retreat	District Office Conf. Room A
02.16.2024	10:00 AM - 11:30 AM	Policy Committee Meeting	District Office Conf. Room A
02.21.2024	6:00 PM	Regular Board Meeting	HMS Media Center
02.22.2024	12:00 PM - 1:30 PM	Policy Committee Meeting	District Office Conf. Room A
03.07.2024	6:00 PM	Regular Board Work Session	HMS Media Center
03.27.2024	6:00 PM	Regular Board Meeting	HMS Media Center
04.09.2024	6:00 PM	Regular Board Work Session	HMS Media Center
04.24.2024	6:00 PM	Regular Board Meeting	HMS Media Center
05.07.2024	6:00 PM	Regular Board Work Session	HMS Media Center
05.22.2024	6:00 PM	Regular Board Meeting	HMS Media Center
06.04.2024	6:00 PM	Regular Board Work Session	HMS Media Center
06.26.2024	6:00 PM	Regular Board Meeting	HMS Media Center
07.09.2024	6:00 PM	Regular Board Work Session	HMS Media Center
07.24.2024	6:00 PM	Regular Board Meeting	HMS Media Center
08.06.2024	6:00 PM	Regular Board Work Session	HMS Media Center
08.28.2024	6:00 PM	Regular Board Meeting	HMS Media Center
09.10.2024	6:00 PM	Regular Board Work Session	HMS Media Center
09.25.2024	6:00 PM	Regular Board Meeting	HMS Media Center
10.08.2024	6:00 PM	Regular Board Work Session	HMS Media Center
10.23.2024	6:00 PM	Regular Board Meeting	HMS Media Center
11.12.2024	6:00 PM	Regular Board Work Session	HMS Media Center
11.20.2024	6:00 PM	Regular Board Meeting	HMS Media Center
12.03.2024	6:00 PM	Regular Board Work Session	HMS Media Center
12.18.2024	6:00 PM	Regular Board Meeting	HMS Media Center