Hastings Area Public Schools - ISD 200
School Board Meeting Agenda

Wednesday, July 31, 2024
Regular Meeting
Middle School Media Center

I. **Call Meeting to Order**
   a. Attendance
II. **Pledge of Allegiance**
III. **Motion to Approve the Agenda/Table File**
   a. Approval of the Minutes from the:
      - 06.26.24 Regular Board Meeting Minutes
      - 06.26.24 Closed Board Meeting Minutes
IV. **Recognition of Visitors**
V. **Raider Spotlight**
VI. **Public Comment Session**
VII. **Reports and Discussions**
   a. Superintendent Report
   b. All Things Athletic Presentation
   c. Superintendent Performance Evaluation Summary
   d. Building Construction Fund Project Update
   e. Legal: Data Request Update
   f. School Board Representatives/Committees
      i. ISD 917 School Board Representative Update
      ii. AMSD Update
      iii. Community Collaboration Committee Update
      iv. Facilities Committee Update
      v. Finance Committee Update
      vi. NAPAC Committee Update
      vii. Student School Board Committee Update
      viii. Policy Committee Update
   g. Policies
      i. First Readings
         - 615 Basic Standards Testing, Accommodations, Modifications, and Exemptions for IEP, Section 504 Accommodations, and LEP Students
      ii. Second Readings
         - 504 Student Dress and Appearance
         - 506 Student Discipline
         - 509 Enrollment of Nonresident Students
         - 511 Student Fundraising
         - 513 Student Promotion, Retention, and Program Design
         - 518 DNR-DNI Orders
         - 519 Interview of Students by Outside Agencies
         - 521 Student Disability Nondiscrimination
         - 722 Public Data Requests
         - 806 Crisis Management Policy
VIII. **Action Items**
   a. Consent Agenda
      i. Bills Payable

ii. Policies for Approval after Second Reading
- 504 Student Dress and Appearance
- 506 Student Discipline

iii. Policies for Approval after Third Reading
- 417 Chemical Use and Abuse
- 503 Student Attendance
- 505 Distribution of Non-School Sponsored Materials on School Premises by Students and Employees
-
- 507.5 School Resource Officer
- 508 Extended School Year for Certain Students with Individualized Education Programs

iv. Policies for Approval due to Legislative Changes
- 102 Equal Educational Opportunity
- 204 School Board Meeting Minutes
- 207 Public Hearings
- 413 Harassment and Violence
- 416 Drug and Alcohol Testing
- 418 Drug-Free Workplace/Drug-Free School
- 419 Tobacco Free Environment
- 515 Protection and Privacy of Pupil Records
- 516 Student Medication
- 532 Use of Peace Officers and Crisis Teams to Remove Students with IEPs From School Grounds
- 535 Service Animals in Schools
- 601 School District Curriculum and Instruction Goals
- 602 Organization of School Calendar and School Day
- 603 Curriculum Development
- 604 Instructional Curriculum
- 607 Organization of Grade Levels
- 609 Religion and Cultural Observances
- 613 Graduation Requirements
- 614 School District Testing Plan and Procedure
- 616 School District System Accountability
- 619 Staff Development for Standards
- 620 Credit for Learning
- 709 Student Transportation Safety Policy
- 802 Disposition of Obsolete Equipment and Materials

v. Sunset Policies
- 429 Conflict of Interest

vi. Membership Renewals:
- AMSD
- MSBA

vii. Approval of the 2024-2026 Food Service Employees Master Agreement

viii. Approval of the 2024-2026 Master Agreement with Community Education Paraprofessionals

ix. Proposed Adult Meal Prices for the 2024-2025 School Year

b. Items for Individual Action
i. 507 Corporal Punishment and Prone Restraint
ii. Personnel Report
iii. Donations

iv. District Vision Card Adjustment
v. Appoint Representative to Relicensure Board
vi. Wit & Wisdom Modifications
vii. International Trip Approval:
- Greece Pre-Trip
- France

IX. **Future Meetings**
X. **Adjournment**

Board of Education
Independent School District 200
Hastings, Minnesota

A Regular Meeting of the School Board of Independent School District No. 200, Hastings, Minnesota, was held on Wednesday, June 26, 2024, at the Hastings Middle School Media Center.

The meeting was called to order at 6:01 PM.

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

After the Pledge of Allegiance, a motion was made by Carrie Tate to remove Policy 503 from the agenda and send it back to the policy committee for further discussion. This motion was seconded by Mark Zuzek. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion to approve the agenda as modified was made by Mark Zuzek and seconded by Melissa Millner. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion to approve the minutes from the 05.22.24 Regular Board Meeting, and the 06.04.24 Special Meeting of the Hastings School Board was made by Jessica Dressely and seconded by Philip Biermaier. The vote was: 7 ayes, 0 nays, motion carried unanimously.

Chairperson Tate recognized the visitors in the room and those viewing remotely.

Superintendent Champa presented the Raider Spotlight.

The Public Comment Session was held with two people speaking.

Superintendent Champa provided the Board with the Superintendent report which included the Legislative Summary.

The Annual Wellness Report was presented by Mary Ellen Fox.

The Building and Construction Fund Project update was presented by Jen Seubert.

The Legal: Data Request update was presented by Cathy Moen.

The ISD 917 update was given by Mark Zuzek.

The AMSD update was given by Matt Bruns.

The Community Collaboration Committee update was given by Jenny Wiederholt-Pine, no meeting held since the last update.

The Facilities Committee update was given by Melissa Millner, no meeting held since the last update.

The Finance Committee update was given by Mark Zuzek.

The NAPAC update was given by Matt Bruns.

The Student School Board Committee update was given by Jessica Dressely, no meeting held since the last update.

Jessica Dressely provided the Board with an update from the Policy Committee which included the first readings of the following policies: 504, 506, 509, 511, 513, 518, 519, 521, 722, and 806. As well as a second reading of the following policies: 417, 505, 507, 507.5, and 508.

A motion to approve the Consent Agenda was made by Jessica Dressely and seconded by Philip Biermaier. The vote was: 7 ayes, 0 nays, motion carried unanimously.
The following items were approved under the consent agenda:

- Bills payable
- Fundraising report
- Policies for approval after third reading: 423, 430, 501, 502, 503.2PR, and 529
- Forms and Procedures for approval: 509.1PR, 509.2FRM, 521.1FRM, and 722.1FR
- Policies for approval: 429
- Custodian contract
- Chef's contract
- Unaffiliated group

A motion to approve the personnel report by roll call vote was made by Jessica Dressely and seconded by Mark Zuzek. A roll call vote was taken by Melissa Millner. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion to approve the 24-25 District Calendar with the change of November 1 to a staff development day was made by Matt Bruns and seconded by Melissa Millner. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion to approve the 24-25 Athletic Fees as proposed was made by Jessica Dressely and seconded by Jenny Wiederholt-Pine. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion to approve the 24-25 School Year Budget as presented was made by Mark Zuzek and seconded by Philip Biermaier. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion to approve the ISD 200 LTFM ten year application was made by Melissa Millner and seconded by Jessica Dressely. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion to approve Twig as the 5th grade Science Curriculum was made by Mark Zuzek and seconded by Jessica Dressely. The vote was: 7 ayes, 0 nays, motion carried unanimously.

A motion to approve the Census and waive the reading of the Resolution was made by Jessica Dressely and seconded by Mark Zuzek. A roll call vote was taken by Melissa Millner. The vote was: 7 ayes, 0 nays, motion carried unanimously.

Certification of Updated District Population Estimate

RESOLUTION

CERTIFYING THE POPULATION ESTIMATE FOR THE 2024 PAYABLE 2025 LEVY OF INDEPENDENT SCHOOL DISTRICT 200.

WHEREAS, the Independent School District #200 has experienced an increase in population from the 2020 census figure of 31,887 to the current census figure of 32,247, as determined by the State Demographer.

BE IT RESOLVED, by the School Board of Independent School District #200, that the census figure of 32,247 be certified to the State Demographer for approval of use in the 2024 payable 2025 revenue calculations.

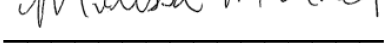
For the adoption of the foregoing resolution was duly seconded by Member Mark Zuzek, and upon vote being taken thereon, the following voted in favor thereof: Jessica Dressely, Melissa Millner, Jenny Wiederholt-Pine, Philip Biermaier, Matt Bruns, Mark Zuzek, and Carrie Tate.

And the following voted against: None

Whereupon said resolution was declared duly passed and adopted.

Date: July 26, 2024

BY ORDER OF THE SCHOOL BOARD


(Clerk Signature)

Melissa Millner (Clerk Name)

School Board Clerk

A motion to approve the move to Even Year Elections by extending current terms by One Year and waive the reading of the Resolution was made by Jessica Dressely and seconded by Philip Biermaier. A roll call vote was taken by Melissa Millner. The vote was: 5 ayes, 2 nays, motion carried. Mark Zuzek and Matt Bruns voted nay.

EXTRACT OF MINUTES OF MEETING
OF SCHOOL BOARD
OF INDEPENDENT SCHOOL DISTRICT NO. 200
(HASTINGS PUBLIC SCHOOLS)
STATE OF MINNESOTA
HELD: JUNE 26, 2024

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 200 (Hastings Public Schools), State of Minnesota, was held in the School District on June 26, 2024, at 6:00 o'clock p.m.
The following members were present: Jessica Dressely, Melissa Millner, Jenny Wiederholt-Pine, Philip Biermaier, Matt Bruns, Mark Zuzek, and Carrie Tate.
and the following were absent: None
Member Jessica Dressely introduced the following resolution and moved its adoption:
RESOLUTION PROVIDING THAT SCHOOL BOARD GENERAL ELECTIONS HELD AFTER 2024 SHALL BE HELD IN THE EVEN NUMBERED YEARS; ESTABLISHING AN ORDERLY TRANSITION PLAN

WHEREAS, Minnesota Statutes, Section 205A.04, subd. 1 provides that the general election in each school district must be held on the first Tuesday after the first Monday in November of either the odd-numbered or the even-numbered year; and
WHEREAS, the School Board previously determined that the School District should hold its general election in November of the odd-numbered year; and
WHEREAS, Minnesota Statutes, Section 205A.04, subd. 3 provides that a school board may, by resolution, change the year in which the school district general election will be held; and
WHEREAS, Minnesota Statutes, Section 205A.04, subd. 3 further provides that a plan for orderly transition to the new election year must be included in said resolution and, as part of the transition process, the terms of school board members may be lengthened or shortened by one year; and
WHEREAS, the School Board now believes that voter participation would be greater and election administration easier if School District general elections were held in conjunction with the State General Election in November of the even-numbered year.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 200 (Hasting Public Schools), State of Minnesota, as follows:
1. School Board general elections held after 2024 in Independent School District No. 200 (Hasting Public Schools) shall be held on the first Tuesday after the first Monday in November of the even-numbered year commencing in November 2026.
2. The terms of office of School Board members that would otherwise expire on the first Monday of January, 2026 if elections were held in the odd-numbered year (2025) shall be extended so as to expire on the first Monday in January, 2027, such that the general election for those offices shall be held in November 2026. The terms of office of School Board members that would otherwise expire on the first Monday of January, 2028 if elections were held in the odd-numbered year (2027) shall be extended to expire on the first Monday in January, 2029, such that the general election for those offices shall be held in November 2028.
3. The Clerk is authorized and directed to notify the county auditor of each county in

which the School District is located in whole or in part of its determination to hold its general election in November of the even-numbered year commencing in 2026 and each even-numbered year thereafter not later than four (4) weeks before the first day to file affidavits of candidacy for the general election.

The motion for the adoption of the foregoing resolution was duly seconded by Matt Bruns. On a roll call vote, the following voted in favor: Jenny Wiederholt-Pine, Jessica Dressely, Melissa Millner, Philip Biermaier, and Carrie Tate

and the following voted against: Mark Zuzek and Matt Bruns

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 200 (Hastings Public Schools), State of Minnesota, hereby certify that the attached and foregoing is a full, true and correct transcript of the minutes of a meeting of the School Board of said school district duly called and held on the date therein indicated, so far as such minutes relate to changing from odd-numbered year general elections to even-numbered year general elections, and that the resolution included therein is a full, true and correct copy of the original thereof.

WITNESS MY HAND officially as such Clerk this 26 day of June, 2024.

Melissa Millner

Clerk of the School Board

A motion to approve the MSHSL Resolution and waive the reading was made by Mark Zuzek and seconded by Jessica Dressely. A roll call vote was taken by Melissa Millner. The vote was: 7 ayes, 0 nays, motion carried unanimously.

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2024-2025 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form

This form must be completed once for each school in the district.
Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2024. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of_____ (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and to participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board or Entity hereby adopts the Constitution, Bylaws, Policies, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities and athletics. Further, the administration and responsibility for determining student eligibility and for the supervision of such activities and athletics are assigned to the official representatives identified by this Governing Board or Entity.

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

The above Resolution was adopted by the Governing Board or Entity of this school or district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives
At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives
At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee
Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

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_____
Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

_____
(Designated School Board Member – please print)

_____
(Designated School Representative – please print)

_____
Email Address

_____
Email Address

208.02 ACTIVITY REPRESENTATIVES

(Boys Sports – please print)

(Girls Sports – please print)

(Speech – please print)

(Music – please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

(Board Member—please print)

(Student—please print)

(Parent—please print)

(Faculty Member—please print)

(Mailing Representative—please print)
The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: Melissa Millner
(Clerk/Secretary - Local Governing Board)

Print Name:
(Superintendent or Head of School)

Signed: Melissa Millner
(Clerk/Secretary - Local Governing Board)

Signed:
(Superintendent or Head of School)

Date: 6/26/2024

Date:

A motion to approve the 2024 Final District Vision Card was made by Jessica Dressely and seconded by Melissa Millner. The vote was: 7 ayes, 0 nays, motion carried unanimously.

Future meetings were presented and discussed by Carrie Tate.

With no further business to discuss, a motion was made to adjourn the meeting by Jessica Dressely and seconded by Melissa Millner. The vote was: 7 ayes, 0 nays, motion carried unanimously.
The meeting was adjourned at 7:53 PM.

Board of Education
Independent School District 200
Hastings, Minnesota

A Closed Meeting of the School Board of Independent School District No. 200, Hastings, Minnesota, was held on Wednesday, June 26, 2024, at the District Office in Conference Room A.

The meeting was called to order at 8:02 PM.

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

The item before the board was to move to a closed session for the Superintendent Champa performance evaluation summary.

A motion to move to a closed session was made by Jessica Dressely and seconded by Philip Biermaier. Those voting in favor: Matt Bruns, Jenny Wiederholt-Pine, Jessica Dressely, Philip Biermaier, Melissa Millner, Mark Zuzek, and Carrie Tate. Motion carried unanimously.

The meeting was closed at 8:06 PM.

Meeting Closed

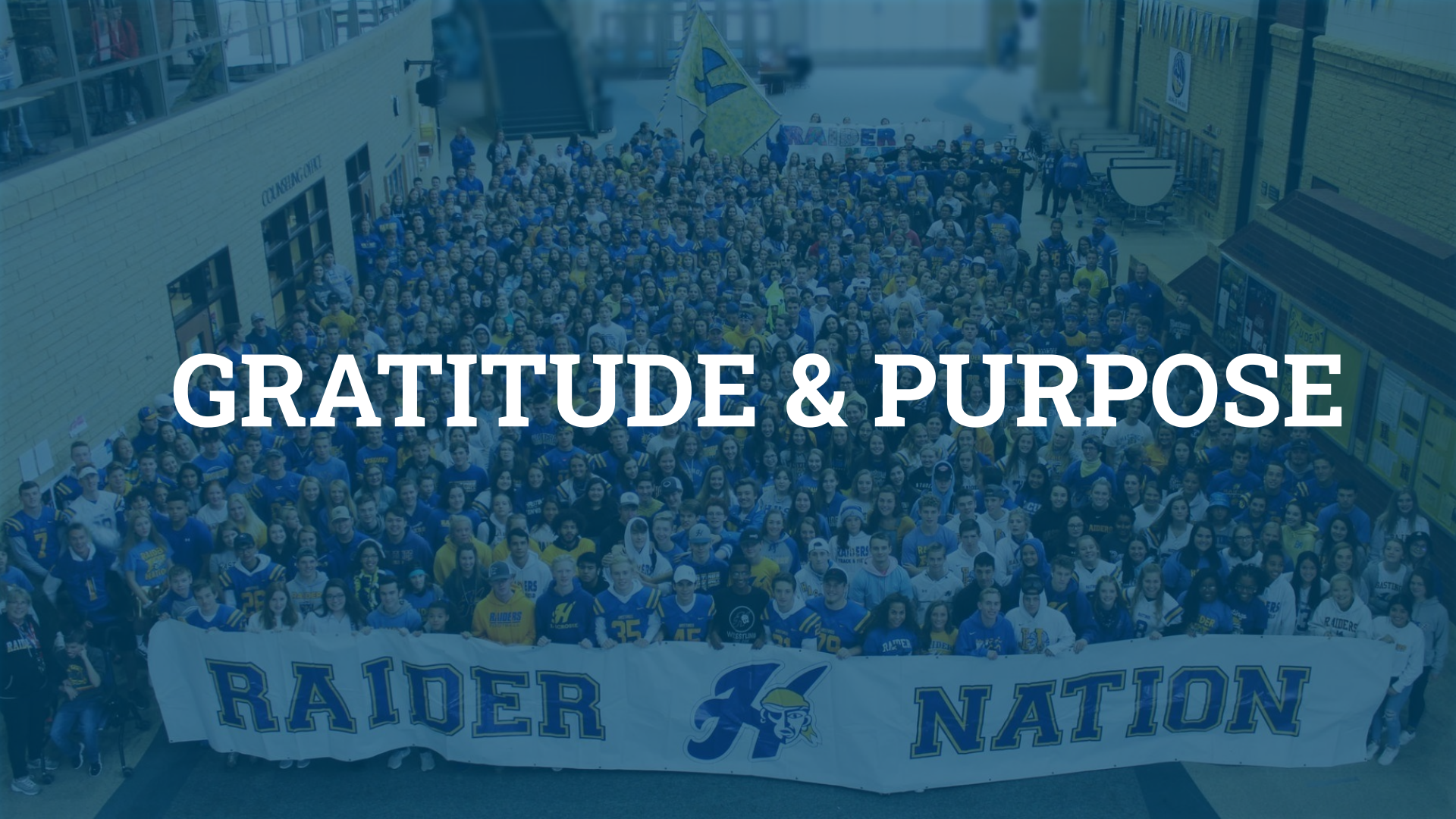
A motion to move to an open session was made by Melissa Millner and seconded by Jessica Dressely. Those voting in favor: Matt Bruns, Jenny Wiederholt-Pine, Philip Biermaier, Melissa Millner, Mark Zuzek, Jessica Dressely, and Carrie Tate. Motion carried unanimously.

With no further business Mark Zuzek made a motion to adjourn the meeting, seconded by Philip Biermaier. The vote was: 7 ayes, 0 nays, motion carried unanimously.
Meeting adjourned at 8:48 PM.



THE RAIDER WAY

ISD 200 School Board Session: July 2024



GRATITUDE & PURPOSE



SESSION AGENDA

1. Why We Exist
2. Definition of Success
3. Department Profile
4. How We Lead
5. Partnership, Promotion, Education
6. Trends & Vision

MAVERIC PHOTOGRAPHY



WHY WE EXIST




RAIDERS
HASTINGS
WRESTLING


RAIDERS
BAUER
BAUER


HASTINGS

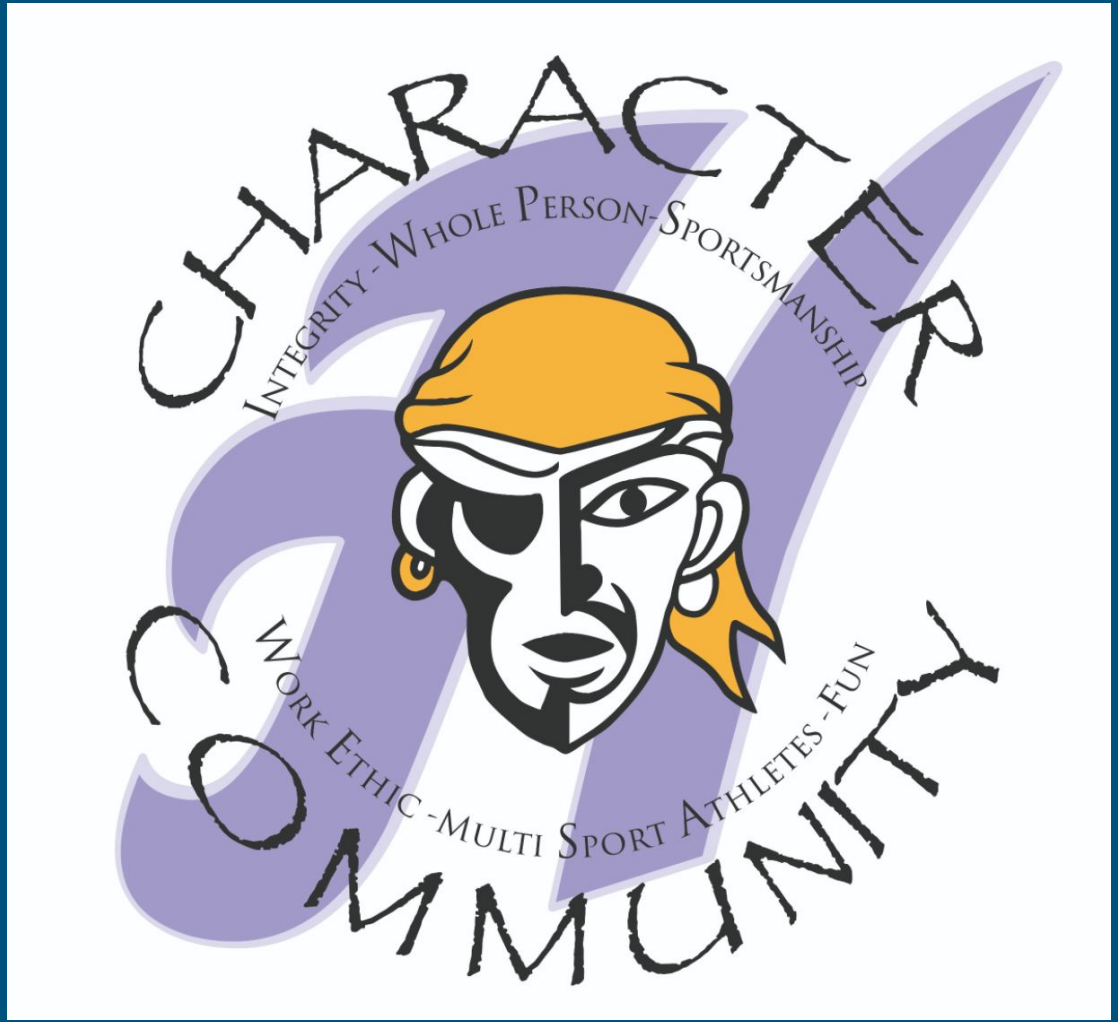

HASTINGS
14




McNAMARA STADIUM


MADELYN DICK
2021
19
SENIOR
HASTINGS
JAMIE KENNEDY
2021
21
SENIOR
HASTINGS
MCKENNA BENSON
2021
23
SENIOR
HASTINGS
ALEXIS MCCLINTOCK
SENIOR
2021
HASTINGS
RAIDERS
GIRLS HOCKEY
PLAYER
GOALS


PURPOSE


CHARACTER
INTEGRITY-WHOLE PERSON-SPORTSMANSHIP
WORK ETHIC-MULTI SPORT ATHLETES-FUN
COMMUNITY



PURPOSE

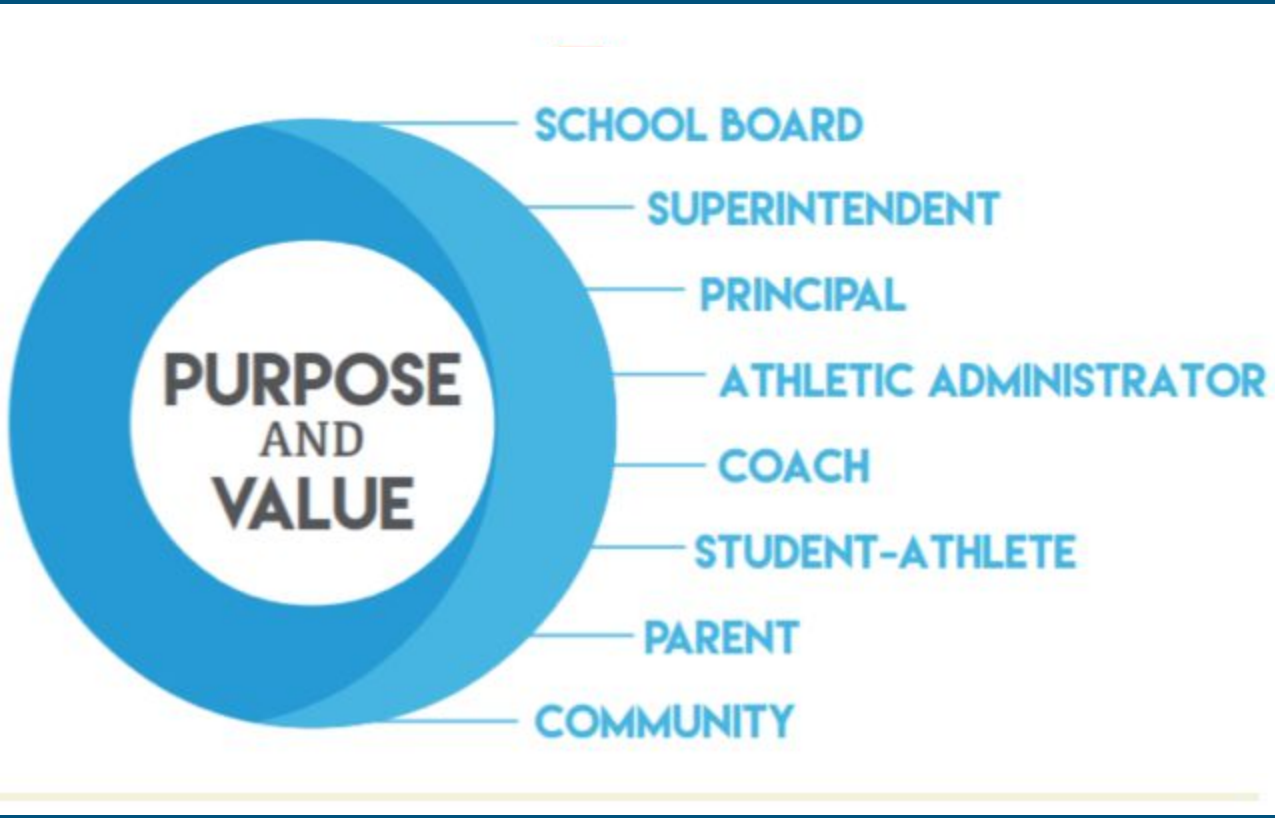
GOALS



DEFINITION OF SUCCESS

WE ARE SUCCESSFUL WHEN WE:

1. Develop lifelong relationships & Raiders skills
2. Grow towards performance goals & objectives
3. Contribute positively to the Hastings community


PURPOSE
AND
VALUE
SCHOOL BOARD
SUPERINTENDENT
PRINCIPAL
ATHLETIC ADMINISTRATOR
COACH
STUDENT-ATHLETE
PARENT
COMMUNITY

Youth &
Club Sports

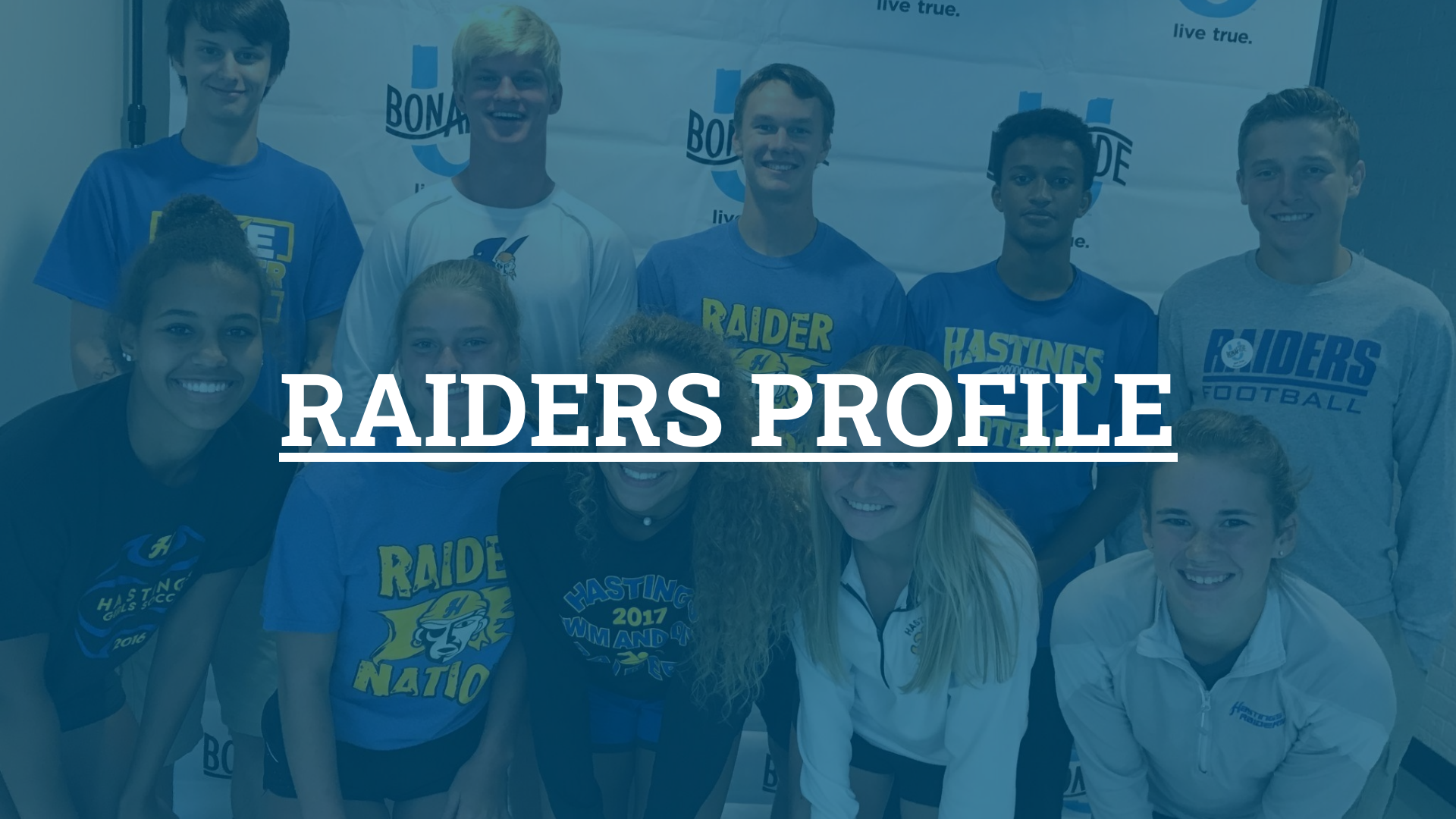
Educational
Athletics

College &
Professional
Sports

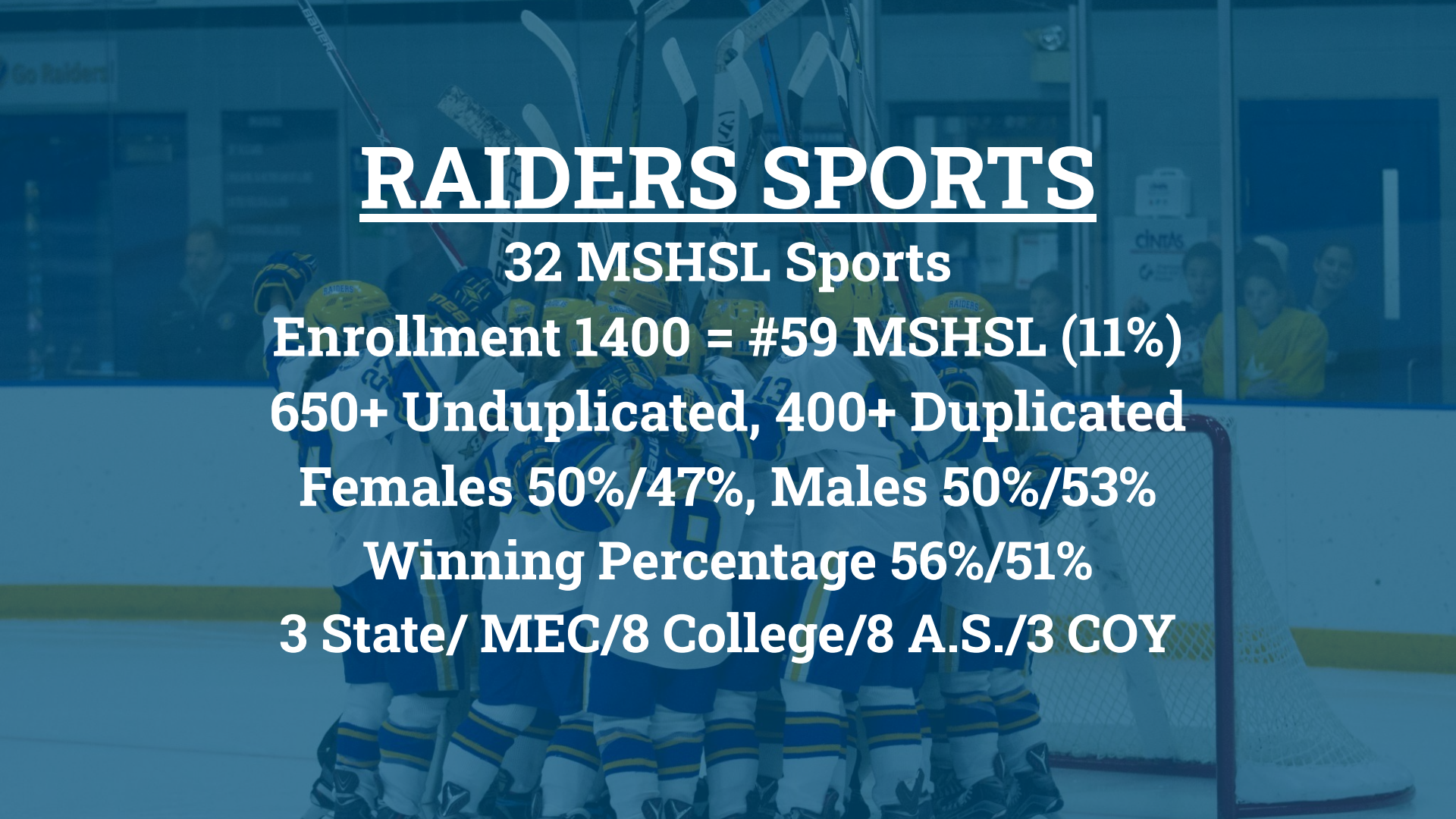



CRAZY TRAVEL.
CRAZY COSTS.
CRAZY STRESS.
HOW KID SPORTS TURNED PRO


1.
MAVERIC
PHOTOGRAPHY



RAIDERS PROFILE



RAIDERS SPORTS

32 MSHSL Sports

Enrollment 1400 = #59 MSHSL (11%)

650+ Unduplicated, 400+ Duplicated

Females 50%/47%, Males 50%/53%

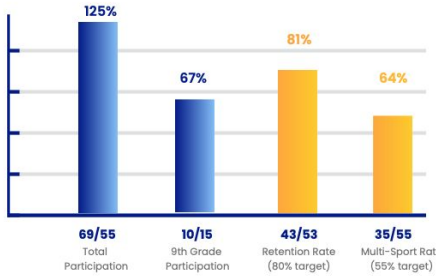
Winning Percentage 56%/51%

3 State/ MEC/8 College/8 A.S./3 COY

TRACK & FIELD SCORECARD 2023-24

PARTICIPATION

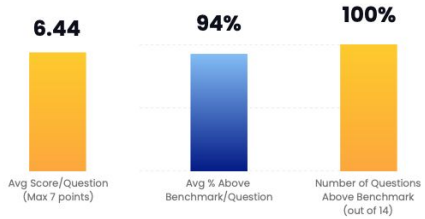
92
Component Score



STAKEHOLDER SURVEY

100
Component Score

Program Positivity Ratio 28:1



SCHOLASTICS

Average Cumulative (3.75 Benchmark) 3.60

96
Component Score

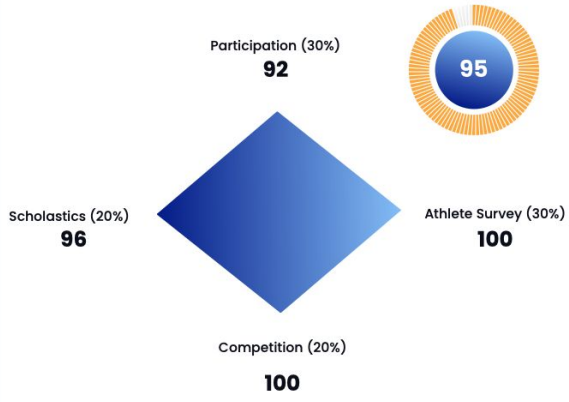
COMPETITION

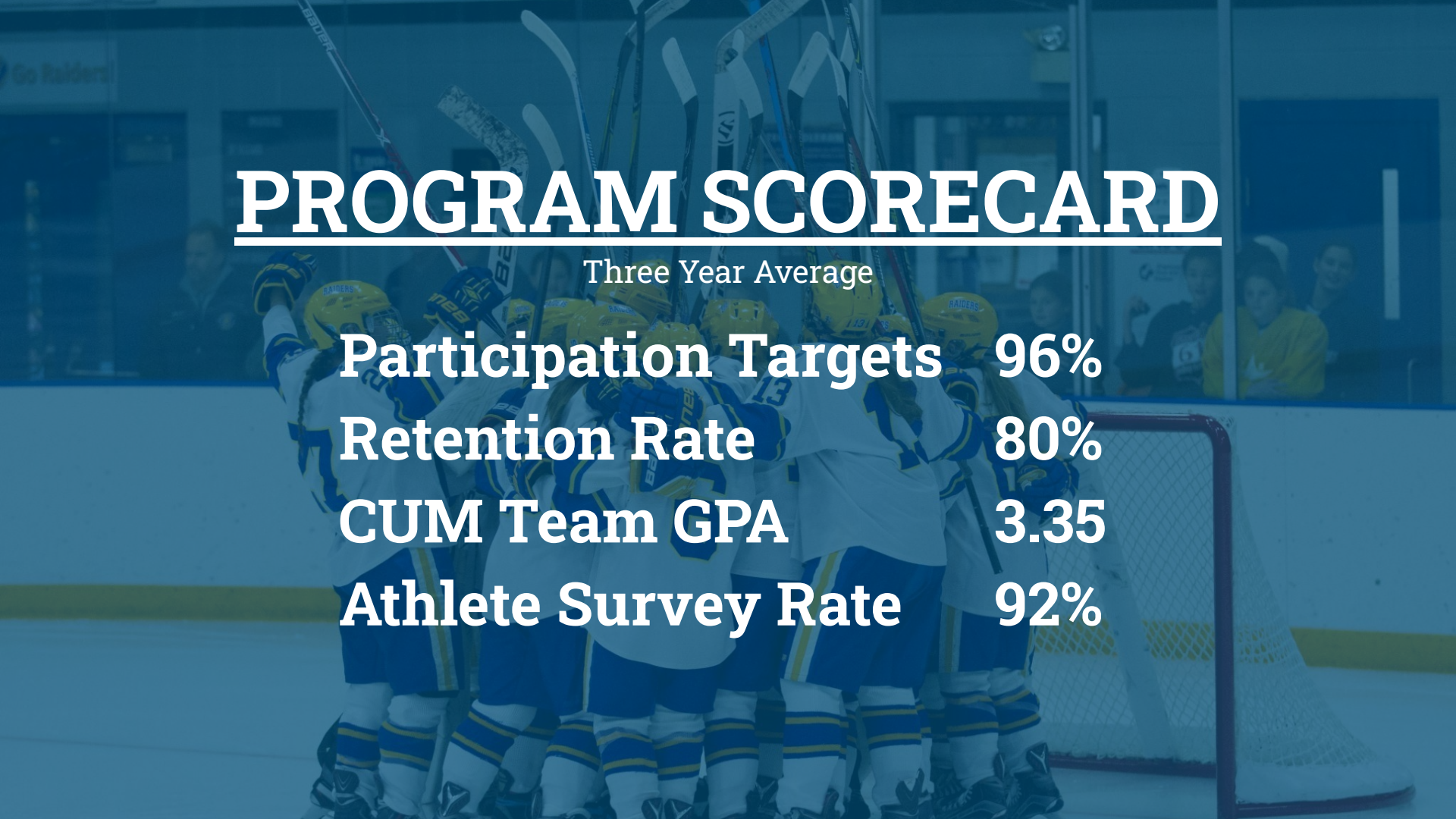
100
Component Score

Factor	Score
Teams Fielded	V/JV = 0.5/0.5
Beat Rival	Mahtomedi, Yes = 0.5/0.5
Growth	2nd MEC to 1st MEC = 0/2
Winning %	1st/8 MEC, 2nd/9 Sectcion: 15-1 overall (94%) = 3/3
Conference	1st/8 MEC = 1
Playoff Win	2nd/9 = 1
Bonus	Indiv. Section Champ .25, All-State/School Record .25 = .50
Total	**6.5/6 = 108**

OVERALL SCORE – "DISTINGUISHED"

95





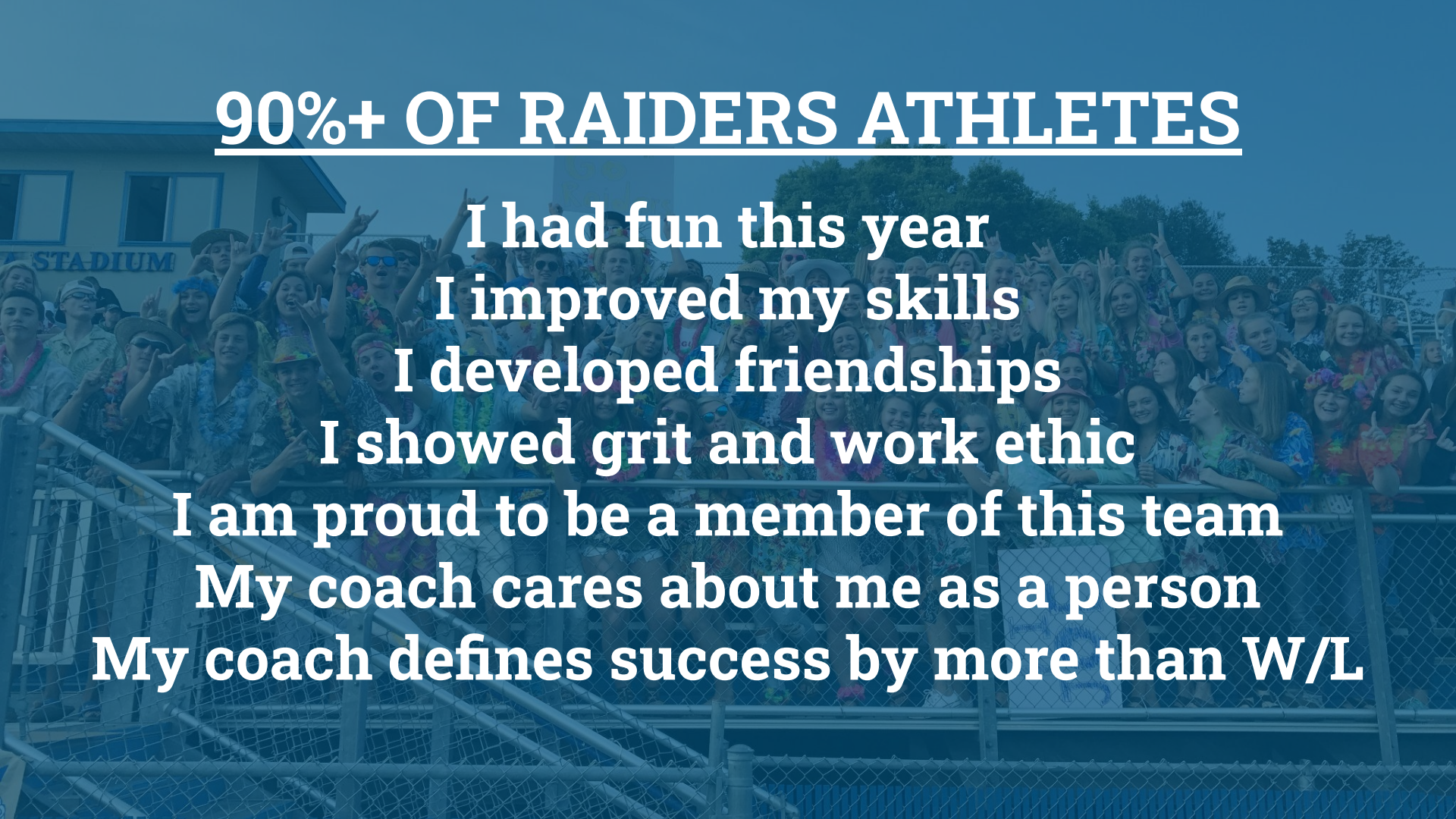
PROGRAM SCORECARD

Three Year Average

Participation Targets	96%
Retention Rate	80%
CUM Team GPA	3.35
Athlete Survey Rate	92%

ATHLETE SURVEY

2017-18	69%
2018-19	80%
2019-20	82%
2020-21	89%
2021-22	92%
2022-23	91%
2023-24	**93%**



90%+ OF RAIDERS ATHLETES

I had fun this year
I improved my skills
I developed friendships
I showed grit and work ethic
I am proud to be a member of this team
My coach cares about me as a person
My coach defines success by more than W/L



HOW WE LEAD

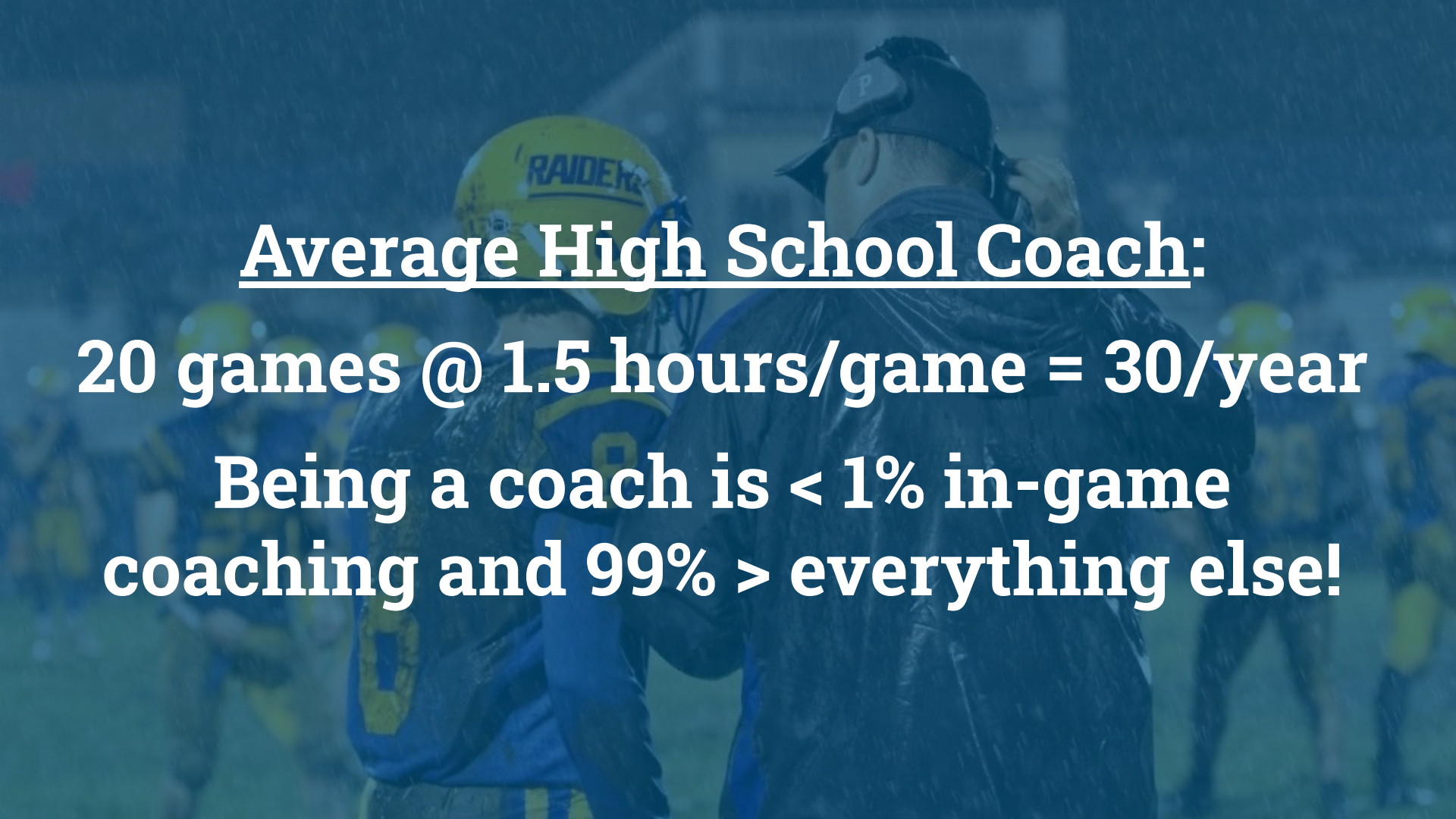
RAIDERNATION



I lead with integrity and grit to inspire service and create community.

Trent Hanson, A.D.


GET TO


Average High School Coach:
20 games @ 1.5 hours/game = 30/year
Being a coach is < 1% in-game coaching and 99% > everything else!

RAIDERS COACHES

120 coaching roles = 100 different people

17% 1-3 33% 4-9 25% 10-19 25% 20+

22 Head Coaches (50% < 5, 50% 6+)
60 District-Paid Assistants
35 Volunteer Assistants

83% played 2+ sports in high school
63% were collegiate athletes
52% are educators by licensure/role
42% Coach of the Year



RAIDERS COACHES

Most important reason you coach in Hastings

Give Back/Pay Forward

Community

Culture


RAIDERS COACHES
Greatest strength of HHS Athletics
Community
Leadership



Coaches Embrace, Grow, & Excel at:

Teaching
Mentorship
Player Development
Planning & Organization
Conflict Resolution
Community Relations
Staff Development



Professional Development

InsideOut Initiative & Anchors
MSHSL Certification & Continuing Education
Bi-Monthly Head Coach Breakfast Sessions
Annual All-Coach PD Session
Expert Partnerships
15 Book Studies Since 2016



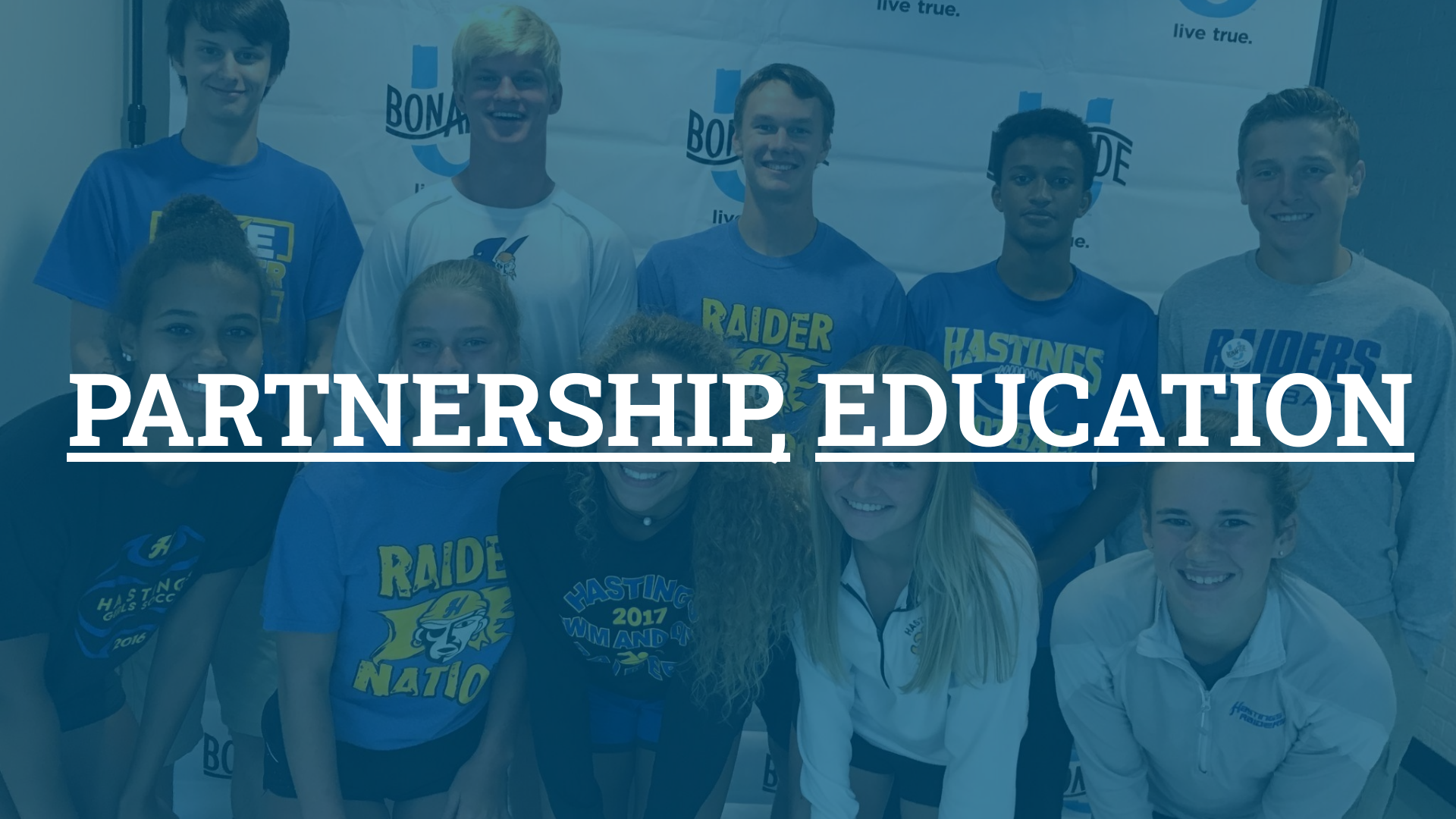
Student-Athlete Experiences

Community Service
Partner Teams
Character Lessons
Culminating Activity


Person > Sport
Process > Outcome


Hastings Girls Tennis
Hastings Girls Tennis
Hastings Girls Tennis





PARTNERSHIP, EDUCATION



PARENT HANDBOOK, VIDEO, TOWN HALL
WEBSITE, TWITTER/X
SEASONAL NEWSLETTER
HHS RECOGNITION WALLS
RAIDERS SPORTS AWARDS



TRENDS & VISION



Enrollment & Classification
Programs Offered
Commercialization of Sport
Personnel Turnover
Finances, Facilities



Thank you.
GO RAIDERS!

Performance Review for Superintendent Champa June 2024

The board is amazed at all of the positive changes Dr. Champa has made in her short time in our district. She is a fantastic leader and change agent.

Specific words/phrases used by board members to describe her include: rockstar, transparent, honest, ethical, holds others accountable to high expectations, clearly communicates, problem-solver, approachable, meticulous attention to details, high level of professionalism and support for staff, school pride, ferocious, calmness that keeps things controlled, always learning and seeking solutions, wants all to be involved, great self-awareness, and transformational leader.

Scale:
1 - Did Not Meet Expectations
2 - Partially Met Expectations
3 - Met Expectations
4 - Exceeded Expectations

Goal	**Score**
ENGAGED LEARNERS: Goal #1 The superintendent will guide and support a process to ensure that District programming and schedules meet the needs of our students at both the middle and high school. A directional* recommendation will be presented to the school board. (NOTE: The study at both buildings will include a task force and an action plan for identifying best practices, researching innovative designs, and determining a structure for success. Student voice will be an active component for the entire process.) *This was modified from "full" during the mid-year evaluation in December 2023.	3.7
ENGAGED LEARNERS: Goal #2 The superintendent will support the school board and administration to ensure that the entire scope of the READ Act is strategically implemented to provide evidence-based professional development and curriculum while maximizing financial resource opportunities.	4
EFFECTIVE OPERATIONS: Goal #1 The superintendent will develop and execute an intentional and strategic plan to connect and communicate with all stakeholders to inform, engage and support the decision-making process regarding the school district’s technology levy.	4
COMMUNICATION AND COLLABORATION: Goal #1 The superintendent will provide reliable and consistent communication to board, staff and community stakeholders.	4
COMMUNICATION AND COLLABORATION: Goal #2 The superintendent will work to provide a nationally-normed survey to establish baseline data for parent satisfaction, and student and staff experience.	4
Total Score	**3.9**

Building Construction Fund Projects as of 6/30/2024

	A	B	C	D	E	A-C-D-E	
Project	Project Budget	Vendor Bid Amount +/- Change Orders	Vendor Contract Expenses to Date	Wold/Loeffler Fees to Date	Other Expenses Less Rebates to Date	Remaining Funds	Status
High School Roof Replacement	4,645,800	2,944,318	2,944,318	294,530	11,568	1,395,384	Complete
High School & Pinecrest Chillers	1,182,000	753,551	753,551	74,842	(34,273)	387,879	Complete
Multi-Site Exterior Lighting	468,500	246,483	246,483	30,569	(26,321)	217,770	Complete
High School & McAuliffe Parking Lot	1,516,540	1,084,851	1,084,851	116,970	22,836	291,883	Complete
High School Track Resurfacing	360,000	286,864	286,864	23,219	3,323	46,593	Complete
High School BAS Replacement	1,951,100	606,642	606,642	123,429	28,570	1,192,459	Complete
Pinecrest Partial Roof Replacement	373,000	289,800	289,800	23,757	248	59,194	Complete
McNamara Stadium Improvements	3,370,000	2,688,639	2,688,639	216,215	286,531	178,615	Complete
Pinecrest Deferred Maintenance	968,000	602,279	602,279	62,183	248	303,290	Complete
Early Childhood Improvements (High School)	445,000	275,513	275,513	28,362	1,414	139,711	Complete
District Wide Camera Project	382,000	192,975	192,975	24,421	22,175	142,429	Complete
Tilden Deferred Maintenance & Roof	828,746	691,944	691,944	49,803	29,121	57,878	Complete
Board Room Renovations	93,359	-	-	-	63,193	30,166	Complete
High School Athletic Field Parking Lot	506,000	426,038	426,038	27,646	20,549	31,766	Complete
Pinecrest Exterior Emergency Lighting	10,000	-	-	-	4,780	5,220	Complete
High School Tennis Court Replacement	542,000	495,345	495,345	34,683	34,647	(22,674)	Complete
Kennedy & McAuliffe Partial Roof Replacement	533,200	405,900	405,900	33,978	3,154	90,168	Complete
High School Lecture Hall	140,000	-	-	-	139,530	470	Complete
Replace Middle School Softball & Baseball Backstops	160,000	-	-	-	84,647	75,353	Complete
Miscellaneous Deferred Maintenance Projects <$100,000	367,100	-	-	-	135,856	231,244	Complete
High School Baseball Drainage	200,000	-	-	-	61,770	138,230	Complete
Tilden Asbestos	18,400	-	-	-	-	18,400	Complete
Miscellaneous Deferred Maintenance Projects <$100,000	27,800	-	-	-	9,005	18,795	Complete
Middle School Improvements	23,814,024	22,189,111	22,189,111	1,385,892	251,768	(12,747)	Complete
High School Retaining Wall	50,000	-	-	339	47,500	2,161	Complete
Middle School Privacy Improvements	324,300	263,071	263,071	15,522	1,261	44,446	Complete
High School Parking Lot Improvement - Phase 3	324,760	138,208	138,208	6,340	7,100	173,112	Complete
High School Lighting (split from HS Deferred Maintenance)	119,939	128,822	128,822	2,555	(11,439)	0	Complete
District Office Renovations	278,000	164,723	164,723	19,169	98,904	(4,796)	Complete
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
Water Coolers (Tilden & Middle School)	182,000	142,500	142,500	11,559	198	27,743	Complete
HHS Privacy Improvements	1,013,063	876,007	876,007	127,025	6,880	3,150	Complete
Middle School Partial Roof Replacement	717,200	747,255	747,255	45,778	6,376	(82,210)	Complete
Gymnastics	50,000	-	-	-	21,913	28,087	Complete
Tilden Preschool Classroom	90,000	60,660	60,660	5,877	678	22,785	Complete
Door & Glass Improvements Phase I	67,262	31,450	31,450		35,812	(0)	Complete
Safety & Security Improvements-Phase I	33,245	33,245	33,245			-	Complete
Middle School Media Center	160,000	-	-	-	92,157	67,843	Complete
Replace High School Carpet (Phase I&II)	537,629	376,700	376,700	43,234	117,695	0	Complete
High School Fire Alarm/Alert System Replacement	410,000	362,552	362,552	27,735	135	19,579	Complete
District Wide Fire Alarm/Alert System Replacement	205,000	161,250	161,250	23,110	1,864	18,775	Complete
Kennedy Deferred Maintenance	662,576	599,554	599,554	19,106	6,951	36,965	Complete
Contingency	2,007,858	-	-	-	-	2,007,858	Contingency
Reallocations from/to projects	(9,817,122)	-	-	-	-	(9,817,122)	Reallocation
Interest Earnings		-	-	-	-	2,580,191	Interest Earnings
Subtotal	**43,297,541**	**40,810,874**	**40,806,874**	**3,100,370**	**1,799,441**	**171,047**	

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

	A	B	C	D	E	A-C-D-E	
Door & Glass Improvements (Middle School split w/LTFM)	432,738	359,278		33,445		399,293	In Process

Replace High School Carpet (Phase III)	74,471					74,471	In Process
Safety & Security Improvements	576,468	424,152	136,059	63,978	16,847	359,585	In Process
Interior Locks Allowance-Door Hardware Upgrades	420,000	353,853	225,179	33,699	2,026	159,096	In Process
High School Deferred Maintenance (Storefront/Shower Valves)	236,461	216,158	14,780	36,172	242	185,267	In Process
Grounds/Site Improvements	500,000	498,600	-	28,502	-	471,498	In Process
High School TuckPoint (split from HS Deferred Maintenance)	265,000	230,865		-	284	264,716	In Process
Subtotal	**2,505,138**	**2,082,906**	**376,018**	**195,796**	**19,399**	**1,913,926**	

Remaining funds from in process projects are <u>not</u> available for excess costs on other identied 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	-	-	-	9,100	85,900	In Design
Middle School Pod Redesign	235,000	-	-	-	-	235,000	In Design
Subtotal	**335,000**	**-**	**-**	**-**	**9,100**	**325,900**	

Remaining funds from in design projects are <u>not</u> available for excess costs on other identied projects or reallocation for new projects.

Other District Projects	A	B	C	D	E	A-B-E	
Technology Improvements	2,529,625	-	-	-	2,423,280	106,345	Not Completed
Radio Replacement	100,000	-	-	-	-	100,000	Not Completed
Flexible Learning Furniture	600,000	-	-	-	547,987	52,013	Not Completed
Subtotal	**3,229,625**	**-**	**-**	**-**	**2,971,267**	**258,358**	

Remaining funds from not completed projects are <u>not</u> available for excess costs on other identied projects or reallocation for new projects.

Total	**49,367,304**	**42,893,780**	**41,182,892**	**3,296,166**	**4,799,206**	**2,669,231**	

Complete and In Process (does not include contingency)	52,334,367
Project Total	49,367,304
%	106%

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
$ 17,000 High School Shower Valves
$235,000 Middle School Pod Redesign

Intermediate School District 917
Purposeful. Personalized. Partners.

1300 145th Street East, Rosemount, MN 55068
(651) 423-8229 * http://www.isd917.org

July 9, 2024
Board Notes

The ISD 917 School Board met for a Work Session and Regular Meeting on July 9, 2024. School Board information and resources are available on our website at https://www.isd917.org/about/school_board.

Work Session

- Integrity
  - Reviewed Capitalization procedures
  - Reviewed variance for Assistant Principal/Special Education Coordinator
  - Reviewed lunch prices for 2024-2025
  - Reviewed annual substitute pay rate
  - Reviewed Health and Safety Plans and Indoor Air Quality Management Plan for 2024-2025
  - Reviewed Education Support Professionals' Contract for 2024-2026
  - Reviewed Interpreters' Contract for 2024-2026
  - Reviewed 2023-2024 Superintendent End-of-Year Goals Update
  - Reviewed renewal of memberships for Brightworks, AMSD, AESA, MASA, and MSBA
  - Policies
    - Reviewed:
      - 208 - Development, Adoption, and Implementation of Policies
      - 464 - General Leave
  - Updates from Student Services
  - Updates from Member Districts

Regular Board Meeting

- Collaboration:
  - Reviewed and approved the agenda
- Communications:
  - Approved Consent Agenda:
    - Minutes from 6/11/24 Regular Board Meeting
    - Personnel:
      - New Hires:
        - Effective August 20, 2024
          - Kelly Anderson, Teacher
          - Amy Becker-Althoff, Teacher
          - Alison Blanchard, Teacher
          - Antanaya Ferguson, Teacher
          - Sofie Fitzsimmons, Speech Language Pathologist
          - Kevin Jenkins, School Counselor
          - Hawa Salad, Teacher
        - Effective August 28, 2024
          - Mariah Frazier, Classroom Assistant
          - Summer holmes, Classroom Assistant
          - Danielle Jacobsen, Classroom Assistant

            - Kati Kaufman, Classroom Assistant
            - Isabel Logan, Classroom Assistant
            - Abrecia Nasset, Classroom Assistant
            - Janelle Sikich, Classroom Assistant
    - Re-Hires:
        - Effective July 1, 2024
            - Adrienne Turzynski, Board Certified Behavior Analyst
        - Effective August 20, 2024
            - Ria Bullecer, Teacher
            - Josh Odell, Teacher
            - Rushel Rejuso, Teacher
            - Laura Running, Teacher
            - Rechel Tupas, Teacher
        - Effective August 21, 2024
            - Melissa Armbrust, Teacher
            - Abigail Elder, Teacher
            - Adam Ghormley, Teacher
            - Jamie Swanson, Teacher
            - Mallory Vaitkunas, Teacher
            - Kaitlyn Week, Teacher
        - Effective August 26, 2024
            - Lisa Mayer, Teacher
        - Effective August 28, 2024
            - Hannah Ansel, Sign Language Interpreter
    - Change in Status:
        - Effective July 1, 2024
            - Teri Welch, Accountant
            - Lauren Kelly, Director of Human Resources, corrected longevity for 2024-2025
            - Brooke Peterson, Director of Teaching and Learning, corrected longevity for 2024-2025
            - and Melissa Schaller, Director of Special Services, corrected longevity for 2024-2025
    - Resignations & Terminations:
        - Effective June 5, 2024
            - Claire Wells, Classroom Assistant
        - Effective June 7, 2024
            - Stephanie Soukup, Teacher
        - Effective August 1, 2024
            - Tremia Jack, Classroom Assistant
    - Retirements:
        - Effective August 1, 2024
            - Gretchen Toay, Sign Language Interpreter
- Stewardship:
    - Executive Director of Business Services Reports
        - Bills
        - Wire Transfers
        - Investment Reports
- Collaboration:
    - Approved variance for Assistant Principal/Special Education Coordinator
    - Approved lunch prices for 2024-2025

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- Approved annual substitute pay rate
- Approved Health and Safety Plans and Indoor Air Quality Management Plan for 2024-2025
- Approved Capitalization procedures
- Approved Education Support Professionals Contract for 2024-2026
- Approved Interpreters' Contract for 2024-2026
- Approved 2023-2024 Superintendent End-of-Year Goals Update

- Integrity
  - Approved Policies:
    - 208 - Development, Adoption, and Implementation of Policies
    - 464 - General Leave

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

Native American Parent Advisory Council: Summary of July 11, 2024 Meeting

I. District Updates

Interviews for the Native American Liaison positions are complete and a top candidate has been identified. Next Step: the position will be offered to the top candidate.

II. Committee Updates

- Election for NAPAC's vice-chair position will be held at the next council meeting;
- The council is Interested in setting up an informational booth at the HHS Open House event on Aug.2;
- In partnership with the Pleasant Hills Library & Dakota County Libraries, NAPAC is hosting a Native American author event on October 8, 2024, time TBD;
- Indigenous Peoples Day is October 14, 2024, discussions included;
  - Having Native American educational programming during the school day;
  - Possibly adding tribal flags at each school for permanent display;
  - Land Acknowledgements;
  - NAPAC is hosting a Family Fall Event in the evening at Pleasant Hills Library (details to come).

III. Upcoming Dates

- Next meeting:
  - August 1, 2024; 6pm at the Pleasant Hills Library

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: July 1, 2024 at 11:30am

July 1, 2024 Summary

Review Cycle Tracker

Committee Summary

- The committee reviewed 32 policies with legislative revisions. Of these, 25 policies are listed under Legislative Revisions and are included for transparency purposes. These revisions quote directly from new Minnesota laws or involve clerical updates that do not affect the substance of the policies. Consequently, the school board may adopt these revisions in a single meeting pursuant to ISD 200 Policy 208. If any board member wishes to discuss or address a specific policy, they can remove it from the consent agenda. The remaining 7 policies were already under review as part of the 3-year policy review cycle and will continue through the standard three-reading process.
- The committee has 1 policy that will be detailed during 1st readings
- Next Policy Committee Meeting: August 7, 2024 at 11am

Based on community input, I will detail the Legislative Revisions to policy 524:

Policy 524 Internet, Technology, and Cell Phone Acceptable Use and Safety Policy

- Revision: Updated Title & Legal References. no other changes are recommended.
- MSBA suggested changes to section XV that the committee is not recommending for the following reasons:
  - Policy 524 is up for full review based on our 3 year policy review cycle in September;
  - The board will be discussing a stand alone cell phone policy in order to comply with the requirements of Minnesota Statute 121A.73 during our next Work Session, one week from today: and
  - MSBA will be revising Policy 524 again once they review best practice published by the two Minnesota school principal associations.

1st Readings

615 Basic Standards Testing, Accommodations, Modifications, and Exemptions for IEP, Section 504 Accommodations, and LEP Students

- Committee Discussed:: Last full review was 2006
  - Section II: added (A) & (B)
  - Section II: replaced (C)
  - Section III: replaced language
  - Section IV: replaced language

- Legal & Cross References updated
- All revisions since 2006 were made
    - Committee Recommendation: ***1st Reading***

2nd Readings

504 Student Dress and Appearance

- No updates or revisions
    - Committee Recommendation: ***Tentative 2nd Reading/ Consent Agenda***
    - (Fast Tracked for Student Handbooks)

506 Student Discipline

- Committee Discussed:
    - Replaced "encouraged to" language throughout the policy
    - Section IX(M): MSBA suggested language *"A public school is encouraged to adopt a school policy on parental notification for unscheduled student removal from class."* was replaced with *"Each school will adopt practices for parental notification for unscheduled student removal from class related to disciplinary actions"*
- Superintendent to discuss w/ principals/ review again 07.29.2024
    - Committee Recommendation: ***Tentative 2nd Reading/ Consent Agenda***
    - (Fast Tracked for Student Handbooks)

509 Enrollment of Nonresident Students

- Revision: Section III: added section (A) (C) (D)/ Section IV (C): deleted SRP & Laws 2017 language/ Legal References Updated
    - Committee Recommendation: ***2nd Reading***

513 Student Promotion, Retention, and Program Design

- Revision: Section II(D)(1): Replace "the World's Best Workforce" with "comprehensive achievement and civic readiness"
    - Committee Recommendation: ***2nd Reading***

521 Student Disability Nondiscrimination

- Revision: Section II: Added "has an impairment that is episodic or in remission and would materially limit a major life activity when active."/ Legal Reference Updated
    - Committee Recommendation: ***2nd Reading***

806 Crisis Management Policy

- Revision: Legal References updated
- Annual Review policy
    - Committee Recommendation: ***2nd Reading***

3rd Readings

503 Student Attendance

- Revision: Section II: Added (B)(1)(a) - (d)/ Section II (e) previously (4) - (m) previously (10) shifted formatting
    - Committee Recommendation: ***3rd Reading/Consent Agenda***

507 Corporal Punishment and Prone Restraint

- Revision: Section III: added (B) / Section IV: Replaced (B), modified (C), added last sentence to (D)/

Section V title updated & added (A) & (B)/ Legal & cross references updated

- Superintendent sent to Hastings Police Department/ review again 07.29.2024
    - Committee Recommendation: ***Tentative 3rd Reading/ Consent Agenda***

Legislative Revisions

102 Equal Educational Opportunity

Revision: Section II: Removed "unlawful" Added "one or more of the following:"

- Recommendation: ***Consent Agenda***

204 School Board Meeting Minutes

Revision: Legal Reference update

- Recommendation: ***Consent Agenda***

207 Public Hearings

Revision: Section III(C) determined "time, place, and manner" statement covers the language in section III(C)(1)-(6) of MSBA Model Policy/ Legal Reference updated

- Recommendation: ***Consent Agenda***

413 Harassment and Violence

Revision: Section III: 2024 legislature revised the definition of "familial status"

- Recommendation:***Consent Agenda***

416 Drug and Alcohol Testing

Revision: Section IV(A)(8): added "oral fluid test"/ IV(B)(1)(a): added oral fluid test procedure reference/ added IV (B)(4) "oral fluid testing"

- Recommendation: ***Consent Agenda***

418 Drug-Free Workplace/Drug-Free School

Revision: added Section IV (D)/ added section VI "School Programs"

- Recommendation:***Consent Agenda***

419 Tobacco Free Environment

Revision: added Section IV (C) & Legal Reference update

- Recommendation: ***Consent Agenda***

515 Protection and Privacy of Pupil Records

Revision: Updated format/ Section III (D)(1): added "Under Federal Law"/ Section VI: added (B)(23)/ Legal Reference updated

- Recommendation: ***Consent Agenda***

516 Student Medication

Revision: Added Section V (A)(B)(C)/ Requires Admin review

- Superintendent will follow up w/committee 07.29.2024
    - Recommendation: ***Tentative Consent Agenda***

524 Internet, Technology, and Cell Phone Acceptable Use and Safety Policy

Revision: Title & Legal References updated

- Please note that the Minnesota legislature directed the two Minnesota school principal associations to make best practices available to Minnesota schools.When these best practices are available, MSBA will review them and revise Model Policy 524 as appropriate.
- Superintendent will follow up w/committee on 07.29.2024

- Recommendation: ***Consent Agenda***

532 Use of Peace Officers and Crisis Teams to Remove Students with IEPs From School Grounds

Revision: Section III : replaced (D) & added (F)/ Replace "Police liaison officer" with "school resource officer" through out/ Legal & Cross Reference updated

- Recommendation ***Tentative Consent Agenda***

535 Service Animals in Schools

Revision:Section IV: added (B)(C)/ Legal Reference updated

- Recommendation: ***Consent Agenda***

601 School District Curriculum and Instruction Goals

Revision: Replaced "WBWF" with "strive for comprehensive achievement and civic readiness"throughout/ Section III: Revised note language, added (D), moved "Inclusive educational programming" (I) to maintain alphabetic order, deleted WBWF definition/ Legal & Cross References Updated

- Recommendation: ***Consent Agenda***

602 Organization of School Calendar and School Day

Revision: Updated format, no other changes

- Recommendation: ***Consent Agenda***

603 Curriculum Development

Revision: Legal & Cross References updated

- Recommendation: ***Consent Agenda***

604 Instructional Curriculum

Revision: Section II (A)(3): deleted "that includes civics;"/ Section VI(A)(9): added "on track for graduation,"/Legal References updated

- Recommendation: ***Consent Agenda***

607 Organization of Grade Levels

Revision: Updated format, no other changes

- Recommendation: ***Consent Agenda***

609 Religion and Cultural Observances

Revision: Updated format/ Title: added "and Cultural Observances"/Section III (A)(4): added "or American Indian cultural practice, observance, or ceremony"/Legal References updated

- Recommendation: ***Consent Agenda***

613 Graduation Requirements

Revision: Updated format/ Section III: updated (B)(C)(D)/Section V: updated title, Replaced (A)(1)/Section V(B)(1): deleted "meeting the state graduation requirements under this section", replaced (2), added (3)/ Section VI: added (A), updated (1)(2)(3)(4)(5), added (9)/ Section VI (B)(2): deleted "or physics" added "or all of the physics academic standards"/Legal References updated

- Annual review of this policy is scheduled for 07.29.2024/ Additional revisions may be recommended
  - Recommendation: ***Tentative Consent Agenda*** *unless additional changes are made.*

614 School District Testing Plan and Procedure

Revision: Added Section IX/ Legal & Cross References updated

- Recommendation: ***Consent Agenda***

616 School District System Accountability

Revision: Section III(A): Added definition/ Section IV(3): Delete "an evaluation of student progress

committee,"/Section IV(E) may be deleted/ Legal References updated

- Recommendation: ***Consent Agenda***

619 Staff Development for Standards

Revision: Legal References updated

- Recommendation: ***Consent Agenda***

620 Credit for Learning

Revision:Section V: added to (D), added (E)/ Legal References updated

- Recommendation: ***Consent Agenda***

709 Student Transportation Safety Policy

Revision: Format updated/ Section II(C)(1)(b): added (3)

- Recommendation: ***Consent Agenda***

802 Disposition of Obsolete Equipment and Materials

Revision: Legal References updated

- Recommendation: ***Consent Agenda***

<u>July 31, 2024 Board Meeting</u>

Ist Readings:

615 Basic Standards Testing, Accommodations, Modifications, and Exemptions for IEP, Section 504 Accommodations, and LEP Students

2nd readings:

504 Student Dress and Appearance
506 Student Discipline
509 Enrollment of Nonresident Students
511 Student Fundraising
513 Student Promotion, Retention, and Program Design
518 DNR-DNI Orders
519 Interview of Students by Outside Agencies
521 Student Disability Nondiscrimination
722 Public Data Requests
806 Crisis Management Policy

Consent Agenda:

- <u>2nd Reading/ Action</u> (Fast Tracked for Student Handbooks)
  - 504 Student Dress and Appearance
  - 506 Student Discipline
- <u>3rd Reading/ Action</u>
  - 417 Chemical Use and Abuse
  - 503 Student Attendance
  - 505 Temporary Distribution of Non-School Sponsored Materials on School Premises by Students and Employees
  - 507 Corporal Punishment and Prone Restraint

- 507.5PR School Resource Officer
- 508 Extended School Year for Certain Students with Individualized Education Programs

- Legislative Updates/ Action
  - 102 Equal Educational Opportunity
  - 204 School Board Meeting Minutes
  - 207 Public Hearings
  - 413 Harassment and Violence
  - 416 Drug and Alcohol Testing
  - 418 Drug-Free Workplace/Drug-Free School
  - 419 Tobacco Free Environment
  - 515 Protection and Privacy of Pupil Records
  - 516 Student Medication
  - 524 Internet, Technology, and Cell Phone Acceptable Use and Safety Policy
  - 532 Use of Peace Officers and Crisis Teams to Remove Students with IEPs From School Grounds
  - 535 Service Animals in Schools
  - 601 School District Curriculum and Instruction Goals
  - 602 Organization of School Calendar and School Day
  - 603 Curriculum Development
  - 604 Instructional Curriculum
  - 607 Organization of Grade Levels
  - 609 Religion and Cultural Observances
  - 613 Graduation Requirements
  - 614 School District Testing Plan and Procedure
  - 616 School District System Accountability
  - 619 Staff Development for Standards
  - 620 Credit for Learning
  - 709 Student Transportation Safety Policy
  - 802 Disposition of Obsolete Equipment and Materials

BRIDGE TO SUCCESS

Hastings Public Schools
INDEPENDENT SCHOOL DISTRICT 200
1000 11TH STREET WEST
HASTINGS, MN 55033-2597
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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: July 29, 2024 at 11:30am

July 29, 2024 Summary

Review Cycle Tracker

Committee Summary

- In collaboration with building principals and district administrators the committee:
  - Discussed 2024 Legislative Revisions:
    - Policy 506 Student Discipline updates will be detailed following this summary;
    - Policy 613 Graduation Standards, there are no additional updates;
  - Had a lengthy conversation regarding the 606 set of policies, procedures, and forms (Textbooks and Instructional Materials), these conversations will continue and the board can expect to see the 606 set in the coming months
- Next Policy Committee Meeting: August 8, 2024 at 11am

(Note) Policy 524 Internet, Technology, and Cell Phone Acceptable Use and Safety Policy

Since the committee did not discuss this policy, it will not be included for approval this month. The board will discuss Policy 524 during the upcoming working session (August 7) & policy committee will discuss during the August 8, 2024 committee meeting.

Updated policies already on July's Agenda

506 Student Discipline

- Committee Discussed:
  - Section XI(G): updated to include language from Section XI (M)
  - Section XI: Removed (M)
  - Section XII(D)(9): Removed *"(See attached sample Notice of Suspension.)"*
    - Committee Recommendation: ***2nd Reading/ Consent Agenda***
    - (Fast Tracked for Student Handbooks)

507 Corporal Punishment and Prone Restraint

Intend to offer a friendly amendment removing *"or otherwise agents of a school district"* from Section IV (C)

613 Graduation Requirements

Annual review: no additional revisions

- Recommendation: ***Consent Agenda***

July 31, 2024 Board Meeting

Ist Readings:

615 Basic Standards Testing, Accommodations, Modifications, and Exemptions for IEP, Section 504 Accommodations, and LEP Students

2nd readings:

504 Student Dress and Appearance
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511 Student Fundraising
513 Student Promotion, Retention, and Program Design
518 DNR-DNI Orders
519 Interview of Students by Outside Agencies
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- 607 Organization of Grade Levels
- 609 Religion and Cultural Observances
- 613 Graduation Requirements
- 614 School District Testing Plan and Procedure
- 616 School District System Accountability
- 619 Staff Development for Standards
- 620 Credit for Learning
- 709 Student Transportation Safety Policy
- 802 Disposition of Obsolete Equipment and Materials

- Sunset
  - 429 Conflict of Interest

615 BASIC STANDARDS TESTING, ACCOMMODATIONS, MODIFICATIONS, AND EXEMPTIONS FOR IEP, SECTION 504 ACCOMMODATIONS, AND LEP STUDENTS

I. PURPOSE

The purpose of the policy is to provide adequate opportunity for students identified as having IEP, Section 504 Accommodation, or LEP needs to meet the graduation requirements of basic skills testing.

II. GENERAL STATEMENT OF POLICY

A. Minnesota Test of Academic Skills (MTAS)

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how a student with a disability will participate in statewide testing.

2. Participation decisions will be made separately for mathematics, reading, and science. The assessment options are the Minnesota Comprehensive Assessment (MCA) and the MTAS.

3. Eligibility Requirements

   a) The following requirements must be met for a student with a significant cognitive disability to be eligible for the MTAS:

      (1) The IEP team must consider the student's ability to access the MCA, with or without accommodations;

      (2) The IEP must review the student's instructional program to ensure that the student is receiving instruction linked to the general education curriculum to the extent appropriate. If instruction is not linked to the general education curriculum, the IEP team must review the student's goals and determine how access to the general curriculum will be provided;

      (3) The IEP team determined the student's cognitive functioning to be significantly below age expectations. The team also determined that the student's disability has a significant impact on his or her ability to function in multiple environments, including home, school, and community;

      (4) The IEP team determined that the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively

participate in school, work, home, and community environments;

(5) The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate measure of the student's academic progress and how the student would participate in statewide testing.

b) MTAS participation decisions must not be made on the following factors:

(1) Student's disability category;

(2) Placement;

(3) Participation in a separate, specialized curriculum;

(4) An expectation that the student will receive a low score on the MCA;

(5) Language, social, cultural, or economic differences;

(6) Concern for accountability calculations.

B. Alternate ACCESS for ELs

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how an identified EL student with a disability will participate in statewide testing.

2. Eligibility Requirements

a) The student must be identified as EL in MARSS in order to take an English language proficiency assessment.

b) The student must have a significant cognitive disability. If the student has been identified as eligible to take the MTAS in mathematics, reading, or science, the student meets this criterion.

c) For students in grades that the MTAS is not administered:

(1) the student must have cognitive functioning significantly below age level;

(2) the student's disability must have a significant impact on his or her ability to function in multiple environments, including home, school, and community; and

(3) the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community

environments.

d) The IEP team must consider the student's ability to access the ACCESS, with or without accommodations.

e) The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate English language proficiency assessment for the student.

3. Alternate ACCESS participation decisions must not be made on the following factors:

a) Student's disability category

b) Participation in a separate, specialized curriculum;

c) Current level of English language proficiency;

d) The expectation that the student will receive a low score on the ACCESS for ELs;

e) Language, social, cultural, or economic difference

f) Concern for accountability calculations.

C. EL Students New to the United States

EL students new to the United States will take all assessments, including all academic assessments (math, reading, and science), as well as the English Language Proficiency Assessment (ACCESS).

~~The school district will utilize the existing annual review of Individualized Education Programs (IEPs) or Section 504 Accommodation plans to review, on a case-by-case basis, the extent of student participation in basic standards testing. Students with LEP needs must be identified and accommodations made~~.

III. DEFINITION OF TERMS

See the current "Procedures Manual for the Minnesota Assessments" which is produced by the Minnesota Department of Education and available through minnesota.pearsonaccessnext.com/policies-and-procedures.~~See "Guidelines for Accommodations in the Minnesota Assessment System" document which can be found on the Minnesota Department of Education's website at: http://education.state.mn.us/mde/static/000782.pdf~~.

IV. GRANTING AND DOCUMENTING ACCOMMODATIONS, MODIFICATIONS, OR EXEMPTIONS FOR BASIC STANDARDS TESTING

See Chapter 5 of the current "Procedures Manual for the Minnesota Assessments" and Guidelines for Administration of Accommodations and Linguistic Supports. ~~See "Guidelines for Accommodations in the Minnesota Assessment System" document which can be found on the Minnesota Department of Education's website at: http://education.state.mn.us/mde/static/000782.pdf.~~

V. RECORDS

All test accommodations, modifications, or exemptions shall be reported to the School District Test Administrator. The School District Test Administrator shall be responsible for keeping a list of all such test accommodations, modifications, and exemptions for school district audit purposes. ~~This will be done annually by December 1~~. Testing results will be documented and reported.

Legal References:
Minn. Stat. § 120B.11 (School District Process For Reviewing Curriculum, Instruction and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness~~the World's Best Workforce~~)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Stat. § 125A.08 (Individualized Education Programs)
Minn. Rules Parts 3501.06~~40-3501.0655~~ (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Part 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
Eligibility Requirements for the Minnesota Test of Academic Skills (MTAS), https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mda2/~edisp/006087.pdf
Alternate ACCESS for ELLs Participation Guidelines, https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mdq5/~edisp/049763.pdf

Cross References:
ISD 200 ~~MSBA/MASA Model~~ Policy 104 (School District Mission Statement)
ISD 200 ~~MSBA/MASA Model~~ Policy 601 (School District Curriculum andInstruction Goals)
ISD 200 ~~MSBA/MASA Model~~ Policy 613 (Graduation Requirements)
ISD 200 ~~MSBA/MASA Model~~ Policy 614 (School District Testing Plan and Procedure)
ISD 200 ~~MSBA/MASA Model~~ Policy 616 (School District System Accountability)

Policy Reviewed: 07.01.2024
Policy Adopted: 12.13.2006~~12/13/06~~
Policy Revised: 07.01.2024

504 STUDENT DRESS AND APPEARANCE

I. PURPOSE

The purpose of this policy is to enhance the education of students by establishing expectations that support educational goals. Students and their families have the primary and joint responsibility for student clothing and appearance. Teachers and other district staff should exemplify and reinforce student clothing and appearance standards and help students develop an understanding of appropriate appearance in the school environment.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to encourage students to be dressed ~~suitably [or~~ appropriately for school activities and in keeping with community standards.

B. A student's clothing or appearance may not materially and substantially disrupt or interfere with the educational mission, school environment, classwork, or school activities. A student's dress or appearance may not incite or contribute to substantial disorder or invasion of the rights of others or pose a threat to the health or safety of the student or others.

C. Students' rights to choose their dress and appearance for school and school-related activities will be protected provided that the clothing:

1. does not injure people or damage property;
2. does not materially and substantially disrupt or interfere with the educational process or classwork;
3. does not interfere with the requirements of discipline in the operation of the school or school activities, materially disrupt classwork;
4. does not involve substantial disorder or invasion of the rights of others.

Such clothing includes, but is not limited to, the following:

1. Clothing for the weather.
2. Clothing that does not create a health or safety hazard.
3. Clothing for the activity (i.e., physical education or the classroom).
4. Footwear that does not present a safety hazard.
5. Headwear, including hats or head coverings, are allowed provided that it does not cover the student's face to the extent that the student is not identifiable. Headgear must

not interfere with the educational process. Hoodies ~~must~~ must not interfere with the educational process.~~allow the face and ears to be visible from the front and sides and must not interfere with the line of sight to any student or staff including while the student wearing the hoodie is seated~~. Students may wear headgear for a medical or religious reason.

6. In accordance with the CROWN Act: Hair, including but not limited to hair texture and hair styles such as braids, locks, and twists.

D. Student clothing may not include the following:

1. Students may not wear inappropriate clothing.

a) Clothing (including emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry) bearing a message that is lewd, vulgar, obscene, libelous, or denigrates, harasses, discriminates against others on the basis of protected class status under the Minnesota Human Rights Act, or violates school district policies prohibiting discrimination, violence, harassment, or other harmful activities.

b) Apparel promoting products or activities that are illegal for use by minors.

c) Communicating a message that is racist, sexist, or otherwise derogatory,~~ to a protected minority group~~, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in Policy 413.

d) Costumes, unless they correlate with a school sponsored event or activity.

E. The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing clothing on which such messages are stated. Such messages are acceptable as long as they are not lewd; vulgar; obscene; libelous; do not denigrate, harass, or discriminate against others on the basis of protected class status under the Minnesota Human Rights Act; or do not violate school district policies prohibiting discrimination, bullying, violence, harassment, or other harmful activities.

III. PROCEDURES

A. Enforcement of a student dress code will be approached with careful consideration and sensitivity, with the goals of supporting students as they express themselves and pursue their full potential, of not shaming students, and of minimalizing loss of instructional time. When possible, dress code matters should be addressed privately with students, should seek to determine whether factors exist that impact the student's ability to comply with the dress code, and should seek to address such issues.

B. When, in the reasonable judgment of the administration, (1) a student's clothing or appearance may materially and substantially disrupt or interfere with the educational mission, school environment, classwork, or school activities; (2) may incite or contribute to substantial disorder or invasion of the rights of others; or (3) pose a threat to the health or safety of the student or others, the student will be directed to make modifications. Parents or guardians will be notified. Other consequences may be enforced in line with Policy 506 (Student Discipline).

C. The administration may recommend a form of clothing considered appropriate for a specific event and communicate the recommendation to students and parents or guardians. A school district or charter school must not prohibit an American Indian student from wearing American Indian regalia, Tribal regalia, or objects of cultural significance at a graduation ceremony.

D. Likewise, an organized student group may recommend a form of clothing for students considered appropriate for a specific event and bring such recommendation to the administration for approval.

Legal References: *U. S. Const., amend. I*
Minn. Stat. § 124D.792 (Graduation Ceremonies; Tribal Regalia and Objects of Cultural Significance)
Minn. Stat. § 363A.03, Subd. 36a (Definitions)
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503 (1969)
B.W.A. v. Farmington R-7 Sch. Dist., 554 F.3d 734 (8th Cir. 2009)
Lowry v. Watson Chapel Sch. Dist., 540 F.3d 752 (8th Cir. 2008)
Stephenson v. Davenport Cmty. Sch. Dist., 110 F.3d 1303 (8th Cir. 1997)
B.H. ex rel. Hawk v. Easton Area School Dist., 725 F.3d 293 (3rd Cir. 2013)
D.B. ex rel. Brogdon v. Lafon, 217 Fed. Appx. 518 (6th Cir. 2007)
Hardwick v. Heyward, 711 F.3d 426 (4th Cir. 2013)
Madrid v. Anthony, 510 F.Supp.2d 425 (S.D. Tex. 2007)
McIntire v. Bethel School, Indep. Sch. Dist. No. 3, 804 F.Supp. 1415 (W.D. Okla. 1992)
Hicks v. Halifax County Bd. of Educ., 93 F.Supp.2d 649 (E.D. N.C. 1999)
Olesen v. Bd. of Educ. of Sch. Dist. No. 228, 676 F.Supp. 820 (N.D. Ill. 1987)

Cross References: *ISD 200 Policy 413 (Harassment and Violence)*
ISD 200 Policy 506 (Student Discipline)
ISD 200 Policy 525 (Violence Prevention)

Policy Reviewed: *05.30.2024*
Policy Adopted:
Policy Revised: *07.01.2024*

506 STUDENT DISCIPLINE

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. ~~The purpose of this policy is to ensure that all members of the school community work collaboratively to create a safe, supportive, and equitable school climate through the use of positive discipline practices. Effective positive discipline stresses student self-direction, decision-making, and responsibility. Students have the right to be safe and free from threatening situations on school property, at school activities, and in district vehicles.~~ The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

In view of the foregoing and in accordance with Minnesota Statutes, section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the- district:.

~~All students have the right to an education and the right to learn.¶~~

~~A. The School Board recognizes that individual responsibility and mutual respect are essential components of the educational process. Students must conduct themselves in an appropriate manner in order to maintain a climate where learning can take place with minimal interference.¶~~

~~B. The School Board believes that a positive and equitable learning environment is essential for students to thrive academically and developmentally.¶~~

~~C. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56.¶~~

~~D. The School Board recognizes that no policy will cover all situations. Therefore, the building administrator(s) or designee will make a determination of the violation and/or consequences/disciplinary action when student actions are not specifically addressed. All actions by an administrator/designee will be made on a case-by-case basis.~~

III. DEFINITIONS

A. "Non-exclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, and academic services. Non-exclusionary~~Non-exclusioary~~ disciplinary policies and practices include, but are not limited to, the policies and practices under Minnesota Statutes, sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph; and 122A.627, clause (3).

B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or exclusionary district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

IV. POLICY

A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The

policies must include non-exclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.

B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.

C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.

D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:

1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and

3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. AREAS OF RESPONSIBILITY

A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.

B. Superintendent.The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework

of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.

C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising ~~his or her~~ the principal's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent ~~imminent~~ bodily harm or death to the student or another. A principal shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress, places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. A teacher, exercising the person's lawful authority, ~~In exercising the teacher's lawful authority, a teacher~~ may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent ~~imminent~~ bodily harm or death to the student or another. A teacher shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another. A school employee, which does not include a school resource officer, shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate

distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

For the purpose of Minnesota Statutes, section 121A.582 (Student Discipline; Reasonable Force), a school resource officer, as defined in Minnesota Statutes, section 626.8482, subdivision 1, paragraph (c) is not a school employee or agent of the district.

F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.

H. Community Members. Members of the community are expected to contribute to the establishment of a positive atmosphere at events sponsored by the school district or held on school district property. See School Board Policy 903 (Visitors to School District Buildings and Sites) for additional information.

I. Reasonable Force Reports

1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent ~~imminent~~ bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).

2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent ~~imminent~~ bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).

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

VI. STUDENT RIGHTS ~~and RESPONSIBILITIES~~

All students have the right to an education and the right to learn.

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;

B. To attend school daily, except when excused, and to be on time to all classes and other school functions;

C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;

D. To make necessary arrangements for making up work when absent from school;

E. To assist the school staff in maintaining a safe school for all students;

F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;

G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;

H. To be aware of and comply with federal, state, and local laws;

I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;

J. To respect and maintain the school's property and the property of others;

K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;

L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;

M. To conduct themselves in an appropriate physical and~~or~~ verbal manner;~~ and~~

N. To recognize and respect the rights of others; and~~.~~

O. To treat others in a respectful manner.

VIII. CODE OF STUDENT CONDUCT

A. The following are examples of unacceptable behavior subject to disciplinary action by the

school district. These examples are not intended to be an exhaustive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.

~~Hastings Public Schools strives to create a safe and welcoming place for all students. All of us help create this positive and respectful learning environment.¶~~

~~A. While each school's approach may differ in details, the table below offers a summary of the responsibilities we share to create a positive school and district culture.¶~~

¶	~~**Students**¶~~	~~**Parents/ Guardians**¶~~	~~**All Hastings Staff**¶~~
~~Beliefs¶~~	~~Believe that you have the capacity to be your best self.¶ -Belief that you are important¶ -Belief that you can do big things¶~~	~~Believe your child has the capacity to be their best self.¶~~	~~Believe staff have the capacity to support students in being their best selves.¶~~
~~Positive Relationships¶~~	~~Actively build and maintain positive relationships with staff and students.¶~~	~~Build and maintain a positive relationship with staff at the school.¶~~	~~Build and maintain positive relationships with all students and their families.¶~~

Respect¶	Respect yourself, the learning environment, other students, their parents/ guardians,¶ families and all staff.¶	Respect and support the learning¶ environment and emphasize the¶ importance of being prepared for school.¶	Develop a learning community and a¶ respectful¶ environment that supports¶ social-emotional and academic success.¶
Support¶	Ask for and accept help when you need assistance.¶	Ask for help when you need assistance.¶ Advocate for your¶ child through regular communication with school staff.¶	Regularly¶ communicate with students and families. Support them when they ask for¶ assistance.¶
Attendance¶	Go to school¶ everyday on time,¶	Make sure your child arrives at school¶	Create a welcoming environment. Have¶

¶

¶	ready to learn, and give your best effort.¶	everyday on time and prepared to learn.¶	high expectations for all students.¶
Expectations and Procedures¶	Learn and follow school expectations and procedures.¶	Learn and talk with your child about the expectations and procedures at their school.¶	Teach, model, and reinforce school¶ expectations and procedures. Follow the school-wide discipline p*lan.¶
Technology Use¶	Use technology and equipment in a¶ responsible way.¶	Review the technology agreement with your child.¶	Tailor instruction for student¶ voice and choice within a technology rich learning¶ environment.¶

Learn¶	Personalize your learning by bringing your creativity to your assignments.¶	Encourage your child's passion to learn and grow toward life-long learning.¶	Provide personalized, engaging and¶ academically appropriate¶ instruction, including culturally responsive teaching that¶ represents and invites students' identities.¶
Safety¶	Conduct yourself in a manner to ensure your safety and the safety of others.¶	Contact your child's school if you observe or are aware of potentially unsafe¶ activities or conditions.¶	Create and monitor safe conditions in the school environment.¶

¶

B. In addition to collective expectations and responsibilities, specific student Rights, Opportunities and Responsibilities are outlined in the table below.¶

¶

Access to Records¶
Rights/Opportunities¶ • Students' parents/guardians and eligible students under federal law generally have the right to view their school records according to state and federal laws.¶ • Students have the right to privacy regarding their school records. Any disclosure of information from student records will be consistent with legal requirements and policy established by the school district.¶ **Responsibilities**¶ • Eligible students are responsible for following established building and district procedures regarding access to their school records.¶
Attendance and Tardiness¶

Rights/Opportunities¶

- Absence or tardiness of students because of religious holidays and observances shall be recorded as excused absences or tardiness at the written request of the parent/guardian. For more details, see Board Policy 503.¶

Responsibilities¶

- Students and parents/guardians are responsible for following the school's attendance and tardiness rules and procedures.¶
- Students and parents/guardians are responsible for notifying the school (e.g., a written note, phone call) before an absence or upon returning to school after an absence.¶
- Students are responsible for following the school's procedures, i.e. obtaining a pass from a staff person, when late for class or if there is a need to leave class.¶
- Students and parents/guardians are responsible for notifying the school if the student must leave during the school day. For more details, see Board Policy 503.¶

Equal Opportunity¶

Rights/Opportunities¶

- Students have the right of equal opportunity, as allowed by law, to participate in all school activities and school education programs for which they are eligible.¶

Responsibilities¶

- Students are responsible for following the rules and procedures of the school-sponsored activity in which they, or others, participate. Students may not discourage, impede or prevent the participation of other students.¶

Fair Treatment¶

¶

Rights/Opportunities¶

- Students have the right to due process, as defined in the Minnesota Pupil Fair Dismissal Act, when involved in a violation of district rules. Included is the opportunity to hear the nature of the violation and to give their account of the situation.¶
- Students have the right to be informed of all applicable classroom and school rules, expectations and procedures.¶
- Students have the right to be treated respectfully by district employees and other students.¶
- Students have the right to be free from unreasonable physical contact from staff and other students. Reasonable force by staff to restrain or correct a student from injuring self or other persons, however, is allowable.¶

Responsibilities¶

- Students are responsible for responding to all directions or questions from staff and for following all laws, policies, rules and expectations that apply to them.¶
- Students should assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect¶
- Students are responsible for knowing and following all applicable classroom rules, expectations, and procedures.¶
- Students are responsible for treating all persons respectfully.¶
- Students are responsible for respecting the space and freedom of those around them.¶
- Students are expected to treat the property of others and the district responsibly.¶
- Students are responsible for refraining from using force or physical contact to inflict harm on another.¶
- Students are responsible for not engaging in conduct that threatens to physically or mentally injure themselves, other persons or property.¶

Free Speech and Expression¶

Rights/Opportunities¶

- Students have the right to free speech subject to certain Constitutional limitations.¶

Responsibilities¶

- Students are responsible for expressing opinions, publishing written materials and distributing literature in such a manner that is not libelous, obscene, discriminatory or sexually explicit; that does not contain references to alcohol, chemicals, tobacco, or other products that are illegal for use by minors; that does not interfere with the rights of others; that does not materially and substantially disrupt the atmosphere of learning in the school; and that follows school rules and procedures regarding time, place and manner.¶
- Permission of the school principal is required for distribution or posting of written

materials.¶

Gender Identity¶

Rights/Opportunities¶

- Students have the right to be identified by their preferred name, pronoun, and asserted gender in school records, learning spaces, facilities, and extracurricular activities consistent with Board Policy and procedures. For more information see Board Policy 536.¶

Responsibilities¶

- Students must communicate with school staff if their school records are not reflective of their preferred name, pronoun, and/or gender identity.¶
- School record name and/or gender changes connected to gender identity require submitting updates to the placement office in accordance with Board procedures.¶

Learning and Academic Work¶

Rights/Opportunities¶

- Eligible resident students have the right to a free public education according to state and federal laws.¶
- Students have the right to attend school and gain an education as provided by law. Attendance at a particular school is a privilege, not a right. For more details, see Minnesota Statutes section 120A.36 at revisor.mn.gov/statutes.¶
- Students have the right to attend school in a safe environment that is free from disruptive behavior by others. Students have the right to experience learning opportunities that reflect their cultural experiences in a non-racist, non-sex-biased, gender and disability fair manner. Students have the right to make up school work that was missed during any excused absence.¶
- When absent for an extended period as a result of a medical issue, students have the right to necessary home/hospital instruction as regulated by state guidelines.¶

Responsibilities¶

- Students are responsible for daily attendance, for completing class assignments on time, and for bringing appropriate materials required for class use.¶
- Students are responsible for behaving in such a manner that supports learning for all, does not pose a potential or actual danger to themselves or others, and is not disruptive to the learning process for others.¶
- Students are responsible for respecting the cultural experiences shared by their peers.¶
- Students are responsible for obtaining and completing make-up work assigned for periods of absence.¶
- Avoid inaccuracies in publications.¶

Medications¶

Rights/Opportunities¶

- Students have the right to receive medications and medical procedures that must be administered during the school day in order for a student to attend school consistent with Board policy and procedure. For more information see Board policy 516.¶

Responsibilities¶

- Families are responsible for communicating with the school nurse or other school staff about changes in medications or medical procedures when they must be administered during the school day.¶
- Students are responsible for cooperating with school staff regarding medications and medical procedures to be administered during the school day.¶

Non-Discrimination/Harassment-Free Environment¶

¶

Rights/Opportunities¶

- Students have the right to a learning environment free from discrimination, harassment and violence based on an individual's race, creed, sex, marital status, national origin, age, color, religion, familial status, status with respect to public assistance, sexual or affectional orientation, gender identity and expression, disability, or membership or activity in a local commission as defined by Minnesota Statutes section 363A.03.¶
- Students have a right not to be retaliated against for making good faith reports of discrimination, harassment, or violence.¶

Responsibilities¶

- Students are responsible for treating other students and district employees respectfully and in a manner that does not discriminate or harass an individual based on protected class.¶
- Students are responsible for reporting to staff (i.e., teacher or principal) incidents of bullying, discrimination, harassment, violence or retaliation that they have experienced or of which they are aware.¶

Personal Property and Privacy¶

¶

Rights/Opportunities¶

- Students generally have a right of privacy in their persons and in their personal property on school district property and at school-sponsored or -associated events.¶
- According to Minnesota law, students have the right to use school-owned property (e.g., lockers, desks, iPads, ChromeBooks) for storing appropriate items of personal property with the understanding that all school- owned property is within the exclusive control of the school district and may be searched by school authorities for

any reason, at any time, without permission, consent or requirement for a search warrant. For more details, see Minnesota Statutes section 121A.72, subd. 1 at revisor.mn.gov/statutes/.¶

Responsibilities¶

- Students must not bring onto school district property, or to school-sponsored or -associated events, any item or material that violates school district policy, school rules, or state or federal law, or that would cause, or tend to cause, a disruption or endanger the health or safety of students or other people. Items prohibited include, but are not limited to, stolen goods, weapons and lookalike weapons, and other illegal items.¶
- When reasonable suspicion exists to believe a student possesses prohibited items or that a search will uncover evidence of a violation of a school rule or of the law, school officials may conduct a reasonable search of a student's person or property.¶
- Students are responsible for keeping their lockers/desks in good condition and free of any items that are illegal or prohibited.¶
- The personal possessions of students within a school locker may be searched only when school authorities have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school authorities must provide notice of the search to students whose lockers were searched unless disclosure would impede an ongoing investigation by police or school officials. For more details, see Minnesota Statutes section 121A.72, subd. 1 at revisor.mn.gov/statutes/.¶
- Students must respect and maintain school property and the property of others.¶

Pledge of Allegiance¶

Rights/Opportunities¶

- Minnesota law requires all public schools to provide students the opportunity to recite the Pledge of Allegiance at least once a week (unless the School Board votes to waive this requirement).¶

Responsibilities¶

- Anyone who does not wish to participate in reciting the Pledge of Allegiance for any personal reasons may elect not to do so, and students must respect another person's right to make that choice. For more details, see Minnesota Statutes section 121A.11, subd. 3(b) at revisor.mn.gov/statutes/¶

Police Interviews¶

Rights/Opportunities¶

- Students have the right to be free from interview or interrogation by private parties, such as attorneys and private investigators, during the school day.¶
- Students have the right to be free from interview or interrogation during the school day by the¶

Hastings Police Department unless the student's building administration determines it is unwise ¶

or unsatisfactory for the Hastings Police Department to contact the student outside of school.¶

- When interviewed during the school day by the Hastings Police Department, students have the right to be interviewed in private and with confidentiality and in the presence of the student's principal or the principal's designee, without interruption and without observance by other school personnel or students. For more details, see Board Policy 519.¶

Student Dress¶

Rights/Opportunities¶

- Students have the right to choose their manner of dress and personal grooming unless it presents a clear danger to the student's health or safety, causes an interference with school work or creates classroom or school disruption.¶

¶

Responsibilities¶

- Students are responsible for wearing clothes that are appropriate for school. To maintain a safe learning environment, student dress cannot be a health and/or safety hazard, obscene, sexually explicit or discriminatory. Clothing that displays words or images that communicate a message that is racist, sexist, or otherwise derogatory is not permitted. Clothing that displays references to alcohol, chemicals, tobacco or other products that are illegal for use by minors is not permitted.¶
- Students are responsible for abiding by the school principal's mandated minimum standards of cleanliness and neatness. For more details, see Board Policy 504.¶

Student Government¶

Rights/Opportunities¶

- Students have the opportunity to form and participate in student government that is open to all of the student body being represented. The purpose of the existence of student government is to represent and to be responsive to the needs of all students.¶

¶

Responsibilities¶

- Students are responsible, when forming a student government, for establishing purposeful governing rules. The student government is responsible for communicating with the student body, faculty and administration, and for being aware of and complying with any school district policies affecting the student government procedures.¶

Technology Usage and Safety¶

Rights/Opportunities¶

- Students have the opportunity to access a variety of district technology resources in

support of personalized learning.¶

¶

Responsibilities¶

- Students are responsible for using the district technology resources, including iPads, properly and following all district and school rules and procedures.¶
- Students are responsible for respecting the privacy of other users, and not intentionally seeking information on, obtaining copies of, or modifying files, other data or passwords belonging to other users without permission.¶
- Students are responsible for maintaining the security of the district technology resources and recognizing and honoring the intellectual property rights of others.¶
- Students are responsible for immediately disclosing inadvertent access of unacceptable materials or an unacceptable Internet site to an appropriate school district administrator.¶
- Students are responsible for using the district technology resources without making changes to device operating systems and security profiles or installing any apps other than those authorized by Hastings Public Schools.¶
- Students are responsible for ensuring that any digital content on district technology resources is school-appropriate.¶
- Unacceptable use of district technology resources, including e-mail and the Internet, may result in one or more of the following consequences: suspension or cancellation of use or access privileges, discipline under applicable district policies and procedures, or civil or criminal liability under applicable laws. For more details, see Board Policy 524.¶

Transportation¶

Rights/Opportunities¶

- When riding a school bus or van to or from school, a student has the right to a safe ride that is free from intimidation, threat, or harassment.¶
- Parents/Guardians and students have the right to be informed that transportation service is a privilege that is granted to a student contingent upon appropriate behavior. In accordance with Minnesota Statute¶
- § 121A.59, transportation is a privilege, not a right, for eligible students.¶

¶

Responsibilities¶

- Students are responsible for adhering to the expected behaviors, set by the Board of Education, while on the school bus and while in school bus loading and unloading areas. Misbehaviors occurring on the school bus will be managed in accordance with the Administrative Procedures/Continuum of Response.¶
- Parents/Guardians of transported students are responsible for supervising their children until their children board the school bus in the morning and after their children leave the bus at the end of the school day.¶
- Students who are involved in serious or repeated incidents of unacceptable student

~~conduct on the school bus or at the school bus stop may have their riding privileges suspended or revoked, including bus transportation for field trips.¶~~

- ~~The parent or guardian of a student suspended from transportation is responsible for ensuring that the student travels safely to and from school and that the student arrives at school on time.¶~~
- ~~Bus drivers and school staff are responsible for teaching, modeling and reinforcing positive behavioral expectations to all students.¶~~

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;

2. The use of profanity or obscene language, or the possession of obscene materials;

3. Gambling, including, but not limited to, playing a game of chance for stakes;

4. Violation of the school district's Hazing Prohibition Policy;

5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;

6. Violation of the school district's Student Attendance Policy;

7. Opposition to authority using physical force or violence;

8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy; ~~An American Indian student (MN 260.755, subd. 12) may carry a medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices (MN 144.4145);~~

9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances. An American Indian student (MN 260.755, subd. 12) may carry a medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices (MN 144.4145);

10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike

substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);

11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;

12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;

13. Violation of the school district's Weapons Policy;

14. Violation of the school district's Violence Prevention Policy;

15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;

16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;

17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;

18. Using an ignition device, including a butane or disposable lighter or matches, on school property or contracted property~~inside an educational building~~ and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;

19. Violation of any local, state, or federal law as appropriate;

20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;

21. Violation of the school district's Internet Acceptable Use and Safety Policy;

~~VUse of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;~~

22. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;

23. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;

24. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;

25. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;

26. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;

27. Possession or distribution of slanderous, libelous, or pornographic materials;

28. Violation of the school district' Bullying Prohibition Policy;

29. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to others~~a protected minority group~~ or which connotes gang membership;

30. Criminal activity;

31. Falsification of any records, documents, notes, or signatures;

32. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;

33. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;

34. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;

35. Violation of the school district's Harassment and Violence Policy;

36. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to a student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other

persons;

37. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;

38. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;

39. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;

40. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;

41. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;

42. Violation of the school district's Distribution of Non School-Sponsored Materials on School Premises by Students and Employees Policy;

43. Violation of the school district's one-to-one device rules and regulations;

44. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy; and

45. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

VII. RECESS AND OTHER BREAKS

A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.\

B. The school district is encouraged to ensure student access to structured breaks from

the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.

C. The school district must not use recess detention unless:

1. a student causes or is likely to cause serious physical harm to other students or staff;

2. the student's parent or guardian specifically consents to the use of recess detention; or

3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.

D. The school district must not withhold recess from a student based on incomplete schoolwork.

E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.

F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. ~~The school district is encouraged to use the data in professional development promoting the use of non-exclusionary discipline.~~

G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

VIII. DISCIPLINARY ACTION OPTIONS

The general policy of the School District is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The District will attempt non-exclusionary discipline before any dismissal proceedings. Non-exclusionary options may be determined by each school and are aligned at each grade level. The actions in this section provide an non-exhaustive list of examples. Hastings Public Schools works to ensure developmentally appropriate, age appropriate, and context appropriate interventions/consequences are applied as uniformly as possible. While the specific form of discipline chosen in a particular case is solely within the discretion of the school district, the district has developed an Administrative

Procedure-Continuum of Responses which establishes a range of intervention and consequence options commensurate with a violation of the Student Code of Conduct. At a minimum, violation of school district code of conduct, rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;

B. Restorative options defined as working with students in a manner that focuses on repairing harm, the impact of their behavior on the culture and community and maintaining relationships;

C. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation;

D. Parent contact;

E. Parent conference;

F. Removal from class;

G. In-school suspension;

H. Suspension from extracurricular activities;

I. Detention or restriction of privileges;

J. Loss of school privileges;

K. In-school monitoring or revised class schedule;

L. Referral to in-school support services;

M. Referral to community resources or outside agency services;

N. Referral to chemical health assessment;

O. Financial restitution;

P. Referral to police, other law enforcement agencies, or other appropriate authorities;

Q. A request for a petition to be filed in district court for juvenile delinquency adjudication;

R. Out-of-school suspension under the Pupil Fair Dismissal Act;

S. Preparation of an admission or readmission plan;

T. Saturday school;

U. Expulsion under the Pupil Fair Dismissal Act;

V. Exclusion under the Pupil Fair Dismissal Act; and/or

W. Other disciplinary action as deemed appropriate by the school district.

IX. REMOVAL OF STUDENTS FROM CLASS

~~"Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class period or activity period for a period of time not to exceed five (5) days after each occurance, pursuant to this district discipline policy adopted by the school board. A class period or activity period is defined as a block of time devoted to one subject area or activity.~~

A. The teacher of record shall have the general control and government of the classroom within the framework of the school building's discipline procedures, such as MTSS, PBIS, Restorative Practices and Conscious Discipline. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. ~~as appropriate by student developmental level based on each school's discipline procedure and framework such as PBIS, Restorative Practices and Conscious Discipline.~~ When such measures fail, or when the teacher determines it is

otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class period or activity period for a period of time not to exceed five (5) days after each occurance, pursuant to this district discipline policy. A class period or activity period is defined as a block of time devoted to one subject area or activity.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;

3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or

4. Other conduct, which is at the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another. The removal from class shall be for a period of time deemed appropriate by the principal.

B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

C. Procedures for Removal of a Student From a Class.
Each building may develop a specific set of procedures for removing a student from class. However, when a building does not have such procedures, the general procedures outlined below, will be expected for staff to follow:

1. If a student is removed from class, the teacher, principal, or other District employee will complete a report describing the student's behavior in accordance with the

building level procedure.

2. Teachers removing students from class are required to direct the student to the school office or other predesignated location and verify his or her arrival as soon as practicable. Teachers will determine whether a student needs to be accompanied to the office, and, if so, make the necessary arrangements.

~~The administrator may, at his/her option, assign the student to supervision in another area specially designated for this purpose~~

3. The student will remain in the custody of the building administrator or his/her designee for the duration of the time prescribed.

4. Students removed for more than one class period will receive assignments from the teachers to enable the student to keep up with his/her class work.

5. It may be in the best interest to remove the class from the area for safety reasons.

D. Period of Time for which a Student may be Removed from a Class (may not exceed five (5) class periods for a violation of a rule of conduct)
The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

E. Responsibility for and Custody of a Student Removed from Class.
The administrator may, at his/her option, assign the student to supervision in another area specially designated for this purpose.

F. Procedures for Return of a Student to a Class From Which the Student Was Removed.
1. The student may return to class after a conference with the appropriate administrator, teacher, and/or the parent(s)/Guardian(s). At the time of this conference, a plan of action will be established.

2. Students removed from class will be required to examine and take measures to correct it. (Language specific to each building level framework of behavior interventions- best practices like PBIS, Restitution, Restorative practices).

G. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions: ~~Procedures for Notification.~~
Parents/guardians of students removed from class will be notified as soon as practicable of the rule violation that led to the removal, and any conditions for readmission.

H. Students with a Disability; Special Provisions.~~Disabled Students; Special Provisions.~~
1. In cases involving students receiving special education services, appropriate special education staff will be notified of the removal to determine compliance with the

student's IEP and to determine whether further assessment or change in the student's IEP is necessary.

2. In cases involving students with a suspected disability, the student assistance team or school counselor will be notified and the school's pre-referral intervention process will be followed.

I. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.
   1. The District has established a chemical /alcohol abuse pre-assessment team (Student Support Teams or Student Intervention Teams) pursuant to Minnesota Statute 121A.26;

   2. The District has established teacher reporting procedures to the chemical/alcohol abuse pre-assessment team, pursuant to Minnesota Statute 121A.29.

J. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct will be in accordance to~~. The administrator is encouraged to consult~~ the Administrative Procedures Continuum of Response.

K. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior.
   1. During the enrollment process, schools will gather as much information from parent(s)/guardian(s) as possible to determine any pre-existing academic, behavioral, or attendance concerns.

   2. School administrators will ensure the building is adequately supervised and that a system is in place for reporting behavior concerns, regardless of the time and day.

   3. School administration will have a plan for reviewing attendance records on a regular basis and then act on the attendance concerns in accordance with the appropriate county truancy program.

   4. Schools will establish a structure for teachers to discuss student behavior concerns that is clearly communicated and followed up by administration.

   5. Schools must have a team including administration, counselors, the school nurse, and other staff as available to review student academic, attendance, behavior and social/emotional concerns.

   6. Staff will intervene and support students early on as behavior concerns are surfacing.

   7. Schools will work with chemical health support staff to assess student behavior and determine whether or not chemical issues are present.

8. In conjunction with the Special Education process, schools will have regularly scheduled meetings to consider whether students with academic, behavioral, or social/emotional concerns might need to be assessed for special education services.

9. A formal structure will be created to share information as students transition between schools and grades to assist in continuous support and intervention.

10. Schools will communicate with parents/guardians about academic progress and encourage parents/guardians to assist in identifying concerns.

L. Any Procedures Determined Appropriate for Ensuring Victims of Bullying who Respond with Behavior not Allowed under the School's Behavior Policies have Access to a Remedial Response, Consistent with Minnesota Statutes, section 121A.031; and

M. Unscheduled Student Removal From Class

Each school will adopt practices for parental notification for unscheduled student removal from class related to disciplinary actions. ~~A public school is encouraged to adopt a school policy on parental notification for unscheduled student removal from class.~~ The public school must consult with child abuse prevention experts to incorporate best practices into the school policy. A public school with a policy on parental notification must include the policy in the employee handbook and disseminate information to school staff regarding child abuse prevention in a school setting.

X. DISMISSAL

A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class. The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to use non-exclusionary disciplinary policies and procedures before dismissal proceedings or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

The use of exclusionary practices for early learners as defined in Minnesota Statutes, section 121A.425, is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.

B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the

following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;

2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or

3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:

   a. a preschool or prekindergarten program, including an early childhood family education, school readiness, ~~school readiness plus,~~ voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or

   b. kindergarten through Grade 3.

2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.

3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under non-exclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the school board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.

2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program ~~is encouraged~~

~~to~~ will designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.

3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for ~~one school day or~~ less than one day, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to

progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.

6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes section 120B.02, although in a different setting.

7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:

    a. strongly encourage a parent or guardian of the student to attend school with the student for one day;

    b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and

    c. petition the juvenile court that the student is in need of services under Minnesota Statutes, chapter 260C.

9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the

conference. (See attached sample Notice of Suspension.)

10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.

11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.

E. PreK-3 Discipline

1. Beginning the 2023-24 school year, MN Statute prohibits the suspension of any K-3 student for any reason. K-3 students may be "dismissed" for less than one school day.

2. Expulsions and exclusions may be used only after non-exclusionary discipline has been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

3. Non-exclusionary discipline must include one of the following:

   a. collaborating with the pupil's family or guardian, child mental health consultant or provider, education specialist, or other community-based support;

   b. creating a plan, written with the parent or guardian, that details the action and support needed for the pupil to fully participate in the current educational program, including a preschool or pre kindergarten program; or

   c. providing a referral for needed support services, including parenting education, home visits, other supportive education interventions, or, where appropriate, an evaluation to determine if the pupil is eligible for special education services or section 504 services.

F. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.

2. “Exclusion” means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.

3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56.

4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

5. The student and parent or guardian shall be provided written notice of the school district’s intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56; describe the non-exlusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student’s own choosing, including legal counsel at the hearing; (2) examine the student’s records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district must advise the student’s parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on its website.

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.

7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.

8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.

9. The student shall have a right to a representative of the student’s own choosing, including legal counsel, at the student’s sole expense. The school district shall advise the student’s parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.

11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.

12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.

16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.

17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.

18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes, section 121A.49. The decision of the

school board shall be implemented during the appeal to the Commissioner.

19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

XI. ADMISSION OR READMISSION PLAN

A school administrator must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan must include measures to improve the student's behavior, which may include completing a character education program consistent with Minnesota Statutes section 120B.232, subdivision. 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XII. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each exclusion or expulsion, each physical assault of a school district employee by a

pupil, and each pupil withdrawal agreement within thirty (30) days of the effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner. This report must include a statement of the non-exclusionary disciplinary practices, or other sanction, intervention, or resolution in response to the assault given to the pupil and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the pupil's age, grade, gender, race, and special education status.

XIII. STUDENT DISCIPLINE RECORDS

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13.

XIV. STUDENTS WITH DISABILITIES

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is <u>not</u> a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XV. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes, section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes, section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minnesota Statutes, chapter 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XVI. DISCIPLINE COMPLAINT PROCEDURE ~~COMPLAINT PROCEDURES~~

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

~~The school district maintains the following complaint procedure regarding the application of this policy. Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of sections 121A.40 to 121A.61, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied. The superintendent or designee shall create and update a procedure that includes the following:~~

A. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;~~Communication plan of the procedure for a complaint or appeal~~.

B. provide an opportunity for involved parties to submit additional information related to the complaint;~~Process for involved parties to submit additional information related to the complaint~~.

C. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record~~Investigation timeline of complaint within three school days of receipt~~.

D. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;~~Process for identifying personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record.~~

E. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and~~Process for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions.~~

F. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.~~Process for corrective action plans to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future, if the investigation finds the requirements of sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately.~~
~~Process for prohibiting reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provides procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.~~

XVII. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

XVIII. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

Legal References: *Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)*
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)

Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.58 (Corporal Punishment; Prone Restraint; And Certain Physical Holds)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.60 (Definitions)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.611 (Recess and Other Breaks)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch.125A (Special Education and Special Programs)
Minn. Stat. § 152.22, Subd. 6 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 et seq. (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References:
ISD 200 Policy 413 (Harassment and Violence)
ISD 200 Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
ISD 200 Policy 501 (School Weapons)
ISD 200 Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
ISD 200 Policy 503 (Student Attendance)
ISD 200 Policy 505 (Distribution of Non-school Sponsored Materials on School Premises by Students and Employees)
ISD 200 Policy 507.5 (School Resource Officers)
ISD 200 Policy 514 (Bullying Prohibition Policy)
ISD 200 Policy 524 (Internet Acceptable Use and Safety Policy)
ISD 200 Policy 526 (Hazing Prohibition)
ISD 200 Policy 610 (Field Trips)
ISD 200 Policy 709 (Student Transportation Safety Policy)

Policy Reviewed: *06.21.2024*
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509 ENROLLMENT OF NONRESIDENT STUDENTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. OPEN ENROLLMENT PROCESS

A. Open Enrollment applications will be approved provided that acceptance of the application ~~Applications for enrollment under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the application~~ will not exceed the capacity of a program, excluding special education services; class; ~~class,~~ grade level~~;~~, or school building as established by school board resolution and provided that:

1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and

2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minnesota Statute section 124D.03.

3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.

B. If the school district limits enrollment of nonresident students pursuant to this section, the district shall report to the Commissioner of the Minnesota Department of Education (MDE) by July 15 on the number of nonresident pupils denied admission due to the limitations on the enrollment of nonresident pupils.

C. The parent of a student with a disability not yet enrolled in kindergarten and not open enrolled in a nonresident district may elect, in the same manner as the parent of a resident student with a disability, a school in the nonresident district where the child

is enrolled in a Head Start program or a licensed child care setting in the nonresident district, provided the child can be served in the same setting as other children in the nonresident district with the same level of disability.

Under this paragraph, parents must demonstrate enrollment in a community preschool or childcare setting.

D. A nonresident preschool aged child with a disability open enrolled in the district may be required to open enroll for kindergarten.

IV. BASIS FOR DECISIONS

A. Standards that may be used for rejection of application

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

1. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade less than two and one-half inches in length, at school or a school function;

2. possessing or using an illegal drug at school or a school function;

3. selling or soliciting the sale of a controlled substance while at school or a school function; or

4. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.

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

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

1. previous academic achievement of a student;

2. athletic or extracurricular ability of a student;

3. disabling conditions of a student;

4. a student's proficiency in the English language;

5. the student's district of residence except where the district of residence is directly included in an enrollment options strategy included in an approved

achievement and integration program; or

6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in this policy.~~as set out in Section E. of this policy.~~

C. Application

The student and parent or guardian must complete and submit the General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education (or the Statewide Enrollment Options Application for State-funded Voluntary Prekindergarten (VPK) ~~or School Readiness Plus (SRP)~~ Application if applicable) developed by MDE and available on its website.

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

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

D. Lotteries

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

1. the student's resident district does not operate a school building;

2. the municipality is located partially or fully within the boundaries of at least five school districts;

3. the nonresident district in which the student seeks to enroll operates one or more school buildings within the municipality; and

4. no other nonresident independent, special, or common school district operates a school building within the municipality.

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

E. Exclusion

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

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

F. Termination of Enrollment

The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minnesota Statutes section 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minnesota Statute chapter 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days in a

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

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

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

Legal References: *Minn. Stat. 120A.22. Subd. 3(e) and Subd. 8 (Compulsory Instruction)*
Minn. Stat 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)
Minn. Stat. § 124D.68 (Graduation Incentives Program)
Minn. Stat. § 125A.13 (School of Parents' Choice)
Minn. Ch. 260A (Truancy)
Minn. Stat. § 260C.007, Subd. 19 (Definitions)
Minn. Op Atty. Gen. No. 169-f (August 13, 1986)
Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ., Co. No. A05-361,2005 WL 3111963 (Minn. App. 2005) (unpublished)
18 U.S.C. 930, para. (g)(2) (Definition of weapon)

Cross References: *ISD 200 Policy 506 (Student Discipline)*

Policy Reviewed: *06.21.2024~~08.11.2022~~*
Policy Adopted: *09.21.1983*
Policy Revised: *07.01.2024*

511 STUDENT FUNDRAISING

I. PURPOSE

The purpose of this policy is to address student fundraising efforts.

II. GENERAL STATEMENT OF POLICY

The school board recognizes a desire and a need by some student organizations for fundraising. The school board also recognizes a need for some constraint to prevent fundraising activities from becoming too numerous and overly demanding on employees, students and the general public.

III. RESPONSIBILITY

A. The building administrators shall be responsible for developing~~It shall be the responsibility of the building administrators to develop~~ recommendations to the superintendent that will result in a level of activity deemed acceptable by employees, parents and students. Fundraising must be conducted in a manner that will not result in embarrassment on the part of individual students, employees, or the school.

B. All fundraising activities must be approved in advance by the administration. Participation in nonapproved activities shall be considered a violation of school district policy.

C. The superintendent shall be responsible for providing~~It shall be the responsibility of the superintendent to provide~~ coordination of student fundraising throughout the school district as deemed appropriate.

D. The school district expects all students who participate in approved fundraising activities to represent the school, the student organization, and the community in a responsible manner. All rules pertaining to student conduct and student discipline extend to student fundraising activities.

E. The school district expects all employees who plan, supervise, coordinate, or participate in student fundraising activities to act in the best interests of the students and to represent the school, the student organization, and the community in a responsible manner.

~~IV. ANNUAL REPORT~~¶

~~The superintendent shall report to the school board, at least annually, on the nature and scope of student fundraising activities approved pursuant to this policy. ¶~~

Legal References: *Minn. Stat. § 120A.20 (Admission to Public School)*
Minn. Stat. § 123B.09, Subd. 8 (Boards of Independent School Districts)
Minn. Stat. § 123B.36 (Authorized Fees)

Cross References: *ISD 200 Policy 506 (Student Discipline)*
ISD 200 Policy 713 (Student Activity Accounting)

Reviewed: 05.30.2024
Revised:
Adopted:

Hastings Public
School District ISD #200

513 STUDENT PROMOTION, RETENTION, AND PROGRAM DESIGN

I. PURPOSE

The purpose of this policy is to provide guidance to professional staff, parents, and students regarding student promotion, retention and program design.

II. GENERAL STATEMENT OF POLICY

The school board expects all students to achieve at an acceptable level of proficiency. Parental assistance, tutorial and remedial programs, counseling, and other appropriate services shall be coordinated and utilized to the greatest extent possible to help students succeed in school.

A. Promotion

Students who achieve at levels deemed acceptable by local and state standards shall be promoted to the next grade level at the completion of each school year. Promotion at the high school shall be based on the number of credits earned.

B. Alternative Programming to Promote Success

Early identification and educational intervention is essential when a student is struggling in school. School-based support services and alternate placements may be~~are~~ available to students at risk of school failure. Assessment for special education services may be recommended.

C. Retention

Retention of a student may be considered when professional staff and parents feel that it is in the best interest of the student. Physical development, maturity, and emotional factors shall be considered, as well as scholastic achievement. The superintendent's decision shall be final.

D. Program Design

1. The superintendent, with participation of the professional staff and parents, shall develop and implement programs to challenge students that are consistent with the needs of students at every level. A process to assess and evaluate students for program assignment shall be developed in coordination with such programs. Opportunities for special programs and placement outside of the school district shall also be developed as additional options. All programs will be aligned with creating

Comprehensive Achievement and Civic Readiness.

2. The school district will~~may~~ identify students, locally develop programs and services addressing instructional and affective needs, provide staff development, and evaluate programs to provide gifted and talented students with challenging and appropriate educational programs and services.

3. The school district must adopt guidelines for assessing and identifying students for participation in gifted and talented programs and services consistent with Minnesota Statutes, section 120B.11. The guidelines should include the use of:

   a) multiple objective criteria; and

   b) assessments and procedures that are valid and reliable, fair, and based on current theory and research. Assessments and procedures should be sensitive to underrepresented groups, including, but not limited to, low-income, minority, twice-exceptional, and English learners.

4. The school district must adopt procedures for the academic acceleration of gifted and talented students. These procedures will include how the school district will:

   a) assess a student's readiness and motivation for acceleration; and

   b) match the level, complexity, and pace of the curriculum to a student to achieve the best type of academic acceleration for that student.

5. The school district must adopt procedures consistent with Minnesota Statutes, section 124D.02 for early admission to kindergarten or first grade of gifted and talented learners consistent with Minnesota Statutes, section 120B.11, subdivision 2, clause (2). The procedures must be sensitive to underrepresented groups.

Legal References:

Minn. Stat. § 120B.11 (School Districts Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness.)
Minn. Stat. § 120B.15 (Gifted and Talented Students Program)
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

Cross References: *ISD 200 Policy 613 (Graduation Requirements)*
ISD 200 Policy 614 (School District Testing Plan and Procedure)
ISD 200 Policy 615 (Basic Standards Testing, Accommodations, Modifications, and Exemptions for IEP, Section 504 Accommodation, and LEP Students)
ISD 200 Policy 618 (Assessment of Student Achievement)
ISD 200 Policy 620 (Credit for Learning)

Policy Reviewed: *05.30.2024*
Policy Adopted : *05.09.1974*
Policy Revised : *07.01.2024*

Hastings Public School District
ISD #200

518 DNR-DNI ORDERS

I. PURPOSE

The school district recognizes that it is serving students with complex health needs. The school district also recognizes that school district staff may be confronted with requests to withhold emergency care of a student in the event of a life threatening situation at school or school activities or be presented with Do Not Resuscitate/Do Not Intubate (DNR-DNI) orders. The purpose of this policy is to provide guidance to school district staff and parents or guardians in these situations.

II. GENERAL STATEMENT OF POLICY

A. The primary mission of the school district is education. DNR-DNI Orders are medical documents. School district staff will not accept or honor requests to withhold emergency care or DNR-DNI orders. The school district will not convey such orders to emergency medical personnel.

B. School district staff will provide reasonable emergency care and assistance when a student is undergoing a medical emergency during school or school activities.

C. School district staff will activate emergency medical services (911) as soon as possible when a student is undergoing a medical emergency during school or school activities.

D. The parent/guardian will be notified of the emergency as soon as possible.

E. Notwithstanding this school district policy, IEP and Section 504 teams must develop individualized medical emergency care plans for students~~individualized health plans will be developed by the school nursing staff for students~~ when appropriate in accordance with state and federal law.

F. Parents/guardians who request that emergency care be withheld for their child or who present DNR-DNI Orders, shall be advised of and shall be given a copy of this policy.

Legal References: *29 U.S.C. § 794 et seq. (Rehabilitation Act of 1973, § 504)*
42 U.S.C. §§ 12101-12213 (Americans with Disabilities Act)

Cross References: *None*

Reviewed: *05.30.2024*
Revised: *11.15.2006*
Adopted: *08.05.1992*

519 INTERVIEW OF STUDENTS BY OUTSIDE AGENCIES

I. PURPOSE

There are occasions in which persons other than school district officials and employees find it necessary to speak with a student during the school day. Student safety and disruption of the educational program is of concern to the school district. The purpose of this policy is to establish the procedures for access to students by authorized individuals during the school day.

II. GENERAL STATEMENT OF POLICY

A. Generally, students may not be interviewed during the school day by persons other than a student's parents, school district officials, employees and/or agents, except as otherwise provided by law and/or this policy.

B. Requests from law enforcement officers and those other than a student's parents, school district officials, employees and/or agents to interview students shall be made through the principal's office. Upon receiving a request, it shall be the responsibility of the principal to determine whether the request will be granted. When prudent, the principal shall attempt to contact the student's parents to inform them of the request, except where otherwise prohibited by law.

III. INTERVIEWS CONDUCTED UNDER THE MALTREATMENT OF MINORS ACT

A. In the case of an investigation pursuant to the Maltreatment of Minors Act, Minnesota Statutes Chapter 260E, a local welfare agency, the agency responsible for investigating the report, and a local law enforcement agency may interview, without parental consent, an alleged victim and any minors who currently reside with or who have resided with the alleged perpetrator. The interview may take place at school and during school hours. School district officials will work with the local welfare agency, the agency responsible for investigating the report, or law enforcement agency to select a place appropriate for the interview. The interview may take place outside the presence of the perpetrator or parent, legal custodian, guardian, or school district official.

B. If the interview took place or is to take place on school district property, an order of the juvenile court pursuant to Minnesota Statutes Chapter 260E may specify that school district officials may not disclose to the parent, legal custodian, or guardian the contents of the notification of intent to interview the child on school district property and/or any other related information regarding the interview that

may be a part of the child's record. The school district official must receive a copy of the order from the local welfare or law enforcement agency.

C. When the local welfare agency, local law enforcement agency, or agency responsible for assessing or investigating a report of maltreatment determines that an interview should take place on school district property, school district officials must receive written notification of intent to interview the child on school district property 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 district property. Where the interviews are conducted by the local welfare agency, the notification must be signed by the chair of the local social services agency or the chair's designee. The notification is private educational data on the student. School district 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, unless a school employee or agent is alleged to have maltreated the child. Until school district officials receive said notification, all inquiries regarding the nature of the investigation or assessment should be directed to the local welfare or law enforcement agency or the agency responsible for assessing or investigating a report of maltreatment shall be solely responsible for any disclosure regarding the nature of the assessment or investigation.

D. School district officials shall have discretion to reasonably schedule the time, place, and manner of an interview by a local welfare or local law enforcement agency on school district premises. However, where the alleged perpetrator is believed to be a school district official or employee, the local welfare or local law enforcement agency will have discretion to determine where the interview will be held. The interview must be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school district officials and the local welfare or law enforcement agency. However, school district officials must yield to the discretion of the local welfare or law enforcement agency concerning other persons in attendance at the interview. School district officials will make every effort to reduce the disruption to the educational program of the child, other students, or school staff when an interview is conducted on school district premises.

E. Students shall not be taken from school district property without the consent of the principal and without proper warrant.

Legal References: *Minn. Stat. § 13.32 (Educational Data)*
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)

Cross References: *ISD 200 Policy 103 (Complaints – Students, Employees, Parents, Other Persons)*
ISD 200 Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
ISD 200 l Policy 515 (Protection and Privacy of Pupil Records)

Policy Reviewed: *05.30.2024*
Policy Adopted: *11.15.2006*
Policy Revised: *02.23.2022*

521 STUDENT DISABILITY NONDISCRIMINATION

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. Students with disabilities who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.Disabled students who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.

B. The responsibility of the school district is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

C. For this policy, a learner who is protected under Section 504 is one who:

1. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or

2. has a record of such an impairment; or

3. is regarded as having such an impairment; or

4. has an impairment that is episodic or in remission and would materially limit a major life activity when active.

D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.

III. COORDINATOR

Persons who have questions or comments should contact Jill Petersen ~~Megan Miller~~, Director of Special Services, 1000 W. 11th St., Hastings, MN 55033, (651) 480-7008, jpetersen@isd200.org ~~mmiller@isd200.org~~. This person is the school district's Americans with Disabilities Act (ADA)/Section 504 coordinator. Persons who wish to make a complaint regarding a disability discrimination matter may use the attached Student

Disability Discrimination Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

Legal References: Minn. Stat. § 363A.03, Subd. 12 (Definitions)
42 U.S.C. Ch. 126 (Equal Opportunity for Individuals with Disabilities)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)

Cross References: Policy 402 (Disability Nondiscrimination)

Policy Reviewed: *06.21.2024~~02.08.2022~~*
Policy Adopted: *09.22.2021*
Policy Revised: *07.01.2024*

722 PUBLIC DATA REQUESTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. Government Data:

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

B. Inspection

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

C. Public Data

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

D. Responsible Authority

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

authority is the superintendent. The Data Practices Contact is the Director of Human Resources.

E. Summary Data

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

IV. REQUESTS FOR PUBLIC DATA

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

1. A request for public data must include the following information:

   a. Date the request is made;

   b. A clear description of the data requested;

   c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

   d. Method to contact the requestor (such as phone number, address, or email address).

2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data. ~~A requestor is not required to explain the reason for the data request.~~

3. The identity of the requestor is public, if provided, but cannot be required by the government entity.

4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

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

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

a. The requested data does not exist; or

b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or

i. If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requester of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.

ii. Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.

4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.

5. The school district is not required to respond to questions that are not about

a particular data request or requests for data in general.

V. REQUEST FOR SUMMARY DATA

A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.

1. A request for the preparation of summary data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact requester (phone number, address, or email address).

B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requester of the following:

1. The estimated costs of preparing the summary data, if any; and

2. The summary data requested; or

3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.

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

VI. DATA BY AN INDIVIDUAL DATA SUBJECT

A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.

B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the

individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.

C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.

D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.

E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.

G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.

H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.

I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.

J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA

A. All requests for individual subject data must be made in writing directed to the responsible authority.

B. A request for individual subject data must include the following information:

1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;

2. Date the request is made;

3. A clear description of the data requested;

4. Proof that the individual is the data subject or the data subject's parent or guardian;

5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

6. Method to contact the requestor (such as phone number, address, or email address).

C. The identity of the requester of private data is private.

D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

VIII. COSTS

A. Public Data

1. The school district will charge for copies provided as follows:
   a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.

   b. More than 100 pages or copies of other materials are charged based upon the actual cost of searching for and retrieving the data and

making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

i. The actual cost of retrieving and making copies includes employee time, the cost of the materials onto which the data is copied and mailing costs (if any).

ii. Also, if the school district does not have the capacity to make the copies, retrieve the information, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

2. All charges must be paid for in cash in advance of receiving the copies.

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

2. The school district may assess costs associated with the preparation of summary data as follows:

a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

IX. ANNUAL REVIEW AND POSTING

A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.

B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place

within the school district that is easily accessible to the public or by posting them on the school district's website.

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

Legal References: *Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)*
Minn. Stat. 13.025 (Government Entity Obligation)

Cross References: *ISD 200 Policy 406 (Public and Private Personnel Data)*
ISD 200 Policy 515 (Protection and Privacy of Pupil Records)

Policy Reviewed: *05.30.2024*
Policy Revised: *06.28.2023*
Policy Adopted: *06.19.2019*

806 CRISIS MANAGEMENT

I. PURPOSE

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

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

II. GENERAL STATEMENT OF POLICY

This~~The school district's emergency management~~ policy has been created in consultation with local community response agencies and other appropriate individuals and groups likely to be involved in assisting with a school emergency. It is designed so that each building administrator can tailor an emergency management plan to meet that building's specific situation and needs.

III. GENERAL EMERGENCY PROCEDURES

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

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

IV. EMERGENCY MANAGEMENT ELEMENTS

A. In the event of an emergency, the principal or administration will immediately contact the superintendent or designee with the status of the emergency situation and begin implementation of the emergency plan as determined by the assessment of the situation.

B. The superintendent or designee will implement a command team if the emergency necessitates such action. The team will take action as required.

C. The school's emergency procedures will be kept on file, and be readily available in the school buildings to address emergencies, not limited to the following:

- Fire
- Hazardous Materials
- Severe Weather: Tornado/Severe Thunderstorm/Flooding
- Medical Emergency
- Fight/Disturbance
- Assault
- Intruder
- Weapons
- Shooting
- Hostage
- Bomb Threat
- Chemical or Biological Threat
- Checklist for Telephone Threats
- Demonstration
- Suicide/Death
- Media Procedures
- Highly Contagious Serious Illness or Pandemic Flu
- Prairie Island Nuclear Response Plan
- Other (as determined to be necessary by the building administration)

D. In addition, the school's emergency procedures will address the following plans and documents:

- Lockdown Procedures
- Shelter-In-Place Procedures

- Evacuation/Relocation/Reunification
- Crisis Communication Plan
- Post-Crisis Procedures
- Staff Training
- Facility Diagrams
- Offsite Locations
- Emergency Contacts

V. TRAINING AND PREPARATION FOR EMERGENCIES

A. The district administration will ensure that proper training and response preparation for emergencies occurs on an ongoing basis. The building principal is responsible for training school employees and students on emergency response procedures at each site.

B. Required school safety drills will be coordinated at each site by the building principal, in cooperation with local emergency management agencies.

C. Each school site will have employees certified in cardiopulmonary resuscitation (CPR) who will serve as the emergency care team that will respond to a medical emergency. The team training and medical emergency procedures will be coordinated by the health services coordinator.

VI. ACTIVE SHOOTER DRILL

A. Definitions

1. "Active shooter drill" means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.

2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An

active shooter simulation is not an active shooter drill.

3. "Evidence-based" means a program or practice that demonstrates any of the following:

   a. a statistically significant effect on relevant outcomes based on any of the following:

      i. strong evidence from one or more well-designed and well-implemented experimental studies;

      ii. moderate evidence from one or more well-designed and well-implemented quasi-experimental studies; or

      iii. promising evidence from one or more well-designed and well-implemented correlational studies with statistical controls for selection bias; or

   b. a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.

4. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.

5. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

B. Criteria

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

1. accessible;

2 developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;

3. culturally aware;

4. trauma-informed; and

5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

C. Student Mental Health and Wellness

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

D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating.

2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.

3. The Commissioner of the Minnesota Department of Education must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

E. Participation in Active Shooter Drills

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

F. Active Shooter Simulations

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

G. Violence Prevention

1. A school district ~~or charter school~~ conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class period, of violence prevention training annually.

2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:

   a. how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;

   b. the importance of taking threats seriously and seeking help; and

   c. the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity.

3. A school district ~~or charter school~~ must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:

   a. student opportunities for leadership related to prevention and safety;

   b. encouragement and support to students in establishing clubs and programs focused on safety; and

   c. providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

H. Board Meeting

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

1. the effect of active shooter drills on the safety of students and staff; and

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

VII. SPECIAL NEEDS PROCEDURES FOR STAFF AND CHILDREN

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

Legal References:

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

Cross References:

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

Policy Reviewed: *06.21.2024*
Policy Adopted: *08.23.2023*
Policy Revised: *07.01.2024*

HASTINGS ISD #200 BOARD REPORT FOR THE MONTH ENDING: June 2024

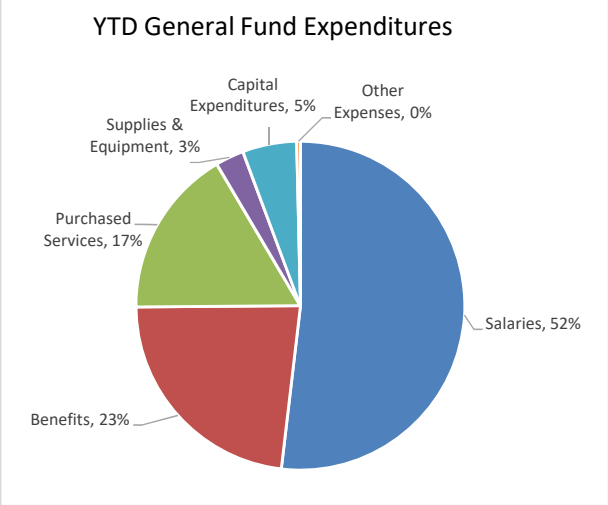
Results are not final; audit entries will be posted.

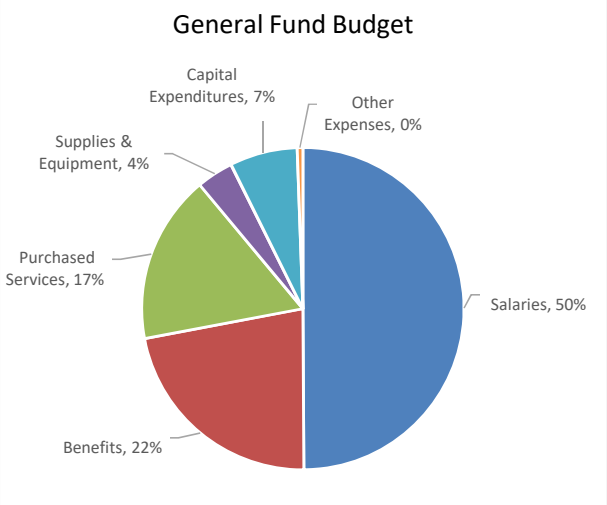
EXPENDITURE TOTALS

	FY 2024 Budget (REV#2)	**Monthly Expenditures	Year-to-Date Expenditures	Remaining Balance	% Spent
General Fund (01)					
100 Salaries	33,508,317	6,587,381	32,345,345	1,162,972	97%
200 Benefits	14,866,318	2,868,845	14,376,244	490,074	97%
300 Purchased Services	11,358,943	1,288,074	10,368,775	990,168	91%
400 Supplies & Equipment	2,476,105	129,731	1,753,470	722,635	71%
500 Capital Expenditures	4,559,335	225,956	3,320,647	1,238,688	73%
800 Other Expenses	383,873	6,983	227,963	155,911	59%
	67,152,892	11,106,970	62,392,443	4,760,449	**93%**
Food Service Fund (02)	3,696,765	379,743	3,212,359	484,406	**87%**
Community Service Fund (04)	2,849,349	379,790	2,816,246	33,103	**99%**
Building Construction Fund (06)	5,009,085	176,696	2,392,562	2,616,523	**48%**
Debt Service Fund (07)	3,871,750	500	3,871,750	0	**100%**
Student Activities Fund (10)	250,000	30,277	213,682	36,318	**85%**
Deferred Accounts-Donations/Misc Fund (11)	640,619	144,644	555,818	84,801	**87%**
Scholarships Fund (12)	120,000	600	121,810	(1,810)	**102%**
Totals	**$83,590,460**	**$12,219,220**	**$75,576,669**	**$8,013,791**	

** Monthly expenditures include payroll, finance and encumbrances.

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





PAYROLL DISBURSEMENTS

Checks & Direct Deposits	6/1/2024	6/30/2024	2,510,608	Pay dates 6/5 and 6/20
Liability Checks & Wires	6/1/2024	6/30/2024	1,760,707	Bd. Share $512,299
Total			**$4,271,315**	

FINANCE DISBURSEMENTS

Checks & Wires	6/1/2024	6/30/2024	1,946,936
Total			**$1,946,936**

SELF-FUNDED INSURANCE

	Revenue YTD	Expenses YTD	YTD Balance
Dental	851,921	632,980	$218,940
Health	10,355,574	9,113,581	$1,241,994

ELECTRONIC FUND TRANSFERS

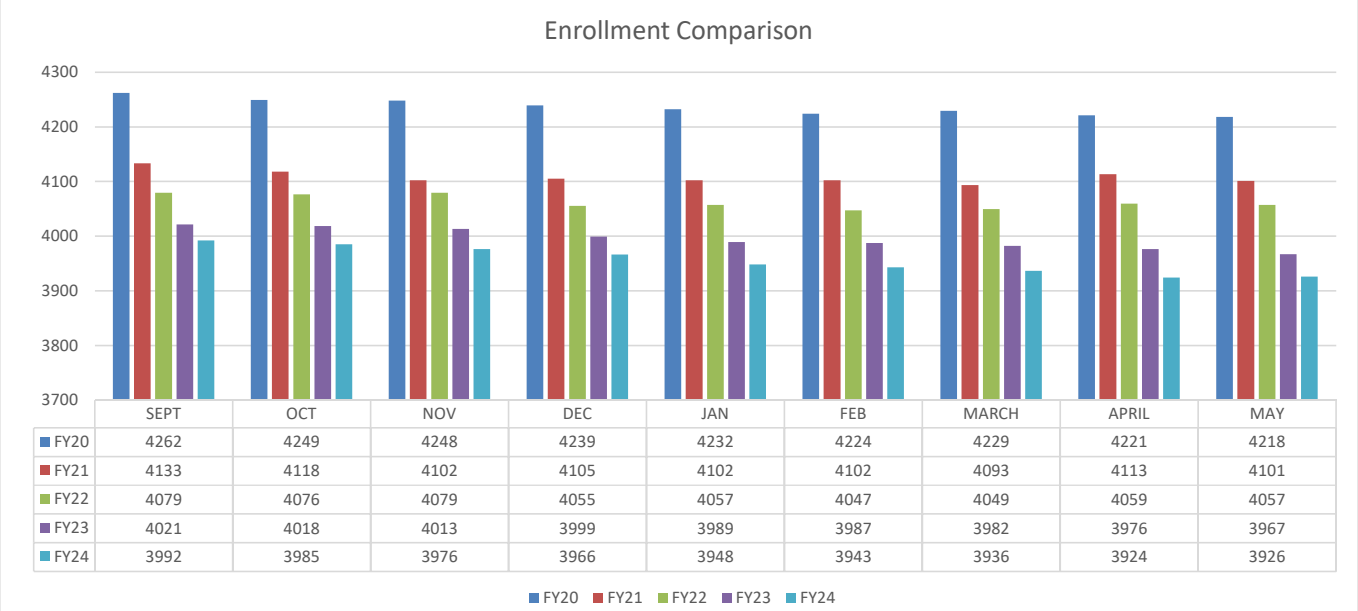
Date	From	To	Amount	Description
6/3/2024	Merchants Bank	MSDLAF General	100,000.00	Local Receipts
6/3/2024	MSDLAF Scholarship	MSDLAF ScholarshipMAX	50,000.00	Exchange
6/5/2024	MSDLAF General	MSDLAF Payroll	2,696,985.11	Payroll
6/5/2024	MSDLAF General	MSDLAF Flex	3,064.35	Payroll
6/7/2024	MSDLAF General	MSDLAF AP	501,127.96	Accounts Payable
6/7/2024	MSDLAF General	MSDLAF Health Self Funded	41,600.11	Health Insurance
6/7/2024	MSDLAF General	MSDLAF Payroll	32,227.01	Payroll
6/10/2024	Merchants Bank	MSDLAF General	50,000.00	Local Receipts
6/13/2024	MSDLAF General	MSDLAF Dental Self Funded	30.00	Dental Insurance
6/14/2024	MSDLAF General	MSDLAF AP	20,494.47	Accounts Payable
6/14/2024	MSDLAF General	MSDLAF AP	885,826.69	Accounts Payable
6/14/2024	Merchants Bank	MSDLAF General	25,000.00	Local Receipts
6/14/2024	MSDLAF General	Vermillion Bank	6,142.70	Local Receipts
6/20/2024	MSDLAF General	MSDLAF Payroll	1,514,210.97	Payroll
6/20/2024	MSDLAF General	MSDLAF Flex	2,577.69	Payroll
6/21/2024	MSDLAF General	MSDLAF AP	348,960.72	Accounts Payable
6/26/2024	MSDLAF General	MSDLAF Payroll	19,807.54	Payroll
6/27/2024	MSDLAF General	MSDLAF Payroll	4,634.78	Payroll
6/28/2024	MSDLAF General	MSDLAF Health Self Funded	23,431.43	Health Insurance
6/28/2024	MSDLAF General	MSDLAF AP	200,250.76	Accounts Payable
6/28/2024	Merchants Bank	MSDLAF General	25,000.00	Local Receipts
6/28/2024	MSDLAF General	MSDLAF Scholarship	2,622.00	Local Receipts
			$6,553,994.29	

ENROLLMENT

GRADE	COUNT
K	256
1	286
2	271
3	289
4	276
5	290
6	308
7	292
8	285
9	347
10	346
11	333
12	347
	3926

SCHOOL	COUNT
HAHS	35
High School	1338
Middle School	1175
Kennedy Elementary	454
Pinecrest Elementary	443
McAuliffe Elementary	481
	3926

Elementary	1378
Middle School	1175
High School/HAHS	1373
Total District	**3926**



	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY
FY20	4262	4249	4248	4239	4232	4224	4229	4221	4218
FY21	4133	4118	4102	4105	4102	4102	4093	4113	4101
FY22	4079	4076	4079	4055	4057	4047	4049	4059	4057
FY23	4021	4018	4013	3999	3989	3987	3982	3976	3967
FY24	3992	3985	3976	3966	3948	3943	3936	3924	3926

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 6/30/2024

Crs Code	Activity Account	Balance 7/1/2023	Receipts	Disbursements	Subtotal (Less Interest)	Interest Earned	Balance 6/30/2024
601	Art Club	**489.27**	5,662.00	5,773.15	378.12	11.1664	**389.29**
608	AVID	**3,024.06**	901.00	472.25	3,452.81	84.4588	**3,537.27**
602	Band	**1,033.95**	29,692.75	18,923.87	11,802.83	266.9076	**12,069.74**
604	Baseball	**242.36**	0.00	242.36	0.00	3.7188	**0.00**
605	Basketball - Boys	**2,249.20**	3,414.00	2,353.40	3,309.80	26.0084	**3,375.11**
609	Choir Tour	**546.42**	5,426.00	4,279.00	1,693.42	19.7834	**1,713.20**
610	Cross Country Running	**74.60**	1,289.00	1,081.12	282.48	7.8446	**290.32**
613	Fellowship Christian Athletes (FCA)	**826.02**	2,573.00	960.23	2,438.79	39.7041	**2,478.49**
614	Football	**1,450.41**	-103.82	1,346.59	0.00	33.3831	**0.00**
615	Gymnastics	**2,531.20**	1,765.00	0.00	4,296.20	80.0403	**4,376.24**
616	French Honor Society (FHS)	**1,716.75**	225.00	529.13	1,412.62	40.6516	**1,453.27**
622	Marching Band	**20,178.35**	61,846.41	45,596.67	36,428.09	425.5959	**36,853.69**
675	**INTEREST EARNED**	**0.00**	4,079.13	0.00	**4,079.13**	-	**0.00**
623	National Honor Society (NHS)	**2,348.30**	10,547.00	10,623.95	2,271.35	85.5991	**2,356.95**
625	Nordic Skiing	**153.60**	1,540.00	1,320.00	373.60	8.9702	**382.57**
626	Orchestra	**271.96**	0.00	0.00	271.96	6.7811	**278.74**
627	Outdoor Club	**0.16**	0.00	0.16	0.00	0.0012	**0.00**
618	Peer Helpers	**37.19**	0.00	19.24	17.95	0.5952	**18.55**
632	Show Choir	**5,978.31**	95,669.66	66,226.40	35,421.57	718.5012	**36,140.07**
643	Soccer - Boys	**286.99**	0.00	286.99	0.00	2.2018	**0.00**
647	Spanish Club	**11,260.05**	5,562.50	10,595.11	6,227.44	271.3848	**6,498.82**
650	Student Council	**59,545.20**	22,886.90	26,097.12	56,334.98	1,443.4255	**57,778.41**
652	Tennis - Boys	**3,190.68**	1,274.00	813.10	3,651.58	81.7429	**3,733.32**
653	Tennis - Girls	**243.27**	1,336.00	678.88	900.39	18.5829	**918.97**
655	Thespians	**601.44**	0.16	49.88	551.72	13.8512	**565.57**
656	Track	**9,549.31**	9,145.00	4,869.00	13,825.31	206.0898	**14,031.40**
654	Ultimate Frisbee	**417.68**	1,035.00	1,437.42	15.26	9.9657	**25.23**
659	Wrestling	**5,229.57**	0.00	4,635.50	594.07	35.0536	**629.12**
665	Middle School Yearbook	**1,557.83**	0.00	1,557.59	0.24	13.7747	**14.01**
666	Middle School Student Council	**5,086.25**	2,525.35	2,913.49	4,698.11	123.3460	**4,821.46**
		140,120.38	**268,291.04**	**213,681.60**	**194,729.82**	**4,079.1300**	**194,729.82**

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

June 2024 Investment Reconciliation - %-104-%

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	BALANCE END OF MONTH
GENERAL FUND - 01	20,000,000.00	10,000,000.00	10,000,000.00	20,000,000.00
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	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00
TOTALS	22,496,000.00	12,000,000.00	12,000,000.00	**22,496,000.00**

RECONCILEMENT OF TREASURER'S BALANCE WITH BANK

DESCRIPTION	BALANCE PER BANK STATEMENT	OTHER RECONCILING ITEMS	BALANCE PER TREASURER'S BOOKS
Certificates of Deposit - MSDLAF - General	0.00	0.00	0.00
Term - MSDLAF - General	20,000,000.00	0.00	20,000,000.00
Term - MSDLAF - Bond	0.00	0.00	0.00
Managed Account - MSDLAF - Bond	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	22,496,000.00	0.00	**22,496,000.00**

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

June 2024 Bank Reconciliation

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	BALANCE END OF MONTH
GENERAL FUND- 01	18,161,950.25	7,728,524.03	(9,394,509.94)	16,495,964.34
FOOD SERVICE FUND - 02	791,384.58	310,857.92	(183,225.23)	919,017.27
COMMUNITY ED - 04	646,072.00	141,737.37	(31,603.29)	756,206.08
BUILDING CONSTRUCTION - 06	2,829,013.16	11,913.25	(171,695.64)	2,669,230.77
DEBT REDEMPTION - 07	17,512,939.47	0.00	1,810,295.04	19,323,234.51
STUDENT ACTIVITY FUND -10	185,841.63	39,153.73	(30,265.54)	194,729.82
DEFERRED ACCOUNTS - 11	672,576.74	58,227.86	(104,246.68)	626,557.92
SCHOLARSHIP - 12	260,449.98	3,738.95	(600.00)	263,588.93
TRUST - 18	62,465.79	0.00	83.61	62,549.40
DENTAL SELF FUNDED - 20	825,454.01	3,471.98	86,526.78	915,452.77
HEALTH SELF FUNDED -21	2,118,766.73	325,923.21	589,174.74	3,033,864.68
OPEB PERA/CE TRUST - 45	6,330,837.53	0.00	27,197.22	6,358,034.75
TOTALS	50,397,751.87	8,623,548.30	(7,402,868.93)	**51,618,431.24**

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	60,836.19	0.00	2,045.10	52.71	62,934.00
MSDLAF AP	427,901.81	(310,353.23)	0.00	0.00	117,548.58
MSDLAF Payroll	118,428.68	(17,694.08)	0.00	0.00	100,734.60
MSDLAF Scholarship	263,588.93	0.00	0.00	0.00	263,588.93
MSDLAF General	24,358,513.82	0.00	26,189.31	189.90	24,384,893.03
MSDLAF Flex	83,176.10	0.00	0.00	0.00	83,176.10
MSDLAF Dental Self Funded	808,829.45	(20,765.99)	0.00	0.00	788,063.46
MSDLAF Health Self Funded	1,296,050.27	0.00	0.00	0.00	1,296,050.27
MSDLAF Bond Proceeds	2,678,050.77	(8,820.00)	0.00	0.00	2,669,230.77
Vermillion Bank	175,877.62	(2,607.59)	0.00	0.00	173,270.03
MidAmerica - CE Trust	62,549.40	0.00	0.00	0.00	62,549.40
OPEB PERA/CE Trust Account	6,359,237.25	0.00	0.00	0.00	6,359,237.25
US Bank Escrow	15,257,154.82	0.00	0.00	0.00	15,257,154.82
TREASURER'S BALANCE	51,950,195.11	(360,240.89)	28,234.41	242.61	**51,618,431.24**

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	P412MB	107333		Wire	1	10229		MERCHANTS BANK FEES	C Corporation	No	Yes	No	06/14/2024	79.23
												Bank Total:		$79.23
USAP	P412A	107180		Wire	1	11387		AMAZON CAPITAL SERVICES, INC	C Corporation	No	Yes	No	06/07/2024	19,355.45
USAP	P41215	107236		Wire	1	10920		AFFINETY - MERCH BANK FEES (WIRE)	S Corporation	No	Yes	No	06/14/2024	2,384.43
USAP	P41215	107237		Wire	1	2976		SALES TAX (MN DEPT REVENUE)	Other	No	Yes	No	06/14/2024	87.00
USAP	P41215	107238		Wire	1	9935		ELEYO FEES	S Corporation	No	Yes	No	06/14/2024	5,002.18
USAP	P412B	107338		Wire	1	9557		BMO HARRIS BANK NA	C Corporation	No	Yes	No	06/20/2024	41,566.98
USAP	P41230	107432		Wire	1	3167		MSDLAF BANK FEES	Other	No	Yes	No	06/28/2024	126.44
USAP	P41230	107433		Wire	1	9860		MINNESOTA STATE RETIREMENT SYST	Other	No	No	No	06/28/2024	62,370.80
USAP	P41201	107187	834973	Check	1	11718	R11	AMANDA MCINDOO		Yes	Yes	No	06/07/2024	3.99
USAP	P41201	107184	834974	Check	1	11558		BATAGLIA, KATHERINE		Yes	Yes	No	06/07/2024	38.86
USAP	P41201	107192	834975	Check	1	11897		BEARD, KAREN		Yes	Yes	No	06/07/2024	135.31
USAP	P41201	107182	834976	Check	1	10946	R1	BIMBO BAKERIES USA	C Corporation	Yes	Yes	No	06/07/2024	1,077.31
USAP	P41201	107196	834977	Check	1	11958		CORINNE MILLER		Yes	No	No	06/07/2024	95.69
USAP	P41201	107213	834978	Check	1	6745		CULLIGAN OF STILLWATER	S Corporation	Yes	Yes	No	06/07/2024	447.55
USAP	P41201	107219	834979	Check	1	8840		DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	Yes	No	06/07/2024	59.90
USAP	P41201	107222	834980	Check	1	9411		ELLSON, NICOLE		Yes	Yes	No	06/07/2024	264.50
USAP	P41201	107214	834981	Check	1	7322	R1	FERGUSON ENTERPRISES	C Corporation	Yes	Yes	No	06/07/2024	1,501.38
USAP	P41201	107216	834982	Check	1	8387		FISCHER, JANE		Yes	Yes	No	06/07/2024	167.07
USAP	P41201	107197	834983	Check	1	11959		GAME SHOW BATTLE ROOMS	LLC - S Corp	Yes	Yes	No	06/07/2024	489.30
USAP	P41201	107220	834984	Check	1	9123		GOODHUE COUNTY ED DISTRICT 6051	Other	Yes	Yes	No	06/07/2024	22,113.90
USAP	P41201	107210	834985	Check	1	3030		GROTH MUSIC	S Corporation	Yes	Yes	No	06/07/2024	511.00
USAP	P41201	107186	834986	Check	1	11701		HARRIS, BRIGGAN		Yes	No	No	06/07/2024	207.88
USAP	P41201	107212	834987	Check	1	5535		HENNING, ANNE		Yes	No	No	06/07/2024	138.72
USAP	P41201	107185	834988	Check	1	11582		HEWITT, SARA		Yes	Yes	No	06/07/2024	102.37
USAP	P41201	107221	834989	Check	1	9329		HOMETOWN ACE HARDWARE	S Corporation	Yes	Yes	No	06/07/2024	783.40
USAP	P41201	107199	834990	Check	1	1679	R1	J.W. PEPPER & SON INC	S Corporation	Yes	Yes	No	06/07/2024	2.00
USAP	P41201	107183	834991	Check	1	11315		LAVOLD, MARIAH		Yes	Yes	No	06/07/2024	50.25
USAP	P41201	107194	834992	Check	1	11949		LAWRENCE, ABBRIEL		Yes	No	No	06/07/2024	177.63
USAP	P41201	107181	834993	Check	1	1068		MCBRIDE , KATIE		Yes	Yes	No	06/07/2024	123.29
USAP	P41201	107189	834994	Check	1	11754		MCDONALD, ERIKA		Yes	No	No	06/07/2024	128.00
USAP	P41201	107190	834995	Check	1	11760		MCSAS PRODUCTIONS LLC	Ind/Sole Proprietor	Yes	No	No	06/07/2024	500.00
USAP	P41201	107200	834996	Check	1	1988		MINNESOTA HISTORICAL SOCIETY	C Corporation	Yes	Yes	No	06/07/2024	890.00
USAP	P41201	107211	834997	Check	1	3917	R1	MINNESOTA UI FUND	Other	Yes	Yes	No	06/07/2024	4,603.08
USAP	P41201	107217	834998	Check	1	8687	R2	MN INSURANCE SCHOLASTIC TRUST	Other	Yes	Yes	No	06/07/2024	429,159.10
USAP	P41201	107215	834999	Check	1	7883	R1	NAC MECHANICAL & ELECRICAL SERV	S Corporation	Yes	Yes	No	06/07/2024	8,270.57
USAP	P41201	107193	835000	Check	1	11947		NEWTON, SAMANTHA		Yes	No	No	06/07/2024	134.01
USAP	P41201	107188	835001	Check	1	11740		PRAIRIE FARMS - WOODBOURY, MN	C Corporation	Yes	Yes	No	06/07/2024	9,390.66

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	P41201	107191	835002	Check	1	11776		REARDON, JOSEPH		Yes	Yes	No	06/07/2024	132.59
USAP	P41201	107201	835003	Check	1	2275		RENT & SAVE	S Corporation	Yes	Yes	No	06/07/2024	647.00
USAP	P41201	107209	835004	Check	1	2819		REPUBLIC SERVICES #923	C Corporation	Yes	Yes	No	06/07/2024	11,107.15
USAP	P41201	107223	835005	Check	1	9820		RESURRECTION UNITED METHODIST	C Corporation	Yes	Yes	No	06/07/2024	300.00
USAP	P41201	107202	835006	Check	1	2347	R1	SCHOLASTIC BOOK FAIRS	C Corporation	Yes	Yes	No	06/07/2024	2,107.86
USAP	P41201	107203	835007	Check	1	2366		SCIENCE MUSEUM OF MN	Other	Yes	Yes	No	06/07/2024	1,443.00
USAP	P41201	107218	835008	Check	1	8776		STAARS PROGRAM PETTY CASH FUNI		Yes	Yes	No	06/07/2024	99.82
USAP	P41201	107204	835009	Check	1	2519		TEAM SPORTING GOODS	S Corporation	Yes	Yes	No	06/07/2024	249.90
USAP	P41201	107195	835010	Check	1	11953		TFORCE FREIGHT		Yes	Yes	No	06/07/2024	1,135.80
USAP	P41201	107205	835011	Check	1	2544		THRUSH, LAURIE		Yes	Yes	No	06/07/2024	250.00
USAP	P41201	107206	835012	Check	1	2546		TK ELEVATOR CORPORATION	C Corporation	Yes	Yes	No	06/07/2024	648.09
USAP	P41201	107207	835013	Check	1	2559		TRIO SUPPLY	C Corporation	Yes	Yes	No	06/07/2024	29.53
USAP	P41201	107208	835014	Check	1	2563		TROPHIES PLUS	Ind/Sole Proprietor	Yes	Yes	No	06/07/2024	110.50
USAP	P41201	107198	835015	Check	1	1280		UNITED RENTALS (NORTH AMERICA) I	C Corporation	Yes	Yes	No	06/07/2024	1,300.00
USAP	P41215	107249	835016	Check	1	10919	R1	ARVIG	S Corporation	Yes	Yes	No	06/14/2024	1,205.95
USAP	P41215	107307	835017	Check	1	3155		BEHNKE, RON		Yes	Yes	No	06/14/2024	27.47
USAP	P41215	107250	835018	Check	1	10946	R1	BIMBO BAKERIES USA	C Corporation	Yes	Yes	No	06/14/2024	558.21
USAP	P41215	107265	835019	Check	1	11737		BURNN BOILER & MECHANICAL	S Corporation	Yes	Yes	No	06/14/2024	22,427.00
USAP	P41215	107240	835020	Check	1	10128		CAN CAN WONDERLAND	S Corporation	Yes	No	No	06/14/2024	150.00
USAP	P41215	107279	835021	Check	1	1204	R1	CARPENTER ST. CROIX VALLEY NATUI	C Corporation	Yes	No	No	06/14/2024	450.00
USAP	P41215	107251	835022	Check	1	10968		CHANDLER, EMILY		Yes	No	No	06/14/2024	92.86
USAP	P41215	107328	835023	Check	1	8581		CIRILLO, MOLLY		Yes	Yes	No	06/14/2024	339.76
USAP	P41215	107280	835024	Check	1	1235		CITY OF HASTINGS	Other	Yes	Yes	No	06/14/2024	6,418.95
USAP	P41215	107329	835025	Check	1	8741		CLARK, JAMIE		Yes	Yes	No	06/14/2024	136.12
USAP	P41215	107311	835026	Check	1	4073	R3	COLLEGE BOARD	C Corporation	Yes	Yes	No	06/14/2024	24,428.00
USAP	P41215	107241	835027	Check	1	10245		CSTMN LLC	LLC - S Corp	Yes	Yes	No	06/14/2024	4,832.13
USAP	P41215	107256	835028	Check	1	11584		DASH SPORTS LLC	LLC - S Corp	Yes	Yes	No	06/14/2024	3,204.00
USAP	P41215	107330	835029	Check	1	8840		DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	Yes	No	06/14/2024	1,166.01
USAP	P41215	107247	835030	Check	1	10860		DEPARTMENT OF TRANSPORTATION	Other	Yes	Yes	No	06/14/2024	743.00
USAP	P41215	107252	835031	Check	1	10980		DRUSZCZAK, PHIL		Yes	No	No	06/14/2024	259.99
USAP	P41215	107318	835032	Check	1	6190	R2	EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	Yes	Yes	No	06/14/2024	553.57
USAP	P41215	107324	835033	Check	1	7631		EF EDUCATIONAL TOURS	C Corporation	Yes	Yes	No	06/14/2024	281.63
USAP	P41215	107273	835034	Check	1	11951		FARMINGTON LANES		Yes	Yes	No	06/14/2024	140.00
USAP	P41215	107321	835035	Check	1	7322	R1	FERGUSON ENTERPRISES	C Corporation	Yes	Yes	No	06/14/2024	39.98
USAP	P41215	107274	835036	Check	1	11952		FERGUSON, AIMEE		Yes	No	No	06/14/2024	131.57
USAP	P41215	107268	835037	Check	1	11765		FLOURISH CONSULTING LLC	LLC - S Corp	Yes	Yes	No	06/14/2024	5,500.00
USAP	P41215	107327	835038	Check	1	8293		GANRUD, PATRICIA		Yes	Yes	No	06/14/2024	33.41
USAP	P41215	107317	835039	Check	1	6189		GLOVER, GALE		Yes	No	No	06/14/2024	21.22
USAP	P41215	107255	835040	Check	1	11220		GOPHERMODS LLC	S Corporation	Yes	Yes	No	06/14/2024	258.00

HASTINGS PUBLIC SCHOOLS
Payment Reg by Bank and Check

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USAP	P41215	107282	835041	Check	1	1482		GRAINGER, W.W..	C Corporation	Yes	Yes	No	06/14/2024	1,601.01
USAP	P41215	107283	835042	Check	1	1483		GRAPHIC DESIGN INC	S Corporation	Yes	Yes	No	06/14/2024	1,772.00
USAP	P41215	107310	835043	Check	1	3721		GRASP	Other	Yes	Yes	No	06/14/2024	1,570.00
USAP	P41215	107303	835044	Check	1	3030		GROTH MUSIC	S Corporation	Yes	Yes	No	06/14/2024	19.78
USAP	P41215	107313	835045	Check	1	4980		HANSON, TRENT		Yes	Yes	No	06/14/2024	423.89
USAP	P41215	107262	835046	Check	1	11718	R13	HEALTHER MOLITOR		Yes	No	No	06/14/2024	15.00
USAP	P41215	107284	835047	Check	1	1582		HILLYARD INC-MINNEAPOLIS	C Corporation	Yes	Yes	No	06/14/2024	823.57
USAP	P41215	107246	835048	Check	1	10645		HOFMEISTER, KRISTEN		Yes	Yes	No	06/14/2024	142.98
USAP	P41215	107242	835049	Check	1	10420		HOPE ENGLISH-SPANISH INTERPRETE	Ind/Sole Proprietor	Yes	No	No	06/14/2024	2,417.00
USAP	P41215	107285	835050	Check	1	1610		HOWD, CAROL		Yes	No	No	06/14/2024	76.71
USAP	P41215	107270	835051	Check	1	11943		IMPERIAL DADE	Ind/Sole Proprietor	Yes	Yes	No	06/14/2024	4,954.08
USAP	P41215	107308	835052	Check	1	3584		INFOPRO LEGAL RESOURCES INC	C Corporation	Yes	Yes	No	06/14/2024	4,812.50
USAP	P41215	107325	835053	Check	1	7721	R3	INNOVATIVE OFFICE SOLUTIONS	LLC - Partnership	Yes	Yes	No	06/14/2024	3,353.15
USAP	P41215	107315	835054	Check	1	5783		INTERMEDIA SYSTEMS GROUP LLC	Ind/Sole Proprietor	Yes	Yes	No	06/14/2024	1,000.00
USAP	P41215	107286	835055	Check	1	1665		INTERMEDIATE SCHOOL DIST 917	Other	Yes	Yes	No	06/14/2024	6,831.40
USAP	P41215	107259	835056	Check	1	11717	R12	JANICE JESME		Yes	Yes	No	06/14/2024	40.00
USAP	P41215	107264	835057	Check	1	11726		JOHNSON, STEFANIE		Yes	No	No	06/14/2024	33.03
USAP	P41215	107320	835058	Check	1	6681		KENNEDY & GRAVEN, CHARTERD	C Corporation	Yes	Yes	No	06/14/2024	1,650.00
USAP	P41215	107305	835059	Check	1	3071		KENNEDY PETTY CASH ACCOUNT		Yes	Yes	No	06/14/2024	486.28
USAP	P41215	107316	835060	Check	1	5991		KIRK, MICHELLE		Yes	Yes	No	06/14/2024	617.20
USAP	P41215	107331	835061	Check	1	9459	R1	KONICA MINOLTA/LOFFLER	C Corporation	Yes	No	No	06/14/2024	2,054.00
USAP	P41215	107287	835062	Check	1	1799	R1	LAKESHORE LEARNING MATERIALS	S Corporation	Yes	Yes	No	06/14/2024	631.35
USAP	P41215	107332	835063	Check	1	9776	R1	LOFFLER COMPANIES	S Corporation	Yes	Yes	No	06/14/2024	2,012.00
USAP	P41215	107288	835064	Check	1	1863		MACKIN EDUCATIONAL RESOURCES	S Corporation	Yes	Yes	No	06/14/2024	2,342.29
USAP	P41215	107306	835065	Check	1	3072		MCAULIFFE PETTY CASH ACCOUNT		Yes	Yes	No	06/14/2024	487.42
USAP	P41215	107289	835066	Check	1	1942		MENARDS	S Corporation	Yes	Yes	No	06/14/2024	117.51
USAP	P41215	107290	835067	Check	1	1977		MINNESOTA COACHES INC	S Corporation	Yes	Yes	No	06/14/2024	641,739.11
USAP	P41215	107291	835068	Check	1	1982		MINNESOTA DEPT. OF HEALTH	Other	Yes	Yes	No	06/14/2024	20.00
USAP	P41215	107292	835069	Check	1	1988		MINNESOTA HISTORICAL SOCIETY	C Corporation	Yes	No	No	06/14/2024	576.00
USAP	P41215	107244	835070	Check	1	10500	R4	MRI SOFTWARE LLC	LLC - Partnership	Yes	Yes	No	06/14/2024	10.00
USAP	P41215	107275	835071	Check	1	11954	R1	MUSEUM OF ILLUSIONS - MINNESOTA	C Corporation	Yes	No	No	06/14/2024	239.68
USAP	P41215	107293	835072	Check	1	2054		NARDINI FIRE EQUIPMENT	LLC - Partnership	Yes	Yes	No	06/14/2024	8,447.41
USAP	P41215	107294	835073	Check	1	2055	R2	NASCO	C Corporation	Yes	Yes	No	06/14/2024	204.08
USAP	P41215	107239	835074	Check	1	10019	R1	NCS PEARSON INC	C Corporation	Yes	Yes	No	06/14/2024	945.00
USAP	P41215	107267	835075	Check	1	11749		NOBLE CONSERVATION SOLUTIONS	LLC - Partnership	Yes	Yes	No	06/14/2024	24,419.80
USAP	P41215	107260	835076	Check	1	11718	R10	PAIGE BLESI		Yes	No	No	06/14/2024	3.99
USAP	P41215	107271	835077	Check	1	11944	R1	PEARSON	C Corporation	Yes	Yes	No	06/14/2024	200.00
USAP	P41215	107253	835078	Check	1	11186	R2	PERFORMANCE FOOD SERVICE	C Corporation	Yes	Yes	No	06/14/2024	1,281.00
USAP	P41215	107248	835079	Check	1	10879	R1	POWERSCHOOL GROUP LLC	LLC - Partnership	Yes	Yes	No	06/14/2024	47,252.30

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	P41215	107266	835080	Check	1	11740		PRAIRIE FARMS - WOODBOURY, MN	C Corporation	Yes	Yes	No	06/14/2024	2,849.81
USAP	P41215	107314	835081	Check	1	5123		RED BALLOON BOOKSHOP	LLC - S Corp	Yes	Yes	No	06/14/2024	655.40
USAP	P41215	107277	835082	Check	1	11956		RED WING ARTS	Other	Yes	Yes	No	06/14/2024	100.00
USAP	P41215	107295	835083	Check	1	2266		REGION 3AA	C Corporation	Yes	Yes	No	06/14/2024	745.00
USAP	P41215	107326	835084	Check	1	7918		RIESTER REFRIGERATION	S Corporation	Yes	Yes	No	06/14/2024	287.00
USAP	P41215	107245	835085	Check	1	10576	R1	RIVERSIDE INSIGHTS	LLC - Partnership	Yes	Yes	No	06/14/2024	10,215.00
USAP	P41215	107278	835086	Check	1	11957		RUMLEY, MORGAN		Yes	No	No	06/14/2024	29.24
USAP	P41215	107281	835087	Check	1	1480		RYAN & GORDYS GLASS INC	S Corporation	Yes	Yes	No	06/14/2024	344.78
USAP	P41215	107302	835088	Check	1	3023	R1	SAFETY-KLEEN SYSTEMS	C Corporation	Yes	Yes	No	06/14/2024	1,396.89
USAP	P41215	107257	835089	Check	1	11587		SAFEWAY DRIVING SCHOOL	C Corporation	Yes	Yes	No	06/14/2024	1,080.00
USAP	P41215	107301	835090	Check	1	2850	R1	SCHOOL SPECIALTY	C Corporation	Yes	Yes	No	06/14/2024	2,147.83
USAP	P41215	107296	835091	Check	1	2366		SCIENCE MUSEUM OF MN	Other	Yes	Yes	No	06/14/2024	515.00
USAP	P41215	107276	835092	Check	1	11955		SEA LIFE MINNESOTA LLC	LLC - C Corp	Yes	No	No	06/14/2024	77.00
USAP	P41215	107304	835093	Check	1	3069		SENIOR HIGH PETTY CASH		Yes	Yes	No	06/14/2024	700.85
USAP	P41215	107309	835094	Check	1	3611		SHELDON THEATER		Yes	No	No	06/14/2024	99.00
USAP	P41215	107297	835095	Check	1	2387		SHERWIN WILLIAMS CO	C Corporation	Yes	Yes	No	06/14/2024	199.12
USAP	P41215	107254	835096	Check	1	11196	R1	SHRED IT USA - C/O STERICYCLE INC.	C Corporation	Yes	Yes	No	06/14/2024	100.91
USAP	P41215	107272	835097	Check	1	11948		SMITH, ALYSSA		Yes	No	No	06/14/2024	75.62
USAP	P41215	107263	835098	Check	1	11724		SQUIRES, WALDSPURGER & MACE P.A	C Corporation	Yes	Yes	No	06/14/2024	660.00
USAP	P41215	107298	835099	Check	1	2465		STATE SUPPLY CO INC	S Corporation	Yes	Yes	No	06/14/2024	151.21
USAP	P41215	107312	835100	Check	1	4405	R1	STEP SAVER INC	S Corporation	Yes	Yes	No	06/14/2024	182.78
USAP	P41215	107319	835101	Check	1	6662		THE LAMPO	LLC - S Corp	Yes	Yes	No	06/14/2024	13,100.00
USAP	P41215	107322	835102	Check	1	7351		TOAY, GRETCHEN	Ind/Sole Proprietor	Yes	Yes	No	06/14/2024	130.00
USAP	P41215	107261	835103	Check	1	11718	R12	TONYA STEARNS		Yes	No	No	06/14/2024	99.00
USAP	P41215	107299	835104	Check	1	2559		TRIO SUPPLY	C Corporation	Yes	Yes	No	06/14/2024	604.95
USAP	P41215	107300	835105	Check	1	2567		U.S. BANK	C Corporation	Yes	Yes	No	06/14/2024	500.00
USAP	P41215	107323	835106	Check	1	7490		UNIVERSITY LANGUAGE CTR INC	C Corporation	Yes	No	No	06/14/2024	211.49
USAP	P41215	107269	835107	Check	1	11939	R1	VIRTU CORPORATION	C Corporation	Yes	Yes	No	06/14/2024	1,428.00
USAP	P41215	107243	835108	Check	1	10452		WAYNE PETERSON ENTERPRISES	S Corporation	Yes	Yes	No	06/14/2024	2,411.50
USAP	P41215	107258	835109	Check	1	11649		YOGA BY THERESA	LLC - S Corp	Yes	Yes	No	06/14/2024	60.00
USAP	P41202	107341	835110	Check	1	10142		ALLSTREAM	LLC - C Corp	Yes	Yes	No	06/21/2024	19,500.00
USAP	P41202	107352	835111	Check	1	11453		ANDERSON, JASON OR ERICKA		Yes	Yes	No	06/21/2024	1,000.00
USAP	P41202	107366	835112	Check	1	11485		ANDERSON, LISA		Yes	No	No	06/21/2024	250.00
USAP	P41202	107349	835113	Check	1	11161		BENCO EQUIPMENT	C Corporation	Yes	Yes	No	06/21/2024	425.00
USAP	P41202	107393	835114	Check	1	7937		BROTHERS FIRE PROTECTION CO	C Corporation	Yes	Yes	No	06/21/2024	9,265.18
USAP	P41202	107365	835115	Check	1	11478		BROWN, JASON OR LISA		Yes	No	No	06/21/2024	250.00
USAP	P41202	107396	835116	Check	1	8681		CANVAS HEALTH	C Corporation	Yes	Yes	No	06/21/2024	6,153.77
USAP	P41202	107353	835117	Check	1	11454		CAVNESS, BRANDON OR AMANDA		Yes	No	No	06/21/2024	250.00
USAP	P41202	107386	835118	Check	1	6081		CINDY'S FLORAL CREATIONS	Ind/Sole Proprietor	Yes	No	No	06/21/2024	200.00

HASTINGS PUBLIC SCHOOLS
Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
USAP	P41202	107373	835119	Check	1	11965		CLARK, JULIE OR DANIEL		Yes	Yes	No	06/21/2024	250.00
USAP	P41202	107375	835120	Check	1	1240		CLIMB THEATRE INC.	Other	Yes	No	No	06/21/2024	1,300.00
USAP	P41202	107376	835121	Check	1	1257		COMPUTER INTEGRATION TECHNOLO	S Corporation	Yes	Yes	No	06/21/2024	675.00
USAP	P41202	107383	835122	Check	1	3055		CONTINENTAL CLAY COMPANY	C Corporation	Yes	Yes	No	06/21/2024	2,171.19
USAP	P41202	107374	835123	Check	1	11966		DEANE, BRYAN OR MICAELA		Yes	No	No	06/21/2024	250.00
USAP	P41202	107359	835124	Check	1	11460		EWING, KYLE OR CEARA		Yes	No	No	06/21/2024	250.00
USAP	P41202	107387	835125	Check	1	6189		GLOVER, GALE		Yes	No	No	06/21/2024	9.92
USAP	P41202	107356	835126	Check	1	11457		HAHM, RACHEL OR JOEL		Yes	Yes	No	06/21/2024	250.00
USAP	P41202	107351	835127	Check	1	11176		HASTINGS GOLF CLUB	S Corporation	Yes	No	No	06/21/2024	5,580.00
USAP	P41202	107358	835128	Check	1	11459		HAUKEDAHL, SETH OR MINDY		Yes	No	No	06/21/2024	500.00
USAP	P41202	107354	835129	Check	1	11455		HAVEMEIER, LEE OR HEIDI		Yes	Yes	No	06/21/2024	250.00
USAP	P41202	107395	835130	Check	1	8667		HOWELL, MARK OR JENNIFER		Yes	No	No	06/21/2024	250.00
USAP	P41202	107398	835131	Check	1	9202	R1	INFINITE CAMPUS, INC.	S Corporation	Yes	Yes	No	06/21/2024	59,604.75
USAP	P41202	107392	835132	Check	1	7721	R3	INNOVATIVE OFFICE SOLUTIONS	LLC - Partnership	Yes	No	No	06/21/2024	1,621.14
USAP	P41202	107377	835133	Check	1	1665		INTERMEDIATE SCHOOL DIST 917	Other	Yes	Yes	No	06/21/2024	914.87
USAP	P41202	107378	835134	Check	1	1679	R1	J.W. PEPPER & SON INC	S Corporation	Yes	No	No	06/21/2024	5.00
USAP	P41202	107361	835135	Check	1	11462		JOHNSON, TONY		Yes	No	No	06/21/2024	250.00
USAP	P41202	107370	835136	Check	1	11722		KRUSE, RANDALL		Yes	Yes	No	06/21/2024	250.00
USAP	P41202	107343	835137	Check	1	10552		LEE, CODY OR WENDY		Yes	No	No	06/21/2024	500.00
USAP	P41202	107371	835138	Check	1	11934		LIBERTY, ADRIAN	Ind/Sole Proprietor	Yes	Yes	No	06/21/2024	1,500.00
USAP	P41202	107368	835139	Check	1	11710		MARIA OR PAUL JOHNSTON		Yes	No	No	06/21/2024	250.00
USAP	P41202	107369	835140	Check	1	11721		MCLAY, KASHA OR JOSH		Yes	Yes	No	06/21/2024	250.00
USAP	P41202	107350	835141	Check	1	11175		METCALF, MELISSA		Yes	Yes	No	06/21/2024	250.00
USAP	P41202	107384	835142	Check	1	3150		MIDDLE SCHOOL PETTY CASH FUND		Yes	Yes	No	06/21/2024	23.13
USAP	P41202	107390	835143	Check	1	7494		MIDWEST SPECIAL INSTRUMENTS	S Corporation	Yes	No	No	06/21/2024	929.00
USAP	P41202	107360	835144	Check	1	11461		MILDEBRANDT, KATHLEEN OR PAUL		Yes	No	No	06/21/2024	500.00
USAP	P41202	107379	835145	Check	1	1977		MINNESOTA COACHES INC	S Corporation	Yes	Yes	No	06/21/2024	85,905.95
USAP	P41202	107380	835146	Check	1	1988		MINNESOTA HISTORICAL SOCIETY	C Corporation	Yes	No	No	06/21/2024	48.73
USAP	P41202	107367	835147	Check	1	11487		NEUMAN, JOSEPH OR JULIE		Yes	Yes	No	06/21/2024	250.00
USAP	P41202	107344	835148	Check	1	10721	R4	NORTHFIELD SOLAR LLC	LLC - Partnership	Yes	No	No	06/21/2024	38,126.49
USAP	P41202	107362	835149	Check	1	11464		PARKS, RICHARD OR MONICA		Yes	Yes	No	06/21/2024	500.00
USAP	P41202	107402	835150	Check	1	9853		PEDERSEN, KARL OR ANGELA		Yes	Yes	No	06/21/2024	500.00
USAP	P41202	107394	835151	Check	1	8300		PELTIER, DANIEL		Yes	No	No	06/21/2024	250.00
USAP	P41202	107364	835152	Check	1	11466		POEPL, JACOB OR MEGAN		Yes	Yes	No	06/21/2024	750.00
USAP	P41202	107342	835153	Check	1	10201		POEPL, JIM		Yes	Yes	No	06/21/2024	1,000.00
USAP	P41202	107355	835154	Check	1	11456		PRETTYMAN, ANNA		Yes	No	No	06/21/2024	1,000.00
USAP	P41202	107399	835155	Check	1	9415		RIVER CITY STITCH	S Corporation	Yes	No	No	06/21/2024	2,284.10
USAP	P41202	107385	835156	Check	1	4344		ROWAN, MARY		Yes	No	No	06/21/2024	20.50
USAP	P41202	107400	835157	Check	1	9439		SCHERPING, ROSS OR KATIE		Yes	Yes	No	06/21/2024	750.00

HASTINGS PUBLIC SCHOOLS
Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
USAP	P41202	107403	835158	Check	1	9859		SEBION, KELLY		Yes	Yes	No	06/21/2024	250.00
USAP	P41202	107381	835159	Check	1	2388	R1	SHIFFLER EQUIPMENT SALES INC	S Corporation	Yes	No	No	06/21/2024	145.47
USAP	P41202	107372	835160	Check	1	11964	R1	SICO AMERICA INC	C Corporation	Yes	Yes	No	06/21/2024	777.12
USAP	P41202	107357	835161	Check	1	11458		SIMONES, PETER OR LUCY		Yes	Yes	No	06/21/2024	500.00
USAP	P41202	107382	835162	Check	1	2445		ST. JOHN THE BAPTIST SCHOOL	Other	Yes	No	No	06/21/2024	5,241.84
USAP	P41202	107363	835163	Check	1	11465		STEWART, JOSEPH OR MINDY		Yes	No	No	06/21/2024	1,000.00
USAP	P41202	107397	835164	Check	1	9030		STRAKA, RYAN		Yes	No	No	06/21/2024	500.00
USAP	P41202	107401	835165	Check	1	9843		STROMMEN, MIKE OR JULIE		Yes	No	No	06/21/2024	250.00
USAP	P41202	107347	835166	Check	1	10898	R1	SYMMETRY ENERGY SOLUTIONS	LLC - Partnership	Yes	No	No	06/21/2024	1,218.73
USAP	P41202	107388	835167	Check	1	6515		TYLER TECHNOLOGIES INC	C Corporation	Yes	Yes	No	06/21/2024	2,083.33
USAP	P41202	107389	835168	Check	1	7490		UNIVERSITY LANGUAGE CTR INC	C Corporation	Yes	No	No	06/21/2024	202.11
USAP	P41202	107345	835169	Check	1	10722	R4	WALCOTT SOLAR LLC	LLC - Partnership	Yes	No	No	06/21/2024	16,984.17
USAP	P41202	107346	835170	Check	1	10723	R4	WARSAW SOLAR LLC	LLC - Partnership	Yes	No	No	06/21/2024	19,987.27
USAP	P41202	107348	835171	Check	1	11158		WEBER, ASHLEY		Yes	Yes	No	06/21/2024	250.00
USAP	P41202	107391	835172	Check	1	7702		ZIETLOW, ROSEMARIE OR ROBERT		Yes	Yes	No	06/21/2024	250.00
USAP	P41230	107503	835173	Check	1	9488		ALLIED BLACKTOP COMPANY	S Corporation	Yes	No	No	06/28/2024	3,525.00
USAP	P41230	107469	835174	Check	1	11894		AMERICAN ENVIRONMENTAL LLC	LLC - S Corp	Yes	No	No	06/28/2024	4,580.00
USAP	P41230	107494	835175	Check	1	7780		AMIOT SCHOLASTIC RECOGNITION IN	S Corporation	Yes	No	No	06/28/2024	9,594.50
USAP	P41230	107443	835176	Check	1	11571	R1	BLUUM OF MINNESOTA LLC	LLC - C Corp	Yes	No	No	06/28/2024	4,860.00
USAP	P41230	107448	835177	Check	1	11719	R17	CATHERINE PATTON		Yes	No	No	06/28/2024	16.35
USAP	P41230	107486	835178	Check	1	3748		CENTERPOINT ENERGY	C Corporation	Yes	No	No	06/28/2024	5,665.46
USAP	P41230	107491	835179	Check	1	7295		CENTURYLINK	C Corporation	Yes	No	No	06/28/2024	167.39
USAP	P41230	107492	835180	Check	1	7332		CENTURYLINK	C Corporation	Yes	No	No	06/28/2024	3,626.06
USAP	P41230	107438	835181	Check	1	10556	R1	CONQUER NINJA GYMS	LLC - Partnership	Yes	No	No	06/28/2024	280.00
USAP	P41230	107434	835182	Check	1	10245		CSTMN LLC	LLC - S Corp	Yes	No	No	06/28/2024	948.40
USAP	P41230	107445	835183	Check	1	11584		DASH SPORTS LLC	LLC - S Corp	Yes	No	No	06/28/2024	490.00
USAP	P41230	107458	835184	Check	1	11719	R27	DEANNA MCGINNIS		Yes	No	No	06/28/2024	54.50
USAP	P41230	107461	835185	Check	1	11719	R30	DEBI DEFOE		Yes	No	No	06/28/2024	29.40
USAP	P41230	107435	835186	Check	1	10278	R1	DECKER	S Corporation	Yes	No	No	06/28/2024	2,372.56
USAP	P41230	107498	835187	Check	1	8840		DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	No	No	06/28/2024	72.60
USAP	P41230	107499	835188	Check	1	8840	R1	DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	No	No	06/28/2024	144.11
USAP	P41230	107459	835189	Check	1	11719	R28	DENISE KLYM		Yes	No	No	06/28/2024	14.00
USAP	P41230	107460	835190	Check	1	11719	R29	EMILY KING		Yes	No	No	06/28/2024	97.75
USAP	P41230	107453	835191	Check	1	11719	R22	EMILY RADANT		Yes	No	No	06/28/2024	89.20
USAP	P41230	107437	835192	Check	1	10550		FISCHBACH, TERRY OR STACEY		Yes	No	No	06/28/2024	500.00
USAP	P41230	107467	835193	Check	1	11844		FUTURA LANGUAGE PROFESSIONALS	LLC - S Corp	Yes	No	No	06/28/2024	60.00
USAP	P41230	107505	835194	Check	1	9863	R2	GENUINE PARTS COMPANY	C Corporation	Yes	No	No	06/28/2024	30.20
USAP	P41230	107490	835195	Check	1	6189		GLOVER, GALE		Yes	No	No	06/28/2024	9.93
USAP	P41230	107472	835196	Check	1	1478		GOPHER SPORT	S Corporation	Yes	No	No	06/28/2024	2,195.00

HASTINGS PUBLIC SCHOOLS
Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
USAP	P41230	107473	835197	Check	1	1482		GRAINGER, W.W..	C Corporation	Yes	No	No	06/28/2024	1,008.06
USAP	P41230	107474	835198	Check	1	1483		GRAPHIC DESIGN INC	S Corporation	Yes	No	No	06/28/2024	737.00
USAP	P41230	107504	835199	Check	1	9641		HANSEY, JACLYN		Yes	No	No	06/28/2024	41.27
USAP	P41230	107475	835200	Check	1	1582		HILLYARD INC-MINNEAPOLIS	C Corporation	Yes	No	No	06/28/2024	4,168.32
USAP	P41230	107500	835201	Check	1	9329		HOMETOWN ACE HARDWARE	S Corporation	Yes	No	No	06/28/2024	1,061.77
USAP	P41230	107470	835202	Check	1	11943		IMPERIAL DADE	Ind/Sole Proprietor	Yes	No	No	06/28/2024	1,554.24
USAP	P41230	107493	835203	Check	1	7721	R3	INNOVATIVE OFFICE SOLUTIONS	LLC - Partnership	Yes	No	No	06/28/2024	7,642.19
USAP	P41230	107476	835204	Check	1	1665		INTERMEDIATE SCHOOL DIST 917	Other	Yes	No	No	06/28/2024	956.58
USAP	P41230	107489	835205	Check	1	6156		JOSTENS		Yes	No	No	06/28/2024	1,693.57
USAP	P41230	107450	835206	Check	1	11719	R19	KATIE STEVENS		Yes	No	No	06/28/2024	10.65
USAP	P41230	107451	835207	Check	1	11719	R20	KATY SMITH		Yes	No	No	06/28/2024	65.80
USAP	P41230	107452	835208	Check	1	11719	R21	KEONI GELHAR		Yes	No	No	06/28/2024	46.65
USAP	P41230	107495	835209	Check	1	7804	R1	KIDCREATE STUDIO	LLC - S Corp	Yes	No	No	06/28/2024	540.00
USAP	P41230	107462	835210	Check	1	11719	R31	KRISTIN BROTEN		Yes	No	No	06/28/2024	12.50
USAP	P41230	107440	835211	Check	1	11260		KRISTIN DAVIS LAW LLC	LLC - S Corp	Yes	No	No	06/28/2024	420.00
USAP	P41230	107442	835212	Check	1	11391		LOEFFLER CONSTRUCTION & CONSUL	LLC - S Corp	Yes	No	No	06/28/2024	12,262.60
USAP	P41230	107446	835213	Check	1	11589	r1	LVC COMPANIES INC	S Corporation	Yes	No	No	06/28/2024	155.00
USAP	P41230	107477	835214	Check	1	1863		MACKIN EDUCATIONAL RESOURCES	S Corporation	Yes	No	No	06/28/2024	1,316.64
USAP	P41230	107441	835215	Check	1	11295		MAJESKI PLUMBING INC	S Corporation	Yes	No	No	06/28/2024	160.00
USAP	P41230	107455	835216	Check	1	11719	R24	MARY SCHUTZ		Yes	No	No	06/28/2024	38.40
USAP	P41230	107479	835217	Check	1	1942		MENARDS	S Corporation	Yes	No	No	06/28/2024	96.88
USAP	P41230	107501	835218	Check	1	9427		MERZER M.A., L.P., SHEILA	Ind/Sole Proprietor	Yes	No	No	06/28/2024	707.50
USAP	P41230	107456	835219	Check	1	11719	R25	MICHELLE PRAZAK		Yes	No	No	06/28/2024	13.95
USAP	P41230	107480	835220	Check	1	1977		MINNESOTA COACHES INC	S Corporation	Yes	No	No	06/28/2024	285.19
USAP	P41230	107485	835221	Check	1	2795		MTI DISTRIBUTING, INC.	C Corporation	Yes	No	No	06/28/2024	941.44
USAP	P41230	107463	835222	Check	1	11732		MY LIFE IGNITED LLC	Ind/Sole Proprietor	Yes	No	No	06/28/2024	117.00
USAP	P41230	107496	835223	Check	1	7883	R1	NAC MECHANICAL & ELECRICAL SERV	S Corporation	Yes	No	No	06/28/2024	14,098.00
USAP	P41230	107464	835224	Check	1	11749		NOBLE CONSERVATION SOLUTIONS	LLC - Partnership	Yes	No	No	06/28/2024	2,855.88
USAP	P41230	107468	835225	Check	1	11892		NORTHLAND VISIONS	Ind/Sole Proprietor	Yes	No	No	06/28/2024	358.95
USAP	P41230	107478	835226	Check	1	1882		OFFICE OF MN IT SERVICES	Other	Yes	No	No	06/28/2024	52.50
USAP	P41230	107497	835227	Check	1	8679		OLSON, MICHAEL		Yes	No	No	06/28/2024	500.00
USAP	P41230	107466	835228	Check	1	11776		REARDON, JOSEPH		Yes	No	No	06/28/2024	49.92
USAP	P41230	107471	835229	Check	1	11961		SCHOOLSIN	LLC - S Corp	Yes	No	No	06/28/2024	2,822.39
USAP	P41230	107449	835230	Check	1	11719	R18	SHANNON MILLER		Yes	No	No	06/28/2024	53.40
USAP	P41230	107444	835231	Check	1	11574		SOCIAL CLUB SIMPLE LLC	Ind/Sole Proprietor	Yes	No	No	06/28/2024	15.00
USAP	P41230	107447	835232	Check	1	11622	R1	SPECIAL OLYMPICS MINNESOTA	C Corporation	Yes	No	No	06/28/2024	420.00
USAP	P41230	107436	835233	Check	1	10538		SPORTSGRAPHICS INC	S Corporation	Yes	No	No	06/28/2024	7,668.00
USAP	P41230	107481	835234	Check	1	2445		ST. JOHN THE BAPTIST SCHOOL	Other	Yes	No	No	06/28/2024	978.01
USAP	P41230	107482	835235	Check	1	2476		STERNAU & ASSOCIATES	Ind/Sole Proprietor	Yes	No	No	06/28/2024	1,710.00

HASTINGS PUBLIC SCHOOLS
Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
USAP	P41230	107488	835236	Check	1	5445	r2	SUMMIT FIRE PROTECTION	C Corporation	Yes	No	No	06/28/2024	290.00
USAP	P41230	107465	835237	Check	1	11768	R1	TAHER INC	S Corporation	Yes	No	No	06/28/2024	14,375.00
USAP	P41230	107483	835238	Check	1	2519		TEAM SPORTING GOODS	S Corporation	Yes	No	No	06/28/2024	364.50
USAP	P41230	107439	835239	Check	1	11169		TECH ACADEMY	S Corporation	Yes	No	No	06/28/2024	540.00
USAP	P41230	107484	835240	Check	1	2522		TERRY'S HARDWARE	S Corporation	Yes	No	No	06/28/2024	316.33
USAP	P41230	107454	835241	Check	1	11719	R23	THERESA THUET		Yes	No	No	06/28/2024	22.40
USAP	P41230	107457	835242	Check	1	11719	R26	TRACEY BEEBE		Yes	No	No	06/28/2024	11.55
USAP	P41230	107487	835243	Check	1	4015	R1	VIRCO	C Corporation	Yes	No	No	06/28/2024	14,739.35
USAP	P41230	107502	835244	Check	1	9481		WELCH, MARISSA		Yes	No	No	06/28/2024	36.73

Bank Total: $1,946,857.25

Report Total: $1,946,936.48

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	p412p1	107159		Wire	1	10929		EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	No	Yes	No	06/05/2024	116,134.36
USPR	p412p1	107160		Wire	1	1984		MINNESOTA DEPT. OF REVENUE	Other	No	Yes	No	06/05/2024	90,318.44
USPR	p412p1	107161		Wire	1	2016		MN TRA	Other	No	Yes	No	06/05/2024	312,373.07
USPR	p412p1	107162		Wire	1	2705		EFTPS - TAX PAYMENT		No	Yes	No	06/05/2024	533,127.12
USPR	p412p1	107163		Wire	1	3283		MINNESOTA DEPT. OF REVENUE	Other	No	Yes	No	06/05/2024	451.80
USPR	p412p1	107164		Wire	1	3880		MII LIFE	C Corporation	No	Yes	No	06/05/2024	0.00
USPR	p412p1	107165		Wire	1	7771		MINNESOTA PERA (WIRE TRANSFER)	Other	No	Yes	No	06/05/2024	59,846.38
USPR	p412p1	107176		Wire	1	1984		MINNESOTA DEPT. OF REVENUE	Other	No	Yes	No	06/07/2024	2,436.68
USPR	p412p1	107177		Wire	1	2016		MN TRA	Other	No	Yes	No	06/07/2024	4,977.63
USPR	p412p1	107178		Wire	1	2705		EFTPS - TAX PAYMENT		No	Yes	No	06/07/2024	12,157.88
USPR	p412p1	107179		Wire	1	7771		MINNESOTA PERA (WIRE TRANSFER)	Other	No	Yes	No	06/07/2024	351.90
USPR	p412p2	107404		Wire	1	10929		EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	No	Yes	No	06/24/2024	55,367.45
USPR	p412p2	107405		Wire	1	1984		MINNESOTA DEPT. OF REVENUE	Other	No	Yes	No	06/24/2024	48,562.65
USPR	p412p2	107406		Wire	1	2016		MN TRA	Other	No	Yes	No	06/24/2024	142,563.89
USPR	p412p2	107407		Wire	1	2705		EFTPS - TAX PAYMENT		No	Yes	No	06/24/2024	291,107.57
USPR	p412p2	107408		Wire	1	3166		BREMER BANK FEES	Other	No	Yes	No	06/24/2024	223.30
USPR	p412p2	107409		Wire	1	3283		MINNESOTA DEPT. OF REVENUE	Other	No	Yes	No	06/24/2024	394.36
USPR	p412p2	107410		Wire	1	3880		MII LIFE	C Corporation	No	Yes	No	06/24/2024	0.00
USPR	p412p2	107411		Wire	1	7771		MINNESOTA PERA (WIRE TRANSFER)	Other	No	Yes	No	06/24/2024	62,210.83
USPR	p412p2	107420		Wire	1	1984		MINNESOTA DEPT. OF REVENUE	Other	No	Yes	No	06/27/2024	658.68
USPR	p412p2	107421		Wire	1	2016		MN TRA	Other	No	Yes	No	06/27/2024	2,842.25
USPR	p412p2	107422		Wire	1	2705		EFTPS - TAX PAYMENT		No	Yes	No	06/27/2024	3,882.39
USPR	p412p2	107423		Wire	1	3880		MII LIFE	C Corporation	No	Yes	No	06/27/2024	0.00
USPR	p412p1	107166	105737	Check	1	1529		HASTINGS EDUCATION ASS'N. MN.		Yes	Yes	No	06/05/2024	274.41
USPR	p412p1	107167	105738	Check	1	1974		MINNESOTA CHILD SUPPORT PYMT C	Other	Yes	Yes	No	06/05/2024	10.00
USPR	p412p1	107340	105739	Check	1	11970		BOLLIG, BRANDON		Yes	Yes	No	06/20/2024	2,527.93
USPR	p412p2	107417	105740	Check	1	5234		EDUCATION MINNESOTA	Other	Yes	No	No	06/24/2024	8.00
USPR	p412p2	107412	105741	Check	1	10975		EDUCATION MN HASTINGS ESP'S	Other	Yes	No	No	06/24/2024	34.28
USPR	p412p2	107419	105742	Check	1	7384		HIGH SCHOOL FACULTY SCHOLARSHI		Yes	Yes	No	06/24/2024	122.00
USPR	p412p2	107414	105743	Check	1	1974		MINNESOTA CHILD SUPPORT PYMT C	Other	Yes	Yes	No	06/24/2024	10.00
USPR	p412p2	107415	105744	Check	1	2002		MINNESOTA TEAMSTERS LOCAL 320	Other	Yes	No	No	06/24/2024	2,363.00
USPR	p412p2	107416	105745	Check	1	2010		NCPERS GROUP LIFE INS -157410	C Corporation	Yes	No	No	06/24/2024	32.00
USPR	p412p2	107418	105746	Check	1	6780		SEIU LOCAL 284	Other	Yes	No	No	06/24/2024	1,710.08
USPR	p412p2	107413	105747	Check	1	11741		ST. CROIX VALLEY FOUNDATION	C Corporation	Yes	Yes	No	06/24/2024	80.00
USPR	p412p3	107424	105748	Check	1	11734		THE HARTFORD	C Corporation	Yes	No	No	06/27/2024	13,546.72

Bank Total: $1,760,707.05

Report Total: $1,760,707.05

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	P412B1	107235	1304	Check	1	7110		APPLE EDUCATION INC	C Corporation	Yes	Yes	Yes	06/14/2024	8,820.00
USBP	P412B1	107235	1304	Check	1	7110		APPLE EDUCATION INC	C Corporation	Yes	Yes	Yes	06/28/2024	(8,820.00)
USBP	P412B1	107233	1305	Check	1	11080	R1	TRAFERA HOLDINGS LLC	LLC - Partnership	Yes	Yes	No	06/14/2024	159,900.00
USBP	P412B1	107234	1306	Check	1	2663		WOLD ARCHITECTS AND ENGNRS INC	C Corporation	Yes	Yes	No	06/14/2024	2,975.64
USBP	P412B2	107506	1307	Check	1	7110		APPLE EDUCATION INC	C Corporation	Yes	No	No	06/28/2024	8,820.00

Bank Total: $171,695.64

Report Total: $171,695.64

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	P11ASA	107169		Wire	1	11387		AMAZON CAPITAL SERVICES, INC	C Corporation	No	Yes	No	06/06/2024	1,139.02
ACTV	P11ASB	107230		Wire	1	9557		BMO HARRIS BANK NA	C Corporation	No	Yes	No	06/13/2024	3,103.37
ACTV	P12AS1	107172	38246	Check	1	6081		CINDY'S FLORAL CREATIONS	Ind/Sole Proprietor	Yes	Yes	No	06/06/2024	36.00
ACTV	P12AS1	107174	38247	Check	1	7400		CREATIVE COSTUMING & DESIGNS, IN	Ind/Sole Proprietor	Yes	Yes	No	06/06/2024	2,966.00
ACTV	P12AS1	107173	38248	Check	1	7238		GILLETTE CHILDREN'S HOSPITAL	Other	Yes	Yes	No	06/06/2024	8,328.00
ACTV	P12AS1	107175	38249	Check	1	7777		GRANDTOURS INC.	S Corporation	Yes	Yes	No	06/06/2024	10,361.00
ACTV	P12AS1	107170	38250	Check	1	1483		GRAPHIC DESIGN INC	S Corporation	Yes	Yes	No	06/06/2024	758.00
ACTV	P12AS1	107171	38251	Check	1	3030		GROTH MUSIC	S Corporation	Yes	Yes	No	06/06/2024	56.68
ACTV	P12AS2	107232	38252	Check	1	7269		BOHLKEN, HEIDI	Ind/Sole Proprietor	Yes	Yes	No	06/13/2024	220.00
ACTV	P12AS2	107231	38253	Check	1	1942		MENARDS	S Corporation	Yes	Yes	No	06/13/2024	49.31
ACTV	P12AS3	107339	38254	Check	1	1977		MINNESOTA COACHES INC	S Corporation	Yes	Yes	No	06/20/2024	1,240.00
ACTV	P12AS4	107426	38255	Check	1	6156		JOSTENS		Yes	No	No	06/27/2024	511.00
ACTV	P12AS4	107425	38256	Check	1	2519		TEAM SPORTING GOODS	S Corporation	Yes	No	No	06/27/2024	1,346.59

Bank Total: $30,114.97

Report Total: $30,114.97

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	P4121P	107155	304541	Check	1	11259		NORMANDALE COMMUNITY COLLEGE	Other	Yes	Yes	No	06/04/2024	600.00

Bank Total: $600.00

Report Total: $600.00

HASTINGS PUBLIC SCHOOLS
Dental Self-Funded Summary
Period Ending June 30, 2024

Sequence: Crs, Org, Fd

									Description	24REV#2 Annual Budget	Period 202413	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
R	20	000	000	000	087	000	422	000	EE Unpaid Premiums	0.00	0.00	0.00	0%	0.00	0%	0.00
R	20	000	000	000	092	000	422	000	Interest-Dental	(36,000.00)	(12,377.69)	(66,378.39)	184%	0.00	184%	30,378.39
R	20	000	000	000	095	000	422	000	Employer Share/Premiums	(509,364.00)	0.00	(554,456.15)	109%	61,713.76	97%	(16,621.61)
R	20	000	000	000	097	000	422	000	Employee Share/Premiums	(110,074.00)	0.00	(113,886.76)	103%	6,896.20	97%	(3,083.44)
R	20	000	000	000	098	000	422	000	Retiree-Cobra Share/Premium	(104,819.00)	0.00	(117,199.47)	112%	0.00	112%	12,380.47
E	20	005	105	000	301	000	422	000	Fees-Carrier & Consultant	35,957.00	0.00	35,706.00	99%	0.00	99%	251.00
E	20	005	105	000	302	000	422	000	Claims-Dental	605,136.00	0.00	597,274.38	99%	0.00	99%	7,861.62
				000	**Districtwide**					**(119,164.00)**	**(12,377.69)**	**(218,940.39)**	**184%**	**68,609.96**	**126%**	**31,166.43**
									Report Totals:	**(119,164.00)**	**(12,377.69)**	**(218,940.39)**	**184%**	**68,609.96**	**126%**	**31,166.43**

HASTINGS PUBLIC SCHOOLS
Health Self-Funded Summary
Period Ending June 30, 2024

Sequence: Crs, Org, Fd

									Description	24REV#2 Annual Budget	Period 202413	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
R	21	000	000	000	087	000	422	000	EE Unpaid Premiums	0.00	0.00	0.00	0%	0.00	0%	0.00
R	21	000	000	000	092	000	422	000	Interest -Health	(165,000.00)	(4,955.62)	(244,123.87)	148%	0.00	148%	79,123.87
R	21	000	000	000	095	000	422	000	Employer Share/Premiums	(6,910,523.00)	0.00	(7,758,244.43)	112%	844,224.00	100%	3,497.43
R	21	000	000	000	097	000	422	000	Employee Share/Premiums	(1,190,911.00)	0.00	(1,246,772.91)	105%	208,916.00	87%	(153,054.09)
R	21	000	000	000	098	000	422	000	Retiree-Cobra Share/Premiur	(385,263.00)	0.00	(395,565.05)	103%	0.00	103%	10,302.05
R	21	000	000	000	099	000	422	000	ER/Trust Share for Retirees	(19,410.00)	0.00	(27,164.72)	140%	0.00	140%	7,754.72
E	21	005	105	000	317	000	422	000	Network Fees	18,000.00	0.00	9,583.08	53%	0.00	53%	8,416.92
E	21	005	105	000	322	000	422	000	PaydHealth Fees	68,870.13	0.00	72,560.54	105%	0.00	105%	(3,690.41)
E	21	005	105	000	300	000	422	000	Pharmacy Rebates/Admin Fe	(279,266.00)	0.00	(394,678.66)	141%	0.00	141%	115,412.66
E	21	005	105	000	301	000	422	000	Veba/Flex/TrustPoint	20,000.00	0.00	18,797.42	94%	0.00	94%	1,202.58
E	21	005	105	000	302	000	422	000	Claims-Medical	7,422,512.00	0.00	6,426,562.36	87%	0.00	87%	995,949.64
E	21	005	105	000	307	000	422	000	Health Carrier TPA	226,512.00	0.00	203,268.00	90%	0.00	90%	23,244.00
E	21	005	105	000	308	000	422	000	StopLoss	404,988.00	0.00	388,786.52	96%	0.00	96%	16,201.48
E	21	005	105	000	309	000	422	000	Fitness reimbursements	0.00	0.00	1,190.00	0%	0.00	0%	(1,190.00)
E	21	005	105	000	312	000	422	000	Consultant-OneDigital $40,00	41,200.00	0.00	40,600.00	99%	0.00	99%	600.00
E	21	005	105	000	305	000	422	000	Claims-Pharmacy/RX	1,602,559.00	0.00	1,668,303.39	104%	0.00	104%	(65,744.39)
E	21	005	105	000	314	000	422	000	Springbuk Fee $1/pm/pm	5,148.00	0.00	5,127.00	100%	0.00	100%	21.00
				000	**Districtwide**					**859,416.13**	**(4,955.62)**	**(1,231,771.33)**	**(143%)**	**1,053,140.00**	**(21%)**	**1,038,047.46**
R	21	000	000	000	094	326	422	000	Employer-VEBA Trust Rev	(668,400.00)	0.00	(665,517.18)	100%	0.00	100%	(2,882.82)
R	21	000	000	000	089	326	422	000	Employer-PCORI-ACA $2.54	(3,045.00)	0.00	(3,186.18)	105%	0.00	105%	141.18
E	21	005	105	000	301	326	422	000	Employer-VEBA Trust Pmt.	668,400.00	0.00	664,850.48	99%	0.00	99%	3,549.52
E	21	005	105	000	313	326	422	000	Employer-PCORI- ACA $2.54	3,045.00	0.00	3,186.18	105%	0.00	105%	(141.18)
				326	**District Additional R/E**					**0.00**	**0.00**	**(666.70)**	**0%**	**0.00**	**0%**	**666.70**
R	21	000	000	000	088	331	422	000	P1 Wellness Credit	(15,000.00)	0.00	(15,000.00)	100%	0.00	100%	0.00
E	21	005	105	000	335	331	422	000	Short-Term Lease/Rental	5,000.00	0.00	5,244.51	105%	0.00	105%	(244.51)
E	21	005	105	000	366	331	422	000	Participation Fees Wellness	0.00	0.00	0.00	0%	0.00	0%	0.00
E	21	005	105	000	401	331	422	000	Supplies Wellness	9,500.00	0.00	0.00	0%	0.00	0%	9,500.00
E	21	005	105	000	305	331	422	000	Consult/Fees For Svc	0.00	0.00	200.00	0%	0.00	0%	(200.00)
E	21	005	105	000	314	331	422	000	Consultant Expense Wellness	500.00	0.00	0.00	0%	0.00	0%	500.00
E	21	005	105	000	309	331	422	000	Wellbeats/JE Fitness Reimb.	0.00	0.00	0.00	0%	0.00	0%	0.00
				331	**Wellness R/E**					**0.00**	**0.00**	**(9,555.49)**	**0%**	**0.00**	**0%**	**9,555.49**
									Report Totals:	**859,416.13**	**(4,955.62)**	**(1,241,993.52)**	**(145%)**	**1,053,140.00**	**(22%)**	**1,048,269.65**

504 STUDENT DRESS AND APPEARANCE

I. PURPOSE

The purpose of this policy is to enhance the education of students by establishing expectations that support educational goals. Students and their families have the primary and joint responsibility for student clothing and appearance. Teachers and other district staff should exemplify and reinforce student clothing and appearance standards and help students develop an understanding of appropriate appearance in the school environment.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to encourage students to be dressed ~~suitably [or~~ appropriately for school activities and in keeping with community standards.

B. A student's clothing or appearance may not materially and substantially disrupt or interfere with the educational mission, school environment, classwork, or school activities. A student's dress or appearance may not incite or contribute to substantial disorder or invasion of the rights of others or pose a threat to the health or safety of the student or others.

C. Students' rights to choose their dress and appearance for school and school-related activities will be protected provided that the clothing:

1. does not injure people or damage property;
2. does not materially and substantially disrupt or interfere with the educational process or classwork;
3. does not interfere with the requirements of discipline in the operation of the school or school activities, materially disrupt classwork;
4. does not involve substantial disorder or invasion of the rights of others.

Such clothing includes, but is not limited to, the following:

1. Clothing for the weather.
2. Clothing that does not create a health or safety hazard.
3. Clothing for the activity (i.e., physical education or the classroom).
4. Footwear that does not present a safety hazard.
5. Headwear, including hats or head coverings, are allowed provided that it does not cover the student's face to the extent that the student is not identifiable. Headgear must

not interfere with the educational process. Hoodies ~~must~~ must not interfere with the educational process.~~allow the face and ears to be visible from the front and sides and must not interfere with the line of sight to any student or staff including while the student wearing the hoodie is seated~~. Students may wear headgear for a medical or religious reason.

6. In accordance with the CROWN Act: Hair, including but not limited to hair texture and hair styles such as braids, locks, and twists.

D. Student clothing may not include the following:

1. Students may not wear inappropriate clothing.

a) Clothing (including emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry) bearing a message that is lewd, vulgar, obscene, libelous, or denigrates, harasses, discriminates against others on the basis of protected class status under the Minnesota Human Rights Act, or violates school district policies prohibiting discrimination, violence, harassment, or other harmful activities.

b) Apparel promoting products or activities that are illegal for use by minors.

c) Communicating a message that is racist, sexist, or otherwise derogatory,~~ to a protected minority group~~, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in Policy 413.

d) Costumes, unless they correlate with a school sponsored event or activity.

E. The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing clothing on which such messages are stated. Such messages are acceptable as long as they are not lewd; vulgar; obscene; libelous; do not denigrate, harass, or discriminate against others on the basis of protected class status under the Minnesota Human Rights Act; or do not violate school district policies prohibiting discrimination, bullying, violence, harassment, or other harmful activities.

III. PROCEDURES

A. Enforcement of a student dress code will be approached with careful consideration and sensitivity, with the goals of supporting students as they express themselves and pursue their full potential, of not shaming students, and of minimalizing loss of instructional time. When possible, dress code matters should be addressed privately with students, should seek to determine whether factors exist that impact the student's ability to comply with the dress code, and should seek to address such issues.

B. When, in the reasonable judgment of the administration, (1) a student's clothing or appearance may materially and substantially disrupt or interfere with the educational mission, school environment, classwork, or school activities; (2) may incite or contribute to substantial disorder or invasion of the rights of others; or (3) pose a threat to the health or safety of the student or others, the student will be directed to make modifications. Parents or guardians will be notified. Other consequences may be enforced in line with Policy 506 (Student Discipline).

C. The administration may recommend a form of clothing considered appropriate for a specific event and communicate the recommendation to students and parents or guardians. A school district or charter school must not prohibit an American Indian student from wearing American Indian regalia, Tribal regalia, or objects of cultural significance at a graduation ceremony.

D. Likewise, an organized student group may recommend a form of clothing for students considered appropriate for a specific event and bring such recommendation to the administration for approval.

Legal References: *U. S. Const., amend. I*
Minn. Stat. § 124D.792 (Graduation Ceremonies; Tribal Regalia and Objects of Cultural Significance)
Minn. Stat. § 363A.03, Subd. 36a (Definitions)
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503 (1969)
B.W.A. v. Farmington R-7 Sch. Dist., 554 F.3d 734 (8th Cir. 2009)
Lowry v. Watson Chapel Sch. Dist., 540 F.3d 752 (8th Cir. 2008)
Stephenson v. Davenport Cmty. Sch. Dist., 110 F.3d 1303 (8th Cir. 1997)
B.H. ex rel. Hawk v. Easton Area School Dist., 725 F.3d 293 (3rd Cir. 2013)
D.B. ex rel. Brogdon v. Lafon, 217 Fed. Appx. 518 (6th Cir. 2007)
Hardwick v. Heyward, 711 F.3d 426 (4th Cir. 2013)
Madrid v. Anthony, 510 F.Supp.2d 425 (S.D. Tex. 2007)
McIntire v. Bethel School, Indep. Sch. Dist. No. 3, 804 F.Supp. 1415 (W.D. Okla. 1992)
Hicks v. Halifax County Bd. of Educ., 93 F.Supp.2d 649 (E.D. N.C. 1999)
Olesen v. Bd. of Educ. of Sch. Dist. No. 228, 676 F.Supp. 820 (N.D. Ill. 1987)

Cross References: *ISD 200 Policy 413 (Harassment and Violence)*
ISD 200 Policy 506 (Student Discipline)
ISD 200 Policy 525 (Violence Prevention)

Policy Reviewed: *05.30.2024*
Policy Adopted:
Policy Revised: *07.01.2024*

506 STUDENT DISCIPLINE

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. ~~The purpose of this policy is to ensure that all members of the school community work collaboratively to create a safe, supportive, and equitable school climate through the use of positive discipline practices. Effective positive discipline stresses student self-direction, decision-making, and responsibility. Students have the right to be safe and free from threatening situations on school property, at school activities, and in district vehicles.~~ The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

In view of the foregoing and in accordance with Minnesota Statutes, section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the- district:.

~~All students have the right to an education and the right to learn.¶~~

~~A. The School Board recognizes that individual responsibility and mutual respect are essential components of the educational process. Students must conduct themselves in an appropriate manner in order to maintain a climate where learning can take place with minimal interference.¶~~

~~B. The School Board believes that a positive and equitable learning environment is essential for students to thrive academically and developmentally.¶~~

~~C. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56.¶~~

~~D. The School Board recognizes that no policy will cover all situations. Therefore, the building administrator(s) or designee will make a determination of the violation and/or consequences/disciplinary action when student actions are not specifically addressed. All actions by an administrator/designee will be made on a case-by-case basis.~~

III. DEFINITIONS

A. "Non-exclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, and academic services. Non-exclusionary~~Non-exclusioary~~ disciplinary policies and practices include, but are not limited to, the policies and practices under Minnesota Statutes, sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph; and 122A.627, clause (3).

B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or exclusionary district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

IV. POLICY

A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The

policies must include non-exclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.

B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.

C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.

D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:

1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and

3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. AREAS OF RESPONSIBILITY

A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.

B. Superintendent.The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework

of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.

C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising ~~his or her~~ the principal's lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent ~~imminent~~ bodily harm or death to the student or another. A principal shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress, places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. A teacher, exercising the person's lawful authority, ~~In exercising the teacher's lawful authority, a teacher~~ may use reasonable force when it is necessary under the circumstances to correct or restrain a student to prevent ~~imminent~~ bodily harm or death to the student or another. A teacher shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising the person's lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another. A school employee, which does not include a school resource officer, shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate

distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

For the purpose of Minnesota Statutes, section 121A.582 (Student Discipline; Reasonable Force), a school resource officer, as defined in Minnesota Statutes, section 626.8482, subdivision 1, paragraph (c) is not a school employee or agent of the district.

F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.

H. Community Members. Members of the community are expected to contribute to the establishment of a positive atmosphere at events sponsored by the school district or held on school district property. See School Board Policy 903 (Visitors to School District Buildings and Sites) for additional information.

I. Reasonable Force Reports

1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent ~~imminent~~ bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).

2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent ~~imminent~~ bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).

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

VI. STUDENT RIGHTS ~~and RESPONSIBILITIES~~

All students have the right to an education and the right to learn.

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;

B. To attend school daily, except when excused, and to be on time to all classes and other school functions;

C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;

D. To make necessary arrangements for making up work when absent from school;

E. To assist the school staff in maintaining a safe school for all students;

F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;

G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;

H. To be aware of and comply with federal, state, and local laws;

I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;

J. To respect and maintain the school's property and the property of others;

K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;

L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;

M. To conduct themselves in an appropriate physical and~~or~~ verbal manner;~~ and~~

N. To recognize and respect the rights of others; and~~.~~

O. To treat others in a respectful manner.

VIII. CODE OF STUDENT CONDUCT

A. The following are examples of unacceptable behavior subject to disciplinary action by the

school district. These examples are not intended to be an exhaustive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.

~~Hastings Public Schools strives to create a safe and welcoming place for all students. All of us help create this positive and respectful learning environment.¶~~

~~A. While each school's approach may differ in details, the table below offers a summary of the responsibilities we share to create a positive school and district culture.¶~~

¶	~~**Students**¶~~	~~**Parents/ Guardians**¶~~	~~**All Hastings Staff**¶~~
~~Beliefs¶~~	~~Believe that you have the capacity to be your best self.¶ -Belief that you are important¶ -Belief that you can do big things¶~~	~~Believe your child has the capacity to be their best self.¶~~	~~Believe staff have the capacity to support students in being their best selves.¶~~
~~Positive Relationships¶~~	~~Actively build and maintain positive relationships with staff and students.¶~~	~~Build and maintain a positive relationship with staff at the school.¶~~	~~Build and maintain positive relationships with all students and their families.¶~~

Respect¶	Respect yourself, the learning environment, other students, their parents/ guardians,¶ families and all staff.¶	Respect and support the learning¶ environment and emphasize the¶ importance of being prepared for school.¶	Develop a learning community and a¶ respectful¶ environment that supports¶ social-emotional and academic success.¶
Support¶	Ask for and accept help when you need assistance.¶	Ask for help when you need assistance.¶ Advocate for your¶ child through regular communication with school staff.¶	Regularly¶ communicate with students and families. Support them when they ask for¶ assistance.¶
Attendance¶	Go to school¶ everyday on time,¶	Make sure your child arrives at school¶	Create a welcoming environment. Have¶

¶

¶	ready to learn, and give your best effort.¶	everyday on time and prepared to learn.¶	high expectations for all students.¶
Expectations and Procedures¶	Learn and follow school expectations and procedures.¶	Learn and talk with your child about the expectations and procedures at their school.¶	Teach, model, and reinforce school¶ expectations and procedures. Follow the school-wide discipline p*lan.¶
Technology Use¶	Use technology and equipment in a¶ responsible way.¶	Review the technology agreement with your child.¶	Tailor instruction for student¶ voice and choice within a technology rich learning¶ environment.¶

Learn¶	Personalize your learning by bringing your creativity to your assignments.¶	Encourage your child's passion to learn and grow toward life-long learning.¶	Provide personalized, engaging and¶ academically appropriate¶ instruction, including culturally responsive teaching that¶ represents and invites students' identities.¶
Safety¶	Conduct yourself in a manner to ensure your safety and the safety of others.¶	Contact your child's school if you observe or are aware of potentially unsafe¶ activities or conditions.¶	Create and monitor safe conditions in the school environment.¶

¶

B. In addition to collective expectations and responsibilities, specific student Rights, Opportunities and Responsibilities are outlined in the table below.¶

¶

Access to Records¶
Rights/Opportunities¶ • Students' parents/guardians and eligible students under federal law generally have the right to view their school records according to state and federal laws.¶ • Students have the right to privacy regarding their school records. Any disclosure of information from student records will be consistent with legal requirements and policy established by the school district.¶ **Responsibilities**¶ • Eligible students are responsible for following established building and district procedures regarding access to their school records.¶
Attendance and Tardiness¶

Rights/Opportunities¶

- Absence or tardiness of students because of religious holidays and observances shall be recorded as excused absences or tardiness at the written request of the parent/guardian. For more details, see Board Policy 503.¶

Responsibilities¶

- Students and parents/guardians are responsible for following the school's attendance and tardiness rules and procedures.¶
- Students and parents/guardians are responsible for notifying the school (e.g., a written note, phone call) before an absence or upon returning to school after an absence.¶
- Students are responsible for following the school's procedures, i.e. obtaining a pass from a staff person, when late for class or if there is a need to leave class.¶
- Students and parents/guardians are responsible for notifying the school if the student must leave during the school day. For more details, see Board Policy 503.¶

Equal Opportunity¶

Rights/Opportunities¶

- Students have the right of equal opportunity, as allowed by law, to participate in all school activities and school education programs for which they are eligible.¶

Responsibilities¶

- Students are responsible for following the rules and procedures of the school-sponsored activity in which they, or others, participate. Students may not discourage, impede or prevent the participation of other students.¶

Fair Treatment¶

¶

Rights/Opportunities¶

- Students have the right to due process, as defined in the Minnesota Pupil Fair Dismissal Act, when involved in a violation of district rules. Included is the opportunity to hear the nature of the violation and to give their account of the situation.¶
- Students have the right to be informed of all applicable classroom and school rules, expectations and procedures.¶
- Students have the right to be treated respectfully by district employees and other students.¶
- Students have the right to be free from unreasonable physical contact from staff and other students. Reasonable force by staff to restrain or correct a student from injuring self or other persons, however, is allowable.¶

Responsibilities¶

- Students are responsible for responding to all directions or questions from staff and for following all laws, policies, rules and expectations that apply to them.¶
- Students should assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect¶
- Students are responsible for knowing and following all applicable classroom rules, expectations, and procedures.¶
- Students are responsible for treating all persons respectfully.¶
- Students are responsible for respecting the space and freedom of those around them.¶
- Students are expected to treat the property of others and the district responsibly.¶
- Students are responsible for refraining from using force or physical contact to inflict harm on another.¶
- Students are responsible for not engaging in conduct that threatens to physically or mentally injure themselves, other persons or property.¶

Free Speech and Expression¶

Rights/Opportunities¶

- Students have the right to free speech subject to certain Constitutional limitations.¶

Responsibilities¶

- Students are responsible for expressing opinions, publishing written materials and distributing literature in such a manner that is not libelous, obscene, discriminatory or sexually explicit; that does not contain references to alcohol, chemicals, tobacco, or other products that are illegal for use by minors; that does not interfere with the rights of others; that does not materially and substantially disrupt the atmosphere of learning in the school; and that follows school rules and procedures regarding time, place and manner.¶
- Permission of the school principal is required for distribution or posting of written

materials.¶

Gender Identity¶

Rights/Opportunities¶

- Students have the right to be identified by their preferred name, pronoun, and asserted gender in school records, learning spaces, facilities, and extracurricular activities consistent with Board Policy and procedures. For more information see Board Policy 536.¶

Responsibilities¶

- Students must communicate with school staff if their school records are not reflective of their preferred name, pronoun, and/or gender identity.¶
- School record name and/or gender changes connected to gender identity require submitting updates to the placement office in accordance with Board procedures.¶

Learning and Academic Work¶

Rights/Opportunities¶

- Eligible resident students have the right to a free public education according to state and federal laws.¶
- Students have the right to attend school and gain an education as provided by law. Attendance at a particular school is a privilege, not a right. For more details, see Minnesota Statutes section 120A.36 at revisor.mn.gov/statutes.¶
- Students have the right to attend school in a safe environment that is free from disruptive behavior by others. Students have the right to experience learning opportunities that reflect their cultural experiences in a non-racist, non-sex-biased, gender and disability fair manner. Students have the right to make up school work that was missed during any excused absence.¶
- When absent for an extended period as a result of a medical issue, students have the right to necessary home/hospital instruction as regulated by state guidelines.¶

Responsibilities¶

- Students are responsible for daily attendance, for completing class assignments on time, and for bringing appropriate materials required for class use.¶
- Students are responsible for behaving in such a manner that supports learning for all, does not pose a potential or actual danger to themselves or others, and is not disruptive to the learning process for others.¶
- Students are responsible for respecting the cultural experiences shared by their peers.¶
- Students are responsible for obtaining and completing make-up work assigned for periods of absence.¶
- Avoid inaccuracies in publications.¶

Medications¶

Rights/Opportunities¶

- Students have the right to receive medications and medical procedures that must be administered during the school day in order for a student to attend school consistent with Board policy and procedure. For more information see Board policy 516.¶

Responsibilities¶

- Families are responsible for communicating with the school nurse or other school staff about changes in medications or medical procedures when they must be administered during the school day.¶
- Students are responsible for cooperating with school staff regarding medications and medical procedures to be administered during the school day.¶

Non-Discrimination/Harassment-Free Environment¶

¶

Rights/Opportunities¶

- Students have the right to a learning environment free from discrimination, harassment and violence based on an individual's race, creed, sex, marital status, national origin, age, color, religion, familial status, status with respect to public assistance, sexual or affectional orientation, gender identity and expression, disability, or membership or activity in a local commission as defined by Minnesota Statutes section 363A.03.¶
- Students have a right not to be retaliated against for making good faith reports of discrimination, harassment, or violence.¶

Responsibilities¶

- Students are responsible for treating other students and district employees respectfully and in a manner that does not discriminate or harass an individual based on protected class.¶
- Students are responsible for reporting to staff (i.e., teacher or principal) incidents of bullying, discrimination, harassment, violence or retaliation that they have experienced or of which they are aware.¶

Personal Property and Privacy¶

¶

Rights/Opportunities¶

- Students generally have a right of privacy in their persons and in their personal property on school district property and at school-sponsored or -associated events.¶
- According to Minnesota law, students have the right to use school-owned property (e.g., lockers, desks, iPads, ChromeBooks) for storing appropriate items of personal property with the understanding that all school- owned property is within the exclusive control of the school district and may be searched by school authorities for

any reason, at any time, without permission, consent or requirement for a search warrant. For more details, see Minnesota Statutes section 121A.72, subd. 1 at revisor.mn.gov/statutes/.¶

Responsibilities¶

- Students must not bring onto school district property, or to school-sponsored or -associated events, any item or material that violates school district policy, school rules, or state or federal law, or that would cause, or tend to cause, a disruption or endanger the health or safety of students or other people. Items prohibited include, but are not limited to, stolen goods, weapons and lookalike weapons, and other illegal items.¶
- When reasonable suspicion exists to believe a student possesses prohibited items or that a search will uncover evidence of a violation of a school rule or of the law, school officials may conduct a reasonable search of a student's person or property.¶
- Students are responsible for keeping their lockers/desks in good condition and free of any items that are illegal or prohibited.¶
- The personal possessions of students within a school locker may be searched only when school authorities have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school authorities must provide notice of the search to students whose lockers were searched unless disclosure would impede an ongoing investigation by police or school officials. For more details, see Minnesota Statutes section 121A.72, subd. 1 at revisor.mn.gov/statutes/.¶
- Students must respect and maintain school property and the property of others.¶

Pledge of Allegiance¶

Rights/Opportunities¶

- Minnesota law requires all public schools to provide students the opportunity to recite the Pledge of Allegiance at least once a week (unless the School Board votes to waive this requirement).¶

Responsibilities¶

- Anyone who does not wish to participate in reciting the Pledge of Allegiance for any personal reasons may elect not to do so, and students must respect another person's right to make that choice. For more details, see Minnesota Statutes section 121A.11, subd. 3(b) at revisor.mn.gov/statutes/¶

Police Interviews¶

Rights/Opportunities¶

- Students have the right to be free from interview or interrogation by private parties, such as attorneys and private investigators, during the school day.¶
- Students have the right to be free from interview or interrogation during the school day by the¶

Hastings Police Department unless the student's building administration determines it is unwise ¶

or unsatisfactory for the Hastings Police Department to contact the student outside of school.¶

- When interviewed during the school day by the Hastings Police Department, students have the right to be interviewed in private and with confidentiality and in the presence of the student's principal or the principal's designee, without interruption and without observance by other school personnel or students. For more details, see Board Policy 519.¶

Student Dress¶

Rights/Opportunities¶

- Students have the right to choose their manner of dress and personal grooming unless it presents a clear danger to the student's health or safety, causes an interference with school work or creates classroom or school disruption.¶

¶

Responsibilities¶

- Students are responsible for wearing clothes that are appropriate for school. To maintain a safe learning environment, student dress cannot be a health and/or safety hazard, obscene, sexually explicit or discriminatory. Clothing that displays words or images that communicate a message that is racist, sexist, or otherwise derogatory is not permitted. Clothing that displays references to alcohol, chemicals, tobacco or other products that are illegal for use by minors is not permitted.¶
- Students are responsible for abiding by the school principal's mandated minimum standards of cleanliness and neatness. For more details, see Board Policy 504.¶

Student Government¶

Rights/Opportunities¶

- Students have the opportunity to form and participate in student government that is open to all of the student body being represented. The purpose of the existence of student government is to represent and to be responsive to the needs of all students.¶

¶

Responsibilities¶

- Students are responsible, when forming a student government, for establishing purposeful governing rules. The student government is responsible for communicating with the student body, faculty and administration, and for being aware of and complying with any school district policies affecting the student government procedures.¶

Technology Usage and Safety¶

Rights/Opportunities¶

- Students have the opportunity to access a variety of district technology resources in

support of personalized learning.¶

¶

Responsibilities¶

- Students are responsible for using the district technology resources, including iPads, properly and following all district and school rules and procedures.¶
- Students are responsible for respecting the privacy of other users, and not intentionally seeking information on, obtaining copies of, or modifying files, other data or passwords belonging to other users without permission.¶
- Students are responsible for maintaining the security of the district technology resources and recognizing and honoring the intellectual property rights of others.¶
- Students are responsible for immediately disclosing inadvertent access of unacceptable materials or an unacceptable Internet site to an appropriate school district administrator.¶
- Students are responsible for using the district technology resources without making changes to device operating systems and security profiles or installing any apps other than those authorized by Hastings Public Schools.¶
- Students are responsible for ensuring that any digital content on district technology resources is school-appropriate.¶
- Unacceptable use of district technology resources, including e-mail and the Internet, may result in one or more of the following consequences: suspension or cancellation of use or access privileges, discipline under applicable district policies and procedures, or civil or criminal liability under applicable laws. For more details, see Board Policy 524.¶

Transportation¶

Rights/Opportunities¶

- When riding a school bus or van to or from school, a student has the right to a safe ride that is free from intimidation, threat, or harassment.¶
- Parents/Guardians and students have the right to be informed that transportation service is a privilege that is granted to a student contingent upon appropriate behavior. In accordance with Minnesota Statute¶
- § 121A.59, transportation is a privilege, not a right, for eligible students.¶

¶

Responsibilities¶

- Students are responsible for adhering to the expected behaviors, set by the Board of Education, while on the school bus and while in school bus loading and unloading areas. Misbehaviors occurring on the school bus will be managed in accordance with the Administrative Procedures/Continuum of Response.¶
- Parents/Guardians of transported students are responsible for supervising their children until their children board the school bus in the morning and after their children leave the bus at the end of the school day.¶
- Students who are involved in serious or repeated incidents of unacceptable student

~~conduct on the school bus or at the school bus stop may have their riding privileges suspended or revoked, including bus transportation for field trips.¶~~

- ~~The parent or guardian of a student suspended from transportation is responsible for ensuring that the student travels safely to and from school and that the student arrives at school on time.¶~~
- ~~Bus drivers and school staff are responsible for teaching, modeling and reinforcing positive behavioral expectations to all students.¶~~

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;

2. The use of profanity or obscene language, or the possession of obscene materials;

3. Gambling, including, but not limited to, playing a game of chance for stakes;

4. Violation of the school district's Hazing Prohibition Policy;

5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;

6. Violation of the school district's Student Attendance Policy;

7. Opposition to authority using physical force or violence;

8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy; ~~An American Indian student (MN 260.755, subd. 12) may carry a medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices (MN 144.4145);~~

9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances. An American Indian student (MN 260.755, subd. 12) may carry a medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices (MN 144.4145);

10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike

substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);

11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;

12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;

13. Violation of the school district's Weapons Policy;

14. Violation of the school district's Violence Prevention Policy;

15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;

16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;

17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;

18. Using an ignition device, including a butane or disposable lighter or matches, on school property or contracted property~~inside an educational building~~ and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;

19. Violation of any local, state, or federal law as appropriate;

20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;

21. Violation of the school district's Internet Acceptable Use and Safety Policy;

~~VUse of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;~~

22. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;

23. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;

24. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;

25. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;

26. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;

27. Possession or distribution of slanderous, libelous, or pornographic materials;

28. Violation of the school district' Bullying Prohibition Policy;

29. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to others~~a protected minority group~~ or which connotes gang membership;

30. Criminal activity;

31. Falsification of any records, documents, notes, or signatures;

32. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;

33. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;

34. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;

35. Violation of the school district's Harassment and Violence Policy;

36. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to a student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other

persons;

37. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;

38. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;

39. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;

40. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;

41. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;

42. Violation of the school district's Distribution of Non School-Sponsored Materials on School Premises by Students and Employees Policy;

43. Violation of the school district's one-to-one device rules and regulations;

44. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy; and

45. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

VII. RECESS AND OTHER BREAKS

A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.\

B. The school district is encouraged to ensure student access to structured breaks from

the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.

C. The school district must not use recess detention unless:

1. a student causes or is likely to cause serious physical harm to other students or staff;

2. the student's parent or guardian specifically consents to the use of recess detention; or

3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.

D. The school district must not withhold recess from a student based on incomplete schoolwork.

E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.

F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. ~~The school district is encouraged to use the data in professional development promoting the use of non-exclusionary discipline.~~

G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

VIII. DISCIPLINARY ACTION OPTIONS

The general policy of the School District is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The District will attempt non-exclusionary discipline before any dismissal proceedings. Non-exclusionary options may be determined by each school and are aligned at each grade level. The actions in this section provide an non-exhaustive list of examples. Hastings Public Schools works to ensure developmentally appropriate, age appropriate, and context appropriate interventions/consequences are applied as uniformly as possible. While the specific form of discipline chosen in a particular case is solely within the discretion of the school district, the district has developed an Administrative

Procedure-Continuum of Responses which establishes a range of intervention and consequence options commensurate with a violation of the Student Code of Conduct. At a minimum, violation of school district code of conduct, rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;

B. Restorative options defined as working with students in a manner that focuses on repairing harm, the impact of their behavior on the culture and community and maintaining relationships;

C. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation;

D. Parent contact;

E. Parent conference;

F. Removal from class;

G. In-school suspension;

H. Suspension from extracurricular activities;

I. Detention or restriction of privileges;

J. Loss of school privileges;

K. In-school monitoring or revised class schedule;

L. Referral to in-school support services;

M. Referral to community resources or outside agency services;

N. Referral to chemical health assessment;

O. Financial restitution;

P. Referral to police, other law enforcement agencies, or other appropriate authorities;

Q. A request for a petition to be filed in district court for juvenile delinquency adjudication;

R. Out-of-school suspension under the Pupil Fair Dismissal Act;

S. Preparation of an admission or readmission plan;

T. Saturday school;

U. Expulsion under the Pupil Fair Dismissal Act;

V. Exclusion under the Pupil Fair Dismissal Act; and/or

W. Other disciplinary action as deemed appropriate by the school district.

IX. REMOVAL OF STUDENTS FROM CLASS

~~"Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class period or activity period for a period of time not to exceed five (5) days after each occurance, pursuant to this district discipline policy adopted by the school board. A class period or activity period is defined as a block of time devoted to one subject area or activity.~~

A. The teacher of record shall have the general control and government of the classroom within the framework of the school building's discipline procedures, such as MTSS, PBIS, Restorative Practices and Conscious Discipline. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. ~~as appropriate by student developmental level based on each school's discipline procedure and framework such as PBIS, Restorative Practices and Conscious Discipline.~~ When such measures fail, or when the teacher determines it is

otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class period or activity period for a period of time not to exceed five (5) days after each occurance, pursuant to this district discipline policy. A class period or activity period is defined as a block of time devoted to one subject area or activity.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;

3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or

4. Other conduct, which is at the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another. The removal from class shall be for a period of time deemed appropriate by the principal.

B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

C. Procedures for Removal of a Student From a Class.
Each building may develop a specific set of procedures for removing a student from class. However, when a building does not have such procedures, the general procedures outlined below, will be expected for staff to follow:

1. If a student is removed from class, the teacher, principal, or other District employee will complete a report describing the student's behavior in accordance with the

building level procedure.

2. Teachers removing students from class are required to direct the student to the school office or other predesignated location and verify his or her arrival as soon as practicable. Teachers will determine whether a student needs to be accompanied to the office, and, if so, make the necessary arrangements.

~~The administrator may, at his/her option, assign the student to supervision in another area specially designated for this purpose~~

3. The student will remain in the custody of the building administrator or his/her designee for the duration of the time prescribed.

4. Students removed for more than one class period will receive assignments from the teachers to enable the student to keep up with his/her class work.

5. It may be in the best interest to remove the class from the area for safety reasons.

D. Period of Time for which a Student may be Removed from a Class (may not exceed five (5) class periods for a violation of a rule of conduct)
The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

E. Responsibility for and Custody of a Student Removed from Class.
The administrator may, at his/her option, assign the student to supervision in another area specially designated for this purpose.

F. Procedures for Return of a Student to a Class From Which the Student Was Removed.
1. The student may return to class after a conference with the appropriate administrator, teacher, and/or the parent(s)/Guardian(s). At the time of this conference, a plan of action will be established.

2. Students removed from class will be required to examine and take measures to correct it. (Language specific to each building level framework of behavior interventions- best practices like PBIS, Restitution, Restorative practices).

G. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions: ~~Procedures for Notification.~~
Parents/guardians of students removed from class will be notified as soon as practicable of the rule violation that led to the removal, and any conditions for readmission.

H. Students with a Disability; Special Provisions.~~Disabled Students; Special Provisions.~~
1. In cases involving students receiving special education services, appropriate special education staff will be notified of the removal to determine compliance with the

student's IEP and to determine whether further assessment or change in the student's IEP is necessary.

2. In cases involving students with a suspected disability, the student assistance team or school counselor will be notified and the school's pre-referral intervention process will be followed.

I. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.
   1. The District has established a chemical /alcohol abuse pre-assessment team (Student Support Teams or Student Intervention Teams) pursuant to Minnesota Statute 121A.26;

   2. The District has established teacher reporting procedures to the chemical/alcohol abuse pre-assessment team, pursuant to Minnesota Statute 121A.29.

J. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct will be in accordance to~~. The administrator is encouraged to consult~~ the Administrative Procedures Continuum of Response.

K. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior.
   1. During the enrollment process, schools will gather as much information from parent(s)/guardian(s) as possible to determine any pre-existing academic, behavioral, or attendance concerns.

   2. School administrators will ensure the building is adequately supervised and that a system is in place for reporting behavior concerns, regardless of the time and day.

   3. School administration will have a plan for reviewing attendance records on a regular basis and then act on the attendance concerns in accordance with the appropriate county truancy program.

   4. Schools will establish a structure for teachers to discuss student behavior concerns that is clearly communicated and followed up by administration.

   5. Schools must have a team including administration, counselors, the school nurse, and other staff as available to review student academic, attendance, behavior and social/emotional concerns.

   6. Staff will intervene and support students early on as behavior concerns are surfacing.

   7. Schools will work with chemical health support staff to assess student behavior and determine whether or not chemical issues are present.

8. In conjunction with the Special Education process, schools will have regularly scheduled meetings to consider whether students with academic, behavioral, or social/emotional concerns might need to be assessed for special education services.

9. A formal structure will be created to share information as students transition between schools and grades to assist in continuous support and intervention.

10. Schools will communicate with parents/guardians about academic progress and encourage parents/guardians to assist in identifying concerns.

L. Any Procedures Determined Appropriate for Ensuring Victims of Bullying who Respond with Behavior not Allowed under the School's Behavior Policies have Access to a Remedial Response, Consistent with Minnesota Statutes, section 121A.031; and

M. Unscheduled Student Removal From Class

Each school will adopt practices for parental notification for unscheduled student removal from class related to disciplinary actions. ~~A public school is encouraged to adopt a school policy on parental notification for unscheduled student removal from class.~~ The public school must consult with child abuse prevention experts to incorporate best practices into the school policy. A public school with a policy on parental notification must include the policy in the employee handbook and disseminate information to school staff regarding child abuse prevention in a school setting.

X. DISMISSAL

A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class. The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to use non-exclusionary disciplinary policies and procedures before dismissal proceedings or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

The use of exclusionary practices for early learners as defined in Minnesota Statutes, section 121A.425, is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.

B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the

following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;

2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or

3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:

   a. a preschool or prekindergarten program, including an early childhood family education, school readiness, ~~school readiness plus,~~ voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or

   b. kindergarten through Grade 3.

2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.

3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under non-exclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the school board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.

2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program ~~is encouraged~~

~~to~~ will designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.

3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for ~~one school day or~~ less than one day, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to

progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.

6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes section 120B.02, although in a different setting.

7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:

    a. strongly encourage a parent or guardian of the student to attend school with the student for one day;

    b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and

    c. petition the juvenile court that the student is in need of services under Minnesota Statutes, chapter 260C.

9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the

conference. (See attached sample Notice of Suspension.)

10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.

11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) consecutive school days.

E. PreK-3 Discipline

1. Beginning the 2023-24 school year, MN Statute prohibits the suspension of any K-3 student for any reason. K-3 students may be "dismissed" for less than one school day.

2. Expulsions and exclusions may be used only after non-exclusionary discipline has been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

3. Non-exclusionary discipline must include one of the following:

   a. collaborating with the pupil's family or guardian, child mental health consultant or provider, education specialist, or other community-based support;

   b. creating a plan, written with the parent or guardian, that details the action and support needed for the pupil to fully participate in the current educational program, including a preschool or pre kindergarten program; or

   c. providing a referral for needed support services, including parenting education, home visits, other supportive education interventions, or, where appropriate, an evaluation to determine if the pupil is eligible for special education services or section 504 services.

F. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.

2. “Exclusion” means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.

3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56.

4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

5. The student and parent or guardian shall be provided written notice of the school district’s intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56; describe the non-exlusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student’s own choosing, including legal counsel at the hearing; (2) examine the student’s records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district must advise the student’s parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on its website.

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.

7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.

8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.

9. The student shall have a right to a representative of the student’s own choosing, including legal counsel, at the student’s sole expense. The school district shall advise the student’s parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.

11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.

12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.

16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.

17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.

18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes, section 121A.49. The decision of the

school board shall be implemented during the appeal to the Commissioner.

19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

XI. ADMISSION OR READMISSION PLAN

A school administrator must prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan must include measures to improve the student's behavior, which may include completing a character education program consistent with Minnesota Statutes section 120B.232, subdivision. 1, social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions. The plan must include reasonable attempts to obtain parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XII. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each exclusion or expulsion, each physical assault of a school district employee by a

pupil, and each pupil withdrawal agreement within thirty (30) days of the effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner. This report must include a statement of the non-exclusionary disciplinary practices, or other sanction, intervention, or resolution in response to the assault given to the pupil and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the pupil's age, grade, gender, race, and special education status.

XIII. STUDENT DISCIPLINE RECORDS

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13.

XIV. STUDENTS WITH DISABILITIES

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is <u>not</u> a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XV. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes, section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes, section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minnesota Statutes, chapter 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XVI. DISCIPLINE COMPLAINT PROCEDURE ~~COMPLAINT PROCEDURES~~

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

~~The school district maintains the following complaint procedure regarding the application of this policy. Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of sections 121A.40 to 121A.61, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied. The superintendent or designee shall create and update a procedure that includes the following:~~

A. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;~~Communication plan of the procedure for a complaint or appeal~~.

B. provide an opportunity for involved parties to submit additional information related to the complaint;~~Process for involved parties to submit additional information related to the complaint~~.

C. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record~~Investigation timeline of complaint within three school days of receipt~~.

D. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;~~Process for identifying personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record.~~

E. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and~~Process for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions.~~

F. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.~~Process for corrective action plans to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future, if the investigation finds the requirements of sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately.~~
~~Process for prohibiting reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provides procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.~~

XVII. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

XVIII. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

Legal References: *Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)*
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)

Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.58 (Corporal Punishment; Prone Restraint; And Certain Physical Holds)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.60 (Definitions)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.611 (Recess and Other Breaks)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch.125A (Special Education and Special Programs)
Minn. Stat. § 152.22, Subd. 6 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 et seq. (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References:
ISD 200 Policy 413 (Harassment and Violence)
ISD 200 Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
ISD 200 Policy 501 (School Weapons)
ISD 200 Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
ISD 200 Policy 503 (Student Attendance)
ISD 200 Policy 505 (Distribution of Non-school Sponsored Materials on School Premises by Students and Employees)
ISD 200 Policy 507.5 (School Resource Officers)
ISD 200 Policy 514 (Bullying Prohibition Policy)
ISD 200 Policy 524 (Internet Acceptable Use and Safety Policy)
ISD 200 Policy 526 (Hazing Prohibition)
ISD 200 Policy 610 (Field Trips)
ISD 200 Policy 709 (Student Transportation Safety Policy)

Policy Reviewed: *06.21.2024*
Policy Adopted: *08.25.2021*
Policy Revised: *07.01.2024*

417 CHEMICAL USE AND ABUSE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. Use or possession of controlled substances, toxic substances, medical cannabis, and alcohol before, during or after school hours, at school or in any other district location, is prohibited in accordance with school district policies with respect to a Drug-Free Workplace/Drug-Free School.

B. The school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement.

C. Every school that participates in a school district chemical abuse program shall establish a chemical abuse preassessment ~~team~~. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.

D. The school district shall establish a drug-free awareness program for its employees.

E. This policy applies in full to all staff unless it is in direct conflict with specific staff licensure requirements found in statute.

III. DEFINITIONS

A. "Chemical abuse," as applied to students and employees, means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the individual~~minor~~'s normal function in academic, school, or social activities is chronically impaired.

B. "Controlled substances," as applied to the chemical abuse assessment of students, means a drug, substance, or immediate precursor in Schedules I through V of Minnesota Statutes section 152.02 and "marijuana" as defined in Minnesota Statutes section 152.01, subdivision 9-, but not distilled spirits, wine, malt beverages, intoxicating liquors or tobacco. As otherwise defined in this policy, "controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

C. "Drug Prevention," means prevention, early intervention, rehabilitation referral, recovery support services, or education related to the illegal use of drugs, such as raising awareness about the consequences of drug use that are evidence-based.

D. "Teacher," means all persons employed in a public school or education district or by a service cooperative as members of the instructional, supervisory, and support staff including superintendents, principals, supervisors, secondary vocational and other classroom teachers, librarians, counselors, school psychologists, school nurses, school social workers, audio-visual directors and coordinators, recreation personnel, media generalists, media supervisors, and speech therapists.

E. "Toxic Substances", as defined in Minnesota Statute 609.684, Subd. 1, means glue, cement, or aerosol paint containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item;

IV. STUDENTS

A. Districtwide School Discipline Policy

Procedures for detecting and addressing chemical abuse problems of a student while on school premises are included in the districtwide school student discipline policy.

B. Programs and Activities

1. The school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievements. The programs and activities may include, among other programs and activities, drug prevention activities and programs that are~~may be~~ evidence-based, including programs to educate students against the use of alcohol, tobacco,

marijuana, smokeless tobacco products, and electronic cigarettes.

2. As part of its drug-free programs, the school district may implement the drug abuse resistance education program (DARE) or another chemical awareness program that enables peace officers to undergo the training to teach a curriculum on drug abuse resistance in schools.

C. Reports of Use, Possession, or Transfer of Alcohol or a Controlled Substance

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

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

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

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

D. Preassessment~~Team~~

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

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

reported cases.

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

E. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minnesota Statutes, section 13.32 and applicable federal law and regulations.

2. Destruction of Records

a. If the preassessment ~~team~~ decides not to provide a student and, in the case of a minor, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.

b. If the team decides to provide the student and, in the case of a minor or a dependent student, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the student is no longer enrolled in the district.

c. Destruction of records identifying individual students shall be governed by paragraph IV.E.2. notwithstanding Minnesota Statutes, section 138.163 (Preservation and Disposal of Public Records).

F. Consent

Per Minnesota state statute, a~~A~~ny minor may give effective consent for medical, mental, and other health services to determine the presence of or to treat conditions associated with alcohol and other drug abuse, and the consent of no other person is required.

It is the practice of Hastings Public Schools to inform parents when treatment is recommended, unless the minor student (under 18 years of age) requests nondisclosure to their parents. The district personnel may deny the non disclosure

request if they determine failure to inform the parent would seriously jeopardize the health of the minor.

V. EMPLOYEES

A. The school district shall establish a drug-free awareness program to inform employees, about:

1. The dangers of drug abuse in the workplace.

2. The school district's policy of maintaining a drug-free workplace.

3. Any available drug counseling, rehabilitation, and employee assistance programs.

4. The penalties that may be imposed on employees for drug abuse violations.

B. The school district shall notify any federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice from the employee or otherwise receiving actual notice of any criminal drug statute conviction occurring in the workplace.

Legal References:
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 124D.695 (Approved Recovery Program Funding)
Minn. Stat. § 126C.44 (Safe Schools Levy)
Minn. Stat. § 138.163 (Preservation and Disposal of Public Records)
Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances; Administration of Chapter)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 299A.33 (DARE Program)
Minn. Stat. § 466.07, subd. 1 (Indemnification Required)
Minn. Stat. § 609.101, subd. 3(e) (Controlled Substance Offenses; Minimum Fines)
Minn. Stat. § 609.684, Subd. 1 (Abuse of Toxic Substances)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. §§ 7101-7122 (Student Support and Academic Enrichment Grants)
20 U.S.C. § 5812 (National Education Goals)
20 U.S.C. § 7175 (Local Activities)

41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References: *ISD 200 Policy 416 (Drug and Alcohol Testing)*
ISD 200 Policy 418 (Drug-Free Workplace/Drug Free School)
ISD 200 Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
ISD 200 Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
ISD 200 Policy 506 (Student Discipline)
ISD 200 Policy 515 (Protection and Privacy of Pupil Records)
ISD 200 Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

Policy Reviewed: *06/21/2024*
Policy Adopted: *01/25/2023*
Policy Revised: *01/25/2023*

503 STUDENT ATTENDANCE

I. PURPOSE

A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

a) It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.

b) In accordance with the Minnesota Compulsory Instruction Law, Minnesota Statutes, section § 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

a) A parent, guardian, or other person having control of a child may apply to a school district to have the child excused from attendance for the whole or any part of the time school is in session during any school year. Application may be submitted to any school building main office~~made to any member of the board, a truant officer, a principal, or the superintendent~~. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse.

b) To be considered an excused absence, the student's parent or ~~legal~~ guardian may be asked to verify, in writing, the reason for the student's absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school may be required as a valid excuse~~is a valid excuse~~.

c) The board of the district in which the child resides may approve the application under subparagraph (a) above upon the following being demonstrated to the

satisfaction of that board:

d) Legitimate Exceptions

The following reasons shall be sufficient to constitute excused absences:

(1) that the child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:~~Illness~~

(a) child illness, medical, dental, orthodontic, or counseling appointments; including appointments conducted through telehealth;

(b) family emergencies;

(c) the death or serious illness or funeral of an immediate family member, or of a close friend or relative;

(d) active duty in any military branch of the United States;

(e) the child has a condition that requires ongoing treatment for a mental health diagnosis;~~ or~~

(f) other exemptions included in this attendance policy;~~:~~

(g) c~~C~~ourt appearances occasioned by family or personal action;

(h) physical emergency conditions such as fire, flood, storm, etc.;

(i) official school field trip or other school-sponsored outing;

(j) removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work;

(k) religious holidays;

(l) family vacations; or

(m) personal trips to colleges or schools.

(2) that the child has already completed state and district standards required for graduation from high school; or

(3) that it is the wish of the parent, guardian, or other person having control of the child, that the child attend for a period or periods not exceeding in the aggregate three hours in any week, instruction conducted by a Tribal

spiritual or cultural advisor, or a school for religious instruction conducted and maintained by a church, or association of churches, or any Sunday school association incorporated under the laws of this state, or any auxiliary thereof. This instruction must be conducted and maintained in a place other than a public school building, and it must not, in whole or in part, be conducted and maintained at public expense. A child may be absent from school on days that the child attends upon instruction according to this clause; or ~~Serious illness in the student's immediate family¶~~

~~A death or funeral in the student's immediate family or of a close friend or relative¶~~

~~Medical, dental, or orthodontic treatment, or a counseling appointment~~

(4) ~~Court appearances occasioned by family or personal action~~

~~Religious instruction not to exceed three hours in any week~~

(5) ~~Physical emergency conditions such as fire, flood, storm, etc.~~

(6) ~~Official school field trip or other school-sponsored outing~~

(7) ~~Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.~~

~~Family emergencies~~

~~Active duty in any military branch of the United States~~

(8) ~~Religious holidays~~

(9) ~~Family vacations~~

(10) ~~Personal trips to colleges or schools~~

~~A student's condition that requires ongoing treatment for a mental health diagnosis~~

e) Consequences of Excused Absences

(1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.

(2) Provisions will be established by the school district to allow reasonable

time for make-up work. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

2. Unexcused Absences

a) The following are examples of absences which will not be excused:

(1) Truancy. An absence by a student which was not approved by the parent and/or the school district.

(2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures.

(3) Work at home.

(4) Work at a business, except under a school-sponsored work release program.

(5) Absences resulting from accumulated unexcused tardies (three (3) tardies equal one unexcused absence).

(6) Any other absence not included under the attendance procedures set out in this policy.

b) Consequences of Unexcused Absences

(1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

(2) Days during which a student is suspended from school shall not be counted in a student's total cumulated unexcused absences.

(3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

(4) Students with unexcused absences shall be subject to disciplinary consequences as established at each school site.

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times.

Failure to do so constitutes tardiness.

2. Procedures for Reporting Tardiness

   a) Students tardy at the start of school must report to the school office for an admission slip.

   b) Tardiness between periods will be handled by the teacher.

3. Excused Tardiness Valid excuses for tardiness are:

   a) Illness.

   b) Serious illness in the student's immediate family.

   c) A death or funeral in the student's immediate family or of a close friend or relative.

   d) Medical, dental, orthodontic, or mental health treatment.

   e) Court appearances occasioned by family or personal action.

   f) Physical emergency conditions such as fire, flood, storm, etc.

   g) Any tardiness for which the student has been excused in writing by an administrator or faculty member.

   h) Religious instruction or commitment.

4. Unexcused Tardiness

   a) An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

   b) Consequences of tardiness may include detention after 3 unexcused tardies. In addition, 3 unexcused tardies are equivalent to one unexcused absence. ~~unexcused tardiness will be established at each school site.~~

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.

2. School-initiated absences will be accepted and participation permitted.

3. A student must be present for at least 50% of their scheduled school day in order to

be eligible to participate on that given day.

4. Students who are in attendance at the start of the school day will typically not be allowed to participate in any extra-curricular activities if the student leaves school due to personal illness.

5. If a student is absent from school due to medical reasons (except illness noted above), he or she must present a physician's statement or a statement from the student's parent, or guardian, clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program. Coaches/Advisors will monitor and enforce this procedure.

6. Students missing school for reasons other than illness must have an excused absence in order to participate. Final authority for infractions of this rule will rest with the overseeing administration. Examples of excused absences: doctor excused, family emergency, death in family, school authorized absences (i.e. field trips, college visits, etc.), religious release and family vacations.

III. DISSEMINATION OF POLICY

Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

IV. REQUIRED REPORTING

A. Continuing Truant

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes, section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes, section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or

2. Three or more class periods on three days if the child is in middle school or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes, section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or ~~legal~~ guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;

2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;

3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes, section 120A.22 and parents or guardians, who fail to meet this obligation may be subject to prosecution under Minnesota Statutes, section 120A.34;

4. That this notification serves as the notification required by Minnesota Statutes, section 120A.34;

5. That alternative educational programs and services may be available in the child's enrolling or resident district;

6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;

7. That if the child continues to be truant, the parent and the child may be subject to juvenile court proceedings under Minnesota Statutes, section 260C;

8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes, section 260C.201; and

9. It is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.

2. A school district attendance officer shall refer a habitual truant child and the child's parent or ~~legal~~ guardian to appropriate services and procedures, under Minnesota Statutes, chapter 260A.

Legal References: *Minn. Stat. § 120A.05 (Definitions)*
Minn. Stat. § 120A.22 (Compulsory Instruction)

Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 120A.34 (Violations; Penalties)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 260A.02 (Definitions)
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
Minn. Stat. § 260C.007, Subd. 19 (Habitual Truant Defined)
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565, 95 S.Ct. 729 (1975)
Slocum v. Holton Board of Education, 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Board of Education of New Milford, 475 A.2d 289 (Conn. 1984)
Hamer v. Board of Education of Township High School District No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. School District R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Board of Education, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross References: *ISD 200 Policy 506 (Student Discipline)*

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Policy Adopted: *12.20.2023*
Policy Revised: *07.01.2024*

505 TEMPORARY DISTRIBUTION OF NON-SCHOOL SPONSORED MATERIALS ON SCHOOL PREMISES BY STUDENTS AND EMPLOYEES

I. PURPOSE

The purpose of this policy is to protect the exercise of students' and employees' free speech rights, taking into consideration the educational objectives and responsibilities of the school district.

II. GENERAL STATEMENT OF POLICY

A. The school district recognizes that students and employees have the right to express themselves on school property. This protection includes the right to distribute, at a reasonable time and place and in a reasonable manner, non-school-sponsored material.

B. To protect First Amendment rights, while at the same time preserving the integrity of the educational objectives and responsibilities of the school district, the school board adopts the following regulations and procedures regarding distribution of non-school-sponsored material on school property and at school activities.

III. DEFINITIONS

A. "Distribute" or "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, temporarily posting or displaying material, or placing material in internal staff or student mailboxes.

B. "Non-school-sponsored material" or "unofficial material" includes all materials or objects intended for distribution, except school newspapers, employee newsletters, literary magazines, yearbooks and other publications funded and/or sponsored or authorized by the school. Examples of non-school-sponsored materials include but are not limited to leaflets, brochures, buttons, badges, flyers, petitions, posters, and underground newspapers whether written by students or employees or others, and tangible objects.

C. "Obscene to minors" means:

1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;

2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, or lewd exhibition of the genitals; and

3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

D. "Minors" means any person under the age of eighteen (18).

E. "Material and substantial disruption" of a normal school activity means:

1. Where the normal school activity is an educational program of the district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.

2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, specific facts must exist upon ~~there must exist specific facts upon~~ which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

F. "School activities" means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays and other theatrical productions, and in-school lunch periods.

G. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower that individual in the esteem of the community.

IV. GUIDELINES

A. Students and employees of the school district have the right to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner,

non-school-sponsored material.

B. Requests for distribution of non-school-sponsored material will be reviewed by the administration on a case-by-case basis. However, distribution of the materials listed below is always prohibited. Material is prohibited that:

1. is obscene to minors;

2. is libelous or slanderous;

3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;

4. advertises or promotes any product or service not permitted to minors by law;

5. advocates violence or other illegal conduct;

6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious or ethnic origin);

7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

C. Distribution by students and employees of non-school-sponsored materials on school district property are subject to reasonable time, place, and manner restrictions set forth below. In making decisions regarding the time, place, and manner of distribution, the administration will consider factors including, but not limited to, the following:

1. whether the material is educationally related;

2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;

3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;

4. the quantity or size of materials to be distributed;

5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;

6. whether distribution would require that nonschool persons be present on the school grounds;

7. whether the materials are a solicitation for goods or services not requested by the recipients.

V. TIME, PLACE, AND MANNER OF DISTRIBUTION

A. No non-school-sponsored material shall be distributed during and at the place of a normal school activity if it is reasonably likely to cause a material and substantial disruption of that activity.

B. Distribution of non-school-sponsored material is prohibited when it blocks the safe flow of traffic within corridors and entrance ways of the school, and school parking lots. Distribution shall not impede entrance to or exit from school premises in any way.

C. No one shall coerce a student or staff member to accept any publication.

D. The time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

VI. PROCEDURES

A. Any student or employee wishing to distribute (as defined in this policy) nonschool-sponsored material must first submit for approval a copy of the material to the principal at least 24 hours in advance of desired distribution time, together with the following information:

1. Name and phone number of the person submitting the request and, if a student, the room number of his or her first-period class.

2. Date(s) and time(s) of day intended for distribution.

3. Location where material will be distributed.

4. If intended for students, the grade(s) of students to whom the distribution is intended.

B. Within one school day, the principal will review the request and render a decision. In the event that permission to distribute the material is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.

C. If the person submitting the request does not receive a response within one school day, the person shall contact the office to verify that the lack of response was not due to an inability to locate the person.

D. If the person is dissatisfied with the decision of the principal, the person may submit a written request for appeal to the superintendent. If the person does not receive a response within three (3) school days (not counting Saturdays, Sundays, and holidays) of submitting the appeal, the person shall contact the office of the superintendent to verify that the lack of response is not due to an inability to locate the person.

~~If the person submitting the request does not receive a response within one school day, the person shall contact the office to verify that the lack of response was not due to an inability to locate the person.~~

E. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.

VII. DISCIPLINARY ACTION

A. Distribution by any student of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and disciplinary action will be taken in accordance with the school district's Student Discipline Policy.

B. Distribution by any employee of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and appropriate disciplinary action will be taken, in accordance with any individual contract, collective bargaining agreement, school district policies and procedures, and/or governing statute.

C. Any other party violating this policy will be requested to leave the school property immediately and, if necessary, the police will be called.

VIII. NOTICE OF POLICY TO STUDENTS AND EMPLOYEES

A copy of this policy will be published in student handbooks and posted in school buildings.

IX. IMPLEMENTATION

The school district administration may develop any additional guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.

Legal References: *U. S. Const., Amend. I*
Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988)

Bethel Sch. Dist. No. 403 v. Fraser, 478 U.S. 675 (1986)
Tinker V. Des Moines Indep. Sch. Dist., 393 U.S. 503 (1969)
Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987~~6~~)
Roark v. South Iron R-1 School Dist., 573 F.3d 556 (8th Cir. 2009)
Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist., 640 F.3d 329 (8th Cir. 2011), cert. denied 565 U.S. 1036 (2011)

Cross References:

ISD 200 Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
ISD 200 Policy 506 (Student Discipline)
ISD 200 Policy 512 (School-Sponsored Student Publications)
ISD 200 Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

Policy Reviewed: *05.06.2024*
Policy Adopted: *11.15.2006*
Policy Revised: *05.30.2024*

507.5 SCHOOL RESOURCE OFFICERS

I. PURPOSE

The purpose of this policy is to establish the contractual duties and training requirements of a school resource officer.

II. GENERAL STATEMENT OF POLICY

The school district, upon securing the services of one or more school resource officers, is committed to establishing the qualifications and duties required of these officers. Any contract for the services of a school resources officer with the school district must meet the requirements of this policy.

III. DEFINITIONS

A. "School" means an elementary school, middle school or secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13.

B. "School Resource Officer" means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer's regular responsibilities through the terms of a contract entered between the peace officer's employer and the designated school district or charter school.

IV. CONTRACTUAL DUTIES

A. A school resource officer's contractual duties with the school district shall include:

1. fostering a positive school climate through relationship building and open communication;
2. protecting students, staff, and visitors to the school grounds from criminal activity;
3. serving as a liaison from law enforcement to school officials;
4. providing advice on safety drills;
5. identifying vulnerabilities in school facilities and safety protocols;
6. educating and advising students and staff on law enforcement topics; and,
7. enforcement of criminal laws.

B. The school district may contract with a school resource officer's

employer for the officer to perform additional duties to those described in paragraph IV.A.

C. A school resource officer must not use force or the authority of their office solely to enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.

D. Nothing in this Article limits any other duty or responsibility imposed on peace officers; limits the expectation that peace officers will exercise professional judgment and discretion to protect the health, safety, and general welfare of the public when carrying out their duties; or creates a duty for school resource officers to protect students, staff, or others on school grounds that is different from the duty to protect the public as a whole.

V. TRAINING

A. Except as provided for in paragraphs V.B., V.C., and V.D. below, beginning September 1, 2025, a peace officer assigned to serve as a school resource officer must complete a training course that provides instruction on the learning objectives identified in Minnesota Statutes, section 626.8482, subdivision 4 prior to assuming the duties of a school resource officer.

B. A peace officer who has completed either the School Safety Center standardized Basic School Resource Officer Training or the National School Resource Officer Basic School Resource Officer course prior to September 1, 2025, must complete the training mandated under paragraph V.A. above before June 1, 2027. A peace officer covered under this paragraph may complete a supplemental training course approved by the board pursuant to Minnesota Statutes, section 626.8482, subdivision 4, paragraph (b), to satisfy the training requirement.

C. If an officer's employer is unable to provide the required training course to the officer prior to the officer assuming the duties of a school resource officer, the officer must complete the required training within six months of assuming the duties of a school resource officer. The officer is not required to perform the duties described in Minnesota Statutes, section 626.8482, subdivision 2, paragraph (a), clause (4) or (5), until the officer has completed the required training course. The officer must review any policy adopted by the officer's employer pursuant to section 626.8482, subdivision 6 before assuming the other duties of a school resource officer and must comply with that policy.

D. An officer who is serving as a substitute school resource officer for fewer than 60 student contact days within a school year is not obligated to complete the required training or perform the duties described in Minnesota Statutes, section 626.8482 subdivision 2, paragraph (a), clause (4) or (5), but must review and comply with any

policy adopted pursuant to subdivision 6 by the law enforcement agency that employs the substitute school resource officer.

E. For each school resource officer employed by an agency, the chief law enforcement officer must maintain a copy of the most recent training certificate issued to the officer for completion of the training mandated under this section.

Legal References: *Minn. Stat. § 120A.05, subds. 9, 11, and 13 (Definitions)*
Minn. Stat. § 120B.02, subd. 25 (General Powers of Independent School Districts – School Resource Officers)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)

Cross References: *MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)*
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)

Policy Reviewed: *05.17.2024*
Policy Adopted: *00.00.00*
Policy Revised: *00.00.00*

508 EXTENDED SCHOOL YEAR FOR CERTAIN STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS

I. PURPOSE

The purpose of this policy is to ensure that the school district complies with the overall requirements of law as mandated for students with special education needs who are eligible for an individualized education plan (IEP) when necessary to provide a free appropriate public education (FAPE).

II. GENERAL STATEMENT OF POLICY

A. Extended School Year Services Must Be Available to Provide a FAPE The school district shall provide extended school year (ESY) services to a student who is on an IEP, if the student's IEP team determines the services are necessary during a break in instruction in order to provide a FAPE.

B. Extended School Year Determination. At least annually, the IEP team must determine that a student is in need of ESY services if the student meets any of the following conditions:

1. There will be significant regression of a skill or acquired knowledge from the student's level of performance on an annual goal that requires more than the length of the break in instruction to recoup, unless the IEP team determines a shorter time for recoupment is more appropriate; OR

2. Services are necessary for the student to attain and maintain self-sufficiency because of the critical nature of the skill addressed by an annual goal, the student's age and level of development, and the timeliness for teaching the skill; OR

3. The IEP team otherwise determines, given the student's unique needs, that ESY services are necessary to ensure the pupil receives a FAPE.

C. Required Factors Schools Must Consider in Making ESY Determinations The IEP team must decide ESY eligibility using information including:

1. Prior observations of the student's regression and recoupment over the summer;

2. Observations of the student's tendency to regress over extended breaks in instruction during the school year; and

3. Experience with other students with similar instructional needs.

D. Additional Factors to Consider, Where Relevant In making its determination of ESY needs, the following factors must be considered, where relevant:

1. The student's progress and maintenance of skills during the regular school year.

2. The student's degree of impairment.

3. The student's rate of progress.

4. The student's behavioral or physical problems.

5. The availability of alternative resources.

6. The student's ability and need to interact with nondisabled peers.

7. The areas of the student's curriculum which need continuous attention.

8. The student's vocational needs.

E. No Unilateral Decisions
In the course of providing ESY services to children with disabilities, the school district may not unilaterally limit the type, amount, or duration of those services.

F. Services to Nonresident Students Temporarily Placed in School District
A school district may provide ESY services to nonresident children with disabilities temporarily placed in the school district in accordance with applicable state law.

Legal References: *Minn. Stat. § 125A.14 (Extended School Year)*
Minn. Rules Part 3525.0755
20 U.S.C. § 1400 et seq.(Individuals with Disabilities Education Act (
34 C.F.R. Part 300 (Assistance to States for the Education of Children with Disabilities)

Cross References: *None*

Policy Reviewed: 08.11.2022
Policy Adopted:

Policy Revised: 09.28.2022

102 EQUAL EDUCATIONAL OPPORTUNITY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to provide equal educational opportunity for all students. The school district does not ~~unlawfully~~ discriminate on the basis of one or more of the following: race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age. The school district also makes reasonable accommodations for disabled students.

B. The school district prohibits the harassment and discrimination of any individual for any of the categories listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (Policy 413).

C. The school district prohibits Discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district's corresponding procedures for addressing disability discrimination complaints, refer to the school district's policy on student disability nondiscrimination (Policy 521).

D. The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and the school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).

E. The school district shall provide equal opportunity for members of each sex and to members of all races and ethnicities to participate in its athletic program. In determining whether equal opportunity to participate in athletic programs is available for the purposes of this law, at least the following factors shall be considered to the extent that they are applicable to a given situation: whether the

opportunity for males and females to participate in the athletic program reflects the demonstrated interest in athletics of the males and females in the student body of the educational institution; whether the opportunity for members of all races and ethnicities to participate in the athletic program reflects the demonstrated interest in athletics of members of all races and ethnicities in the student body of the educational institution; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of each sex; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of all races and ethnicities; the provision of equipment and supplies, scheduling of games and practice times; assignment of coaches; provision of locker rooms; practice and competitive facilities; and the provision of necessary funds for teams of one sex.

F. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.

G. Every school district employee shall be responsible for complying with this policy.

H. Any student, parent, or guardian having a question regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

Legal References: *Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)*
Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1681 et seq. (Title IX of the Education Amendments of 1972)
42 U.S.C. § 2000d et seq. (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 12101 et seq. (Americans with Disabilities Act)

Cross References: *ISD 200 Policy 413 (Harassment and Violence)*
ISD 200 Policy 521 (Student Disability Nondiscrimination)
ISD 200 Policy 522 (Student Sex Nondiscrimination Policy, Title IX Grievance Procedure and Process)

Reviewed: *09.22.2021*
Adopted: *09.22.2021*
Revised: *07.01.2024*

204 SCHOOL BOARD MEETING MINUTES

I. PURPOSE

The purpose of this policy is to establish procedures relating to the maintenance of records of the school board and the publication of its official proceedings.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to maintain its records so that they will be available for inspection by members of the general public and to provide for the publication of its official proceedings in compliance with law.

III. MAINTENANCE OF MINUTES AND RECORDS

A. The clerk or designee shall keep and maintain permanent records of the school board, including records of the minutes of school board meetings and other required records of the school board. All votes taken at meetings required to be open to the public pursuant to the Minnesota Open Meeting Law shall be recorded in a journal or meeting minutes kept for that purpose. Public records maintained by the school district shall be available for inspection by members of the public during the regular business hours of the school district. Minutes of meetings shall be available for inspection at the administrative offices of the school district after they have been prepared. Minutes of a school board meeting shall be approved or modified by the school board at a subsequent meeting, which action shall be reflected in the official proceedings of that subsequent meeting.

B. Recordings of Closed Meetings

1. All closed meetings, except those closed as permitted by the attorney- client privilege, must be electronically recorded at the expense of the school district. Recordings of closed meetings shall be made separately from the recordings of an open meeting, to the extent such meetings are recorded. If a meeting is closed to discuss more than one (1) matter, each matter shall be separately recorded.

2. Recordings of closed meetings shall be preserved by the school district for the following time periods

a. Meetings closed to discuss labor negotiations strategy shall be preserved for two (2) years after the contract is signed.

b. Meetings closed to discuss security matters shall be preserved for at least four (4) years.

c. Meetings closed to discuss the purchase or sale of property shall be preserved for at least eight (8) years after the date of the meeting.

d. All other closed meetings shall be preserved by the school district for at least three (3) years after the date of the meeting.

e. Following the expiration of the above time periods, recordings of closed meetings shall be maintained as set forth in the school district's Records Retention Schedule.

3. Recordings of closed meetings shall be classified by the school district as protected non-public data that is not accessible by the public or any subject of the data, with the following exceptions:

a. Recordings of labor negotiations strategy meetings shall be classified as public data and made available to the public after all labor contracts are signed by the school district for the current budget period.

b. Recordings of meetings related to the purchase or sale of property shall be classified as public data and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school district has abandoned the purchase or sale.

c. Recordings of any other closed meetings shall be classified and/or released as required by court order.

4. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.3. above. Recordings of closed meetings classified as non-public data also shall be maintained in a secure location, separate from recordings classified as public data.

5. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:

   a. The date of the closed meeting;

   b. The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational data, etc.); and

   c. The classification of the data.

6. Recordings of closed meetings related to labor negotiations strategy and the purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon the occurrence of an event reclassifying that data as set forth in Section III.B.3 above.

IV. PUBLICATION OF OFFICIAL PROCEEDINGS

A. The school board shall cause its official proceedings to be published once in the official newspaper of the school district within thirty (30) days of the meeting at which the proceedings occurred; however, if the school board conducts regular meetings not more than once every thirty (30) days, the school board need not publish the minutes until ten (10) days after they have been approved by the school board.

B. The proceedings to be published shall be sufficiently full to fairly set forth the proceedings. They must include the substance of all official actions taken by the school board at any regular or special meeting, and at minimum must include the subject matter of a motion, the persons making and seconding the motion, a listing of how each member present voted on the motion, the character of resolutions offered including a brief description of their subject matter and whether adopted or defeated. The minutes and permanent records of the school board may include more detail than is required to be published with the official proceedings. If the proceedings have not yet been approved by the school board, the proceedings to be published may reflect that fact.

C. The proceedings to be published may be a summary of the essential elements of the proceedings, and/or of resolutions and other official actions of the school board. Such a summary shall be written in a clear and coherent manner and shall, to the extent possible, avoid the use of technical or legal terms not generally familiar to the public. When a summary is published, the publication shall clearly indicate that the published material is only a summary and that the full text is available for public

inspection at the administrative offices of the school district and that a copy of the proceedings, other than attachments to the minutes, is available without cost at the offices of the school district or by means of standard or electronic mail.

Legal References: *Minn. Stat. § 13D.01, Subds. 4-6 (Meetings Must be Open to the Public; Exceptions ~~Open Meeting Law~~)*
Minn. Stat. § 123B.09, Subd. 10 (Boards of Independent School Districts)
Minn. Stat. § 123B.14, Subd. 7 (Officers of Independent School Districts)
Minn. Stat. § 331A.01 (Definition)
Minn. Stat. § 331A.05, Subd. 8 (Form of Public Notices)
Minn. Stat. § 331A.08, Subd. 3 (Computation of Time)
Op. Atty. Gen. 161-a-20, December 17, 1970
Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W.2d 428 (1956)

Cross References: *ISD 200 Policy 205 (Open Meetings and Closed Meetings)*

Policy Reviewed: *05.31.2023*
Policy Adopted: *06.28.2023*
Policy Revised: *07.01.2024*

207 PUBLIC HEARINGS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. PROCEDURES

A. Public Hearings

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

B. Notice of Public Hearings

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

C. Public Participation

The school board retains the right to designate time, place, and manner unless otherwise directed by law.

Legal References: *Minn. Stat. § 123A.15 (Establishing Education Districts)*
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)

Cross References: *ISD 200 Policy 206 (Public Participation in School Board*

Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

Policy Reviewed: *07.12.2023*
Policy Adopted: *08.23.2023*
Policy Revised: *07.01.2024*

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 is regarded as having such an impairment.

2. "Familial status" means the condition of one or more minors ~~being domiciled with~~:

a. the~~ir~~ minor's 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. Familial status also means residing with and caring for one or more individuals who lack the ability to meet essential requirements for physical health, safety, or self-care because the individual or individuals are unable to receive and evaluate information or make or communicate decisions. 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.

   "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.

8. "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. <u>Sexual Harassment; Definition for Purposes of this Policy</u>

1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:

   a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or

   b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or

   c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.

2. Sexual harassment may include, but is not limited to:

   a. unwelcome verbal harassment or abuse;

   b. unwelcome pressure for sexual activity;

   c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;

   d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;

   e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or

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

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat 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)
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 402 (Disability Nondiscrimination Policy)
ISD 200 Policy 406 (Public and Private Personnel Data)
ISD 200 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 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 526 (Hazing Prohibition)

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Policy Revised: 07.01.2024

416 DRUG, ALCOHOL, AND CANNABIS TESTING

I. PURPOSE

A. The school board recognizes the significant problems created by drug,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, 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, 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, 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, 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, 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. 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 cannabis. 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, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.

d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full

pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of the query.

2. Post-Accident Testing

a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.

b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.

c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.

d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.

e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.

f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for

not administering the test.

g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

3. Random Testing

a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.

b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.

c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as a random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.

d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.

e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, within four (4) hours before coming on duty, or just after the period of the work day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.

b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.

c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.

d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.

Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.

6. 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.

An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

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.

If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability

to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.

b. 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.

c. 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.

d. 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.

e. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:

(1) The donor expressly declines the opportunity to discuss the test results;

(2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or

(3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.

b. Any test result less than 0.02 alcohol concentration is considered a "negative" test.

c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.

d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.

e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or

driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:

   a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP;

   b. and the employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.

   c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

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

L. Confidentiality of Test Results

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

M. Recordkeeping Requirements and Retention of Records

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

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

Basic records 5 years

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

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

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

3. Personal Information

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

a. The name of the person tested;

b. Any verified positive, adulterated, or substituted drug test result;

c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;

d. Any refusal to submit to any test required hereunder;

e. Any report by a supervisor of actual knowledge of use as follows

i. Any on-duty alcohol use;

ii. Any pre-duty alcohol use;

iii. Any alcohol use following an accident; and

iv. Any controlled substance use.

f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;

g. Any negative return-to-duty test; and

h. Any employer's report of completion of follow-up testing.

N. Training

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

O. Consequences of Prohibited Conduct and Enforcement

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

2. Referral, Evaluation, and Treatment

a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.

c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.

d. Drivers who engage in prohibited conduct also are required to

comply with follow-up testing requirements.

3. Disciplinary Action

a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug, alcohol, and cannabis testing other than that required by federal law. For example, drivers may be requested or required to undergo drug,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.

Q. Report to Clearinghouse

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

R. Annual Clearinghouse Query

1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled

substance and alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearing House but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.

2. The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.

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

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

IV. 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 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.

8. “Oral fluid test” means analysis of a saliva sample for the purpose of measuring the presence of the same substances as drug and alcohol testing and cannabis testing that:

   a. can detect drugs, alcohol, cannabis, or their metabolites 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; and

   b. does not require the services of a testing laboratory under section 181.953, subdivision 1.

9. “Other Employees” means any persons, independent contractors, or persons working for an independent contractor who perform services for the 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.

10. “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.

11. “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 discretion to waive the selection of any employee selected under the mechanism.

12. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

13. "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 may~~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 policy; and either (1) is conducted by a testing laboratory that meets one of the criteria listed in Minnesota Statutes, section 181.953, subdivision 1;~~.~~ or (2) complies with the oral fluid test procedures under section 181.953, subdivision 5a.

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. Oral fluid testing

a. When drug and alcohol testing or cannabis testing is otherwise authorized under Minnesota Statutes, section 181.951, the school

district may request an employee or job applicant to undergo oral fluid testing according to the procedures under Minnesota Statutes, section 181.953, subdivision 5a as an alternative to using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1.

b. The employee must be informed of the test result at the time of the oral fluid test. Within 48 hours of an oral fluid test that indicates a positive test result or that is inconclusive or invalid, the employee or job applicant may request drug or alcohol testing or cannabis testing at no cost to the employee or job applicant using the services of a testing laboratory under Minnesota Statutes, section 181.953, subdivision 1, and according to the existing laboratory testing standards in subdivisions 1 to 5. The rights, notice, and limitations in Minnesota Statutes, section 181.953, subdivision 6, paragraph (b), and subdivisions 7 to 8 and 10 to 11 apply to an employee or job applicant and a laboratory test conducted pursuant to this paragraph.

c. If the laboratory test under paragraph (b) above indicates a positive result, any subsequent confirmatory retest, if requested by the employee or job applicant, must be conducted following the retest procedures provided in Minnesota Statutes, section 181.953, subdivision 6, paragraph (c), and subdivision 9 at the employee's or job applicant's own expense.

d. Nothing in this subdivision is intended to modify the existing requirements for drug and alcohol testing or cannabis testing in the workplace under Minnesota Statutes, sections 181.950 to 18.957, unless stated otherwise.

5. 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.

6. 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.

7. 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.

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

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

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

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

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

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

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

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing or requesting cannabis testing, the school district shall provide the employee or job applicant with a Pretest Notice 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 medical 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. 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, 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.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

3. The school district may not discharge an employee for whom a positive test

result on a confirmatory test was the first such result for the employee on a drug or alcohol test 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,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.

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

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

H. Chain-of-Custody Procedures

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

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;

2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;

3. A sample must be accompanied by a written chain-of-custody record; and

4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

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

2. Confidentiality Limitations

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

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

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

4. Privilege

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

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug,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.

V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job

applicants in its personnel office or other suitable locations.

Legal References: *Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) Minn. Stat. Ch. 43A (State Personnel Management)*
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
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 200 Policy 406 (Public and Private Personnel Data)*
ISD 200 Policy 417 (Chemical Use and Abuse)
ISD 200 Policy 418 (Drug-Free Workplace/Drug-Free School)

Policy Reviewed: *01.16.2024*
Policy Adopted: *01.24.2024*
Policy Revised: *07.01.2024*

418 DRUG-FREE WORKPLACE DRUG-FREE SCHOOL

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances before , during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids, edible cannabinoid products, and controlled substances in any school location.

C. An individual may not use or possess cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13, including all facilities, whether owned, rented , or leased, and all vehicles that the school district owns, leases, rents, contracts for, or controls.

D. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

A. "Alcohol" includes any alcoholic beverage, malt beverage, fortified wine, or other intoxicating liquor

B. “Controlled substances” include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code, section 812, including analogues and look-alike drugs.

C. “Edible cannabinoid product” means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

D. “Nonintoxicating cannabinoid” means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by injection, inhalation, ingestion, or by any other immediate means.

E. “Medical cannabis” means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; or (4) any other method, excluding smoking, approved by the commissioner.

F. “Possess” means to have on one’s person, in one’s effects, or in an area subject to one’s control.

G. “School location” includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

H. “Sell” means to sell, give away, barter, deliver, exchange, distribute or dispose of to another, or to manufacture; or to offer or agree to perform such an act, or to possess with intent to perform such an act.

I. “Toxic substances” includes (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance

declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the Commissioner

J. "Use" means to sell, buy, manufacture, distribute, dispense, be under the influence of, or consume in any manner, including, but not limited to, consumption by injection

IV. EXCEPTIONS

A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, or nonintoxicating cannabinoids, or edible cannabinoid products which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, Subd. 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

C. A violation of this policy does not occur when a person uses or possesses a toxic substance unless they do so with the intent of inducing or intentionally aiding another in inducing intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor.

D. The school district may not refuse to enroll or otherwise penalize a patient or person enrolled in the Minnesota Patient Registry Program as a pupil solely because the patient or person is enrolled in the registry program, unless failing to do so would violate federal law or regulations or cause the school to lose a monetary or licensing-related benefit under federal law or regulations.

V. PROCEDURES

A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, must comply with the school district's student medication policy.

B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, are permitted to possess such

controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

D. Employees are subject to the school district's drug and alcohol testing policies and procedures.

E. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.

F. No person is permitted to possess or use medical cannabis on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility.

G. Possession of alcohol on school grounds pursuant to the exceptions of Minn. Stat. § 624.701, Subd. 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. SCHOOL PROGRAMS

A. Starting in the 2026-2027 school year, the school district must implement a comprehensive education program on cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, for students in middle school and high school. The program must include instruction on the topics listed in Minnesota Statutes, section 120B.215, subdivision 1 and must:

1. respect community values and encourage students to communicate with parents, guardians, and other trusted adults about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl; and

2. refer students to local resources where students may obtain medically accurate information about cannabis use and substance use, including but not limited to the use of fentanyl or mixtures containing fentanyl, and treatment for a substance use disorder.

B. School district efforts to develop, implement, or improve instruction or curriculum as a result of the provisions of this section must be consistent with Minnesota Statutes, sections 120B.10 and 120B.11.

C. Notwithstanding any law to the contrary, the school district shall have a procedure for a parent, a guardian, or an adult student 18 years of age or older to review the content of the instructional materials to be provided to a minor child or to an adult student pursuant to this article. The district must allow a parent or adult student to opt out of instruction under this article with no academic or other penalty for the student and must inform parents and adult students of this right to opt out.

VII. ENFORCEMENT

A. Students

1. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

2. The student may be referred to a drug or alcohol assistance or rehabilitation program and/or to law enforcement officials when appropriate.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.

3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any

employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.

4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with 418-4 applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Legal References:

Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 609.684 (Sale of Toxic Substances to Children; Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7165 (Safe and Drug-Free Schools and Communities Act)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-wide Requirements for Drug-Free Workplace)

Cross References:

ISD 200 Policy 416 (Drug and Alcohol Testing)
ISD 200 Policy 417 (Chemical Use and Abuse)
ISD 200 Policy 506 (Student Discipline)
ISD 200 Policy 516 (Student Medication)

Policy Reviewed: *07.12.2023*
Policy Adopted: *07.27.2023*
Policy Revised: *07.01.2024*

419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.

B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.

C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.

D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

III. DEFINITIONS

A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery devices include, but are not limited to, devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery devices include any component part of a product, whether or not marketed or sold separately. Electronic delivery devices exclude drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

B. "Heated tobacco product" means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.

C. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

D. "Tobacco-related devices" means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.

E. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.

F. "Vaping" means using an activated electronic delivery device or heated tobacco product.

IV. EXCEPTIONS

A. A violation of this policy does not occur when a Native American adult lights tobacco on school district property as a part of a traditional Native American spiritual or cultural ceremony. A Native American student may carry a medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices. A Native American is a person who is a member of a Native American tribe as defined under Minnesota law.

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

C. An American Indian student or staff member may use tobacco, sage, sweetgrass, and cedar to conduct individual or group smudging in a public school. The process for conducting smudging is determined by the building or site administrator. Smudging must be conducted under the direct supervision of an appropriate staff member, as determined by the building or site administrator.

V. VAPING PREVENTION INSTRUCTION

A. The school district must provide vaping prevention instruction at least once to students in grades six through eight.

B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.

VI. ENFORCEMENT

A. All individuals on school premises shall adhere to this policy.

B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.

C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.

D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.

E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.

F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.

G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VII. DISSEMINATION OF POLICY

A. This policy shall appear in the student handbook.

B. The school district will develop a method of discussing this policy with students and employees.

Legal References: *Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)*
Minn. Stat. § 121A.08 (Smudging Permitted)
Minn. Stat. § 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to Persons Under Age 21)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: *ISD 200 Policy 506 (Student Discipline)*

Policy Reviewed: *01.26.2024*
Policy Adopted: *04.24.2024*
Policy Revised: *07.01.2024*

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 United States Code section 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 Code of Federal Regulations Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and Minn. Rules parts 1205.0100-1205.2000.

III. DEFINITIONS

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

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

C. Dates of Attendance "Dates of attendance," as referred to in "Directory Information," means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, satellite, internet or other electronic communication technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

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

   a) a student's social security number;

   b) a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;

   c) a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;

   d) personally identifiable data which references religion, race, color, social position, or nationality; or

   e) data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

2. Under Minnesota law, a school district may not designate a student's home address, telephone number, email address, or other personal contact information as "directory information".

E. Education Records

1. What constitutes "education records." Education records means those records which: (1) are directly related to a student; and (2) are maintained by the school district or by a

party acting for the school district.

2. What does not constitute an education record. The term, "education records," does not include:

   a) Records of instructional personnel that are:

      (1) are in the sole possession of the maker of the record;

      (2) used as a personal memory aid;

      (3) are not accessible or revealed to any other individual except a substitute teacher; and

      (4) are destroyed at the end of the school year.

   b) Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:

      (1) maintained separately from education records;

      (2) maintained solely for law enforcement purposes; and

      (3) disclosed only to law enforcement officials of the same jurisdiction.

   c) Records relating to an individual, including a student, who is employed by the school district which:

      (1) are made and maintained in the normal course of business;

      (2) relate exclusively to the individual in that individual's capacity as an employee; and

      (3) are not available for use for any other purposes

      However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.

   d) Records relating to an eligible student, or a student attending an institution of post-secondary education, which are:

      (1) \made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;

      (2) made, maintained, or used only in connection with the provision of treatment to

the student; and

(3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e) Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

f) Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data"means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance enquiries in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes, section 13.46.

Unless Otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes, section 13.05 or a court order.

G. Eligible Student

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

H. Juvenile Justice System

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

I. Legitimate Educational Interest

"Legitimate educational interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes

a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;

2. Perform a supervisory or instructional task directly related to the student's education; or

3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid; or

4. Perform a task directly related to responding to a request for data.

J. Parent

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

K. Personally Identifiable

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

L. Record

"Record" means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

"Responsible authority" means Superintendent or designee.

N. Student

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

O. School Official

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

P. Summary Data

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

Q. Other Terms and Phrases

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

IV. GENERAL CLASSIFICATION

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

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

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

1. The right to inspect and review the student's education records;

2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;

4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;

5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;

6. The right to be informed about rights under the federal law; and

7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 Code of Federal Regulations, section 99.31(a).

C. Disabled Students

The school district shall follow 34 Code of Federal Regulations, sections 300.610-300.617 with regard to the confidentiality of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.

2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:

   a) a specification of the records to be disclosed;

   b) the purpose or purposes of the disclosure;

   c) the party or class of parties to whom the disclosure may be made;

   d) the consequences of giving informed consent; and

   e) if appropriate, a termination date for the consent.

3. When a disclosure is made under this subdivision:

   a) if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and

   b) if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.

4. A signed and dated written consent may include a record and signature in electronic form that:

   a) identifies and authenticates a particular person as the source of the electronic consent; and

   b) indicates such person's approval of the information contained in the electronic consent.

5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:

   a) in plain language;

   b) Dated;

   c) specific in designating the particular persons or agencies the data subject is

authorizing to disclose information about the data subject;

d) specific as to the nature of the information the subject is authorizing to be disclosed;

e) specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;

f) specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and

g) specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes, chapter. 256B or Minnesota Care under Minnesota Statutes, chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

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

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;

2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:

a) performs an institutional service or function for which the school district would otherwise use employees;

b) is under the direct control of the school district with respect to the use and

maintenance of education records; and

c) will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made.

3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code, section 7917 and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statute, section 260B.171, unless the data are required to be destroyed under Minnesota Statute, section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records which have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:

   a) determine eligibility for the aid;

   b) determine the amount of the aid;

   c) determine conditions for the aid; or

   d) enforce the terms and conditions of the aid."Financial aid" for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution;

6. To state and local officials or authorities to whom such information is specifically

allowed to be reported or disclosed pursuant to state statute adopted:

a) before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or

b) after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers.

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

least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;

9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;

10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, sections 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 United States Code, section~~U.S.C. §~~ 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for

conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;

13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;

14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;

15. To the parent of a student who is not an eligible student or to the student himself or herself;

16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;

17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;

18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:

    a) the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;

    b) the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2)

assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

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

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

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes, section

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

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

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements.

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code, section 5304),

who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

23. When requested, educational agencies or institutions may share personal student contact information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 125A.027.

C. Nonpublic School Students

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

1. Pursuant to a valid court order;

2. Pursuant to a statute specifically authorizing access to the private data; or

3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

VII. RELEASE OF DIRECTORY INFORMATION

A. Educational Data

1. Educational data designated as directory information is public data on individuals to the extent required under federal law. Directory information must be designated pursuant to the provisions of:

a) Minnesota Statutes, section 13.32, subdivision 5; and

b) United States Code, ~~title 20,~~ section 1232g, and Code of Federal Regulations, ~~title 34,~~ section 99.37, which were in effect on January 3, 2012.

2. The school district may not designate a student's home address, telephone number, email address, or other personal contact information as directory information under this section.

3. When requested, the school district must share personal contact information and directory information, whether public or private, with the Minnesota Department of Education, as required for federal reporting purposes.

B. Former Students

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

C. Present Students and Parents

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

1. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specified data about the student as directory information.

2. The school district shall give annual notice by any means that are reasonably likely to inform the parents and eligible students of:

a) the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;

b) the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as

directory information; and

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

3. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.

4. A parent or eligible student may not opt out of the directory information disclosures to:

   a) prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district email address in a class in which the student is enrolled; or

   b) prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

5. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

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

1. Name of the student and/or parent, as appropriate;

2. Home address;

3. School presently attended by student;

4. Parent's legal relationship to student, if applicable; and

5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for

that school year.

E. Duration

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

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

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

B. Private Records Not Accessible to Parent

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

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

   a) whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;

   b) whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;

   c) whether there are grounds for believing that the minor data subject's reasons for

precluding parental access are reasonably accurate;

d) whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and

e) whether the data concerns medical, dental or other health services provided pursuant to Minn. Stat. §§ 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

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

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes, chapter 260E written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes, chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes, chapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or which are retained in anticipation of a pending civil legal action are classified as protected

nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.

2. A complainant has access to a statement he or she provided to the school district.

3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes, section 13.393.

4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:

   a) a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;

   b) the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or

   c) the exhaustion or expiration of rights of appeal by either party to the civil legal action.

5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

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

expressly authorized by law.

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

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

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

A. The school district will release the names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military; and

2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.

C. A parent or eligible student has the right to refuse the release of the name, address, or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority in writing by the first day of school each year. The written request must include the following information:

1. Name of student and parent, as appropriate;

2. Home address;

3. Student's grade level;

4. School presently attended by student;

5. Parent's legal relationship to student, if applicable;

6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and

7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.

D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.

E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

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

B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:

a) The disclosures meet the requirements of Section VI. of this policy; and

b) The school district has complied with the record-keeping requirements of Section XIII. of this policy.

2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code, section 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

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

D. Notification

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

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

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

B. Record Security

The principal of each school subject to the supervision and control of the responsible

authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

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

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

D. Review of Written Plan for Securing Student Records

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

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student which indicates:
    a) the parties who have requested or received personally identifiable information from the education records of the student;
    b) the legitimate interests these parties had in requesting or obtaining the information; and
    c) the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of

disclosure required under this section shall also include:

a) the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;

b) the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and

c) a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations, section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

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

4. The record of requests of disclosures may be inspected by:

   a) the parent of the student or the eligible student;

   b) the school official or his or her assistants who are responsible for the custody of the records; and

   c) the parties authorized by law to audit the record-keeping procedures of the school district.

5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:

a) the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and

b) the parties to whom the school district disclosed the information.

6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

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

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

B. Response to Request for Access

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

C. Right to Inspect and Review

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

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and

2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.

3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

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

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

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

G. Authority to Inspect or Review

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

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:

    a) the cost of materials, including paper, used to provide the copies;

    b) the cost of the labor required to prepare the copies;

    c) any schedule of standard copying charges established by the school district in its normal course of operations;

    d) any special costs necessary to produce such copies from machine based record-keeping systems, including but not limited to computers and microfilm

systems; and

e) mailing costs.

2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.

3. The cost of providing copies shall be borne by the parent or eligible student.

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

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

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

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.

2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.

3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

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

Subdivision C. of this section.

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

2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.

3. Any statement placed in the education records of the student under Subdivision B. of this section shall:

   a) be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and

   b) if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.

2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.

4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and

reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

B. Data practices compliance official means the Superintendent or designee.

C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

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

B. Content of Complaint

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

XVIII. WAIVER

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

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

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

inform the parents and eligible students of the following:

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

2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;

3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;

4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;

5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and

6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

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

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

C. Notification to Parents or Eligible Students Who are Disabled

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

XX. DESTRUCTION AND RETENTION OF RECORDS

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

federal law.

XXI. COPIES OF POLICY

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

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.32, Subd. 5 (Directory Information)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
Minn. Stat. Ch. 256L (MinnesotaCare)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 480.40 (Personal Information, Dissemination)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g et seq. (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 et seq. (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
25 U.S.C. § 5304 (Definitions – Tribal Organization)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 1711 et seq. (Child Nutrition Act)
42 U.S.C. § 1751 et seq. (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 et seq. (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 309 (2002)
Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References:
ISD 200 Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
ISD 200 Policy 417 (Chemical Use and Abuse)
ISD 200 Policy 506 (Student Discipline)

ISD 200 Policy 519 (Interviews of Students by Outside Agencies)
ISD 200 Policy 520 (Student Surveys)
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

Policy Reviewed: *08.11.2022*
Policy Adopted: *06.24.2020*
Policy Revised: *07.01.2024*

516 STUDENT MEDICATION AND TELEHEALTH

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering medications to students.

II. GENERAL STATEMENT OF POLICY

The Hastings school district acknowledges that some students may require medication, or telehealth -during the school day. Medications that can be administered to the student appropriately before or after school will be the responsibility of the parent(s) or guardian. Medications must be Federal Drug Administration (FDA) approved; no dietary or herbal supplements will be administered. School Nursing staff or RN delegated school personnel will administer medications in accordance with law and school district procedures.

III. DRUG AND MEDICATION REQUIREMENTS

A. CONSENT TO GIVE MEDICATIONS

Prescription medication can only be administered according to the written order of a licensed prescriber (MS 151.01 subd 23) and written authorization of a parent or guardian. Over-the-counter medication needs written authorization of a parent or guardian. If more than 10 doses of an over-the-counter medication are required in a school year, a licensed prescriber's signature is necessary in addition to parent signature.

Appropriate written authorization must be completed each school year and/or when a change in the prescription or requirements for administration occurs.

The school must be notified immediately by the parent of any changes in the student's medication. A new container with the new pharmacy/physician instructions shall be required within two days of the change.

B. MEDICATION CONTAINERS

Prescription medications must be brought to school in an original pharmacy labeled container that includes the student's name, medication name, dosage,

route of administration, and time(s) to be given. (Parent should ask the pharmacist to divide the prescription into two bottles; one for school and one for home). Nonprescription medication must come to school in the original container.

C. STORAGE AND TRANSPORTATION OF MEDICATION

All medications are to be stored in locked cabinets in the health office unless noted in a written agreement between school district, parent, and physician, i.e. Action Plans or Individual Health Plans (IHP).

Controlled substances must always be kept in a locked cabinet in the health office and shall not be self administered.

D. DOCUMENTATION OF MEDICATION

A record of the administration of the medication at school shall be kept. School Nursing staff or designated person shall be responsible for the filing of the permission forms in the health folder portion of the student record.

Whenever a controlled substance is brought to school, the amount of the medication will be counted and documented in the student's health record by School Nursing staff.

E. NARCAN

The District will obtain and possess Narcan (naloxone) to be maintained and administered by trained school staff to a student or other individual if it is determined in good faith that person is experiencing an opioid overdose.

1. Minnesota Statute (604A.04) "Good Samaritan Overdose Protection" allows for "A person who is not a healthcare professional who acts in good faith in administering an opiate antagonist to another person whom the person believes in good faith to be suffering an opioid overdose is immune from criminal prosecution for the act and is not liable for any civil damages for acts or omissions resulting from the act."

2. In accordance with this statute, the individual who is seeking assistance and the individual who is experiencing an overdose have a limited immunity from prosecution.

3. The District will obtain a standing order for Narcan (naloxone) by a licensed medical prescriber and update as needed.

4. Stock Narcan (naloxone) will be clearly labeled and stored in a secured location that is accessible by trained staff.

5. Health Services and School Administration will identify appropriate staff to be

trained annually at each school site.

F. EPINEPHRINE

The District will obtain and possess Epinephrine to be maintained and administered by trained school staff to a student or other individual if it is determined in good faith that person is experiencing an anaphylactic reaction.

1. Minnesota Statute (604A.01) "Good Samaritan Law" allows a person at the scene of an emergency who knows that another person is exposed to or has suffered grave physical harm shall, to the extent that the person can do so without danger or peril to self or others, give reasonable assistance to the exposed person. Reasonable assistance may include obtaining or attempting to obtain aid from law enforcement or medical personnel.

2. The individual who is seeking assistance and the individual who is experiencing an anaphylactic reaction have a limited immunity from prosecution.

3. The District will obtain a standing order for Epinephrine by a licensed medical prescriber and update as needed.

4. Stock Epinephrine will be clearly labeled and stored in a secured location that is accessible by trained staff.

5. Health Services and School Administration will identify appropriate staff to be trained annually at each school site.

IV. SPECIFIC EXCEPTIONS

A. Special health treatments such as catheterization, tracheotomy suctioning, and gastrostomy feeding do not constitute administration of drugs and medicine.

B. Drugs or medicine provided by a public health agency to prevent or control an illness or disease outbreak are not governed by this policy.

C. Medications that are used in connection with activities that occur before or after the regular school day (including athletics or extracurricular activities) are not governed by this policy.

D. SELF-CARRY INHALER

Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an inhaler if:

1. the school district has received a written authorization from a licensed prescriber and parent permitting the student to self-administer the medication;

2. the inhaler is properly labeled for that student; and

3. the parent has not requested school personnel to administer the medication to the student.

The parent must submit written authorization for the student to self-administer the medication each school year. The parent must submit written verification from the licensed prescriber which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

School Nursing staff must assess the student's knowledge and skills to safely possess and use an inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of inhalers.

If the parent, licensed prescriber or School Nursing staff determine the student is unable to possess the inhaler, the student will have immediate access to the inhaler which will be kept in the health office.

Each school year the parent, School Nursing staff, and the licensed prescriber must develop and implement an individualized written health plan for a student who is prescribed inhalers for use during the school day. The plan must designate the School Nursing staff or RN delegated school personnel responsible for implementing the student's health plan, including recognizing asthma exacerbation and administering inhalers when required, consistent with state law.

E. SELF CARRY NON-PRESCRIPTION MEDICATION

Prescription medications are not to be carried by the student. A secondary student may possess and use nonprescription pain relief medication in a manner consistent with the labeling, if the school district has received written authorization from the student's parent permitting the student to self-administer the medication. The parent must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients.

F. SELF CARRY NON-SYRINGE INJECTORS OF EPINEPHRINE

Non-syringe injectors of epinephrine that are prescribed for anaphylactic reactions can be self-administered or carried by a student if:

a. the school district has received a written authorization from a licensed prescriber and the parent permitting the student to self-administer/carry the medication;

b. the non-syringe injector of epinephrine is properly labeled for that student; and

c. the parent has not requested school personnel to administer the medication to the student.

The parent must submit written authorization for the student to self-administer/carry the medication each school year. The parent must submit written verification from the licensed prescriber which documents that an assessment of the student's knowledge and skills to safely possess and use a non-syringe injector of epinephrine in a school setting has been completed.

School Nursing staff must assess the student's knowledge and skills to safely possess and use a non-syringe injector of epinephrine in a school setting and enter into the student's school health record a plan to implement safe possession and use of non-syringe injectors of epinephrine.

If the parent, licensed prescriber or School Nursing staff determine the student is unable to possess the epinephrine, the student will have immediate access to non-syringe injectors of epinephrine which will be kept in the health office.

Each school year the parent, School Nursing staff, and the licensed prescriber must develop and implement an individualized written health plan for a student who is prescribed non-syringe injectors of epinephrine. The plan must designate the School Nursing staff and/or RN delegated school personnel responsible for implementing the student's health plan, including recognizing anaphylaxis and administering non-syringe injectors of epinephrine when required, consistent with state law.

G. The school district reserves the right to not administer any medication that is not recommended or whose dosage exceeds recommended levels as noted in designated drug reference resource.

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~~H. "Parent" for students 18 years old or older is the student~~.

V. ACCESS TO SPACE FOR MENTAL HEALTH CARE THROUGH TELEHEALTH

A. Beginning October 1, 2024, to the extent space is available, the school district must provide an enrolled secondary school student with access during regular school hours, and to the extent staff is available, before or after the school day on days when students receive instruction at school, to space at the school site that a student may use to receive mental health care through telehealth from a student's licensed mental health provider. A secondary school must develop a plan with procedures to receive requests for access to the space.

B. The space must provide a student privacy to receive mental health care.

C. A student may use a school-issued device to receive mental health care through telehealth if such use is consistent with the district or school policy governing acceptable use of the school-issued device.

D. A school may require a student requesting access to space under this section to submit to the school a signed and dated consent from the student's parent or guardian, or from the student if the student is age 16 or older, authorizing the student's licensed mental health provider to release information from the student's health record that is requested by the school to confirm the student is currently receiving mental health care from the provider. Such a consent is valid for the school year in which it is submitted.

Legal References: *Minn. Stat. § 120A.00 (Admission to Public School)*
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120B.12 (Reading Proficiently no Later than the End of Grade 3)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 125A.50 (Alternative Delivery of Specialized Instructional Services)
Minn. Rules Chapter 3501 (Graduation Standards)

Cross References: *ISD 200 Policy 603 (Curriculum Development)*
ISD 200 Policy 604 (Instructional Curriculum)
ISD 200 Policy 605 (Alternative Programs)
ISD 200 Policy 707 (Transportation of Public School Students)

Policy Reviewed: *02.08.2022*
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532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

III. DEFINITIONS

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

A. "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.

B. "Emergency" means a situation in which immediate intervention is necessary to protect a student or other individual from physical injury, emotional abuse due to verbal and nonverbal gestures, or to prevent severe property damage.

C. **"**Peace officer**"** means an employee or an elected or appointed official of a

political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

D. "Physical holding" means physical intervention intended to hold a child immobile or limit a child's movement, where body contact is the only source of physical restraint, and where immobilization is used to effectively gain control of a child in order to protect a child or other individual from physical injury.

~~"**Police liaison officer**" is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students~~.

E. The phrase "remove the student from school grounds" is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.

F. "School Resource Officer" means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer's regular responsibilities through the terms of a contract entered between the peace officer's employer and the designated school district or charter school.

G. **"**Student with an IEP" or "the student" means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).

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

IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS

A. Removal By Crisis Team

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

endanger the health, safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds.

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

B. **Removal By School Resource~~Police Liaison~~ Officer or Peace Officer**

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the school resource~~police liaison~~ officer or a peace officer remove the student from school grounds.

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

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

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

C. **Reasonable Force Permitted**

In removing a student with an IEP from school grounds, a building administrator, other crisis team members, or the school resource~~police liaison~~ officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

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

1. Requiring the student to assume and maintain a specified physical position, activity, or posture that induces physical pain as an aversive procedure;

2. Presenting intense sounds, lights, or other sensory stimuli as an aversive stimulus;

3. Using noxious smell, taste, substance, or spray as an aversive stimulus; Denying or restricting the student's access to equipment and devices such as hearing aids and communication boards that facilitate the student's functioning except temporarily when the student is perceived to be destroying or damaging equipment or devices;

4. Using faradic skin shock;

5. Restricting, totally or partially, the student's auditory or visual sense, except that study carrels may be used as an academic intervention;

6. Withholding regularly scheduled meals or water; and/or

7. Denying the student access to toilet facilities.

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

D. **Parental Notification**

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

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

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

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

A student with an IEP may be removed in accordance with this policy regardless

of whether the student's conduct would create an emergency.

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

Legal References: *Minn. Stat. § 13.01, et seq. (Minnesota Government Data Practices Act)*
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67 (Removal by Police Officer)
Minn. State §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)
20 U.S.C. § 1232g et seq. (Family Educational Rights and Privacy (FERPA))
20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Act)
34 C.F.R. § 300.535 (Referral to and Action by Law Enforcement and Judicial Authorities)

Cross References: *ISD 200 Policy 506 (Student Discipline)*
ISD 200 Policy 507 (Corporal Punishment and Prone Restraint)
ISD 200 Policy 507.5 (School Resource Officers)
ISD 200 Policy 515 (Protection and Privacy of Pupil Records)
ISD 200 Policy 806 (Crisis Management Policy)

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Policy Revised: *07.01.2024*

535 SERVICE ANIMALS IN SCHOOLS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. Service Animal

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

B. Handler

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

C. Work or Tasks

1. "Work or tasks" are those functions performed by a service animal.

2. Examples of "work or tasks" include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling

a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

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

D. Trainer

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

IV. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES

A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school-sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district.

B. It is an unfair discriminatory practice to prohibit a person with a disability from taking a service animal into the public place or conveyance to aid persons with disabilities, and if the service animal is properly harnessed or leashed so that the person with a disability may maintain control of the service animal.

C. The school district shall not require a person with a disability to make an extra payment or pay an additional charge when taking a service animal into any school district building.

D. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:

1. Is the service animal required because of a disability; and

2. What work or tasks is the service animal trained to perform.

E. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has completed and submitted the request form

described in Part VI., below.

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

V. REQUIREMENTS FOR ALL SERVICE ANIMALS

A. The service animal must be required for the individual with a disability.

B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.

C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).

D. The service animal must be housebroken.

E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.

F. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.

G. In the case of a student who is unable to care for and/or supervise his or her service animal, the student's parent/guardian is responsible for arranging for such care and supervision. In the case of an employee or other individual who is unable to care for and/or supervise his or her service animal, the employee or other individual's authorized representative is responsible for arranging for a service animal's care and supervision.

H. The service animal must be properly licensed and vaccinated in accordance with applicable state laws and local ordinances.

VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL

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

submit the Approval Request Form to the superintendent or the administrator designated with responsibility to address such requests.

B. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.

C. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL

A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:

1. Any of the requirements described in Part V., above, are not met.

2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;

3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or

4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.

B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES

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

A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;

B. Whether the handler has sufficient control of the miniature horse;

C. Whether the miniature horse is housebroken; and

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

IX. ALLERGIES; FEAR OF ANIMALS

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

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

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

XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES

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

XII. LIABILITY

A. The owner of the service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.

B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

Legal References:
Section 504 of the Rehabilitation Act of 1973
28 C.F.R. § 35.104, 28 C.F.R. § 35.130(b)(7), and 28 C.F.R. § 35.136 (ADA Regulations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
Minn. Stat. § 256C.02 (Public Accommodations for Persons with Disabilities)
Minn. Stat. § 363A.19 (Discrimination Against ~~Blind, Deaf, or Other Persons with Physical or Sensory~~ Disabilities Prohibited)
Minn. Stat. § 609.226 (Harm Caused by Dog)
Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

Cross References: ISD 200 Policy 402 (Disability Nondiscrimination Policy)
ISD 200 Policy 521 (Student Disability Nondiscrimination)

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Policy Revised: *07.01.2024*

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 comprehensive achievement and civic readiness~~creating the world's best workforce~~.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to strive for comprehensive achievement and civic readiness ~~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, E~~D~~, G~~F~~, and J~~H~~ are added to Minnesota Statutes 120B.11(School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness~~- World's Best Workforce law~~—effective August 1, 2023. The definitions apply to revisions to the striving for Comprehensive Achievement and Civic Readiness ~~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. "Comprehensive Achievement and Civic Readiness" 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; have all students graduate from high school; and prepare students to be lifelong learners.

E. "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.

F. “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;.

G. “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.

H. “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.

I. “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.

J. “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.

K. “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.

L. “Performance measures” are measures to determine school district and school site progress in striving for comprehensive achievement and civic readiness~~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.

~~"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.~~

~~"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 adopt a comprehensive, long-term strategic plan to support and improve teaching and learning that is aligned with striving for comprehensive achievement and civic readiness~~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.35, subdivision 3, paragraph (b)(2).;

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 early admission procedures consistent with Minnesota Statutes, section 120B.15 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 striving for comprehensive achievement and civic readiness~~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 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, 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; 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)

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 Comprehensive Achievement and Civic Readiness~~the World's Best Workforce~~)
Minn. Stat. § 120B.12 (Read Act Goal and Intervention)
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)

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)

Policy Reviewed: *11.29.2023*
Policy Adopted: *01.24.2024*
Policy Revised: *07.01.2024*

602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

I. PURPOSE

The purpose of this policy is to provide for a timely determination of the school calendar and school day.

II. GENERAL STATEMENT OF POLICY

The school calendar and schedule of the school day are important to parents, students, employees, and the general public to have advance knowledge of the school calendar and school day to effectively plan for the school year.

III. CALENDAR RESPONSIBILITY

A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff and parents.

B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1., or III.B.3. Days devoted to teacher's workshops may be held before Labor Day.

1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of $400,000 or more affecting a school district school facility.

2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minnesota Statutes section 123A.30, 123A.32, or 123A.35 with a school district that qualifies under Section III.B.1.

3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining state.

C. Employee and advisory groups shall be provided an opportunity to participate in school calendar considerations through a meet and confer process.

IV. SCHOOL DAY RESPONSIBILITY

A. The superintendent shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education Rules shall be met.

B. In developing the student day schedule, the superintendent shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.

C. Proposed changes in the school day shall be subject to review and approval by the school board.

V. E-LEARNING DAYS

A. An "e-learning day" is a school day where a school offers full access to online instruction provided by students' individual teachers due to inclement weather.

B. A school district may designate up to five e-learning days in one school year.

C. An e-learning day is counted as a day of instruction and included in the hours of instruction pursuant to Section III.A., above.

D. A school board may adopt an e-learning day plan after consulting with the exclusive representative of the teachers. The e-learning day plan developed by the school district will include accommodations for students without Internet Access at home and for digital device access for families without the technology or with an insufficient amount of technology for the number of children in the household. The plan must also provide accessible options for students with disabilities.

E. The school district must notify parents and students of its e-learning day plan at the beginning of each school year.

F. When an e-learning day is declared by the school district, notice must be provided to parents and students at least two hours prior to the normal school start time that students will need to follow the e-learning day plan for that day.

G. On an e-learning day, each student's teacher must be accessible both online and by telephone during normal school hours to assist students and parents.

H. When the school district declares an e-learning day, it must continue to pay the full wages for scheduled work hours and benefits of all school employees for the duration of the e-learning period. During the e-learning period, school employees must be allowed to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

Legal References: *Minn Stat. § 10.55 (Juneteenth)*
Minn Stat. § 120A.40 (School Calendar)
Minn Stat. § 120A.41 (Length of School Year; Hours of Instruction)
Minn Stat. § 120A.414 (E-Learning Days)
Minn Stat. § 120A.415 (Extended School Calendar)
Minn Stat. § 120A.42 (Conduct of School on Certain Holidays)
Minn Stat. § 122A.40 Subds. 7 and 7a (Employment;Contracts; Termination)
Minn Stat. § 122A41, Subs 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn Stat. § 123A.30 (Agreements for Secondary Education)
Minn Stat. § 123A.32 (Interdistrict Cooperation)
Minn Stat. § 123A.35 (Cooperation and Combination)
Minn Stat. § 124D.126 (Powers and Duties of Commissioner; Flexible Learning Year Programs)
Minn Stat. § 124D.151 (Voluntary Prekindergarten Program)
Minn Stat. § 124E.25 (Payment of Aids to Charter Schools)
Minn Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)
Minn Stat. § 645.44 (Words and Phrases Defined)

Cross References: *None*

Policy Reviewed: *08.09.2023*
Policy Adopted: *08.23.2023*
Policy Revised: *07.01.2024*

603 CURRICULUM DEVELOPMENT

I. PURPOSE

The purpose of this policy is to provide direction for continuous review and improvement of the school curriculum.

II. GENERAL STATEMENT OF POLICY

Curriculum development shall be directed toward the fulfillment of the goals and objectives of the education program of the school district.

III. RESPONSIBILITY

The superintendent shall be responsible for curriculum development and for determining the most effective way of conducting research on the school district's curriculum needs and establishing a long-range curriculum development program. Timelines shall be determined by the superintendent that will provide for periodic reviews of each curriculum area.

IV. DISTRICT ADVISORY COMMITTEE

A. The school board must establish an advisory committee to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.

B. A district advisory committee shall provide assistance at the request of the superintendent. The advisory committee membership shall be a reflection of the community and, to the extent possible, shall reflect the diversity of the district and its school sites, and shall include parent, teacher, support staff, student, community residents, and administration representation, and shall provide translation to the extent appropriate and practicable. Whenever possible, parents and other community residents shall comprise at least two-thirds of advisory committee members.

C. The District Advisory Committee must pursue community support to accelerate the academic and native literacy and achievement of English learners with varied needs, from young children to adults, consistent with Minnesota Statutes, section 124D.59, subdivisions 2 and 2a.

D. The school district may establish site teams as subcommittees of the District Advisory Committee.

E. The District Advisory Committee must recommend to the school board

1. rigorous academic standards, student achievement goals and measures consistent with Minnesota Statutes, sections 120B.11, subdivision 1a;, 120B.022, subdivisions 1a and 1b;, and 120B.35;

2. district assessments;

3. means to improve students' equitable access to effective and more diverse teachers;

4. Strategies to ensure the curriculum is rigorous, accurate, antiracist, culturally sustaining, and reflects the diversity of the student population;

5. strategies to ensure that curriculum and learning and work environments validate, affirm, embrace, and integrate the cultural and community strengths of all racial and ethnic groups; and

6. program evaluations.

F. School sites may expand upon district evaluations of instructions, curriculum, assessments, or programs.

V. SCHOOL SITE TEAM

Each school must establish a site team to develop and implement strategies and education effectiveness practices to improve instruction, curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. The site team must include an equal number of teachers and administrators and at least one parent. The site team advises the board and the advisory committee about developing the annual budget and creates an instruction and curriculum improvement plan to align curriculum, assessment of student progress, and growth in meeting state and district academic standards and instruction.

VI. CURRICULUM DEVELOPMENT PROCESS

A. Students who do not meet or exceed Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of Minnesota Statutes section 120A.20, subdivision 1(c). A student's plan under this section shall continue while the student is enrolled.

B. The superintendent shall be responsible for keeping the school board informed of all state-mandated curriculum changes, as well as recommended discretionary

changes, and for presenting all recommended modifications for school board review and approval.

C. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to curriculum development.

Legal References: *Minn. Stat. § 120A.20 (Admission to Public School)*
Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for Comprehensive Achievement and Civic Readiness ~~the World's Best Workforce~~)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions ~~Reading Proficiently No Later than the End of Grade 3~~)
Minn. Stat. § 120B.125(f) (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 124D.59 (Definitions)
Minn. Rules Part 3500.0550 (Inclusive Educational Program)
Minn. Rules Part 3501.0660 (Academic Standards for Kindergarten through Grade 12) ~~Minn. Rules Part 3501.0640 - 3501.0655 (Academic Standards for Language Arts)~~
Minn. Rules Part 3501.0700-3501.0745 (Academic Standards for Mathematics
Minn. Rules Part 3501.0820 (Academic Standards for the Arts)
Minn. Rules Part 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Part 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Part 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Part 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, et seq. (Every Student Succeeds Act)

Cross References*:* *ISD 200 Policy 605 (Alternative Programs)*
ISD 200 Policy 613 (Graduation Requirements)
ISD 200 Policy 614 (School District Testing Plan and Procedure)
ISD 200 Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
ISD 200 Policy 616 (School District System Accountability)
ISD 200 Policy 620 (Credit for Learning)
ISD 200 Policy 623 (Mandatory Summer School Instruction)

Policy Reviewed: *08.09.2023*
Policy Adopted: *08.23.2023*
Policy Revised: *07.01.2024*

604 INSTRUCTIONAL CURRICULUM

I. PURPOSE

The purpose of this policy is to provide for the development of course offerings for students.

II. GENERAL STATEMENT OF POLICY

A. Instruction must be provided in at least the following subject areas:

1. basic communication skills including reading and writing, literature, and fine arts;
2. mathematics and science;
3. social studies, including history, geography, economics, government, and citizenship ~~that includes civics~~;
4. health and physical education;
5. the arts;
6. career and technical education; and
7. world languages.

B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.

C. The school district must establish and regularly review its own standards for career and technical education (CTE) programs. Standards must align with CTE frameworks developed by the Department of Education, standards developed by national CTE organizations, or recognized industry standards.

D. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.

E. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.

F. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.

G. The school district may not discriminate against or discipline a teacher or principal on the basis of incorporating into curriculum contributions of persons in a federally protected class or state protected class when the included contribution is in alignment with standards and benchmarks adopted under Minnesota Statutes, sections 120B.021 and 120B.023.

III. REQUIRED ACADEMIC STANDARDS

A. The following subject areas are required for statewide accountability:

1. language arts;

2. mathematics, encompassing algebra II, integrated mathematics III, or an equivalent in high school, and to be prepared for the three credits of mathematics in grades 9 through 12, the grade 8 standards include the completion of linear algebra;

3. science, including earth and space science, life science, and the physical sciences, including chemistry and physics;

4. social studies, including history, geography, economics, and government and citizenship that includes civics;

5. physical education;

6. health, for which locally developed academic standards apply; and

7. the arts.

B. Elementary and middle schools must offer at least three and require at least two of the following five arts areas: dance, media arts, music, theater, and visual arts. High schools must offer at least three and require at least one of the following five arts areas: media arts, dance, music, theater, and visual arts.

IV. PARENTAL CURRICULUM REVIEW

The school district shall have a procedure for a parent, guardian, or an adult student, 18 years of age or older, to review the content of the instructional materials to be provided to a minor child or to an adult student and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided by a parent, guardian, or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and

assess the quality of the student's work.

V. CPR AND AED INSTRUCTION

The school district will provide one time cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum.

A. At the school district's discretion, training and instruction may result in CPR certification.

B. CPR and AED instruction must include CPR and AED training that have been developed:

1. by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or

2. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.

C. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.

D. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

VI. COLLEGE AND CAREER PLANNING

A. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:

1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as teamwork, collaboration, creativity, communication, critical thinking, and good work habits;

2. emphasize academic rigor and high expectations and inform the student, and the student's parent or guardian if the student is a minor, of the student's achievement

level score on the Minnesota Comprehensive Assessments that are administered during high school;

3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary education and employment choices;

4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;

5. help students access education and career options;

6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;

7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;

8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and

9. be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student on track for graduation, making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial coursework.

B. The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.

C. Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college ready.

D. When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student's plan reflect the student's unique talents, skills, and abilities as the student grows, develops, and learns.

E. If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.

F. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of the compulsory attendance law. A student's plan under this provision shall continue while a student is enrolled.

Legal References: *Minn. Stat. § 120A.22 (Compulsory Instruction)*
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.101 (Curriculum)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.20 (Parental Curriculum Review)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.023 (Benchmarks Implement, Supplement Statewide Academic Standards)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

Cross References: *ISD 200 Policy 603 (Curriculum Development)*
ISD 200 Policy 605 (Alternative Programs)

Reviewed: *04.12.2024*
Adopted: *05.22.2024*
Revised: *07.01.2024*

607 ORGANIZATION OF GRADE LEVELS

I. PURPOSE

The purpose of this policy is to address the grade level organization of schools within the school district.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to address the groupings of grade levels as recognized in Minn. Stat. § 120A.05, as follows:

Preschool:	**Any programming offered for students prior to kindergarten**
Elementary:	**Kindergarten through grade 4**
Middle:	**Grades 5-8**
High School:	**Grades 9-12**
Transitional	**Programming based on Individual Education Plan for students ages 18-21**

B. The superintendent may seek school board approval to administer certain programs on a nongraded basis or a design different from that indicated. Program proposals that seek school board approval must meet all state requirements and reflect the rationale for the modification.

C. The school district may request documentation that verifies a student falls within the school's minimum and maximum age requirements for admission to publicly funded prekindergarten, preschool, kindergarten, or grades 1 through 12. Documentation may include a passport, a hospital birth record or physician's certificate, a baptismal or religious certificate, an adoption record, health records, immunization records, immigration records, previously verified school records, early childhood screening records, Minnesota Immunization Information Connection records, or an affidavit from a parent.

III. DEFINITIONS

A. "Kindergarten" means a program designed for students five years of age on September 1 of the calendar year in which the school year commences that prepares students to enter

first grade the following school year.

B. “Prekindergarten” means a program designed for students younger than five years of age on September 1 of the calendar year in which the school year commences that prepares students to enter kindergarten the following school year.

Legal References: *Minn. Stat. § 120A.05, Subds. 9, 10a, 11, 13, 17 (Definitions–Public Schools)*
Minn. Stat. § 120A.20, Subd. 4 (Verification of Age for Admission to Public School)
Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)

Cross References: *None*

Policy Reviewed: *02.08.2022*
Policy Adopted: *12.09.2020*
Policy Revised: *07.01.2024*

609 RELIGION AND RELIGIOUS AND CULTURAL OBSERVANCES

I. PURPOSE

The purpose of this policy is to identify the status of religion as it pertains to the programs of the school district.

II. GENERAL STATEMENT OF POLICY

A. The school district shall neither promote nor disparage any religious belief or nonbelief. Instead, the school district encourages all students and employees to have appreciation for and tolerance of each other's views.

B. The school district also recognizes that religion has had and is having a significant role in the social, cultural, political, and historical development of civilization.

C. The school district recognizes that one of its educational objectives is to increase its students' knowledge and appreciation of music, art, drama, and literature which may have had a religious basis or origin as well as a secular importance.

D. The school district supports the inclusion of religious music, art, drama, and literature in the curriculum and in school activities provided it is intrinsic to the learning experience and is presented in an objective manner without sectarian indoctrination.

E. The historical and contemporary values and the origin of various religions, holidays, customs, and beliefs may be explained in an unbiased and nonsectarian manner.

III. RESPONSIBILITY

A. The superintendent shall be responsible for ensuring that the study of religious materials, customs, beliefs, and holidays in the school district is in keeping with the following guidelines:

1. The proposed activity must have a secular purpose.

2. The primary objective of the activity must be one that neither advances nor inhibits religion.

3. The activity must not foster excessive governmental relationships with religion.

4. Notwithstanding the foregoing guidelines, reasonable efforts must be made to accommodate any student who wishes to be excused from a curricular

activity for a religious observance or American Indian cultural practice, observance, or ceremony. The school district must provide annual notice to parents of this policy.

B. The superintendent is granted authority to develop and present for school board review and approval directives and guidelines for the purpose of providing further guidance relative to the teaching of materials related to religion. Approved directives and guidelines shall be attached as an addendum to this policy.

Legal References: *U. S. Const., amend. I*
Minn. Stat. § 120A.22, Subd. 12~~(3)~~ (Compulsory Instruction)
Minn. Stat. § 120A.35 (Absence From School for Religious and Cultural Observance)
Minn. Stat. § 121A.10 (Moment of Silence)
Good News Club v. Milford Central School, 533 U.S. 98, (2001)
Santa Fe Indep. Sch. Dist. v. Doe,530 U.S. 290 (2000)
Tangipahoa Parish Bd. of Educ. v. Freiler, 530 U.S. ~~1251, 120 S.Ct. 2706~~ (2000)
Lemon v. Kurtzman, 403 U.S.602, ~~91 S.Ct. 2105, 29 L.Ed.2d 745~~ (1971)
Child Evangelism Fellowship v. Minneapolis Special Sch. Dist. No. 1, 690 F.3d 996 (8th Cir. 2012)
Wigg v. Sioux Falls Sch. Dist., 382 F.3d 807 (8th Cir. 2004)
Doe v. School Dist. of City of Norfolk, 340 F.3d 605 (8th Cir. 2003)
Stark v. Independent Sch. Dist. No. 640, 123 F.3d 1068 (8th Cir. 1997)
Florey v. Sioux Falls Sch. Dist. 49-5, 619 F.2d 1311 (8th Cir. 1980)
Roark v. South Iron R-1 Sch. Dist., 573 F.3d 556 (8th Cir. 2009)
Child Evangelism Fellowship v. Elk River Area Sch. Dist. No. 728, 599 F.Supp.2d 1136 (D. Minn. 2009)
LeVake v. Independent Sch. Dist. No. 656, 625 N.W.2d 502 (Minn. App. 2001)
Minn. Op. Atty. Gen. 169-J (Feb. 14, 1968)
Minn. Op. Atty. Gen. 169-K (Oct. 21, 1949)
Minn. Op. Atty. Gen. 63 (1940)
Minn. Op. Atty. Gen. 120 (1924)
Minn. Op. Atty. Gen. 121 (1924)

Cross References: *None ~~MSBA/MASA Model Policy 801 (Equal Access to School Facilities)~~*

Policy Reviewed: *02.08.2022*
Policy Adopted: *11.18.2020*
Policy Revised: *07.01.2024*

613 GRADUATION REQUIREMENTS

I. PURPOSE

The purpose of this policy is to set forth requirements for graduation from the school district.

II. GENERAL STATEMENT OF POLICY

The school district must adopt graduation requirements that meet or exceed state graduation requirements established in law or rule.

III. DEFINITIONS

A. "Credit" means a student's successful completion of one semester of study or a student's mastery of the applicable subject matter, as determined by the school district. (Two semester credits equals one academic year.)

B. "English language learners" or "ELL" student means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.~~"Individualized Education Program" or "IEP" means a written statement developed for a student eligible by law for special education and services.~~

C. Individualized Education Program" or "IEP" means a written statement developed for a student eligible by law for special education and services.~~"English language learners" or "ELL" student means an individual whose first language is not English and whose test performance may be negatively impacted by lack of English language proficiency.~~

D. "Required standard" means~~: (1)~~ a statewide adopted expectation for student learning in the content areas of language arts, mathematics, science, social studies, physical education, health and the arts, and locally developed academic standards in health apply until statewide rules implementing statewide health standards under Minnesota Statutes, section 120B.021, subdivision 3, are required to be implemented in the classroom~~(2) a locally-adopted expectation for student learning in health~~.

E. "Section 504 Accommodation" means the defined appropriate accommodations or modifications that must be made in the school environment to address the needs of an individual student with disabilities.

IV. DISTRICT ASSESSMENT COORDINATOR

The Director of Teaching and Learning or delegate shall be named the school district test administrator. Said person shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

V. ~~GRADUATION~~ ASSESSMENT GRADUATION REQUIREMENTS

A. Graduation Requirements

Students' state graduation requirements, based on a longitudinal, systematic approach to student education and career planning, assessment, instructional support, and evaluation, include the following:

1. Achievement and career and college readiness in mathematics, reading, and writing, consistent with paragraph (k) and to the extent available, to monitor students' continuous development of and growth in requisite knowledge and skills; analyze students' progress and performance levels, identifying students' academic strengths and diagnosing areas where students require curriculum or instructional adjustments, targeted interventions, or remediation; and, based on analysis of students' progress and performance data, determine students' learning and instructional needs and the instructional tools and best practices that support academic rigor for the student; and

~~Achievement and career and college readiness in mathematics, reading, and writing, as measured against a continuum of empirically derived, clearly defined benchmarks focused on students' attainment of knowledge and skills so that students, their parents, and teachers know how well students must perform to have a reasonable chance to succeed in a career or college without the need for postsecondary remediation and which facilitates the monitoring of students' continuous development of and growth in requisite knowledge and skills; analysis of students' progress and performance levels, identification of students' academic strengths and diagnosis of areas where students require curriculum or instructional adjustments, targeted interventions, or remediation; and determination of students' learning and instructional needs and the instructional tools and best practices that support academic rigor for the student based on analysis of students' progress and performance data; and~~

2. Consistent with this paragraph and Minnesota Statutes section 120B.125, age-appropriate exploration and planning activities and career assessments to encourage students to identify personally relevant career interests and aptitudes and help students and their families develop a regularly reexamined transition plan for postsecondary education or employment without need for postsecondary remediation.

3. Based on appropriate state guidelines, students with an IEP may satisfy state graduation requirements by achieving an individual score on the state-identified alternative assessments.

B. Targeted Instruction Plan

1. A student ~~s meeting the state graduation requirements under this section~~ must receive targeted, relevant, academically rigorous, and resourced instruction which may include a targeted instruction and intervention plan focused on improving the student's knowledge and skills in core subjects so that the student has a reasonable chance to succeed in a career or college without need for postsecondary remediation.

2. Consistent with Minnesota Statutes, sections 120B.13, 124D.09, 124D.091, 124D.49, and related sections, an enrolling school or district must actively encourage a student in grade 11 or 12 who is identified as academically ready for a career or college to participate in courses and programs awarding college credit to high school students. Students are not required to achieve a specified score or level of proficiency on an assessment under this subdivision to graduate from high school.

   ~~Students meeting the state graduation requirements under this section and who are students in grade 11 or 12 and who are identified as academically ready for a career or college are actively encouraged by the school district to participate in courses and programs awarding college credit to high school students. Students are not required to achieve a specified score or level of proficiency on an assessment to graduate from high school~~.

3. As appropriate, students through grade 12 must continue to participate in targeted instruction, intervention, or remediation and be encouraged to participate in courses awarding college credit to high school students.

C. A student's progress toward career and college readiness must be recorded on the student's high school transcript.

VI. GRADUATION CREDIT REQUIREMENTS

Students must successfully complete 44 credits, as determined by the school district, the following high school level credits for graduation:

A. Credit Requirements

1. Eight credits of language arts sufficient to satisfy all academic standards in English language arts;

2. Six credits of mathematics, ~~including an algebra II credit or its equivalent,~~ sufficient to satisfy all of the academic standards in mathematics;~~(an algebra I courses is required independently from the high school graduation requirements by the end of 8th grade)~~

3. Six credits of science, including two credits to satisfy all the earth and space science standards for grades 9 through 12, two credits to satisfy all the life science standards for grades 9 through 12, and two credits to satisfy all the chemistry or physics

standards for grades 9 through 12;~~Six credits of science, including at least: (a) two credits of life science biology; (b) two credits of chemistry or physics; and (c) two credits earth and space.The combination of credits must be sufficient to satisfy (i) all of the academic standards in either chemistry or physics and (ii) all other academic standards in science;~~

4. Eight credits of social studies, encompassing at least United States history, geography, government and citizenship, in either grade 11 or 12 for students beginning in grade 9 in the 2025-2026 school year and later or an advanced placement, international baccalaureate, or other rigorous course on government and citizenship under Minnesota Statutes, section 120B.21, subdivision 1a, and a combination of other credits encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies;

5. Two credits in the arts ~~sufficient to~~ satisfy all of the ~~state or local~~ academic standards in the arts;

6. Two credits of health

7. One credit of physical education or human performance

8. A minimum of eleven elective credits

9. Students who begin grade 9 in the 2024-2025 school year and later must successfully complete a course for credit in personal finance in grade 10, 11, or 12. A teacher of a personal finance course that satisfies the graduation requirement must have a field license or out-of-field permission in agricultural education, business, family and consumer science, social studies, or math.

B. Credit equivalencies:

1. One credit of economics taught in a school's agricultural, food, and natural resources education or business education program or department may fulfill one credit in social studies under Paragraph D., above, if the credit is sufficient to satisfy all of the academic standards in economics.

2. Two agricultural science or career and technical education credits may fulfill the elective science credit required under Paragraph D., above, if the credit meets the state physical science, life science, earth and space science, chemistry, or physics academic standards or a combination of these academic standards as approved by the school district. An agriculture or career and technical education credit may fulfill the credit in chemistry or physics required under Paragraph D., above, if the credit meets the state chemistry ~~or physics~~ academic standards or all of the physics academic standards as approved by the school district. A student must satisfy either all of the

chemistry or physics academic standards prior to graduation. An agriculture science or career and technical education credit may not fulfill the required biology credit under Paragraph C~~D~~., above.

3. Two career and technical education credits may fulfill a mathematics or arts credit requirement under Paragraph B. or Paragraph E., above.

4. Two computer science credits may fulfill a mathematics credit requirement under Paragraph B., above, if the credit meets state academic standards in mathematics.

5. Two Project Lead the Way credit may fulfill a mathematics or science credit requirement under Paragraph B. or Paragraph C., above, if the credit meets the state academic standards in mathematics or science.

6. An ethnic studies course may fulfill a social studies, language arts, arts, math, or science credit if the course meets the applicable state academic standards. An ethnic studies course may fulfill an elective credit if the course meets applicable local standards or other requirements.

VII. GRADUATION STANDARDS REQUIREMENTS

A. All students must satisfactorily complete the following academic standard to meet the required Graduation Standards:

1. Minnesota Academic Standards, English Language Arts K-12;

2. Minnesota Academic Standards, Mathematics K-12;

3. Minnesota Academic Standards, Science K-12;

4. Minnesota Academic Standards, Social Studies K-12; and

5. Minnesota Academic Standards, Physical Education K-12.

6. School District Standards, Health (K-12)

7. Minnesota Academic Standards or School District Standards, Arts K-12
(State standards in the Arts K-12 are required beginning in the 2024-2025 school year.)

B. The academic standards for language arts, mathematics, and science apply to all students except the very few students with extreme cognitive or physical impairments for whom an IEP team has determined that the required academic standards are inappropriate. An IEP team that makes this determination must establish alternative standards.

VIII. EARLY GRADUATION

Students may be considered for early graduation, as provided for within Minnesota Statutes section 120B.07.

A. All course of standards and credit requirements must be met;

B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision; and

C. The principal's decision shall be in writing and may be subject to review by the superintendent and school board.

IX. NOTICE

The school district will notify students and their parents of the school district's graduation requirements within 30 working days of a student's entry into ninth grade.

Legal References:

Minn. Stat § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.024 (Credits)
Minn. Stat. § 120B.07 (Early Graduation)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals, Striving for Comprehensive Achievement and Civic Readiness~~the World's Best Workforce~~)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.30 (General Requirements;Statewide Assessments ~~Statewide Testing and Reporting System~~)
Minn. Stat. § 120B.303 (Assessment Graduation Requirements)
Minn. Stat. § 120B.307 (College and Career Readiness)
Minn. Rules Part 3501.0660 (Academic Standards For Kindergarten through Grade 12)~~Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)~~
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Part 3501.0820 (Academic Arts Standards for Kindergarten through Grade 12)~~ Standards for the Arts)~~
Minn. Rules Parts 3501.0900-3501.0960~~55~~ (Academic Standards in Science)
Minn. Rules Parts 3501.1200-1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

20 U.S.C. § 6301, et seq. (Every Child Succeeds Act)t)

Cross References: *ISD 200 Policy 601 (School District Curriculum and Instruction Goals)*
ISD 200 Policy 614 (School District Testing Plan and Procedure)
ISD 200 Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
ISD 200 Policy 616 (School District System Accountability)

Policy Reviewed: *09.11.2023*
Policy Adopted: *12.20.2023*
Policy Revised: *07.01.2024*

614 SCHOOL DISTRICT TESTING PLAN AND PROCEDURE

I. PURPOSE

It is the purpose of this policy to set forth the school district's testing plan and procedure.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to implement procedures for testing, test security, reporting, documentation, notification to students and parents and student record keeping in accordance with Minnesota law.

III. DUTIES OF SCHOOL DISTRICT TEST ADMINISTRATOR

The school district test administrator as named in Policy 613, Graduation Requirements, shall be responsible for preparing and presenting annually to the school board for approval, and overseeing the publishing of the basic standards test administration plan. The school district test administrator shall file the plan with the Department of Education ("Department") and deliver the plan to all households in the school district by October 15 of each year. The plan shall include, at a minimum, the following:

A. The graduation requirements;

B. The number of opportunities a student shall have to retake tests of basic standards during each year;

C. The opportunities for remediation for a student who has not passed tests of basic standards;

D. The process for requesting an additional testing opportunity and accommodations for a senior who has met all other graduation requirements but has not passed one or more basic standards;

E. The process for appealing the school district's response to requests in item C.;

F. The method to report breaches in test security procedures to the school district and the Department; and

G. Procedures for meeting the needs of Limited English Proficient students, students who require an IEP or students who require Section 504 Accommodation.

IV. TEST SECURITY

A. **Security Requirements.** When administering tests for the basic standards, the school

district shall observe the following test security measures in addition to any requirements imposed by the Minnesota Department of Education:

1. All test booklets, answer sheets, and test materials shall be placed in locked storage before and after the test administration;

2. The tests, testing materials, and answer sheets are nonpublic data under Minn. Stat. § 13.34;

3. No copies of test booklets or answer sheets shall be made; and

4. The school district shall report any violations of test security to the Department. The Department shall receive reports of violations of test security from anyone with knowledge of such an incident.

B. **Security Violations**. The Department shall investigate any reported incidents of breaches in test security. The consequences of a violation of test security may include:

1. The invalidation of test scores if a violation is found to justify serious questions about the integrity of the results of the test administration; or

2. Other reasonable sanctions that are necessary to preserve the security and confidentiality of future tests and test administrations.

V. SCHOOL DISTRICT REPORTING TO THE DEPARTMENT AND PUBLIC

A. The school district shall report the information specified below to the Department annually by October 15 in a format to be determined by the Department.

B. The school district shall prepare and disseminate annually by October 15 a public report of the information specified below through the official newspaper or through publications sent to all households in the school district.

C. The reports required above shall include:

1. The number of students enrolled at each grade level 9 through 12 according to the end of the year Minnesota Automated Reporting Student System (MARSS) report;

2. The number of students at each grade level 9 through 12 passing each basic

standard at the state standards level;

3. The number of students at each grade level 9 through 12 passing each basic standard at an individualized level under an IEP or a Section 504 Accommodation plan;

4. The number of students at each grade level 9 through 12 passing tests in each basic standard with tests that have been translated into a language other than English;

5. The number of students at each grade level 9 through 12 exempt from testing in each basic standard; and

6. For grade 12 of the previous year only, the number of students currently denied a high school diploma because of not passing the state standard for a basic standard when all other graduation requirements have been met.

D. The superintendent shall submit reports identifying expenditures related to basic standards testing, to the Department as required by law.

VI. REQUIRED DOCUMENTATION FOR PROGRAM AUDIT

The school district shall maintain records necessary for program audits conducted by the Department. The records must include documentation that:

A. Required notifications to parents and students meet the requirements of Minn. Rules Part 3501.0120;

B. Required student records meet the requirements of Minn. Rules Part 3501.0130;

C. The school district's process for additional testing of students meets the requirements of Minn. Rules Part 3501.0050;

D. Test security procedures comply with Minn. Rules Part 3501.0150;

E. The school district's decisions regarding testing accommodations, modifications, and granting exemptions are in compliance with Minn. Rules Parts 3501.0090 and 3501.0100;

F. The school district's curriculum and instruction provides appropriate learning

opportunities in the basic standards in compliance with Minn. Rules Part 3501.0110;

G. Remediation plans for students are on file consistent with Minn. Rules Part 3501.0110;

H. The basic standards test administration plan complies with Minn. Rules Part 3501.0140, subpart 2;

I. The documentation for students granted accommodations or exempted from testing complies with Minn. Rules Part 3501.0090;

J. The assessments and documentation of performance for students granted modifications of statewide standards comply with Minn. Rules Part 3501.0090, subpart 2, item C; and

K. The school district's process for testing considerations for LEP students complies with Minn. Rules Part 3501.0100.

VII. REQUIRED NOTIFICATION TO PARENTS AND STUDENTS

A. **Written Notice.** The school district shall establish and maintain a system to provide written notice to parents and students about graduation requirements.

B. **Notice of Graduation Requirements.** No later than thirty (30) working days after the date of the entrance into the 9th grade or transfer of a student into the school district during or after 9th grade, the school district shall provide to the parents and the student written notice of:

1. The graduation requirements; and

2. The grade in which the student shall have the first opportunity to take a test in basic standards.

C. **Notice of Test Results and Remediation Opportunities.** The school district shall provide no later than ninety (90) days after a student takes a test of basic standards, written notice to the parents and the student of:

1. Basic standards test results; and

2. Consistent with Minn. Rules Part 3501.0050, subpart 3, if the student is in the graduating year:

a. The process by which a parent or student can request additional testing and

testing accommodations after April 1; and

b. The process by which a parent or student can appeal the school district's decision if additional testing or testing accommodation is denied.

D. Notice Pertaining to Adequate Yearly Progress. If the school district is proposed for identification for school improvement, for corrective action, or for restructuring by the Minnesota Department of Education, the school district shall provide to parents of students in the school district sufficiently detailed summary data of its academic assessments or other academic indicators reviewed to determine whether the school is making adequate yearly progress to permit parents to appeal the Department's proposal.

VIII. STUDENT RECORD KEEPING

A. **Test Results**. The school district shall keep a record on each student that includes:

1. The basic standards tests taken; and

2. The results of the most recent basic standards tests given.

B. **Student Progress.** Individual student progress shall be reported on a student record as described in items 1. to 4. below.

1. "Pass-state level" shall be noted on the record of a student who passes a basic standards test under standard conditions or with an accommodation. The records for students passing with an accommodation shall not be different from the records of students passing the test under standard conditions.

2. "Pass-individual level" shall be noted on the record of a student who passes a basic standards test with a modification established in the IEP or Section 504 Accommodation plan in accordance with Minn. Rules Part 3501.0090.

3. "Pass-translation" shall be noted on the record of a student who passes a basic standards test that has been translated into a language other than English and has not been validated by the state as a state test with a set passing score.

4. "Exempt" shall be noted on the record of a student who has been exempted from a basic standards test.

IX. RETALIATION PROHIBITED

An employee who discloses information to the MDE Commissioner or a parent or guardian about service disruptions or technical interruptions related to administering

assessments under this section is protected under section 181.932, governing disclosure of information by employees.

Legal References: *Minn. Stat. § 13.34 (Examination Data)*
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness~~the World's Best Workforce~~)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Stat. § 120B.30 (School Accountability)
Minn. Rules Parts 3501.~~0640-3501~~.06605~~5~~ (Academic~~Academci~~ Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Part 3501.082 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, et seq. (Every Student Succeeds Act)

Cross References: *ISD 200 Policy 601 (School District Curriculum and Instruction Goals)*
ISD 200 Policy 613 (Graduation Requirements) ISD 200 Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
ISD 200 Policy 616 (School District System Accountability)

Policy Reviewed: 02.08.2022
Policy Adopted: 12.13.2006
Policy Revised: 07.01.2024~~02.23.2022~~

616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process that promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding the implementation of the Minnesota Academic K-12 Standards and federal law.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota K-12 Academic Standards and federal law requires accountability for the school district. The school district established a system to transition to the graduation requirements of the Minnesota K-12 Academic Standards. The school district also established a system to review and improve instruction, curriculum, and assessment which will include substantial input by students, parents or guardians, and local community members. The school district will be accountable to the public and the state through annual reporting.

III. DEFINITIONS

A. "Comprehensive Achievement and Civic Readiness" means striving to: meet school readiness goals; close the academic achievement and opportunity gaps 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; have all students graduate from high school; and prepare students to be lifelong learners.

B. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

A. School District Goals

1. The school board has established school district-wide goals that provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota K-12 Academic Standards and federal law. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the

recommendations of the school district's Advisory Committee.

2. The District Advisory Committee created under Policy 603 (Curriculum Development) is established by the school board to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.

3. The school district-wide improvement goals should address recommendations identified through the District Advisory Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may also be developed through an education effectiveness program, ~~an evaluation of student progress committee,~~ or through some other locally determined process.

B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes section 123B.147, and teacher evaluations under Minnesota Statutes section 122A.40 or 122A.41

The District Advisory Committee meets at a minimum of three times a year.

C. Implementation of Graduation Requirements

1. The District Advisory Committee shall also advise the school board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of the District Advisory Committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually.

2. The school board shall annually review and determine if student achievement levels at each school site meet state and federal expectations. If the school board determines that student achievement levels at a school site do not meet state and federal expectations and the site has not made adequate yearly progress for two consecutive school years, the District Advisory Committee shall work with the school site to adopt a plan to raise student achievement levels to meet state and federal expectations. The District Advisory Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (Commissioner) in developing a plan which must include parental involvement components.

3. The educational assessment system component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of current achievement that show growth relative to an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments. The school board will utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

D. Comprehensive Continuous Improvement of Student Achievement

1. By October 15 of each year, the Advisory Committee will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.

2. The Advisory Committee, working in cooperation with other committees of the school district, will provide active community participation in:

   a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota K-12 Academic Standards;

   b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;

   c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals; and,

   d. Advising the school board about development of the annual budget.

3. The District Advisory Committee shall meet the following criteria:

   a. The District Advisory Committee shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.

   b. The District Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments, and program evaluation.

   c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.

d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the District Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.

4. Translation services should be provided to the extent appropriate and practicable.

E. Evaluation of Student Progress Committee

A committee of professional staff shall develop a plan for assessment of student progress toward Graduation Standards, as well as program evaluation data for use by the District Advisory Committee to review instruction and curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. This plan shall annually be approved by the school board.

F. Reporting

1. Consistent with Minnesota Statutes, section 120B.36, subdivision. 1, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board shall hold an annual public meeting to review and revise, where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency and efforts to equitably distribute diverse, effective, experienced, and in-field teachers, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to comprehensive achievement and civic readiness. The school board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines. The school district shall periodically survey affected constituencies in their native languages, where appropriate and practicable, about their connection to and level of satisfaction with school. The school district shall include the results of this evaluation in its published reports and in its summary report to the Commissioner.

2. The school performance report for a school site and a school district must include performance reporting information and calculate proficiency rates as required by the most recently reauthorized Elementary and Secondary Education Act.

3. The school district must annually report the district's class size ratios by each grade to the commissioner of education in the form and manner specified by the commissioner.

4. The school district must report whether programs funded with compensatory revenue are consistent with best practices demonstrated to improve student achievement.

Legal References: *Minn. Stat. § 120B.018 (Definitions)*
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.35 (Student Academic Achievement and Growth)
Minn. Stat. § 120B.36 (School Accountability)
Minn. Stat. § 122A.40 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.04 (Site Decision Making; Individualized Learning Agreement; Other Agreements)
Minn. Stat. § 123B.147 (Principals)
Minn. Stat. § 126C.12 (Learning and Development Revenue Amount and Use)
Minn. Rules Parts 3501.06604~~0-3501.0655~~ (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Part 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960~~55~~ (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, et seq. (Every Student Succeeds Act)

Cross References: *ISD 200 Policy 601 (School District Curriculum and Instruction Goals)*
ISD 200 Policy 603 (Curriculum Development)
ISD 200 Policy 606 (Textbooks and Instruction Materials)
ISD 200 Policy 613 (Graduation Requirements)
ISD 200 Policy 614 (School District Testing Plan and Procedure)
ISD 200 Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
ISD 200 Policy 618 (Assessment of Student Achievement)
ISD 200 Policy 619 (Staff Development for Standards)
ISD 200 Policy 620 (Credit for Learning)

Policy Reviewed: *05.17.2024*
Policy Adopted: *05.22.2024*

Policy Revised: *07.01.2024*

619 STAFF DEVELOPMENT FOR STANDARDS

I. PURPOSE

The purpose of this policy is to establish opportunities for staff development which advance the staff's ability to work effectively with the Graduation Assessment Requirements and with students as they progress to achievement of those Graduation Assessment Requirements and meet the requirements of federal law.

II. GENERAL STATEMENT OF POLICY

The school district is committed to developing staff policies and processes for continuous improvement of curriculum, instruction, and assessment to ensure effective implementation of the Graduation Assessment Requirements and federal law at all levels.

III. STANDARDS FOR STAFF DEVELOPMENT

A. The Advisory Committee for Comprehensive Continuous Improvement of Student Achievement (Committee) shall address the needs of all staff in prioritizing staff development which will ensure effective implementation of the Graduation Assessment Requirements and federal law at all levels. The Committee will advise the school board on the planning of staff development opportunities.

B. The school district shall place a high priority on staff development including activities, programs, and other efforts to implement the Graduation Assessment Requirements effectively and to upgrade that implementation continuously.

C. Staff development plans for the school district shall address identified needs for Graduation Assessment Requirements implementation throughout all levels of the school district programs.

D. In service, staff meetings, and district and building level staff development plans and programs shall focus on improving implementation of the Graduation Assessment Requirements at all levels for all students, including those with special needs.

IV. TRAINING AND PROFESSIONAL DEVELOPMENT

A. Paraprofessionals. The school district will provide each paraprofessional who assists a licensed teacher in providing student instruction with initial training. Such training will include training in emergency procedures, confidentiality, vulnerability, reporting obligations, discipline, policies, roles, and responsibilities, and building orientation. Training will be provided within the first 60 days a paraprofessional begins supervising or working with students.

Additionally, with regard to paraprofessionals providing support to special

education students, the school district will ensure that annual training opportunities are required to enable the paraprofessional to further develop the knowledge and skills that are specific to the students with whom the paraprofessional works, including understanding disabilities, the unique and individual needs of each student according to the student's disability and how the disability affects the student's education and behavior, following lesson plans, and implementing follow-up instructional procedures and activities.

B. Teachers and Administrators. The school district will provide high quality and ongoing professional development activities as required by state and federal laws.

Legal References: *Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)*
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.363 (Credential for Education Paraprofessionals)
Minn. Stat. § 122A.16 (Qualified Teacher Defined)
Minn. Stat. § 122A.60 (Staff Development Program)
Minn. Rules Parts 3501.0660~~40-3501.0655~~ (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, et seq. (Every Student Succeeds Act)

Cross References: *ISD 200 Policy 601 (School District Curriculum and Instruction Goals)*
ISD 200 Policy 613 (Graduation Requirements)
ISD 200 Policy 616 (School District System Accountability)

Reviewed: *03.06.2024*
Adopted: *05.22.2024*
Revised: *07.01.2024*

620 CREDIT FOR LEARNING

I. PURPOSE

This policy recognizes student achievement that occurs in postsecondary enrollment options and other advanced enrichment programs. This policy also recognizes student achievement which occurs in other schools, in alternative learning sites, and in out-of-school experiences such as community organizations, work-based learning, and other educational activities and opportunities. This policy addresses transfer of student credit from out-of-state, private, or home schools and online learning programs and to address how the school district will recognize student achievement obtained outside of the school district.

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. "Accredited school" means a school that is accredited by an accrediting agency, recognized according to Minnesota Statutes section 123B.445 or recognized by the Commissioner of the Minnesota Department of Education (Commissioner).

B. "Concurrent enrollment" means nonsectarian courses in which an eligible pupil under Minnesota Statutes, section 124D.09, subdivision 5 or 5b enrolls to earn both secondary and postsecondary credits, are taught by a secondary teacher or a postsecondary faculty member, and are offered at a high school for which the district is eligible to receive concurrent enrollment program aid under Minnesota Statutes, section 124D.091.

C. "Course" means a course or program.

D. "Eligible institution" means a Minnesota public postsecondary institution, a private, nonprofit two-year trade and technical school granting associate degrees, an opportunities industrialization center accredited by an accreditor recognized by the United States Department of Education, or a private, residential, two-year or four-year, liberal arts, degree-granting college or university located in Minnesota.

E. "Nonpublic school" is a private school or home school in which a child is provided instruction in compliance with the Minnesota compulsory attendance laws.

F. "Weighted grade" is a letter or numerical grade that is assigned a numerical advantage when calculating the grade point average.

IV. TRANSFER OF CREDIT FROM OTHER SCHOOLS

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

1. The school district will accept and transfer secondary credits and grades awarded to a student from another Minnesota public secondary school upon presentation of a certified transcript from the transferring public secondary school evidencing the course taken and the grade and credit awarded.

B. Transfer of Academic Requirements from Other Schools

1. The school district will accept secondary credits and grades awarded to a student for courses successfully completed at a public school outside of Minnesota or an accredited nonpublic school upon presentation of a certified transcript from the transferring public school in another state or nonpublic school evidencing the course taken and the grade and credit awarded.

    a. When a determination is made that the content of the course aligns directly with school district graduation requirements, the student will be awarded commensurate credits and grades.

    b. In the event the content of a course taken at an accredited nonpublic school or public school in another state does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements. Credit that does not fully align with the school district's high school graduation requirements will not be used to compute honor roll and/or class rank.

    c. If no comparable course is offered by the school district for which high school graduation credit would be provided, no credit will be provided to the student.

2. Students transferring from a non-accredited, nonpublic school shall receive credit from the school district upon presentation of a transcript or other documentation evidencing the course taken and grade and credit awarded.

    a. Students will be required to provide copies of course descriptions, syllabi, or

work samples for determination of appropriate credit. In addition, students also may be asked to provide interviews/conferences with the student and/or student's parent and/or former administrator or teacher; review of a record of the student's entire curriculum at the nonpublic school; and review of the student's complete record of academic achievement.

b. Where the school district determines that a course completed by a student at a non-accredited, nonpublic school is commensurate with school district graduation requirements, credit shall be awarded, but the grade shall be "P" (pass).

c. In the event the content of a course taken at a non-accredited, nonpublic school does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements.

d. If no comparable course is offered by the school district for which local high school graduation credit would be provided, no credit will be provided to the student.

e. Credit and grades earned from a non-accredited nonpublic school shall not be used to compute honor roll and/or class rank.

3. A student must provide the school with a copy of the student's grades in each course taken for secondary credit under this policy, including interim or nonfinal grades earned during the academic term.

V. POSTSECONDARY ENROLLMENT CREDIT

A. A student who satisfactorily completes a postsecondary enrollment options course or program under Minnesota Statutes section 124D.09 that has been approved as meeting the necessary requirements is not required to complete other requirements of the Minnesota Academic Standards content standards corresponding to that specific rigorous course of study.

B. Secondary credits granted to a student through a postsecondary enrollment options course or program must be counted toward the graduation requirements and subject area requirements of the district.

1. Course credit will be considered by the school district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the

grade and credit awarded.

2. Seven quarter or four semester postsecondary credits shall equal at least one full year of high school credit. Fewer postsecondary credits may be prorated.

3. When a determination is made that the content of the postsecondary course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.

4. In the event the content of the postsecondary course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.

5. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner, who shall determine the number of credits that shall be granted to a student.

6. When secondary credit is granted for postsecondary credits taken by a student, the school district will record those credits on the student's transcript as credits earned at a postsecondary institution.

C. A list of the courses or programs meeting the necessary requirements may be obtained from the school district.

D. By the earlier of (1) three weeks prior to the date by which a student must register for district courses for the following school year, or (2) March 1 of each year, the school district must provide up-to-date information on the district's website and in materials that are distributed to parents and students about the program, including information about enrollment requirements and the ability to earn postsecondary credit to all pupils in grades 8,9,10, and 11. To assist the school district in planning, a pupil must inform the district by October 30 or May 30 of each year of the pupil's intent to enroll in postsecondary courses during the following school year academic term. A pupil is bound by notifying or not notifying the district by October 30 or May 30.

E. Postsecondary institutions must notify a pupil's school as soon as practicable if the pupil withdraws from the enrolled course. The institution must also notify the pupil's school as soon as practicable if the pupil has been absent from a course for ten consecutive days on which classes are held, based on the postsecondary institution's

academic calendar, and the pupil is not receiving instruction in their home or hospital or other facility.

VII. CREDIT FOR EMPLOYMENT WITH HEALTH CARE PROVIDERS

In the event that a medical pathways program exists in Hastings Public Schools, then consistent with the career and technical pathways program, a student in grade 11 or 12 who is employed by an institutional long-term care or licensed assisted living facility, a home and community-based services and supports provider, a hospital or health system clinic, or a child care center may earn up to two elective credits each year toward graduation under Minnesota Statutes, section 120B.024, subdivision 1, paragraph (a), clause (7), at the discretion of the enrolling school district. A student may earn one elective credit for every 350 hours workdays, including hours worked during the summer. A student who is employed by an eligible employer must submit an application, in the form or manner required by the school district, for elective credit to the school district in order to receive elective credit. The school district must verify the hours worked with the employer before awarding elective credit.

VIII. ADVANCED ACADEMIC CREDIT

A. The school district will grant academic credit to a student attending an accelerated or advanced academic course offered by a higher education institution or a nonprofit public agency, other than the school district.

B. Course credit will be considered only upon official documentation from the higher education institution or nonprofit public agency that the student successfully completed the course attended and passed an examination approved by the school district.

C. When a determination is made that the content of the advanced academic course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.

D. In the event the content of the advanced academic course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.

E. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner

and request a determination of the number of credits that shall be granted to a student.

IX. WEIGHTED GRADES

A. The school district does not offer weighted grades.

X. PROCESS FOR AWARDING CREDIT

A. The building principal will be responsible for carrying out the process to award credits and grades pursuant to this policy. The building principal will notify students in writing of the decision as to how credits and grades will be awarded.

B. A student or the student's parent or guardian may seek reconsideration of the decision by the building principal as to credits and/or grades awarded upon request of a student or the student's parent or guardian if the request is made in writing to the superintendent within five school days of the date of the building principal's decision. The request should set forth the credit and/or grade requested and the reason(s) why credit(s)/grade(s) should be provided as requested. Any pertinent documentation in support of the request should be submitted.

C. The decision of the superintendent as to the award of credits or grades shall be a final decision by the school district and shall not be appealable by the student or student's parent or guardian except as set forth in Section X.D. below.

D. If a student disputes the number of credits granted by the school district for a particular postsecondary enrollment course, online learning course, or advanced academic credit course, the student may appeal the school district's decision to the Commissioner. The decision of the Commissioner shall be final.

E. At any time during the process, the building principal or superintendent may ask for course descriptions, syllabi, or work samples from a course where content of the course is in question for purposes of determining alignment with graduation requirements or the number of credits to be granted. Students will not be provided credit until requested documentation is available for review, if requested.

Legal References: *Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)*
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness~~the World's Best Workforces~~)
Minn. Stat. § 120B.14 (Advanced Academic Credit)

Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.024 (Credits)
Minn. Stat. § 123B.445 (Nonpublic Education Council)
Minn. Stat. § 124D.03, Subd. 9 (Enrollment Options Program)
Minn. Stat. § 124D.09 (Postsecondary Enrollment Options Act)
Minn. Stat. § 124D.091 (Concurrent Enrollment Program Aid)
Minn. Stat. § 124D.094 (Online Instruction Act)
Minn. Rules Parts 3501.0660~~40-3501.0655~~ (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820(Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

Cross References: *ISD 200 Policy 601 (School District Curriculum and Instruction Goals)*
ISD 200 Policy 613 (Graduation Requirements)
ISD 200 Policy 614 (School District Testing Plan and Procedure)
ISD 200 Policy 615 (Basic Standards Testing)
ISD 200 Policy 616 (School District System Accountability)

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Policy Adopted: *03.27.2024*
Policy Revised: *07.01.2024*

709 STUDENT TRANSPORTATION SAFETY POLICY

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student School Bus Safety Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:

   a) transportation by school bus is a privilege, not a right;

   b) school district policies for student conduct and school bus safety;

   c) appropriate conduct while on the bus;

   d) the danger zones surrounding a school bus;

   e) procedures for safely boarding and leaving a school bus;

   f) procedures for safe vehicle lane crossing; and

   g) school bus evacuation and other emergency procedures.

2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo

school bus safety training or receive bus safety instructional materials within 4 weeks of their first day of attendance.

3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.

4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minn. Stat. § 169.446, Subd. 2.

5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.

6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.

7. The school district may provide kindergarten students with school bus safety training before the first day of school.

8. The school district shall adopt and make available for public review a curriculum for transportation safety education.

9. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

C. Active Transportation Safety Training

1. Training required

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

   b) The school district must provide pupils enrolled in grades 4 through 8 with age-appropriate active transportation safety training. At a minimum, the training must include:

(1) pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique; ~~and~~

(2) bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques; and

(3) electric-assisted bicycle safety, including that a person under the age of 15 is not allowed to operate an electric-assisted bicycle.

2. Deadlines

a) Students under subdivision 1, paragraph (a), who are enrolled during the first or second week of school and have not previously received active transportation safety training specified in that paragraph must receive the safety training by the end of the third week of school

b) Students under subdivision 1, paragraph (b), who are enrolled during the first or second week of school and have not previously received active transportation safety training specified in that paragraph must receive the safety training by the end of the sixth week of school.

c) Students under subdivision 1, paragraph (a) or (b), who enroll in a school after the second week of school and have not received the appropriate active transportation safety training in their previous school district must undergo the training or receive active transportation safety instructional materials within four weeks of the first day of attendance.

d) The school district and a nonpublic school may provide kindergarten pupils with active transportation safety training before the first day of school.

3. Instruction

a) The school district may provide active transportation safety training through distance learning.

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

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and

charter school students.

B. Consequences for school bus/bus stop misconduct will be imposed by the school district. Serious misconduct may be reported to local law enforcement.

1. School Bus and Bus Stop Rules. The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the Transportation Office. The Transportation 709-3 Office will then contact the site administrator and administrative assistant.

2. Rules at the Bus Stop

   a) Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.

   b) Respect the property of others while waiting at your bus stop.

   c) Keep your arms, legs, and belongings to yourself.

   d) Use appropriate language.

   e) Stay away from the street, road, or highway when waiting for the bus.

   f) Wait until the bus stops before approaching the bus.

   g) After getting off the bus, move away from the bus.

   h) If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.

   i) No fighting, harassment, intimidation, or horseplay.

   j) No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

   a) Immediately follow the directions of the driver.

   b) Sit in your seat facing forward.

   c) Talk quietly and use appropriate language.

   d) Keep all parts of your body inside the bus.

e) Keep your arms, legs, and belongings to yourself.

f) No fighting, harassment, intimidation, or horseplay.

g) Do not throw any object.

h) No eating, drinking, or use of alcohol, tobacco, or drugs.

i) Do not bring any weapons or dangerous objects on the school bus.

j) Do not damage the school bus.

k) Students will treat one another with respect and dignity.

4. Consequences

a) Consequences for school bus/bus stop misconduct will apply to all routes. Consequences will be based upon the severity of the offense. Decisions regarding a student's ability to ride the bus in connection with cocurricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of bus privileges.

(1) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

(2) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within 2 weeks may result in the loss of bus privileges until damages are paid.

(3) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be posted on the district website. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;
2. Support safe riding and walking practices, and recognize that students are responsible for their actions;
3. Communicate safety concerns to their school administrators;
4. Monitor bus stops, if possible;
5. Have their children to the bus stop 5 minutes before the bus arrives;
6. Have their children properly dressed for the weather; and
7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

A. School bus drivers shall have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Sections VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Section VII.D., below.

B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.

C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic

violation" means a conviction of any of the following offenses:

1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;

2. reckless driving;

3. improper or erratic traffic lane changes;

4. following the vehicle ahead too closely;

5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;

6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession

D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.

E. A school bus driver, with the exception of a driver operating a type A-I school bus, who has a Minnesota commercial driver's license suspended, revoked, or canceled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the 709-6 suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.

F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of

the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;

2. Understand student behavior, including issues relating to students with disabilities;

3. Ensure orderly conduct of students on the bus and handling incidents of 709-7 misconduct appropriately;

4. Know and understand relevant laws, rules of the road, and local school bus safety policies;

5. Handle emergency situations; and

6. Safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the Model School Bus

Driver Training Manual.

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.

2. Only students assigned to the school bus by the school district shall be transported. In the event it becomes necessary for a student to ride a bus other than their assigned bus, the parent of the student must first contact the bus company to avoid overcrowding and then a note from the parent must accompany that student explaining the reason to the bus driver. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.

3. The parent/guardian may designate an address other than the home address for a student(s) in situations of day care or joint custody. However, the address must be in the attendance area of the assigned school and meet all other eligibility requirements. When an address other than the home address is used, the address must be applied to the same bus route each day. It cannot vary day to day.

   a) Acceptable Example: Address #1 each morning, Address #2 each afternoon.

   b) Unacceptable Example: Address #1, Monday, Wednesday, Friday, Address 2: Tuesday, Thursday.

4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.

5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether handheld or hands free, when the vehicle is in motion or a part of traffic. For purposes of this paragraph, “school bus” has the meaning given in Minn. Stat. § 169.011, Subd. 71. In addition, “school bus” also includes type III vehicles when driven by employees or agents of the school district. “Cellular phone” means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or

text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

2. Type III vehicles must be painted a color other than national school bus yellow.

3. Type III vehicles shall be state inspected in accordance with legal requirements.

4. Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, Code of Federal Regulations, title 49, part 571.

5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.

6. A "type III vehicle" must not be outwardly equipped and identified as a type A, B, C, or D bus.

7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles

8. Type III vehicles must be equipped with mirrors as required by law.

9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the 709-9 vehicle otherwise rendered immobile.

10. Any type III vehicle used to transport students must carry emergency equipment including:

a) Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.

b) First aid kit and body fluids cleanup kit. A minimum of a 10-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.

c) Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.

11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.

12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.

13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:

a) The operator is an employee of the entity that owns, leases, or 709-10 contracts for the school bus, which may include the school district.

b) The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of

the operator in:

(1) safe operation of a type III vehicle;

(2) understanding student behavior, including issues relating to students with disabilities;

(3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;

(4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;

(5) handling emergency situations;

(6) proper use of seat belts and child safety restraints;

(7) performance of pre-trip vehicle inspections;

(8) safe loading and unloading of students, including, but not limited to:

(a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;

(b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;

(c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;

(d) placing the type III vehicle in "park" during loading and unloading;

(e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is 709-11 removed, the brakes are set, and the vehicle is otherwise rendered immobile; and

(9) compliance with paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.

c) A background check or background investigation of the operator has been conducted that meets the requirements under Minn. Stat. § 122A.18, Subd. 8,

or Minn. Stat. § 123B.03 for school district employees; Minn. Stat. § 144.057 or Minn. Stat. Ch. 245C for day care employees; or Minn. Stat. § 171.321, Subd. 3, for all other persons operating a type III vehicle under this section

d) Operators shall submit to a physical examination as required by Minn. Stat. § 171.321, Subd. 2.

e) The operator's employer requires pre-employment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minnesota Statutes, section 181.951, Subds. 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.

f) The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minn. Stat. § 171.321, Subd. 5.

g) A person who sustains a conviction, as defined under Minn. Stat. § 609.02, of violating Minn. Stat. § 169A.25, § 169A.26, § 169A.27 (driving while impaired offenses), or § 169A.31 (alcohol related school bus driver offenses), or whose driver's license is revoked under Minn. Stat. §§ 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.

h) A person who has ever been convicted of a disqualifying offense as defined in Minn. Stat. § 171.3215, Subd.1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.

i) A person who sustains a conviction, as defined under Minn. Stat. § 609.02, of a moving offense in violation of Minn. Stat. Ch. 169 within 3 years of the first of 3 other moving offenses is precluded 709-12 from operating a type III vehicle for 1 year from the date of the last conviction.

j) Students riding the type III vehicle must have training required under Minn. Stat. § 123B.90, Subd. 2 (See Section II.B., above).

k) Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle

operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.

2. The type III vehicle must bear a current certificate of inspection issued under Minn. Stat. § 169.451.

3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.

D. Type A-I "Activity" Buses Driven by Employees with a Driver's License without a School Bus Endorsement

1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:

a) The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.

b) The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.

c) The operator is prohibited from using the 8-light system if the vehicle is so equipped.

d) The operator has submitted to a background check and physical examination as required by Minn. Stat. § 171.321, Subd. 2.

e) The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in Minn. Stat. § 171.02, Subd. 2a(h) - 2a(j).

f) The operator has been trained in the proper use of child safety 709-13 restraints as set forth in the National Highway Traffic Safety Administration's "Guideline for the Safe Transportation of Preschool Age Children in School Buses," if child safety restraints are used by passengers, in addition to the training required in Section VI., above.

g) The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.

2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.

3. A school bus operated under this section must bear a current certificate of inspection.

4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.

B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).

C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within 1 month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.

D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:

1. the student's name and address;

2. the nature of the student's disabilities;

3. emergency health care information; and

4. the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by

the school district.

B. All school vehicles shall be state inspected in accordance with legal requirements.

C. A copy of the current daily pre-trip inspection report must be carried in the bus.

D. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.

E. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The school board has designated an individual to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required by Minn. Stat. § 171.321, Subd. 4. The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

XI. STUDENT TRANSPORTATION SAFETY COMMITTEE

The school board may establish a student transportation safety committee. The chair of the student transportation safety committee is the school district's school transportation safety director. The school board shall appoint the other members of the student transportation safety committee. Membership may include parents, school bus drivers, 709-15 representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

Legal References:

Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minn. Stat. § 123B.90 (School Bus Safety Training)
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
Minn. Stat. § 123B.935 (Active Transportation Safety Training)
Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
Minn. Stat. Ch. 169 (Traffic Regulations)
Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
Minn. Stat. § 169.02 (Scope)
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
Minn. Stat. § 169.446, Subd. 2 (Safety of School Children; Training and Education Rules)
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minn. Stat. § 169.454 (Type III Vehicle Standards)
Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
Minn. Stat. §§ 169A.25-169A.27 (DrivingWhile Impaired)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minn. Stat. § 171.168 (Notice of Violation by Commercial Driver)
Minn. Stat. § 171.169 (Notice of Commercial License Suspension)
Minn. Stat. § 171.321 (Qualifications of School Bus and Type III Vehicle Drivers)
Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
Minn. Stat. Ch. 245C (Human Services Background Studies)
Minn. Stat. § 609.02 (Definitions)
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
49 C.F.R. Part 383 (Commercial Driver's License Standards; Requirements and Penalties)
49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
49 C.F.R. § 383.5 (Transportation Definitions)
49 C.F.R. § 383.51 (Disqualification of Drivers)
49 C.F.R. Part 571 (Federal Motor Vehicle Safety Standards)

Cross References:

ISD 200 Policy 416 (Drug and Alcohol Testing)
ISD 200 Policy 506 (Student Discipline)
ISD 200 Policy 515 (Protection and Privacy of Pupil Records)

Policy Reviewed: *03.06.2024*
Policy Adopted: *07.27.2023*
Policy Revised: *07.01.2024*

802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

I. PURPOSE

The purpose of this policy is to provide guidelines for the superintendent to assist in timely disposition of obsolete equipment and material.

II. GENERAL STATEMENT OF POLICY

Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material.

III. DEFINITIONS

A. "Contract" means an agreement entered into by the school district for the sale of supplies, materials, or equipment.

B. "Official newspaper" is a regular issue of a qualified legal newspaper.

IV. MANNER OF DISPOSITION

A. Authorization

The superintendent shall be authorized to dispose of obsolete equipment and materials by selling it at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the school board. The superintendent shall be authorized to properly dispose of used books, materials, and equipment deemed to have little or no value.

B. Contracts Over $175,000

1. If the value of the equipment or materials is estimated to exceed $175,000, sealed bids shall be solicited by two weeks' published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the school board shall deem necessary.

2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.

3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto

and initialed in ink by the person signing the bid.

4. In the case of identical high bids from two or more bidders, the school board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the school board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may readvertise.

5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.

6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts From $25,000 to $175,000

If the amount of the sale is estimated to exceed $25,000 but not to exceed $175,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

D. Contracts $25,000 or Less

If the amount of the sale is estimated to be $25,000 or less, the contract may be made either upon quotation or in the open market,at the discretion of the school board. The sale in the open market may be by auction. If the contract is made on quotation, it

shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after receipt.

E. Electronic Sale of Surplus Supplies, Materials, and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

G. Sales to Employees

No officer or employee of the school district shall sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless the property and materials are not needed for public purposes and are sold to a school district employee after reasonable public notice, at a public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district at any one auction. This section shall not apply to the sale of property or materials acquired or produced by the school district for sale to the general public in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the ordinary course of business or the normal course of the employee's duties.

H. Exceptions for Surplus School Computers

1. A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment, including a tablet device, by conveying the property and title to:

   a) another school district;

   b) the state department of corrections;

   c) the board of trustees of Minnesota State Colleges and Universities;

   d) the family of a student residing in the district whose total family income meets

the federal definition of poverty; or

e) a charitable organization under section 501(c)(3) of the Internal Revenue Code that is registered with the attorney general's office for educational use.

2. If surplus school computers are not disposed of as described in Paragraph 1., upon adoption of a written resolution of the school board, when updating or replacing school computers, including tablet devices, used primarily by students, the school district may sell or give used computers or tablets to qualifying students at the price specified in the written resolution. A student is eligible to apply to the school board for a computer or tablet under this subdivision if the student is currently enrolled in the school and intends to enroll in the school in the year following the receipt of the computer or tablet. If more students apply for computers or tablets than are available, the school must first qualify students whose families are eligible for free or reduced-price meals and then dispose of the remaining computers or tablets by lottery.

Legal References: *Minn. Stat. § 13.591 (Business Data)*
Minn. Stat. § 15.054 (Sale or Purchase of State Property; Penalty)
Minn. Stat. § 123B.29 (Sale at Auction)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 471.85 (Property Transfer; Public Corporations)
Minn. Stat. § 645.11 (Published Notice)

Cross References: *MSBA School Law Bulletin "F" (School District Contract and Biddings Procedures)*

Reviewed: *02.28.2024*
Adopted: *05.22.2024*
Revised: *07.01.2024*

429 Conflict of Interest

I. Purpose

The purpose of this policy is to observe state laws regarding conflicts of interest and to ensure that employees act in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

II. General Statement

Situations may arise in which a Hastings Public Schools-ISD 200 employee has a conflict of interest; or acts in a manner which may create an appearance of a conflict of interest.

All district employees have an obligation to:

a. Avoid conflicts of interest, or the appearance of conflicts of interest, between personal interests and those of the district in dealing with outside entities or individuals.

b. Disclose real and apparent conflicts of interest to the Superintendent.

c. Refrain from participation in any decisions on matters that involve a real conflict of interest or the appearance of a conflict of interest.

III. What Constitutes a Conflict of Interest

All district employees owe a duty of loyalty to the district. This duty necessitates that in serving the district they act solely in the interests of the district, including district students and staff, and not in their personal interests or in the interests of others.

The persons covered under this policy shall hereinafter be referred to as "interested persons". Interested persons include all district employees, as well as persons with the following relationships to district employees:

a. Spouses or domestic partners

b. Brothers and sisters

c. Parents, children, grandchildren, and great-grandchildren

d. Spouses of individuals listed in A and B

e. Corporations, partnerships, limited liability companies (LLCs), and other forms of businesses in which an employer, either individually or in

combination with individuals listed in A, B, C, or D, collectively possess a 35% or more ownership or beneficial interest.

f. Other relationships such as close friendships may also cause a conflict of interest. Each situation must be evaluated for actual or potential conflict of interest.

Conflicts of interest arise when the interests of an interested party may be seen as competing with those of the district. Conflicts of interest may be:

a. Financial - where an interested party benefits financially directly or indirectly from its relationship with the district.

b. Non-Financial - seeking preferential treatment from the district or using confidential information received from the district.

A conflict of interest arises when a district employee involved in making a decision on behalf of the district or their immediate family, is in the position to benefit, directly or indirectly, from the employee's decision. Immediate family is the following who owns/receives more than 1% of the benefiting business/profits (spouse, parent, child, brother, sister and spouse of parent, child, brother or sister).

IV. Examples of Conflicts of Interest

a. Negotiates or approves a contract, purchase, sale, or lease on behalf of the district and has a direct or indirect interest in, or receives personal benefit from, the entity or individual providing the goods or service to the district.

b. Employs, approves the employment of, or supervises a person who is an immediate family member of the employee.

c. Sells products or services in competition with the district.

d. Uses the district's facilities, supplies, assets, employees, or other resources for personal gain.

e. Receives a gift valued at more than $5 from a vendor, if the employee is responsible for initiating or approving purchases from that vendor.

f. If a board member is a member of a financial institution that does business with the school district.

V. Honoraria Acceptance

A Hastings Public Schools-ISD 200 employee shall not accept an honorarium for an activity conducted where district-reimbursed travel, work time, or resources are used, or where the activity can be construed as having a relationship to the employee's position with the district. Such activity would be considered official duty on behalf of the district.

A relationship exists between the activity and the employee's position with the district if the employee would not participate in the activity in the same manner or capacity if he or she did not hold his or her position with the district. The employee should make every attempt to avoid the appearance of impropriety.

An employee may receive an honorarium for activities performed during regular non-working Hours or while on leave if the following conditions are met:

a. All expenses are the total responsibility of the employee or the sponsor of the activity in which the employee is participating.

b. The activity has no relationship to the employee's district duties.

Nothing in this document shall be interpreted as preventing the payment to the district by an outside source for actual expenses incurred by an employee in an activity, or the payment of a fee to the district (in lieu of an honorarium to the individual) for the services of the employee. Any such payments made to the district should be deposited to the district's account.

VI. Disclosure Requirements

A district employee who believes that he or she has a conflict of interest or may be perceived as having a conflict of interest in a discussion or decision must disclose that conflict to the group making the decision. Most concerns about conflicts of interest may be resolved and appropriately addressed through prompt and complete disclosure.

Therefore, Hastings Public Schools-ISD 200 requires the following:

a. The Superintendent or designee shall review all potential conflicts reported by employees, and the school board shall review all potential conflicts reported by the Superintendent and determine appropriate resolution in accordance with the next section.

b. If required by Federal awarding agencies, Hastings Public Schools-ISD 200 will notify those agencies in writing of any *potential* conflict of interest. (2CFR Part 200.112)

VII. Resolution of Conflicts of Interest

Every district employee shall disclose any real, apparent, or potential conflicts of interest to the Superintendent or designee of Hastings Public Schools-ISD 200. Conflicts shall be resolved as follows:

a. The board or Superintendent shall resolve or remedy conflicts in accordance with Minnesota law and in the district's best interests. Said resolution may include, but is not limited to, having the employee/personnel abstain from any decision-making involving the

underlying decision which led to the conflict of interest or potential conflict of interest.

1. The chair of the board shall be responsible for identifying resolutions involving the Superintendent.

2. The Superintendent or designee shall be responsible for making all decisions concerning resolutions of conflicts involving district employees.

VIII. Violations of Conflict of Interest

Failure to comply with the standards contained in this manual could lead to disciplinary action.

Legal References:

Cross References: *Hastings Public Schools-ISD 200 Accounting & Financial Procedures Manual.*

Adopted: *INDEPENDENT SCHOOL DISTRICT 200*

Policy Sunset: **05.22.2024**
Policy Reviewed: *04.12.2024*
Policy Adopted: *04.28.2021*
Policy Revised:

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

Invoice

Date	Invoice #
7/1/2024	1614

Bill To

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

Terms
Net 30

Description	Amount
AMSD Membership Dues 2024-2025	8,959.00
Total	$8,959.00

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

Invoice	INV-10547-B7X1R4
Date	7/1/2024
Amount Due	$13,168.00
Date Due	8/15/2024

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

Customer Name		**Purchase Order No.**			
Hastings					
Description		**Quantity**		**Unit Price**	**Ext. Price**
Policy Services Subscription - Hastings		1		$750.00	$750.00
ISD Membership - Hastings		1		$9,718.00	$9,718.00
BoardBook Subscription - Hastings		1		$2,700.00	$2,700.00

Dues for your district are based on "Average Daily Membership of Students Served" for the fiscal year ended June 30, 2023, as provided by the Minnesota Department of Education.

Subtotal	$13,168.00
Total	$13,168.00

MSBA is not able to accept Credit, Debit, or Procurement Cards as a method of payment of your 2024-2025 Dues Invoice. Please remit payment of this invoice to MSBA by CHECK. Thank you for your cooperation.

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

AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT NO. 200

And

SEIU Local 284 FOOD SERVICE PERSONNEL

Effective
July 1, 2024~~3~~ through June 30, 2026~~4~~

TABLE OF CONTENTS

NOTE: TOC will be updated with final version of Agreement

ARTICLE I - RECOGNITION OF EXCLUSIVE REPRESENTATIVE 1

Section 1. Preamble 1

Section 2. Description of Appropriate Unit 1

Section 3. Parties 1

Section 4. Terms and Conditions of Employment 1

ARTICLE II - EMPLOYEE RIGHTS 2

Section 1. Right to Views 2

Section 2. Right to Join 2

Section 3. Request for Dues Checkoff 2

Section 4. New Hire Union Meeting 2

Section 5. Probationary Period 2

Section 6. Union Access 3

Section 7. New Employee Information 3

ARTICLE III - WAGE RATES 3

Section 1. Wage Rates 3

Section 2. Step Increase Status 3

Section 3. Grade Level/Assignment Transition 4

Section 4. Moving to a Lower Grade 4

Section 5. Job Postings 4

Section 6. Payment for Daily/Short Term Substitute Positions 4

Section 7. Long Term Substitute Positions 5

Section 8. Job Assignments 5

Section 9. Work Year 6

Section 10. Breaks 6

Section 11. Pay Periods 6

ARTICLE IV - HOLIDAYS/DISCRETIONARY LEAVE 6

Section 1. Holidays 6

Section 2. Discretionary Leave 7

ARTICLE V - GROUP INSURANCE 7

Section 1. Selection of Carrier 7

Section 2. Eligibility 8

Section 3. Coverage Under Multiple Bargaining Units 8

Section 4. Combined Coverage 8

Section 5. Medical-Hospitalization Insurance 8

Section 6. Income Protection Insurance 10
Section 7. Dental Insurance 10
Section 8. Life Insurance 11
Section 9. Claims Against the School District 11
ARTICL VI - LEAVE PROVISIONS 11
Section 1. Sick Leave 11
Section 2. Catastrophic Illness/Sick Leave Bank 12
Section 3. Worker's Compensation 12
Section 4. Leaves of Absence 12
ARTICLE VII - RETIREMENT 14
Section 1. Retirement/Resignation 14
Section 2. Eligibility 14
Section 3. Matching Contribution Plan 403(b) 15
Section 4. Contributions 16
Section 5. Death of an Employee 16
ARTICLE VIII - MISCELLANEOUS 16
Section 1. Training 16
Section 2. Seniority - Layoff and Recall 16
Section 3. Evaluation 18
Section 4. Footwear 18
ARTICLE IX - GRIEVANCE PROCEDURE 19
Section 1. Right of Responsibility 19
Section 2. Definitions and Interpretations 19
Section 3. Time Limitations and Waiver 19
Section 4. Adjustment of Grievance 19
ARTICLE X - DURATION AND EFFECT 21
Section 1. Term and Reopening Negotiations 21
APPENDIX A - SALARY SCHEDULE 22
APPENDIX B - MEMBER INFORMATION 24
APPENDIX C – EMPLOYEES GRANDFATHERED – FOR HOLIDAYS/DISCRETIONARY LEAVE 27
APPENDIX D - SEVERANCE RATE AND HEALTH CAPS 28

EMPLOYMENT PROVISIONS FOR FOOD SERVICE PERSONNEL

Independent School District 200
Hastings, Minnesota

2024~~3~~-2026~~4~~

ARTICLE I - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Preamble

In accordance with the P.E.L.R.A. of 1971 as amended, the school board recognizes the Service Employees International Union Local 284 as the exclusive representative of food service employees included within the coverage of this Agreement. The school board hereby agrees it will not recognize or negotiate with any other person, association group, committee or entity other than the exclusive representative who shall have those rights and duties as prescribed by the P.E.L.R.A. of 1971, as amended, and as described in the provisions of this Agreement. In accordance with M.S. 179A.06, Subd. 3, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee required of any employee shall not exceed his or her pro rata share of the specific expenses incurred for services rendered by the exclusive representative relative to negotiations and administration of the grievance procedure for employees in the appropriate unit.

Section 2. Description of Appropriate Unit

For purposes of this Agreement, the term "food service employee" shall mean all persons in the appropriate unit employed by the District, excluding the following: confidential employees, supervisory employees, essential employees, part-time employees whose services are less than ten hours per week, ~~employees who hold positions of a temporary or seasonal nature for a period not in excess of 67 working days in any calendar year,~~ and emergency employees.

Section 3. Parties

THIS AGREEMENT, made and entered into between the School Board of Independent School District No. 200, Hastings, Minnesota, hereinafter referred to as the District and the Food Service Employees International Union Local 284, hereinafter referred to as ~~exclusive representative~~ "Union," pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the P.E.L.R.A. of 1971, as amended, to provide terms and conditions of employment for food service personnel for the duration of this Agreement.

Section 4. Terms and Conditions of Employment

Terms and conditions of employment shall mean the hours of employment, the compensation therefore, including fringe benefits and the District's personnel policies listed herein affecting the working conditions of the employee.

ARTICLE II - EMPLOYEE RIGHTS

Section 1. Right to Views

Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the exclusive representative.

Section 2. Right to Join

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

Section 3. Request for Dues Checkoff

Employees have the right to request and be allowed payroll deduction for the Union and for the Union's political action committee, to the extent permitted by law. The District will commence deductions within 30 days of receiving notice from the Union of the authorized deduction(s). The District will remit deductions to the Union within 30 days of the deduction.

The notice will include certification from the Union that the Union has and will maintain a signed authorization from the employee for whom deductions will be made. A valid signed authorization includes, but is not limited to, an electronically signed authorization. The District may require a copy of the signed authorization form only if a dispute arises about the existence or terms of the authorization. The dues deduction authorization remains in effect until the District receives notice from the Union that an employee has changed or cancelled their authorization in writing in accordance with the terms of the original authorizing document.

The Union will indemnify the District for any successful claims made by an employee for unauthorized deductions made in reliance upon certification or information received from the Union.

Section 4. New Hire Union Meeting

Within the first 30 days after hire, a new hire to the ~~u~~Union will be afforded 30 minutes during the workday in which to meet with a representative from the ~~u~~Union, either the business agent or the ~~u~~Union steward, for an initial meeting to explain the role of the ~~u~~Union to the new member.

Section 5. Probationary Period

Subd. 1.
Newly hired or rehired employees shall be required to serve a probationary period of six working months, with the exception of externally hired Lead Cooks, who will serve a probationary period of nine working months. Upon completion of the probationary period, new or rehired employees shall become regular employees within the meaning of this Agreement and shall be credited seniority from the initial date of continuous employment by the District.

Subd. 2.
Any employee who has completed his/her initial probationary period and is moving from a three or four position to a five or six-hour position or from a regular cook to a lead cook position shall be subject to a new probationary period of six working calendar months. Any employee who has completed his/her probationary period and is making a lateral move to a different building will serve a new probationary period of one working calendar month.

Subd. 3.
Failure to obtain permanent status upon promotion or assignment to a new position shall not be grievable during the probationary period. A regular employee who has been assigned to a new position may during the probationary period be returned to his/her previous status and rate of pay. Should that happen, the vacated position will be posted. The decision to return to an individual's previous position can be determined by the employee or the District.

Subd. 4.
All probationary employees shall be evaluated monthly. The evaluations shall be conducted by the lead cook and/or the Food Service Director. Employees who are not performing satisfactorily will be counseled by their immediate supervisor and may be given, depending upon the circumstances, the opportunity to correct any deficiencies before being released from the position.

Section 6. Union Access

The District will allow the Union to communicate and meet with bargaining unit members, to the extent required by law.

Section 7. New Employee Information

The District will provide employee and new hire information to the Union as required by law.

ARTICLE III - WAGE RATES

Section 1. Wage Rates

The positions and wages reflected in Appendix A, attached hereto, incorporated herein and a part of this Agreement, shall be in effect for the duration of said Agreement. The work day shall be assigned by the administration. All lead cooks will work a seven or eight hour day (at the discretion of the administration) inclusive of lunch.

Section 2. Step Increase Status

Subd. 1.
Employees shall be compensated pursuant to Appendix A. If the initial employment is after January 1~~st~~, the employee~~s~~ shall not advance on the following July 1~~st~~. Effective July 1, 2025, the employee shall not advance on the following July 1 if the initial employment is after March 1. Upon the expiration of this Agreement, a step is not automatic and is subject to renegotiation by the parties. The District reserves the right to withhold advancement on the salary schedule if, in the judgment of the board, circumstances warrant it.

*Grade 4 Cooks listed on Appendix A will be compensated according to Grade 5 on the Salary Schedule. All future Cooks will remain at Grade 4 on the Salary Schedule.

Section 3. Grade Level/Assignment Transition

When an employee accepts a position at a higher grade level they will be shadowed in to an hourly rate that is closest to their existing rate and then moved to a step that reflects at least a 4% increase above their current rate.

Section 4. Moving to a Lower Grade

When an employee moves to a position with a lower grade level they will be placed at their same step on the new salary schedule in the appropriate classification.

Section 5. Job Postings

All vacancies will be posted for a minimum of five days. All job openings will be posted. Postings will consist of notification via District email and will be available on the District website. Positions may be posted internally and externally or internally first, but not externally first, however, interviews will be conducted with selected internal applicants, prior to the consideration of external candidates. Employees will be informed whether they will be offered or be interviewed for a position within 15 working days after submitting an application.

Regular employees not awarded a position, upon request, will be provided the reasons for not being selected for the position for which they applied. If requested by the employee, the District will provide its reasons in writing.

Section 6. Payment for Daily/Short Term Substitute Positions

Employees interested in subbing for higher grade levels as needed, will be provided the appropriate training prior to subbing, in order to be able to perform the scope of duties associated with the position. This training will be in addition to any other in-service or other training as provided or required by the District.

Subd. 1.
When a District cook substitutes for a different grade level the following pay structure will be adhered to:

I. Grade 3 subbing for grade 4; $2.25 above current pay rate.
II. Grade 4 subbing for grade 8; $2.75 above current pay rate.
III. Grade 4 subbing for grade 9; $3.25 above current pay rate.
IV. Grade 3 subbing for grade 3; is paid at their regular rate of pay.

Subd. 2.
Food Service Personnel shall be paid $20.00 per hour, or overtime, whichever is greater, for all school sponsored or community events that are held outside of the normal work day. Employees regularly scheduled at the school where the event is taking place will first be offered the extra work. In the event additional staff are needed, food service employees from other schools will be offered the extra work on a rotational basis (list to be established based on alphabetical order). Employee(s) will need to be appropriately certified (Serve Safe).

Section 7. Long Term Substitute Positions

Subd. 1.
All regular positions of 30 work days or longer, regardless of length of day, shall be posted.

Initially, all long term substitute positions are only open to food service employees who are regularly employed.

If the long term position is not filled by a food service employee who is regularly employed, the position would then be posted and made available to on call substitutes and all other interested persons.

Subd. 2.
Whenever possible, a substitute position of less than 30 working days in duration will be rotated among current employees who are working less hours in the building where the position is located.

Subd. 3.
When a District, five to eight hour, Food Service Employee will be on leave of absence for six weeks, or longer the long term sub will be paid at the rate outlined in Article III, Section 6, Subd. 1, of the Master Agreement. That employee will be paid for the actual number of hours that they are working, for a holiday, should the holiday fall during the term of the long term substitution.

Subd. 4.
If a regularly employed cook accepts a long term position, at the conclusion of the long term substitute position, the regularly employed cook would be reinstated to their position held prior to the long term assignment.

Section 8. Job Assignments

Subd. 1.
Job assignments are the responsibility of the Food Service Director. No current five or six hour position is to be divided in any manner to create multiple positions.

Subd. 2.
A combination of two and/or three hour food service positions in one or more buildings does not constitute a five or six hour food service position and does not provide five or six hour pay however, employees will be eligible for all other employee benefits based on their regularly scheduled combined hours.

Subd. 3.
Whenever transfers become necessary, lateral transfers shall not be based upon seniority.

Subd. 4.
If a regularly employed five-six hour cook is on an approved parental/medical leave of absence and chooses to return for fewer hours, said employee would receive their regular hourly rate of

pay during this period of time. However, the employee would be required to present a physician's statement indicating that the employee would be able to return to his/her position but for fewer hours than required in their normal work schedule.

The administration reserves the right to restrict the length of time that an employee would be allowed to access this provision.

Section 9. Work Year

The work year shall consist of: all days students are served lunch, one day before school starts, one in-service day and one day of sanitizing. The in-service day and sanitizing day will typically be scheduled on conference days. At minimum, employees will be paid based on regularly scheduled hours. If the in-service is longer than normally scheduled, employees will be paid for actual hours of in-service training. Food service employees will be required to attend one in-service day and attendance on the sanitizing day will be optional. If you chose not to attend you will not be compensated. Employees choosing to work on the sanitizing day, will be compensated for actual hours worked. The District will attempt to serve bag lunches on early out days and the leads at each site will determine how many employees are needed.

Section 10. Breaks

The District recognizes the physical demands of the job and has allowed up to 15 minutes for a work break and up to 20 minutes for a lunch break, if you are working five hours or more per day. There may be days when the breaks will be shorter depending on the work load.

Section 11. Pay Periods

All pay dates shall be on the 5th and 20th of each month. Time sheets will be turned in to the employee's immediate supervisor according to the schedule sent to all administrators and supervisors by the Payroll Department.

ARTICLE IV - HOLIDAYS/DISCRETIONARY LEAVE

Section 1. Holidays

Subd. 1.
Employees will receive the following paid holidays, those marked with an asterisk (*) will be received only by those Lead Cooks and Cooks who were hired before July 1, 2008:

New Year's Day
Good Friday
~~Memorial Day~~
Thanksgiving Day
Friday After Thanksgiving*
Christmas Day
~~Christmas Day~~
Presidents' Day Observed
Memorial Day ~~Easter Monday* (only if school is not in session)~~
Labor Day* *
Christmas Eve Day*
New Year's Eve Day*

Subd. 2.
Payments for holidays shall be made in the time period in which the holiday falls (number of

paid hours per day based upon the employee's normal work day – does not include substitute hours).

Subd. 3.
If school is in session during a designated holiday (e.g. President's Day, Good Friday, etc.) the District reserves the right to reschedule any of the designated holidays.

Section 2. Discretionary Leave

Subd. 1.
Employees hired prior to July 1, 2008 (as provided in Appendix C) shall receive nine discretionary leave days per year.

Subd. 2.
Employees hired on or after July 1, 2008 shall receive five discretionary leave days per year.

Subd. 3.
Employees beginning employment after the start of the school year shall earn a pro-rata amount of discretionary leave.

Subd. 4.
Payment for discretionary leave shall be based on the employee's regularly scheduled base hours per day.

Subd. 5.
Discretionary leave must be approved at least five days in advance by the Food Service Director; except in cases of emergency, in which case employees will submit their requests for leave as soon as reasonably possible.

Subd. 6.
Discretionary leave may be used during the school year when school is not in session.

Subd. 7.
Any discretionary leave days that are unused at the end of each year will be paid out at the rate of $16.50 per hour, in a supplemental payroll at the end of July.

Subd. 8.
In the event that a member's immediate family dies or becomes hospitalized with a serious illness or injury, while an employee is absent using discretionary leave, the employee's leave will be changed to the appropriate leave type with the approval of the Human Resource Director.

ARTICLE V - GROUP INSURANCE

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

Section 1. Selection of Carrier

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

Section 2. Eligibility

Employees who are regularly scheduled to work at least 850 hours per year are eligible for the benefits listed in this Article.

Section 3. Coverage Under Multiple Bargaining Units

If an employee is employed in more than one bargaining unit in the District, they can combine the hours worked in all of the units to determine their eligibility for benefits under this Article.

Section 4. Combined Coverage

Each employee may only be covered by one policy under each of the District's insurance plans, e.g. health and dental insurance.

Section 5. Medical-Hospitalization Insurance

Subd. 1.
The District shall contribute the amounts listed in Subdivisions 2 and 3 of this Section toward the cost of premiums for employees who are enrolled in one of the District's group medical-hospitalization plans and are eligible for benefits as defined in Section 2 of this Article. The amount contributed shall not exceed the actual cost of the insurance premium. Any remaining amount not contributed by the District shall be borne by the employee through pre-tax payroll deduction.

Subd. 2
The District's maximum monthly contribution for single plans for 2024-2025 ~~2023-2024~~ shall be ~~the monthly cost of Comp Basic single~~ $1,016 for employees who qualify for and are enrolled in the District group medical plan. Employees shall receive a share of that maximum contribution as determined by their regularly scheduled hours per year as listed below:

Regularly Scheduled Hours Per Year	Percentage of Maximum Contribution	Maximum Monthly Contribution
1605.01 to 1888	100%	$1,016~~884~~
1416.01 to 1605	85%	$864~~751~~
1227.01 to 1416	75%	$762~~663~~
944.01 to 1227	65%	$661~~575~~
850 to 944	50%	$508~~442~~

The District's maximum monthly contribution for single plans for 2025-2026 shall be $1,132 for employees who qualify for and are enrolled in the District group medical plan. If the rates for single insurance for the 2025-2026 plan year exceed this rate, the maximum contribution will be adjusted to cover the full single premium and the percentages will be adjusted accordingly. Employees shall receive a share of that maximum contribution as determined by their regularly scheduled hours per year as listed below:

Regularly Scheduled Hours Per Year	Percentage of Maximum Contribution	Maximum Monthly Contribution
1605.01 to 1888	100%	$1,132
1416.01 to 1605	85%	$962
1227.01 to 1416	75%	$849
944.01 to 1227	65%	$736
850 to 944	50%	$566

The District's maximum monthly contribution for employees participating in a high-deductible single plan shall be $100 lower than those listed in this Subdivision.

Subd. 3.
The District's maximum monthly contribution for family plans ~~in~~ for 2024-2025 ~~2023-24~~ shall be $2,161~~1,879~~, for employees who qualify for and are enrolled in the District group medical plan. Employees shall receive a share of that maximum contribution as determined by their regularly scheduled hours per year as listed below:

Regularly Scheduled Hours Per Year	Percentage of Maximum Contribution	Maximum Monthly Contribution
1605.01 to 1888	100%	$2,161~~1,879~~
1416.01 to 1605	85%	$1,837~~1,597~~
1227.01 to 1416	75%	$1,621~~1,409~~
944.01 to 1227	65%	$1,405~~1,221~~
850 to 944	50%	$1,081~~940~~

The District's maximum monthly contribution for family plans for 2025-2026 shall be $2,585 for employees who qualify for and are enrolled in the District group medical plan. Employees shall receive a share of that maximum contribution as determined by their regularly scheduled hours per year as listed below:

Regularly Scheduled Hours Per Year	Percentage of Maximum Contribution	Maximum Monthly Contribution
1605.01 to 1888	100%	$2,585
1416.01 to 1605	85%	$2,197
1227.01 to 1416	75%	$1,939
944.01 to 1227	65%	$1,680
850 to 944	50%	$1,293

The District's maximum monthly contribution for employees participating in a high-deductible Family plan shall be $200 lower than those listed in this Subdivision.

Subd. 4.
For employees who are eligible for benefits according to Section 2 of this Article and who are

enrolled in one of the District's high-deductible medical-hospitalization plans, the District's monthly contribution to a VEBA shall be as defined below. The contribution will be divided equally over the number of payrolls elected by the employee each year.

Plan Type	Monthly Contribution
Single	$100
Family	$200

Subd. 5.
When an employee and their spouse are both members of the bargaining unit, or members of another bargaining unit eligible to combine coverage, and covered under the District's medical-hospitalization insurance plan, they will be covered by single insurance plans unless the employees have dependents, in which case they will be covered by one family plan. The District will allow combining of contributions (policy holder family contribution plus the spouse's single contribution) on family insurance if coverage is needed because the employees have dependents.

Section 6. Income Protection Insurance

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

Section 7. Dental Insurance

Subd. 1
Employees will be notified by mail and given the opportunity to enroll whenever there is an open enrollment period with the dental insurance carrier.

The District shall contribute the amounts listed in this Section toward the cost of premiums for employees who are enrolled in one of the District's group dental plans and are eligible for benefits as defined in Section 2 of this Article. The amount contributed shall not exceed the actual cost of the insurance premium. Any remaining amount not contributed by the District shall be borne by the employee through pre-tax payroll deduction.

Hours Worked Per Year	Maximum Monthly Contribution
1605.01 to 1888	$81
1416.01 to 1605	$69
1227.01 to 1416	$61
944.01 to 1227	$53
850 to 944	$41

Subd. 2 Spouse Contribution for Dental Coverage
When an employee and their spouse are both members of the bargaining unit, or members of another bargaining unit eligible to combine coverage, and covered under the District's dental insurance plan, they will be covered by one family plan. The District will allow combining of contributions (policy holder contribution plus the spouse's contribution) on family insurance if coverage is needed because the employees have dependents.

Section 8. Life Insurance

The District shall provide a group term life insurance policy in the amount of $50,000 for all Food Service Employees whose hours worked equals 850 hours or more per year. The cost will be borne by the District.

Additional amounts of life insurance (over $50,000) may be purchased; the cost of the additional insurance shall be borne by the employee and paid by payroll deduction.

Section 9. Claims Against the School District

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

ARTICL VI - LEAVE PROVISIONS

Section 1. Sick Leave

Food Service employees will be granted eight days of sick leave per year. Payment for sick leave shall be based on the employee's regularly scheduled base hours per day. When an employee has accumulated 150 days of sick leave the employee will be paid up to 5 days beyond 150 days at a rate of $16.50 per hour. These days will be paid in a supplemental payroll at the end of July.

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

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

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

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

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

Subd. 3.

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

Subd. 4.
An employee who must be absent because of illness or other legitimate reason must notify the supervisor as soon as possible.

Subd. 5.
Absences or unapproved absences not covered by leave policies will result in a salary deduction at the employee's regular daily rate of pay.

Section 2. Catastrophic Illness/Sick Leave Bank

Subd. 1.
On or about January 15th of each year, the business office will contact members for voluntary donations of unused sick leave days to establish and maintain a paid sick leave bank up to 300 hours. Employees may donate a maximum of up to two days, average hours worked, per year to the bank.

If a member of the bargaining unit runs out of sick leave due to serious illness, they may contact the Union Business Agent or the Director of Human Resources about their situation and request days from the sick leave bank. The Union Business Agent will work with the Director Human Resources to determine the amount of sick leave to be granted from the bank, with a maximum of ten days.

Section 3. Worker's Compensation

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

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

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

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

Section 4. Leaves of Absence

Subd. 1. Bereavement Leave

In the case of death in the immediate family, (immediate family shall mean spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandparent in-law, grandchildren, stepparent(s), guardian(s), step-child, aunt, uncle, or domestic partner), up to five days will be allowed per death without deduction in pay and without deduction from sick leave. For the purposes of this Subdivision the parent, sibling, or grandparent of an employee's domestic partner will be considered to be that employee's parent-, sibling-, or grandparent-in-law.

For the purposes of this Subdivision, "domestic partner" is defined as a person for whom the employee has a District Domestic Partnership Agreement and Affidavit on file with the District.

At the discretion of the Human Resources Director, up to two days in addition to those identified in paragraph one may be granted. The additional day(s) shall be deducted from sick leave.

All persons regularly employed shall be eligible for bereavement leave as outlined above.

Subd. 2. Emergency Closing:
In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but directed not to report, will be paid.

Subd. 3. General Leave of Absence
Food Service employees may apply for an unpaid leave of absence. The granting of such leave shall be at the discretion of the District.

Subd. 4. Parental Leave of Absence
In the event of pregnancy, the Food Service employee shall notify the Director of Human Resources not later than the fourth month of pregnancy of the expected date of delivery. The employee must also submit a physician's statement indicating the estimated date of delivery. A leave of absence of not more than 12 months may be granted upon written request.

- Employees requesting a parental leave must request such leave in writing, which shall be accompanied by a physician's statement indicating the employee is unable to perform her/his assigned duties and responsibilities without injury or illness.

- The effective date of the leave, its duration and the approximate date of return to employment shall be determined by the Director of Human Resources based upon the employee's medical statement and the needs of the District's program.

- Parental leave is a leave without pay or fringe benefits. An employee may continue fringe benefits, if eligible, assuming the full cost of said benefits.

- Adoption leave shall be granted upon the request of a Food Service employee pursuant to the applicable provisions of the parental leave section.

- Provisions of the Family Leave Medical Leave will apply where applicable.

Subd. 5. E-Learning Days
When an E-Learning day is called (or scheduled) by the Superintendent, it will be considered a

regularly scheduled work day and employees shall be paid their regularly scheduled pay. Employees will be assigned work by their supervisor on such days. Employees opting not to work on an E-Learning day may choose to use available paid leave, or take the day without pay. In such cases, employees will not be required to use paid leave prior to taking leave without pay.

Subd. 6. Jury Duty

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

ARTICLE VII - RETIREMENT

Section 1. Retirement/Resignation

The retirement/resignation should be turned in at least two weeks in advance of the effective date of retirement/resignation. Employees should write a letter of retirement/resignation to the Director of Human Resources (copy to the supervisor) stating the reason for leaving. The Director of Human Resources then presents the retirement/resignation to the Board of Education at a regularly scheduled meeting for acceptance.

Section 2. Eligibility

Severance Pay

Food Service employees, who were hired prior to July 1, 2008 and are regularly employed three, four or more hours per day and who have completed at least 12 years of continuous service with the District and who are at least 55 years of age shall be eligible to receive the amount obtained by multiplying 60% of the employee's unused number of sick leave days, but in any event, not to exceed 72 days' pay.

In addition, Food Service employees who have been regularly employed (as defined in paragraph one above) shall be eligible for two days of pay multiplied by the number of years of service, not to exceed 50 days.

Based upon the above, the total number of days that could be paid for severance purposes is 122 days for all Food Service personnel other than those who have been employed as a Lead Cook. In addition, Lead Cooks who have been regularly employed (as defined in paragraph one above) shall be eligible for one day of pay multiplied by the number of years of service as a lead cook, not to exceed 15 days.

Based upon the above, the maximum number of days that could be paid for severance purposes is 137 days for Food Service personnel who have been employed as a Lead Cook during the years of their employment in the District. The hours per day used in the above calculation are the number of hours worked per day at the time of retirement.

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

Grade 3	$13.19
Grade 4	$15.15
Grade 8	$21.38
Grade 9	$23.63

Hours per day and rate of pay will be based on the most recent five year average.

Example:
Cook's Asst., three years at Grade 3, current rate or cap
Cook, two years at Grade 4, current rate or cap
The average rate of pay would be used to calculate severance.

If the employee's current hourly rate is less than the capped amount, then that hourly rate will be used for severance purposes. See Appendix D.

Subd. 1.
This section applies to employees hired prior to July 1, 2008 who qualify for retiree health. An employee who retires pursuant to this Article will be eligible to continue participation in the District's group medical-hospitalization insurance plan, if permitted by the terms of the policy with the insurance carrier. The District will contribute $255 a month towards single and $615 a month towards family insurance, until the employee reaches the age of Medicare eligibility or the expiration of eight years of District contribution whichever comes first (See Appendix D).

The portion of the premium not contributed by the District will be borne by the cook. It is the responsibility of the employee to make arrangements with the District business office to pay to the District the monthly premium amounts in advance and on such date as determined by the District. The employee's right to continue participation in such group insurance, however, will discontinue upon the employee reaching Medicare eligibility.

Subd. 2.
Employees who retire during the period covered by this contract will participate in the Minnesota Health Care Savings Plan. An individual hired prior to September 2, 1987 will have 40% of their severance placed in the Minnesota Health Care Savings Plan. The remainder of their severance pay (60%) shall be paid by the District in annual installments over two years from the effective date of retirement. The payment schedule shall begin the first pay period of the calendar year after the year in which the resignation takes place.

Any employee hired after September 2, 1987 will have 80% of their severance pay placed in the Minnesota Health Care Savings Plan.

The remainder of their severance pay (20%) shall be paid by the District in annual installments over two years from the effective date of retirement. The payment schedule shall begin the first pay period of the calendar year after the year in which the resignation takes place.

The District contribution toward the Minnesota Health Care Savings Plan will be deposited within 30 days of retirement.

Section 3. Matching Contribution Plan 403(b)

Employees hired after June 30, 2008 who are regularly employed with the District shall be eligible to participate in a 403(b) matching contribution plan pursuant to M.S.356.24.

Employees hired prior to July 1, 2008, who are regularly employed with the District shall be eligible and may choose to participate in a 403(b) matching contribution plan pursuant to M.S.356.24. If choosing to

participate the employee would be forfeiting all rights to severance and retiree health under Section 2 – Eligibility/Severance.

Section 4. Contributions

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

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

Maximum annual match is capped at $2,500 maximum
lifetime match is capped at $35,000

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

An ISD #200 Salary Reduction Authorization Agreement stating "Matching Contribution" must be received by the District office on August 1, preceding the school year during which the employee wishes to participate.

Section 5. Death of an Employee

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

ARTICLE VIII - MISCELLANEOUS

Section 1. Training

The District will pay the tuition costs of authorized and approved short course training.

In addition to the in-service outlined in Article III, Section 9, the District shall pay for eight hours of in-service training for each year of the contract as outlined below:

A. The pay will be determined by the hourly rate of each employee according to the salary schedule.
B. The workshop or training session must be directly related to food preparation or cafeteria operations.
C. The workshop or training session must have the prior approval of the lunch program supervisor or the Director of Human Resources.
D. Evidence of attendance (e.g., certificate or receipt) should be provided when appropriate.

Section 2. SNA Certification Pay for Lead Cooks

Subd. 1 - Leads Cooks obtaining Level II or higher SNA Certification shall be eligible for certification pay as follows:

Level II - $.50 per hour
Level III or higher - $.75 per hour

Subd. 2 - Payment of annual conference registration and membership fees for SNA shall be paid by the District. The employee shall be responsible for payment of application fees required to obtain certification.

Subd. 3 - Trainings required to obtain, or maintain, SNA certification must be completed on non-student contact days.

Subd. 4 - Lead cooks must maintain current certification to be eligible for the certification pay. If the certification on file with the Food Service department expires, the certification pay shall be discontinued until such time as the updated certification is provided. Pay for certifications obtained shall be effective the first day of the next pay period, following receipt of obtaining certification, or renewal of such certification.

Section 3. ServSafe Certification Pay for Cooks

Subd. 1 - Cooks obtaining ServSafe Certification shall be eligible for compensation of $.25 per hour.

Subd. 2 - Payment of the course fee shall be paid by the District. An employee not passing the course on their initial attempt shall be responsible for any additional fees required.

Subd. 3 - Trainings to obtain, or maintain, ServSafe certification must be completed on non-student contact days.

Subd. 4 - Cooks must maintain current certification to be eligible for the certification pay. If the certification on file with the Food Service department expires, the certification pay shall be discontinued until such time as updated certification is provided. Pay for certifications obtained shall be effective the first day of the next pay period, following receipt of obtaining such certification, or renewal of such certification.

Section ~~42~~. Seniority - Layoff and Recall

Subd. 1. Reduction.
All regularly employed Food Service employees shall be placed on the seniority list. If a position must be reduced or eliminated in a specific building, the District must lay off or reduce the least senior employee in the building in that classification. (Seniority means initial date of hire with the District regardless of classification. Classification Definition: Lead Cook I, Lead Cook II, Cook, Cook's Assistant)

That employee may choose one of the following:

1. Accept the reduction/layoff but remain on the recall list for open position in his/her classification. Employee may remain on the recall list for up to two years. Declining a recall position does not prohibit the employee from being offered future recall positions. Accepting a recall position removes the employee from the recall list. Positions will be offered in seniority order to employees on the recall list.

2. Bump the least senior employee in his/her classification in the District.

   a. If there is no less senior employee in his/her hourly classification in the District, employee may bump the least senior employee the next lower classification in the District. There is no bumping into a higher classification.

3. Bump the least senior employee in the next lower classification in the building, provided that employee is less senior than the employee doing the bumping.

Subd. 2. Notice

Employees to be laid off or have had their hours reduced shall be given a written notice two calendar weeks in advance of the effective date of the change of status.

Subd. 3 . Recall

The District shall, by certified letter to the employee's last known address, notify the employee to be recalled of such intent of availability of work. The employee shall have ten calendar days to notify the District of their intent to return (from date of receipt). If the employee fails to return to work within such time period, such employee shall forfeit future recall rights.

Subd. 4. Reinstatement

Employees recalled from layoff or a reduction in hours shall be reinstated at salary (per schedule) of current contract for the position in which the employee is recalled.

Section ~~53~~. Evaluation

Subd. 1.

All food service employees, who have completed their probationary period, will be evaluated annually using District evaluation forms and procedures. A copy of the evaluation will be given to the employee and a copy will be placed in the employee's personnel file.

Subd. 2. Discipline

The District will discipline for just cause. In most cases the discipline will be progressive as follows:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge

Written reprimands will become part of the employee's personnel file: The affected employee will receive a copy of such written reprimands and notices of suspension and discharge.

Both the District and employee agree that the above list of types of discipline is not meant to imply sequence of events.

Section ~~64~~. Footwear

~~Effective July 1, 2022, e~~Each employee will be required to wear safe, appropriate, no-slip footwear during their duty time. Employees may order approved shoes from a company designated by the

District that will be slip-resistant and have a sturdy upper (such as leather or vinyl, but not canvas). The District's contribution through the approved vendor will be up to $150 per year.

ARTICLE IX - GRIEVANCE PROCEDURE

Section 1. Right of Responsibility

Employees are responsible to their immediate supervisor. Should a grievance arise, an employee has the right of appeal through defined grievance procedure the school business official and superintendent channels to the Board of Education.

Section 2. Definitions and Interpretations

Subd. 1. Extensions.
Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days.
Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all weekdays not designated as holidays by State Law or days school is not in session in accordance with the school calendar.

Subd. 3. Computation of Time.
In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday or Sunday or day in which school is not in session or is a legal holiday.

Section 3. Time Limitations and Waiver

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the Food Service Director setting forth the facts and the specific provisions of the Agreement allegedly violated and the particular relief sought within 15 days after the date the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the Food Service Director.

Section 4. Adjustment of Grievance

The parties shall attempt to adjust all grievances which may arise during the course of employment of any employee within the District in the following manner:

Subd. 1. Level I.
If the grievance is not resolved through informal discussions, a grievance shall first be filed with the Food Service Director. The Food Service Director shall set a time to meet regarding the grievance within five days after receipt of the grievance. The Food Service Director shall give a written decision on the grievance to the parties involved within five days after the meeting.

Subd. 2. Level II.
In the event the grievance is not resolved in Level I, the decision rendered may be appealed to

the Superintendent of Schools, provided such appeal is made in writing within five days after receipt of the decision in Level I. If a grievance is properly appealed to the Superintendent, he/she shall meet regarding the grievance within five days after receipt of the appeal. Within three days after the meeting, the Superintendent or designee shall issue a decision in writing to the parties involved.

Subd. 3. Denial of Grievance:
Failure by the District or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the employee may appeal it to the next level.

Subd. 4. Arbitration Procedures:
In the event the employee and the District are unable to resolve any grievance, the grievance may be submitted to arbitration.

ARTICLE X - DURATION AND EFFECT

Section 1. Term and Reopening Negotiations

This Agreement shall remain in full force and effect for a period commencing July 1, 2024~~3~~, through June 30, 2026~~4~~. In the event that a new contract is not agreed to by July 1, 2026~~4~~, provisions of this contract will remain in effect. If either party desires to modify or amend this Agreement commencing on July 1, 2026~~4~~, they shall give written notice of such intent no later than May, 2026~~4~~. Unless otherwise mutually agree, the parties shall not commence negotiations more than 90 days prior to the expiration of the Agreement.

This Agreement constitutes the full and complete Agreement between the District and the ~~u~~Union representing service employees described in the appropriate unit. Provisions herein relating to terms and conditions of employment supersede all prior Agreements and practices of employment inconsistent with these provisions.

For: Hastings Public Schools
Food Service Employees
SEIU Union Local No. 284
450 Southview Blvd.
South St. Paul, MN 55075

For: Independent School District No. 200
1000 – 11th Street West
Hastings, MN 55033

_____
Business Agent

_____
Chairperson

_____
Steward

_____
Superintendent

_____
Date

_____
Date

APPENDIX A - SALARY SCHEDULE

2024-2025~~2023-2024~~

DESCRIPTION	Step	Grade 9	Grade 8	Step	Grade 4	Grade 3
		Hourly Rates				
Grade 9						
Lead Cook II (MS & HS)	6	$26.23~~25.47~~	$23.87~~23.17~~	1	$21.06~~20.45~~	$19.02~~18.47~~
	7	$26.87~~26.09~~	$24.45~~23.74~~	2	$21.34~~20.72~~	$19.46~~18.89~~
Grade 8	8	$27.48~~26.68~~	$24.98~~24.25~~	3	$21.62~~20.99~~	$19.89~~19.31~~
Lead Cook I (Elementary)	9	$28.10~~27.28~~	$25.54~~24.80~~	4	$21.90~~21.26~~	$20.32~~19.73~~
	10	$28.69~~27.85~~	$26.10~~25.34~~	5	$22.18~~21.53~~	$20.75~~20.15~~
Grade 4	11	$29.32~~28.47~~	$26.66~~25.88~~	6	$22.45~~21.80~~	$21.19~~20.57~~
Cook*	12	$29.93~~29.06~~	$27.20~~26.41~~	7	$22.72~~22.06~~	$21.64~~21.01~~
	13-1	$30.55~~29.66~~	$27.76~~26.95~~			
Grade 3						
Cooks Assistant	Longevity					
	13-2	$30.55~~29.66~~	$27.76~~26.95~~			
	13-3	$30.55~~29.66~~	$27.76~~26.95~~			
	13-4	$31.58~~30.66~~	$28.79~~27.95~~			
	13-5	$31.58~~30.66~~	$28.79~~27.95~~			
	13-6	$31.58~~30.66~~	$28.79~~27.95~~			
	13-7	$31.58~~30.66~~	$28.79~~27.95~~			
	13-8	$31.58~~30.66~~	$28.79~~27.95~~			
	13-9	$32.61~~31.66~~	$29.82~~28.95~~			

*Grade 5: All employees in Grade 5 will be paid $23.21~~22.53~~ per hour.

2025-2026

DESCRIPTION	Step	Grade 9	Grade 8	Step	Grade 4	Grade 3
	Hourly Rates					
Grade 9						
Lead Cook II (MS & HS)	6	$27.02	$24.58	1	$21.69	$19.59
	7	$27.68	$25.19	2	$21.98	$20.04
Grade 8	8	$28.30	$25.73	3	$22.27	$20.49
Lead Cook I (Elementary)	9	$28.94	$26.31	4	$22.56	$20.93
	10	$29.55	$26.88	5	$22.85	$21.37
Grade 4	11	$30.20	$27.46	6	$23.12	$21.83
Cook*	12	$30.83	$28.02	7	$23.40	$22.29
	13-1	$31.47	$28.59			
Grade 3						
Cooks Assistant	Longevity					
	13-2	$31.47	$28.59			
	13-3	$31.47	$28.59			
	13-4	$32.53	$29.65			
	13-5	$32.53	$29.65			
	13-6	$32.53	$29.65			
	13-7	$32.53	$29.65			
	13-8	$32.53	$29.65			
	13-9	$33.59	$30.71			

*Grade 5: All employees in Grade 5 will be paid $23.91 per hour.

* The following cooks are grandfathered in at Grade 5 of the salary schedule:
Suzanne Loahr
Renee Niesen
Cynthia Pumphrey

~~Step Placement~~
~~For the 2023-2024 contract year employees in Grades 3 and 4 will be placed on the lowest step on the new salary schedule that gives them at least a 3% increase from their 2022-2023 wage. Employees in Grades 8 and 9 will be advanced one step, except for Korean Geiken, who will be advanced to Grade 8 Step 13-9.~~

APPENDIX B - MEMBER INFORMATION

2024-2025

Last Name	First Name	Job Description	Grade	Step	Rate
Bauer	Lori	Cook	4	21	21.3420.45
Becker	Tami	Cook	4	43	21.9020.99
Berry	April	Cook	4	21	21.3420.45
Beying	Juliann	Cook	4	21	21.3420.45
Bistodeau	Jessica	Cook Assistant	3	21	19.4618.47
Bohlken	Holly	Cook Assistant	3	54	20.7519.31
Brown	Judith	Cook Assistant	3	21	19.4618.47
Castillo	Lorrie	Cook Assistant	3	21	19.4618.47
Dammann	Becky	Cook Assistant	3	21	19.4618.47
Engstrom	Valerie	Lead Cook II - MS/HS	9	98	28.1026.68
Engstrom	Anna	Cook Assistant	3	21	19.4618.47
Gallett	Sarah	Cook Assistant	3	21	19.4618.47
Garcia	Roman	Cook Assistant	3	21	19.4618.47
Geiken	Korean	Lead Cook I - Elementary	8	13-913-9	29.8228.95
Hammer	Patricia	Cook	4	43	21.9020.99
Harris	Jessica	Cook	4	21	21.3420.45
Lipinski	Paula	Cook	4	21	21.3420.45
Loahr	Suzanne	Cook - Grandfathered	5	13-913-9	23.2122.53
Mailhot	Marlene	Cook Assistant	4	21	21.3418.47
Mamer	Kristina	Lead Cook II - MS/HS	9	13-112	30.5529.06
MonsonMonson	JessicaJessica	CookCook	44	11	21.0620.45
Neisen	Renee	Cook - Grandfathered	5	13-913-9	23.2122.53
Partington	Donna	Cook	4	21	21.3420.45
Peterson	Diane	Lead Cook I - Elementary	8	76	24.4523.17
Pignato	James	Cook Assistant	3	21	19.4618.47
Pugh	Melissa	Cook Assistant	3	21	19.4618.47
Pumphrey	Cynthia	Cook - Grandfathered	5	13-913-9	23.2122.53
Ramos	Veronica	Cook	4	21	21.3420.45
Rasmusson	Boonnada	Cook	4	21	21.3420.45
Roach	Charlene	Cook	4	21	21.3420.45
Shaffer	Abby	Cook	4	11	21.0620.45
Schaeffer	Tori	Cook	4	21	21.3420.45
Schweich	Christine	Cook	4	21	21.3420.45
Seeger	Michelle	Cook	4	21	21.3420.45
Sieben	Tammie	Lead Cook I - Elementary	8	1211	27.2025.88
Smith	Jennifer	Cook	4	21	21.3420.45
Torgerson	Alicia	Cook Assistant	3	21	19.4618.47
Trautmann	Holly	Cook	4	21	21.3420.45
Wood	Terri	Cook	4	21	21.3420.45
Wright	Elizabeth	Cook Assistant	4	21	21.3418.47

2025-2026

Last Name	First Name	Job Description	Grade	Step	Rate
Bauer	Lori	Cook	4	3	22.27
Becker	Tami	Cook	4	5	22.85
Berry	April	Cook	4	3	22.27
Beying	Juliann	Cook	4	3	22.27
Bistodeau	Jessica	Cook Assistant	3	3	20.49
Bohlken	Holly	Cook Assistant	3	4	20.93
Brown	Judith	Cook Assistant	3	3	20.49
Castillo	Lorrie	Cook Assistant	3	3	20.49
Dammann	Becky	Cook Assistant	3	3	20.49
Engstrom	Valerie	Lead Cook II - MS/HS	9	10	29.55
Engstrom	Anna	Cook Assistant	3	3	20.49
Gallett	Sarah	Cook Assistant	3	3	20.49
Garcia	Roman	Cook Assistant	3	3	20.49
Geiken	Korean	Lead Cook I - Elementary	8	13-9	30.71
Hammer	Patricia	Cook	4	5	22.85
Harris	Jessica	Cook	4	3	22.27
Lipinski	Paula	Cook	4	3	22.27
Loahr	Suzanne	Cook - Grandfathered	5	13-9	23.91
Mailhot	Marlene	Cook Assistant	4	3	22.27
Mamer	Kristina	Lead Cook II - MS/HS	9	13-2	31.47
Monson~~Monson~~	Jessica~~Jessica~~	Cook~~Cook~~	44	2	21.34
Neisen	Renee	Cook - Grandfathered	5	13-9	23.91
Partington	Donna	Cook	4	3	22.27
Peterson	Diane	Lead Cook I - Elementary	8	8	25.73
Pignato	James	Cook Assistant	3	3	20.49
Pugh	Melissa	Cook Assistant	3	3	20.49
Pumphrey	Cynthia	Cook - Grandfathered	5	13-9	23.91
Ramos	Veronica	Cook	4	3	22.27
Rasmusson	Boonnada	Cook	4	3	22.27
Roach	Charlene	Cook	4	3	22.27
Shaffer	Abby	Cook	4	2	21.34
Schaeffer	Tori	Cook	4	3	22.27
Schweich	Christine	Cook	4	3	22.27
Seeger	Michelle	Cook	4	3	22.27
Sieben	Tammie	Lead Cook I - Elementary	8	13-1	28.59
Smith	Jennifer	Cook	4	3	22.27
Torgerson	Alicia	Cook Assistant	3	3	20.49
Trautmann	Holly	Cook	4	3	22.27
Wood	Terri	Cook	4	3	22.27
Wright	Elizabeth	Cook Assistant	4	3	22.27

Note: Information as of 11.3.23

Last	First	Job Description Classification	23-24 Grade	23-24 Step	23-24 Rate
Bartz	Tara	Cook	4	1	20.45
Becker	Tami	Cook	4	3	20.99
Berry	April	Cook's Assistant	4	1	20.45
Beying	Juliann	Cook	4	1	20.45
Bohlken	Holly	Cook's Assistant	3	3	19.31
Brown	Judy	Cook's Assistant	3	1	18.47
Clark	Julie	Cook	4	1	20.45
Engstrom	Anna	Cook's Assistant	3	1	18.47
Engstrom	Valerie	Lead Cook II MS/HS	9	8	26.68
Gallett	Sarah	Cook's Assistant	3	1	18.47
Geiken	Korean	Lead Cook I-Elem.	8	13-9	28.95
Hammer	Patricia	Cook	4	3	20.99
Loahr	Suzanne	Cook-Grandfathered	4/5	13-9	22.53
Mailhut	Marlene	Cook's Assistant	3	1	18.47
Mamer	Kris	Lead Cook II MS/HS	9	12	29.06
Monson	Jessica	Cook	4	1	20.45
Neisen	Renee	Cook-Grandfathered	4/5	13-9	22.53
Partington	Donna	Cook	4	1	20.45
Peterson	Diane	Lead Cook I-Elem.	8	6	23.17
Potthoff	Laurie	Cook	4	1	20.45
Pugh	Melissa	Cook's Assistant	3	1	18.47
Pumphrey	Cynthia	Cook-Grandfathered	4/5	13-9	22.53
Ramos	Veronica	Cook	4	1	20.45
Rapp	Sara	Cook	4	1	20.45
Roach	Charlene	Cook	4	1	20.45
Schaeffer	Tori	Cook	4	1	20.45
Schweich	Christine	Cook	4	1	20.45
Seeger	Michelle	Cook	4	1	20.45
Sieben	Tammie	Lead Cook I-Elem.	8	11	25.88
Smith	Jennifer	Cook	4	1	20.45
Trautmann	Holly	Cook	4	1	20.45
Wright	Elizabeth	Cook's Assistant	3	1	18.47

APPENDIX C – EMPLOYEES GRANDFATHERED – FOR HOLIDAYS/DISCRETIONARY LEAVE

LAST	FIRST
Engstrom	Valerie
Geiken	Korean
Mamer	Kristina
Neisen	Renee
Loahr	Suzanne
Pumphrey	Cynthia
Sieben	Tammie

APPENDIX D - SEVERANCE RATE AND HEALTH CAPS

Classification	Last	First	Grade	Severance Yes/No	Max Hourly Rate Current Step 13	Retiree Health Yes/No	Max Monthly Single	Max Monthly Family
Cook	Loahr	Suzanne	4	Yes	$15.15	Yes	$255	$615
Cook	Engstrom	Valerie	4	Yes	$15.15	Yes	$255	$615
Cook	Mamer	Kristina	4	Yes	$15.15	Yes	$255	$615
Cook	Neisen	Renee	4	Yes	$15.15	Yes	$255	$615
Cook	Pumphrey	Cynthia	4	Yes	$15.15	Yes	$255	$615
Cook	Sieben	Tammie	4	Yes	$15.15	Yes	$255	$615
Cooks Assistant	Becker	Tami	3	Yes	$13.19	No	NA	NA
Cooks Assistant	Hammer	Patricia	3	Yes	$13.19	No	NA	NA
Cooks Assistant	Peterson	Diane	3	Yes	$13.19	No	NA	NA
Lead Cook I	Geiken	Korean	8	Yes	$21.38	Yes	$255	$615

MEMORANDUM OF AGREEMENT – FOOD SERVICE WORKING HOURS

This Memorandum of Understanding (MOU) is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the "District") and the Food Service Personnel – SEIU Local 284 (hereinafter referred to as the "Union").

WHEREAS, due to changes in legislation, effective with the start of the 2023-2024 school year, the District implemented universal free meals which, as anticipated, significantly increased the number of meals served each day; and

WHEREAS, the District has experienced difficulty in hiring sufficient staff to meet the staffing levels desired, with this change in program; and

WHEREAS, through mutual agreement, the District allowed staff to opt into increasing their hours for the 2023-2024 school year, i.e. cooks from 5.75 hours per day to 6.25 hours per day, and lead cooks working seven hours per day, to eight hours per day; and

WHEREAS, the District has determined it would be beneficial to extend the increased hours for one additional year, through the 2024-2025 school year.

NOW THEREFORE, it is mutually agreed by and between the parties, for the 2024-2025 school year only, as follows:

1. Employees in cook positions employed 5.75 hours per day, shall be increased to 6.25 hours per day; and

2. Lead cooks regularly scheduled to work seven hours per day will be increased to eight hours per day; and

3. Such increase shall be a requirement of all impacted positions, unless otherwise determined by the District; and

4. At the end of the 2024-2025 school year, employees' rights to hours per days will revert back to what they were regularly scheduled to work at the conclusion of the 2022-2023 school, if employed at that time; and

5. Effective with the start of the 2025-2026 school year, employees hired into cook positions and starting their employment during the 2023-2024 and 2024-2025 school years shall have job rights to 5.75 hours per day; grade eight lead cooks hired during the 2023-2024 and 2024-2025 school years shall have job rights to seven hours per day; and

6. This MOU will be effective for the 2024-2025 school year only, and shall sunset at the conclusion of the 2024-2025 school year.

SEIU LOCAL 284 – FOOD SERVICE PERSONNEL HASTINGS PUBLIC SCHOOLS - ISD 200

DATE: DATE:

BY: BY:

FOR THE DISTRICT

NOTE: THIS MOU IS ELIMINATED WITH THE ADDITION OF THE PREVIOUS MOU

MEMORANDUM OF AGREEMENT
Food Service Working Hours
August 21, 2023

This Memorandum of Understanding (MOU) is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the "School District") and the Food Service Personnel – SEIU Local 284 (hereinafter referred to as the Union").

WHEREAS, due to changes in legislation, effective with the start of the 2023-2024 school year, the District will be implementing universal free meals which the District anticipates will significantly increase the number of meals served each day; and

WHEREAS, the District is also working collaboratively with food service staff make improvements to the food service program, including such things as working with a chef to develop improved menu options, preparing meals from scratch, etc.; and

WHEREAS, the District has been unable to hire sufficient staff to meet the staffing levels desired, with this change in program.

NOW THEREFORE, it is mutually agreed by and between the parties, for the 2023-2024 school year only, as follows:

1. At the option of each individual, employees in cook positions employed 5.75 hours per day, shall be increased to 6.25 hours per day; and

2. At the option of each individual, lead cooks regularly scheduled to work seven hours per day will be increased to eight hours per day; and

3. At the end of the 2023-2024 school year, employees' rights to hours per days will revert back to what they were regularly scheduled to work at the conclusion of the 2022-2023 school, if employed at that time; and

4. Effective with the start of the 2024-2025 school year, employees hired into cook positions and starting their employment during the 2023-2024 school year shall have job rights to 5.75 hours per day; grade eight lead cooks hired during the 2023-2024 school year shall have job rights to seven hours per day; and

5. This MOU will be effective for the 2023-2024 school year only, and shall sunset at the conclusion of the 2023-2024 school year.

SEIU LOCAL 284 – FOOD SERVICE PERSONNEL

DATE: 8/23/23

BY: Jamie L Potthoff

HASTINGS PUBLIC SCHOOLS - ISD 200

DATE: 8.23.23

BY: _____

FOR THE DISTRICT

INDEPENDENT SCHOOL DISTRICT #200

Note: Final formatting and updated Table of Contents will be completed with final draft.

Master Agreement

2024~~2~~-2025~~3~~

2025~~3~~-2026~~4~~

~~Minnesota~~ Teamsters ~~Public and Law Enforcement Employee's Union~~ Local 320
Representing Community Education Paraprofessional Employees

TABLE OF CONTENTS

NOTE: THE TABLE OF CONTENTS WILL BE UPDATED WITH THE FINAL DRAFT

ARTICLE 1 - PURPOSE 1
ARTICLE 2 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE 1
Section 1 - Recognition 1
Section 2 - Appropriate Unit 1
Section 3 - Inclusion or Exclusion 1
ARTICLE 3 - DEFINITIONS 2
Section 1 - Union 2
Section 2 - Union Members 2
Section 3 - Employee 2
Section 4 - District 2
Section 5 - Superintendent 2
Section 6 - Work Year 2
Section 7 - Terms and Conditions of Employment 2
Section 8 - Other Terms 2
Section 9 - Seniority 2
Section 10 - Domestic Partner 3
ARTICLE 4 - EMPLOYER SECURITY 3
ARTICLE 5 - EMPLOYER AUTHORITY 3
Section 1 - Management Rights 3
Section 2 - District Obligation 3
Section 3 - Discretion of District 3
ARTICLE 6 - UNION SECURITY 3
Section 1 - Payroll Deduction 3
Section 2 - Union Dues 3
Section 3 - Union Steward 4
Section 4 - Bulletin Boards 4
Section 5 - Seniority List 4
Section 6 - Union Responsibility 4
ARTICLE 7 - RATES OF PAY 4
Section 1 - Positions and Wage Rates 4
Section 2 - Step Increase Status 4
Section 3 - Grade Level/Assignment Transition 4
Section 4 - Moving to a Lower Grade 5
Section 5 - Subbing or Requesting to Work at a Higher Grade 5
Section 6 - Subbing or Requesting to Work in a Lower Grade 5
Section 7 - Employment Hours Record 5
Section 8 - In-Service Training 5

ARTICLE 8 - EMPLOYMENT STATUS 5
Section 1 - Probationary Period 5
Section 2- Probationary Period - Change of Classification 5
Section 3 - Completion of Probationary Period 6
ARTICLE 9 - HOURS OF SERVICE 6
Section 1 - Basic Work Schedule 6
Section 2 - Lunch Breaks and Rest Periods 7
Section 3 - Preparation Time 7
ARTICLE 10 - SUSPENSION, DEMOTION, OR DISCHARGE 7
Section 1 - Just Cause 7
Section 2 - Form 7
Section 3 - Personnel File 7
Section 4 - Review of Personnel File 7
Section 5 - Grievances 7
ARTICLE 11 - JOB POSTINGS 7
Section 1 - Posting 7
ARTICLE 12 - LAYOFF AND RECALL 8
Section 1 - Reduction 8
Section 2 - Notice 8
Section 3 - Length of Recall 8
Section 4 - Recall 8
Section 5 - Reinstatement 8
ARTICLE 13 - OVERTIME 8
Section 1 - Overtime 8
Section 2 - Distribution of Overtime 8
Section 3 - Limitations 9
Section 4 - Calculation 9
ARTICLE 14 - RELEASE TIME 9
Section 1 - Early Release from Scheduled Hours 9
ARTICLE 15 - GRIEVANCE PROCEDURE 9
Section 1 - Definition of a Grievance 9
Section 2 - Union Representative 9
Section 3 - Processing of a Grievance 9
Section 4 - Procedure 9
Section 5 - Arbitrator’s Authority 10
Section 6 - Waiver 11
ARTICLE 16 - GROUP INSURANCES 11
Section 1 - Selection of Carrier 11
Section 2 - Coverage Under Multiple Bargaining Units 11
Section 3 - Combined Coverage 11

Section 4 - Spouse Contribution for Medical-Hospitalization Insurance 11
Section 5 - Spouse Coverage for Dental Insurance.....11
Section 6 - Eligibility.....11
Section 7 - Medical-Hospitalization Insurance.....12
Section 8 - Income Protection Long Term Disability Insurance 14
Section 9 - Dental Insurance 14
Section 10 - Life Insurance.....14
Section 11 - Claims Against the District.....14
Section 12 - Workers' Compensation 1415
ARTICLE 17 - LEAVE PROVISIONS.....15
Section 1 - Sick/ESST Leave.....15
Section 2 - Bereavement 16
Section 3 - Parental Leave 17
Section 4 - Jury Duty and Other Legal Commitments.....17
Section 5 - Unpaid Leaves of Absence.....17
Section 6 - Emergency Closings.....17
ARTICLE 18 – DISCRETIONARY LEAVE AND HOLIDAYS.....18
Section 1 - Discretionary Leave.....18
Section 2 - Holidays.....19
ARTICLE 19 - SEVERANCE.....20
Section 1 - Eligibility Payment 20
Section 2 - Group Insurance.....21
Section 3 - Matching Contribution Plan 403B 21
Section 4.....22
ARTICLE 20 - MISCELLANEOUS 22
Section 1 - Short Course Training 22
Section 2 - Pay Periods 22
Section 3 - Resignation.....22
Section 4 - Use of Personal Vehicles.....22
ARTICLE 21 - SAVINGS CLAUSE 23
ARTICLE 22 - DURATION 23
Section 1 - Term and Reopening Negotiations.....23
Section 2 - Effect 23
Section 3 - Finality 23
APPENDIX A.....25
APPENDIX B - Severance Rate & Health Caps.....27
MEMORANDUM OF UNDERSTANDING - SICK LEAVE BANK.....29
MEMORANDUM OF UNDERSTANDING - Membership Vote to Move to Union's Insurance Plan 32

ARTICLE ~~–~~ 1 - PURPOSE

Subd. 1 - This Agreement is entered into between Independent School District No. 200, Hastings, Minnesota (herein referred to as the "District"), and the ~~Minnesota~~ Teamsters ~~Public and Law Enforcement Employees' Union,~~ Local No. 320 (hereinafter referred to as the "Union"), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended (hereinafter referred to as the "P.E.L.R.A."), to provide the terms and conditions of employment for Community Education employees.

Subd. 2 - It is the intent and purpose of this Agreement to:

a. Assure sound and mutually beneficial working and economic relationships between the parties hereto;

b. Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and

c. Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2 - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1 - Recognition

In accordance with P.E.L.R.A., the District recognizes the Union as the exclusive representative for the Community Education Employee group.

Section 2 - Appropriate Unit

All employees in the above categories are members of the appropriate unit except the following:

a. Employees whose service in the above positions do not exceed the lesser of 10½ hours per week or 35% of the work week in the employee bargaining unit;
b. Employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year;
c. Emergency employees;
d. Supervisory employees; and
e. Essential employees.

Section 3 - Inclusion or Exclusion

In the event the District and the Union are unable to reach an agreement as to the inclusion or exclusion of a new or modified job position, the issue shall be submitted to the Bureau of Mediation Services for determination.

Section 4 - Notification of Bargaining Unit

Within the first 30 days after hire, a new hire will be afforded 30 minutes during the workday in which to meet with a representative from the Union, either the business agent or the Union steward, for an initial meeting to explain the role of the Union to the new member. The Human

Resources department will provide notice of newly hired bargaining unit employees in accordance with Minnesota Statute.

ARTICLE 3 - DEFINITIONS

Section 1 - Union

The Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

Section 2 - Union Members

A member of the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.

Section 3 - Employee

A member of the exclusively recognized bargaining unit.

Section 4 - District

Independent School District No. 200, Hastings, Minnesota.

Section 5 - Superintendent

Superintendent of Independent School District No. 200.

Section 6 - Work Year

The work year of the employees shall be determined based on the enrollments in the program(s), qualifications of the individuals and seniority rights. The District shall determine the work schedule and the number of regular employees based on program enrollments and funds available to operate said program(s).

Section 7 - Terms and Conditions of Employment

Terms and conditions of employment shall mean the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the District's personnel policies affecting the working conditions of the employees.

Section 8 - Other Terms

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

Section 9 - Seniority

Subd. 1 - Seniority shall be the length of service with the District. Seniority shall start effective with the initial date of regular employment, as approved by the School Board.

Subd. 2 - For purposes of layoff, application and recall, seniority shall be considered the length of service within the bargaining unit. In the event that an employee's hours no longer fulfill the requirement for placement on the Seniority List, the employee would not accumulate seniority

during that period of time. When the number of hours again fulfills the requirements 10.5 hours, the employee would resume accruing seniority. (Example: If the employee's hours do not meet the 10.5 hour requirement, the years of service remain where it is until the employee once again fulfills the 10.5 hour requirement at which point seniority starts to build again.)

Section 10 - Domestic Partner

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

ARTICLE 4 - EMPLOYER SECURITY

The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the District.

ARTICLE 5 - EMPLOYER AUTHORITY

Section 1 - Management Rights

The Union recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion or policy as the functions and programs of the District, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel, and that all management rights and management functions not expressly delegated in this Agreement are reserved to the District.

Section 2 - District Obligation

The Union recognizes the right and obligation of the District to efficiently manage and conduct the operation of the District within the legal limitations and with its primary obligation to provide educational opportunities for the students of the District.

Section 3 - Discretion of District

Any term and/or condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the District to modify, establish or eliminate.

ARTICLE 6 - UNION SECURITY

Section 1 - Payroll Deduction

The District shall deduct from the wages of employees who authorize such a deduction, in writing, an amount necessary to cover monthly Union dues. The District shall remit the collected dues to the Union monthly.

Section 2 - Union Dues

The District shall deduct from the wages of employees who authorize such deduction in writing,

an amount as established by the Union. Such money shall be remitted as directed by the Union.

Section 3 - Union Steward

The Union shall designate employees from the bargaining unit to act as steward and/or alternate and shall inform the District in writing of such choice and of any changes in the position of steward and/or alternate.

Section 4 - Bulletin Boards

The District shall make space available on employee bulletin boards for the posting of Union notices and/or announcements.

Section 5 - Seniority List

Subd 1 - The District will maintain two separate seniority lists, one for all School Aged Care staff, and a second for all other members of the bargaining unit. The District shall update and electronically distribute the seniority lists to each member of the bargaining unit on or before March 1 each year.

Subd. 2 - The seniority lists shall contain all employees in the bargaining unit who have completed the probationary period in Article 8, Section 1. Upon completion of the above probationary period, employees shall be added to the appropriate list effective retroactive to their initial employment date.

Subd. 3 - Each member will have 30 days to notify the District of any error in the list.

Subd. 4 - If any changes are made to the lists initially posted, a final revised list will be posted reflecting any changes by no later than April 15 each year.

Section 6 - Union Responsibility

The Union agrees to indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District under the provisions of this Article.

ARTICLE 7 - RATES OF PAY

Section 1 - Positions and Wage Rates

The positions and wages reflected in Appendix A incorporated herein and a part of this Agreement shall be in effect for the duration of said Agreement.

Section 2 - Step Increase Status

Employees shall be compensated pursuant to Appendix A. If the initial employment is after ~~January~~ March 1 ~~(Article 20, Section 4)~~ the employees shall not advance to the next step on the following July 1. Upon the expiration of the Agreement, a step is not automatic and is subject to renegotiations by the parties.

Section 3 - Grade Level/Assignment Transition

When an employee accepts a position at a higher grade level, they will be shadowed in to an hourly rate that is closest to their existing rate and then moved to a step that reflects at least a four percent increase above their current rate. This same system will be true for any employee moving from another bargaining unit accepting a position at a higher classification in this bargaining unit.

Section 4 - Moving to a Lower Grade

When an employee moves to a position with a lower grade level they will be placed at the same step on the new salary schedule in the appropriate classification.

Section 5 - Subbing or Requesting to Work at a Higher Grade

Employees regularly employed subbing at a higher grade will be paid at Step 1 of that grade or current rate + $2.75~~50~~ per hour.

Section 6 - Subbing or Requesting to Work in a Lower Grade

Employees regularly employed subbing at a lower grade will be paid at the same step of the lower grade.

Section 7 - Employment Hours Record

Employees shall punch in and out each day, using the District's time tracking system. Each week employees shall verify employment hours record which shall contain the following: regular hours worked, premium pay (overtime) hours worked, holidays, and leave days, if any.

Section 8 - In-Service Training

The District shall compensate all mandatory training and pay associated workshop fee(s).

ARTICLE 8 - EMPLOYMENT STATUS

Section 1 - Probationary Period

An employee under the provisions of this Agreement shall serve a probationary period of nine months of continuous service in the District during which time the District shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee, and during this probationary period, the employee shall have no recourse to the grievance procedure insofar as suspension, discharge or other discipline is concerned. However, a probationary employee shall have the right to bring a grievance of any other provisions of the contract alleged to have been violated.

Section 2- Probationary Period - Change of Classification

In addition to the initial probationary period, an employee promoted to a new classification shall serve a new probationary period of 90 calendar days in any such new classification. During this 90 day probationary period, if it is determined by the District that the employee's performance in the new classification does not meet the standards of the District, the District shall have the right to reassign the employee to his/her former classification and the employee shall have no recourse

to the grievance insofar as the transfer to the former classification is concerned.

Section 3 - Completion of Probationary Period

An employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause. An employee who has completed the probationary period and is suspended without pay, discharged or otherwise disciplined shall have access to the grievance procedure.

ARTICLE 9 - HOURS OF SERVICE

Section 1 - Basic Work Schedule

Subd. 1 - The basic work schedule for all employees shall be determined by the District and all employees will be assigned scheduled hours. Employees shall receive a minimum of ten working days' notice before a change of schedule and any non-school days and before the start of the school year, except in the case of an emergency.

Subd. 2 - Basic Work Year - All SAC Leads will be 12 month, year round employees. SAC employees are required to work, at a minimum, their school year scheduled weekly hours, during the summer months.

Subd. 3 - Basic Work Day - The basic work schedule for all Early Childhood Family Program Assistants shall be determined by the District on a semester basis. All employees will be assigned scheduled hours based on the enrollment needs and finances of the program.

Subd. 4 - Basic Work Schedule - The basic work schedule for all School Age Child Care staff, School Readiness staff and Early Childhood Screening staff shall be determined by the District at the beginning of the school year for the duration of the school year when school is in session. Schedules can be adjusted during the year to meet the enrollment needs and finances of the program.

Subd. 5 - Hours of Service - When it is necessary to add hours to a program, these hours shall be given to the most senior qualified employee in the program classification, providing these hours do not constitute overtime. If no senior qualified employee in the program classification applies for the added hours, senior qualified employees in other classifications may apply for and be assigned to the added hours.

Subd. 6 - Summer Employment - Summer positions will be posted and staff will bid or reject positions based on seniority in the program classification in which an employee is regularly employed. If no senior qualified employee in the program classification applies for an open summer position, senior qualified employees in other classifications may apply and be assigned to the posted positions.

Subd. 7 - Part time and temporary employees shall be the first to experience reduction in hours as determined by management needs.

Subd. 8 - Hours of Assignment and Guarantee - When assigning hours, the most senior employee is assigned hours first. Then the next most senior employee and on through the bargaining unit employees. Probationary employees will be the last bargaining unit employees to be assigned hours. Individuals working under the 10.5 hours will not receive any hours until

bargaining unit employees have received their hours.

Section 2 - Lunch Breaks and Rest Periods

Employees who work a minimum of six consecutive hours per day will be provided an unpaid duty-free lunch break of 30 minutes. An additional duty free 15 minute break will be provided each day for every consecutive four hour work period. Employees who work at least four, but less than six consecutive hours per day will receive one paid 15 minute rest break.

Section 3 - Preparation Time

School Age Child Care Lead - School Age Care Leads working eight hours per day shall be provided 90 minutes of preparation time per day. Preparation time will be pro-rated for those Leads working less than eight hours per day. Preparation time shall not be available on days where School Age Leads are attending a field trip.

ARTICLE 10 - SUSPENSION, DEMOTION, OR DISCHARGE

Section 1 - Just Cause

The District will suspend, demote or discharge any employee for just cause only.

Section 2 - Form

Suspensions, demotions and discharge will be in written form.

Section 3 - Personnel File

Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union shall receive a copy of such reprimands and/or notices. In the event of a written reprimand, the employee shall have the right to file a written response and such response, upon presentation to the District, shall be attached to the original reprimand and be a part of the employee's personnel file.

Section 4 - Review of Personnel File

Employees may examine their own individual personnel files at reasonable times under the direct supervision of the District.

Section 5 - Grievances

Grievances relating to this Article shall be initiated by the Union in Step 1 of the grievance procedure under Article 15.

ARTICLE 11 - JOB POSTINGS

Section 1 - Posting

Subd. 1 - All job openings will be posted for a minimum of five days. Postings will consist of notification to members via District email and will be available to view on the District website. Positions will be posted internally and externally at the same time, however, interviews will be conducted with selected internal applicants, prior to the consideration of external candidates.

Subd. 2 - The District shall have the ability to temporarily assign employees to posted openings pending final selection of any posted jobs.

ARTICLE 12 - LAYOFF AND RECALL

Section 1 - Reduction

In the event the District reduces the work force, such reduction shall be made in order of seniority within classification. The last employee hired shall be the first to be laid off within program classification. See seniority listing.

Section 2 - Notice

Employees to be laid off shall receive two weeks advance notice in writing.

Section 3 - Length of Recall

Employees on layoff shall retain the right to recall for a period of 12 months from the date of the employee's last date of employment.

Section 4 - Recall

Employees shall be recalled from layoff in order of seniority in his/her classification. The District shall, by certified letter to the employee's last known address, notify the employee to be recalled of such intent of availability of work. The employees shall have ten calendar days to notify the District, in writing, of their intent to return (from date of certified delivery). If the employee fails to return to work within such time period, such employee shall forfeit future recall rights.

Section 5 - Reinstatement

Employees recalled from layoff shall be reinstated at the same salary step and at the same benefit level held at the time of layoff.

ARTICLE 13 - OVERTIME

Section 1 - Overtime

Regular employees working in excess of 40 hours per week shall be compensated at one and one-half (1.5) times the employee's regular base pay rate for all hours worked in excess of 40 hours per week.

Section 2 - Distribution of Overtime

Overtime will be distributed as equally as practicable among bargaining unit employees by classification.

Section 3 - Limitations

For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

Section 4 - Calculation

Overtime worked shall all be calculated to the nearest 15 minutes.

ARTICLE 14 - RELEASE TIME

Section 1 - Early Release from Scheduled Hours

Employees who report to work but are sent home due to lack of student attendance or building emergency closing will be paid for a minimum of 60 minutes.

ARTICLE 15 - GRIEVANCE PROCEDURE

Section 1 - Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section 2 - Union Representative

The District will recognize representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the District, in writing, of the names of such Union representatives and of their successors when so designated as provided in Article 6, Section 3, of this Agreement.

Section 3 - Processing of a Grievance

It is recognized and accepted by the Union and the District that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the District during normal working hours provided that the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work of the District.

Section 4 - Procedure

Grievances, as defined in Section 1 hereof, shall be resolved in conformance with the following procedures:

Step 1
An employee claiming a violation concerning the interpretation or application of the Agreement shall, within 21 calendar days after such alleged violation has occurred, present such grievance to

the employee's supervisor as designated by the District. The District designated representative will discuss and give an answer to such Step 1 grievance within ten calendar days after receipt. A grievance not resolved in Step 1 and appealed in Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten calendar days after the District designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten calendar days shall be considered waived.

Step 2

If appealed, the written grievance shall be presented by the Union and discussed with the District designated Step 2 representative. The District designated representative shall give the Union the District's Step 2 answer in writing within ten calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten calendar days following the District designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten calendar days shall be considered waived.

Step 3

If appealed, the written grievance shall be presented by the Union and discussed with the District designed Step 3 representative. The District designated representative shall give the Union the District's answer in writing within ten calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten calendar days following the District designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten calendar days shall be considered waived.

Step 4

A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the P.E.L.R.A., as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

Section 5 - Arbitrator's Authority

Subd. 1 - Arbitrator's Responsibility - The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the District and the Union and shall have no authority to make a decision on any other issue not so submitted.

Subd. 2 - Arbitrator's Decision - The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 30 days following the close of the hearing unless the parties agree to an extension. The decision shall be binding on both the District and the Union and shall be based solely on the arbitrator's interpretation or application of express terms of this Agreement and to the facts of the grievances presented.

Subd. 3 - Arbitrator Fees and Expenses Distribution - The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the District and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the records. If both parties desire a verbatim record of the proceedings, the cost shall be

shared equally.

Section 6 - Waiver

If a grievance is not presented within the time limits set above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the District's last answer. If the District does not answer a grievance or an appeal thereof within the specific time limits, the Union may elect to treat the grievance as denied at the step immediately appealed the grievance to the next step. The time limit in each step may be extended by mutual written agreement to the District and the Union in each step.

ARTICLE 16 - GROUP INSURANCES

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

Section 1 - Selection of Carrier

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

Section 2 - Coverage Under Multiple Bargaining Units

If an employee works in more than one bargaining unit they can combine their hours to qualify for insurance.

Section 3 - Combined Coverage

Each employee may only be covered under one policy under each of the District's insurance plans, i.e. health and dental.

Section 4 - Spouse Contribution for Medical-Hospitalization Insurance

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

Section 5 - Spouse Coverage for Dental Insurance

When combining coverage for dental insurance, both employees shall be covered under one family dental plan.

Section 6 - Eligibility

The District shall make insurance contributions toward the premium for each employee who is regularly scheduled to work at least 850 hours per year, and is enrolled in the District's insurance plan(s). The contributions for medical-hospitalization shall be as defined in Section 7.

Section 7 - Medical-Hospitalization Insurance

Subd. 1 - The District shall provide a monthly contribution toward the premium for single or family insurance for employees who qualify for and are enrolled in the District's group medical-hospitalization plan. The amount provided by the District shall be as defined in Subd. 2 and 3, however, the amount shall not exceed the actual cost of the insurance premium:

Subd. 2 - Single Coverage

The contributions for 2024-2025 shall be:

Non-High Deductible Plan (Comp Basic)

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$1,016~~769~~
1417 to 1605	$864~~653~~
1228 to 1416	$762~~576~~
945 to 1227	$661~~500~~
850 to 944	$508~~384~~

High Deductible/VEBA Plan

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$887~~663~~
1417 to 1605	$764~~553~~
1228 to 1416	$662~~476~~
945 to 1227	$561~~400~~
850 to 944	$408~~284~~

The contributions for 2025-2026 shall be as follows; if the rates for single insurance for the 2025-2026 plan year exceed this rate, the maximum contribution will be adjusted to cover the full single premium and the percentages will be adjusted accordingly:

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$1,132
1417 to 1605	$962
1228 to 1416	$849
945 to 1227	$736
850 to 944	$566

High Deductible/VEBA Plan

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$976
1417 to 1605	$862
1228 to 1416	$749

945 to 1227	$636
850 to 944	$466

Subd. 3 - Family Coverage

The contributions for 2024-2025 shall be:

Non-High Deductible Plan (Comp Basic)

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$2,1611,614
1417 to 1605	$1,8371,372
1228 to 1416	$1,6211,210
945 to 1227	$1,4051,049
850 to 944	$1,081807

High Deductible/VEBA Plan

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$1,9611,414
1417 to 1605	$1,6371,172
1228 to 1416	$1,4211,010
945 to 1227	$1,205849
850 to 944	$881607

The contributions for 2025-2026 shall be:

Non-High Deductible Plan (Comp Basic)

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$2,585
1417 to 1605	$2,197
1228 to 1416	$1,939
945 to 1227	$1,680
850 to 944	$1,293

High Deductible/VEBA Plan

Hours Worked Per Year	Max Mo. District Contrib.
1606 to 1888	$2,385
1417 to 1605	$1,997
1228 to 1416	$1,739
945 to 1227	$1,480
850 to 944	$1,093

Subd. 4 - The cost of any premium that exceeds the District's monthly contribution shall be borne by the employee and paid by pre-tax payroll deduction.

~~Subd. 5 - For the 2023-2024 plan year (through June 30, 2024) an employee shall experience an increase in deduction for family coverage of no more than $15.00 per month.~~

Subd. 5~~6~~ - For employees participating in the single high deductible/VEBA insurance plan, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 2024~~2~~: $100 per month

Subd. 6~~7~~ - For employees participating in the family high deductible/VEBA insurance plan, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 2024~~2~~: $200 per month

Subd. 7~~8~~ - ~~Effective July 1, 2023, t~~The monthly VEBA contribution will be divided equally over the number of payrolls elected by the employee each year.

Section 8 - Income Protection Long Term Disability Insurance

The District shall contribute 100% of the cost of the monthly premium for the long-term disability plan in effect as of the date of this Agreement for all employees who qualify.

Section 9 - Dental Insurance

Subd. 1 - The District shall provide a monthly contribution toward the premium for dental insurance, including dependent coverage, for all employees who qualify for, and are enrolled in, the District's dental insurance plan. The amount provided shall be as follows, however, the amount shall not exceed the actual cost of the insurance:

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

Subd. 2 - The cost of the premium not contributed by the District shall be borne by the employee and paid by payroll deduction.

Section 10 - Life Insurance

The District shall provide a group term life insurance policy in the amount of $50,000 for all eligible employees.

Section 11 - Claims Against the District

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

Section 12 - Workers' Compensation

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

Subd. 2 - Deductions from Sick/ESST Leave to Supplement Worker Compensation - A deduction shall be made from the employee's available sick/ESST leave according to the pro-rata portion of days of sick/ESST leave time which is used to supplement Workers' Compensation.

Subd. 3 - Disability Sick Leave Payment - Such payment shall be paid by the District to the employee only during the period of disability.

Subd. 4 - Additional Compensation Shall Not Exceed Normal Compensation - In no event shall the additional compensation paid to the employee by virtue of sick/ESST leave pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5 - Employee Ineligibility - The parties agree that a regular employee of the District, as defined in this Agreement shall not be entitled to sick/ESST leave pay benefits under this Section if he/she is injured while in the employ of another employer nor shall there be an accrual of such during the period of convalescence from that injury.

ARTICLE 17 - LEAVE PROVISIONS

Section 1 - Sick/ESST Leave

Subd. 1~~5~~ ~~–~~ Sick/ESST Leave Accrual ~~–~~ Sick/ESST leave will be granted at a rate of nine days per year, pro- rated to the estimated number of hours worked per day.

Subd. 2~~1~~ ~~–~~ Sick/ESST leave with pay shall be allowed by the District whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.

Subd. 3~~2~~ - The District may require an employee to furnish a medical certificate from qualified physician as evidence of illness, in accordance with Minnesota Statute and ESST laws, indicating such absence was due to illness or injury, in order to qualify for sick/ESST leave pay. In the event that a medical certificate will be required, the employee will be so advised.

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

Subd. 5~~4~~ ~~–~~ Sick/ESST leave does not apply to situations related to daycare issues, or lack of childcare.

~~Subd. 5 - Sick Leave Accrual - Sick leave will be granted at a rate of nine days per year, pro-rated to the estimated number of hours worked per day.~~

Subd. 6 - For purposes of this contract the following CE Para employees will be grandfathered in at their pro-rated hours/day based on the formula of 1,520 hours per year.

Subd. 7 - When an employee has accumulated 150 pro-rated days of sick/ESST leave, the employee will be paid up to five pro-rated days beyond the 150 days at a rate of $16.50 per hour. These days will be paid in a supplemental payroll at the end of July.

Subd. 8 – Sick/ESST Leave Deduction – Sick/ESST leave will be deducted from their annual sick/ESST leave hours earned by the employee.

Subd. 9 – Sick/ESST Leave Pay – Sick/ESST leave pay shall be approved only upon submission of a signed request upon the authorized sick leave pay request form available at the office.

Subd. 10 - Adequate Notice - Employees are required to give adequate notice to their supervisor when sick/ESST leave is to be taken to allow time to obtain replacements.

Subd. 11 - Notification of Accumulated Sick/ESST Days - By October 15 of each school year, employees shall be notified as to the number of sick/ESST leave days/hours accumulated. This information will be provided on their payroll checks and also is available on the website.

Subd. 12 - Summer Sick/ESST Leave Provision - Summer sick/ESST leave will be allowed whenever the employee's absence is due to illness, surgery or a medical condition which prevented his/her performance of assigned duties.

Subd. 13 - Sick Leave Bank - A sick leave bank shall be available in accordance with the terms of the Sick Leave Bank MOU at the end of this Agreement.

Section 2 - Bereavement

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

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

Subd. 3 - Such leave shall be available to employees regularly scheduled to work during the summer months.

~~**Section 3 - Essential Leave**~~

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

Section 34 - Parental Leave

Subd. 1 - In the event of pregnancy, the Community Education employee shall notify the Superintendent of Schools not later than the fourth month of pregnancy of the expected date of delivery. The employee must also submit a physician's statement indicating the estimated date of delivery. A leave of absence of not more than 12 months may be granted upon written request.

Subd. 2 - Written Request - Employees requesting a parental leave must request such leave in writing which shall be accompanied by a physician's statement indicating the employee is unable to perform his/her assigned duties and responsibilities without injury or illness.

Subd. 3 - Effective Date of Leave, Duration and Return - The effective date of the leave, its duration and the approximate date of return to employment shall be determined by the Superintendent based upon the employee's medical statement and the needs of the District's program.

Subd. 4 - Leave Without Pay or Fringe Benefits - Parental leave is a leave without pay or fringe benefits. An employee may continue fringe benefits, if eligible, assuming the full cost of said benefits.

Subd. 5 - Adoption Leave - Adoption leave shall be granted upon the request of an employee pursuant to the applicable provisions of the parental leave as defined in this Section.

Section 45 - Jury Duty and Other Legal Commitments

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

Section 56 - Unpaid Leaves of Absence

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

Section 67 - Emergency Closings

Subd. 1 - In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but were directed not to report, will be paid. If staff are directed to report, see the District's Provisions for the Closing of Schools, on the District webpage under Staff Forms.

Subd. 2 - SAC Staff Report - SAC staff who are asked to report to work on a day when other staff are directed not to report due to weather or other emergency, will be paid double time for the time they are required to work.

Subd. 3 - If it is determined due to enrollment not all staff are needed on a cold/snow day, employees will be asked in seniority order if they wish to work on these days. If there is a need to force an employee due to employees declining to work, that will happen based on inverse

seniority.

ARTICLE 18 - DISCRETIONARY LEAVE AND HOLIDAYS~~VACATION ALLOWANCE~~

Section 1 - ~~Vacation Allowance~~Discretionary Leave

~~Subd. 1 - Membership Qualification - The following provisions for paid vacation days shall apply to all employees covered by this bargaining agreement.~~

Subd. ~~1~~2 ~~-~~– Employees hired on or after July 1, 2008, or who did not receive vacation prior to that date, shall receive four days of discretionary leave.~~Two days of vacation pay will be granted to all employees hired after July 1, 2008, or who did not previously receive vacation.~~

Subd. ~~2~~3 ~~—~~ Employees hired prior to July 1, 2008, working less than 1472 hours per year, shall be granted six days of discretionary leave.~~Four days of vacation shall be granted to all employees hired prior to July 1, 2008, working less than 1472 hours per year.~~

Subd. ~~3~~4 - ~~Five days of vacation shall be granted to all e~~Employees working 1472 hours per year or more shall be granted seven days of discretionary leave.

Subd. ~~4~~5 - ~~Ten~~ Twelve days of ~~vacation~~ discretionary leave shall be granted to all employees working 12 months per year ~~but less than eight hours per day~~.

Subd. ~~5~~6 - ~~Vacation~~ Discretionary leave accrual shall occur on July 1 each year and/or be available to the employee beginning on the first day of work each fiscal year.

Subd. ~~6~~7 - Employees beginning employment after the start of the year shall earn a pro-rata amount of ~~vacation~~discretionary leave.

Subd. ~~7~~8 - Payment for discretionary leave ~~vacation~~ shall be based on~~at~~ the employee's regularly scheduled base hours per day.

Subd. ~~8~~9 - An employee may carry over a maximum of one year's accrual, or five days, whichever is less.

Subd. ~~9~~10 - ~~Vacation time~~ Discretionary leave must be approved at least five working days in advance ~~scheduled at least two calendar weeks in advance~~ with the administrator in charge.

~~Subd. 11 - An employee cannot borrow vacation time from the next year.~~

Subd. 10~~2~~ - Upon termination, the employee's last pay check will be adjusted for any ~~vacation~~ discretionary leave used in excess of what has been earned.

~~Subd. 13 - If an employee fails to complete the probationary period in the District, he/she shall not be entitled to any vacation pay.~~

Subd. 11~~4~~ - The following individuals are grandfathered at ~~five~~ seven discretionary leave~~vacation~~

days per year based on their regularly scheduled average hours per day:

Norma Hodorff
Cynthia Forrey

Subd. 125 - In the event that a member's immediate family dies or becomes hospitalized with a serious illness or injury, while an employee is on ~~vacation~~discretionary leave, the employee's leave will be changed to the appropriate leave type with the approval of the Director of Human Resources.

Subd. 136 - ~~Resignation -~~ An employee shall be eligible to receive payment for up to five unused earned discretionary leave days upon separation from the District, at their regular hourly rate of pay.~~employee who has completed the probationary period and has acquired regular employment status, as defined in Article 8, Section 3, shall be entitled to receive the pro-rata pay for unused vacation time, provided such employee gives the District at least two weeks' advance written notice of his/her resignation. (Reference Article 20, Section 3 - Resignation)~~

Section 2 - Holidays

Subd. 1 - Holidays Specified - The following provisions for paid holidays shall apply to all persons who are regularly employed and who qualify for membership in the bargaining unit (Article 2 - Recognition of Exclusive Representative). Holiday pay shall be at the employee's regularly scheduled base hours per day.

Subd. 2 - Staff hired after on or after July 1, 2008 and regularly scheduled to work less than 1472 hours per year shall receive the following holidays:

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

Subd. 3 - Employees hired prior to July 1, 2008, and regularly scheduled less than 1472 hours per year shall be eligible for the following paid holidays, in addition to those listed in Subd. 2:

Labor Day
Christmas Eve

Subd. 4 - Employees regularly scheduled at least 1472 hours per year shall be eligible for the following paid holidays, in addition to those listed in Subd. 2:

Labor Day
Christmas Eve
New Years' Eve
Juneteenth (if it falls within an employee's regularly scheduled work year)
~~Easter Monday (if school is not in session)~~

Subd. 5 - Grandfather Clause - The following individuals are grandfathered at 10 holidays/year as provided below:

Norma Hodorff

Cynthia Forrey

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

Subd. 6 - Authority to Reschedule Holidays - If school is in session during a designated holiday (e.g., President's Day, Good Friday, etc.), the District reserves the right to reschedule any of the above holidays.

Subd. 7 - Pro-rate Holiday - Employees working less than the full year shall receive holidays on a pro-rata basis.

ARTICLE 19 - SEVERANCE

Section 1 - Eligibility Payment

Subd. 1 - District 200 Community Education Paraprofessional Employees hired prior to July 1, 2008, who are regularly employed who qualify for membership in this bargaining unit and who have completed at least 12 years of service with the District, and who are at least 55 years of age, shall be eligible to receive the amount obtained by multiplying 75 percent of the employee's unused number of sick/ESST leave hours, but in any event, not to exceed 60 pro-rated days' to hours.

Subd. 2 - In addition, District 200 Community Education Paraprofessional Employees who have been regularly employed shall be eligible for one pro-rated day multiplied by the number of years of service not to exceed 25 pro-rated days based on their FTE entitlement converted to hours.

Subd. 3 - The number of hours to be paid will be based upon the average number of hours worked per day during the last year of employment and the preceding four years.

Subd. 4 - Daily Rate - Severance is capped at the maximum hourly rate for each grade according to the salary schedule for the 2008-09 school year. Following are the grade and hourly rates for 2008-2009:

Grade 8: $21.38
Grade 6: $17.41
Grade 4: $14.44

Hours per day and rate of pay will be based on a five year average. Example:

- SAC Asst., 3 years at Grade 4, current rate or cap
- SAC Lead, 2 years at Grade 8, current rate or cap

The average rate of pay would be used to calculate severance. (Appendix B)

Subd. 5 - If the employee's current hourly rate is less than the capped amount, then that hourly

rate will be used for severance purposes. If the employee's current hourly rate is more than the capped amount, the 2008-09 rate will be used for severance purposes. (Appendix B)

Subd. 6 - Payment - Severance pay shall be paid by the District in equal annual installments over a time period not to exceed two years from the effective date of retirement. The first severance payment shall be paid on the first pay period in January, following the year in which the resignation/retirement takes place. Payment of severance shall not be granted to an employee who is discharged for cause by the District.

Section 2 - Group Insurance

Subd. 1 - This Section applies to all employees hired prior to July 1, 2008 who currently qualify for retiree health. An employee who retires pursuant to this Article will be eligible to continue participation in the District's group medical-hospitalization insurance plan, if permitted by the term of the policy with the insurance carrier. The District will contribute $225 a month towards single and $350 a month towards family insurance, until the employee reaches the age of 65 years old or the expiration of eight years, whichever occurs first. (Appendix B – Severance Rate and Health Cap)

Subd. 2 - It is the responsibility of the employee to make arrangements with the business officer to pay to the District the monthly premiums in advance and on such date as determined by the District. The employee's right to continue participation in such group insurance will discontinue upon the employee reaching Medicare eligibility.

Subd. 3 - To be eligible for participation in the District medical-hospitalization program under this Section, the employee must be enrolled in the program and have continuous participation from the last date of regular employment. Any interruption in membership in the program causes the employee to be ineligible for any participation.

Section 3 - Matching Contribution Plan 403B

Subd. 1 - Beginning July 1, 2008, employees who are hired after June 30, 2008, who are regularly employed with the District shall be eligible to participate in a 403B matching contribution plan pursuant to MS 356.24.

Subd. 2 - Beginning July 1, 2008, employees who were hired prior to July 1, 2008 who are regularly employed with the District shall be eligible and may choose to participate in a 403B matching contribution plan pursuant to MS 356.24. If choosing to participate the employee would be forfeiting all rights to severance and retiree health under Section 1 of this Article.

Subd. 3 - Contributions - The District will match eligible employee contributions at the beginning of the year of service stated below. Budgeted annual amounts will determine the maximum that can be set up each year.

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

Subd. 4 - Determination of years is based on hire date before or after 1/1. The maximum annual

match is capped at $2,500. The maximum lifetime match is capped at $35,000.

Subd. 5 - An ISD#200 salary reduction authorization agreement stating "Matching Contribution" must be received by the District office on August 1 preceding the school year during which the employee wishes to participate.

Section 4

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

ARTICLE 20 - MISCELLANEOUS

Section 1 - Short Course Training

The District will reimburse employees the tuition costs of authorized and approved short course training. Training programs and courses must be approved by the Community Education Director or his/her appropriate supervising program coordinator, prior to taking the course. The Community Education Director or his/her appropriate supervising program coordinator will provide prior approval forms.

Section 2 - Pay Periods

All Community Education employees as defined in this contract will be paid on the 5th and the 20th of each month.

Section 3 - Resignation

The resignation shall be turned in at least two weeks in advance of leaving. Employees shall write a letter of resignation to the Superintendent (copy to the administrator in charge) stating reason for leaving. The Superintendent then presents the resignation to the School Board at their next regular meeting for acceptance. If a resignation occurs before taking all earned vacation for the current year, the employee is eligible to receive vacation pay, pro-rated to his/her pre-determined work schedule and vacation pay entitlement.

~~**Section 4 - New Hires**~~

~~Subd. 1 - Notification of Bargaining Unit - The Human Resources Department will notify the designated member of the unit of new hires.~~

~~Subd. 2 - Mid-Year Hiring-Step Advancement - If an employee is hired between July 1 and January 1 said employee shall advance one step on the salary schedule the following year.~~

~~Subd. 3 - If an employee is hired on or after January 1 of a school year, the employee shall remain on the same step throughout the succeeding year of the contract (e.g., 18 months). Thereafter, the employee would advance one step per year.~~

Section ~~4~~5 - Use of Personal Vehicles

Community Education Paraprofessionals who are required to use their personal vehicles for authorized school business will be reimbursed at the prevailing IRS mileage rate. The District will notify all employees of the prevailing rate.

~~**Section 6 - New Hire Union Meeting**~~

~~Upon hire, new members to the Union will be afforded 15 minutes during the workday in which to meet with a representative from the local, either the business agent or the Union steward, for an initial meeting to explain the role of the Union to the new member.~~

ARTICLE 21 - SAVINGS CLAUSE

This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time limits provided, such provisions shall be voided. All other provisions of the Agreement shall continue in full force and effect. The voided provision shall be renegotiated at the written request of either party.

ARTICLE 22 - DURATION

Section 1 - Term and Reopening Negotiations

This Agreement shall remain in full force and effect for a period commencing July 1, 2024~~2~~, through June 30, 2026~~4~~. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement. Except as otherwise provided in this Agreement, changes in rates of pay or other increased benefits provided herein for the 2024~~2~~-2026~~4~~ school years shall be effective July 1, 2024~~2~~. In the event a new Agreement is not in effect on July 1, 2026~~4~~, all compensation and working conditions remain in effect as provided in P.E.L.R.A.

Section 2 - Effect

This Agreement constitutes the full and complete Agreement between the District and the exclusive representative. The provisions herein relating to terms and conditions of employment supersede any and all prior Agreements, resolutions, practices, District policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

Section 3 - Finality

Any matters relating to the current contract term, whether or not referred to in this Agreement, shall not be open for renegotiation during the term of this Agreement, except by mutual agreement.

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

HASTINGS PUBLIC SCHOOLS INDEPENDENT SCHOOL DISTRICT #200	TEAMSTERS LOCAL #320 REPRESENTING COMMUNITY ED EMPLOYEES

DATE: _____ DATE: _____

BY: _____ BY: _____

FOR THE DISTRICT UNION PRESIDENT

APPENDIX A

School Age Care Program Lead

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2024-2025	$21.14	$21.50	$21.86	$22.22	$22.58	$22.94	$23.31
2025-2026	$21.77	$22.15	$22.52	$22.89	$23.26	$23.63	$24.01

Early Childhood Program Assistant

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2024-2025	$19.05	$19.51	$19.97	$20.43	$20.89	$21.35	$21.80
2025-2026	$19.62	$20.10	$20.57	$21.04	$21.52	$21.99	$22.45

School Age Care Assistant

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2024-2025	$18.25	$18.66	$19.07	$19.48	$19.89	$20.30	$20.68
2025-2026	$18.80	$19.22	$19.64	$20.06	$20.49	$20.91	$21.30

Footnote: The following individuals shall be grandfathered at a 3% annual increase; pay rates shall be as follows:

	2024-2025	2025-2026
Cynthia Forrey	$25.62	$26.38
Norma Hodorff	$21.16	$21.79
Karen Lofgrent	$24.94	$25.68
Teresa Schappa	$22.08	$22.75

~~2022-2023~~

~~DESCRIPTION~~	~~Step~~	~~Grade 8~~	~~Grade 7~~	~~Grade 6~~	~~Grade 4~~
	~~Hourly Rates~~				
~~Grade 8~~					
~~School Age Care Program Lead (Grandfathered)~~	~~6~~	~~$23.17~~	~~$21.12~~	~~$19.40~~	~~$16.37~~
	~~7~~	~~$23.74~~	~~$21.59~~	~~$19.81~~	~~$16.67~~
~~Grade 7~~	~~8~~	~~$24.25~~	~~$22.03~~	~~$20.22~~	~~$17.00~~
~~School Age Care Program Lead~~	~~9~~	~~$24.80~~	~~$22.46~~	~~$20.59~~	~~$17.32~~
~~(ECFE, School Readiness and Early Childhood Screening)~~	~~10~~	~~$25.34~~	~~$22.93~~	~~$21.02~~	~~$17.67~~
~~Grade 6~~	~~11~~	~~$25.88~~	~~$23.36~~	~~$21.42~~	~~$17.98~~
~~Early Childhood Programs~~	~~12~~	~~$26.41~~	~~$23.82~~	~~$21.82~~	~~$18.33~~
	~~13~~	~~$26.95~~	~~$24.26~~	~~$22.42~~	~~$18.67~~
~~Grade 4~~	~~16~~	~~$27.95~~	~~$25.26~~	~~$23.42~~	~~$19.42~~

School Age Care Program Assistants	21	$28.95	$26.26	$24.42	$20.17

Retention payment: For 2022-2023, all 12 month staff hired on or before June 30, 2022 will receive a one-time payment of $1,000 paid out the first payroll in December 2022. All less than 12 month staff hired on or before June 30, 2022 will receive a one-time payment of $600 paid out the first payroll in December 2022.

2023-2024

DESCRIPTION	Step	Grade 8	Grade 7	Grade 6	Grade 4
		Hourly Rates			
Grade 8					
School Age Care Program Lead (Grandfathered)	6	$23.63	$21.54	$19.79	$16.70
	7	$24.21	$22.02	$20.21	$17.00
Grade 7	8	$24.74	$22.47	$20.62	$17.34
School Age Care Program Lead	9	$25.30	$22.91	$21.00	$17.67
	10	$25.85	$23.39	$21.44	$18.02
Grade 6	11	$26.40	$23.83	$21.85	$18.34
Early Childhood Programs	12	$26.94	$24.30	$22.26	$18.70
(ECFE, School Readiness and Early Childhood Screening)	13	$27.49	$24.75	$22.87	$19.04
Grade 4	16	$28.49	$25.75	$23.87	$19.79
School Age Care Program Assistants	21	$29.49	$26.75	$24.87	$20.54

Retention payment: For 2023-2024, all 12 month staff hired on or before June 30, 2022 will receive a one-time payment of $1,000 paid out the first payroll in December 2023. All less than 12 month staff hired on or before June 30, 2022 will receive a one-time payment of $600 paid out the first payroll in December 2023.

APPENDIX B - Severance Rate & Health Caps

Union	F	Classification	Last	First	Grade	Severance Yes/No	Max Hourly Rate Current Step 13	Retiree Health Yes/No	Max Monthly Single	Max Monthly Family
CEPARA	4	Early Childhood Prog Asst	Forrey	Cindy	6	Yes	$17.41	Yes	$225	$350
CEPARA	4	SAC Program Asst.	Hodorff	Norma	4	Yes	$14.44	Yes	$225	$350
Total										

MEMORANDUM OF UNDERSTANDING – Additional Days of Vacation for SAC Program Leads

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

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

1. The parties have entered into a collective bargaining agreement covering the period from July 1, 2022, through June 30, 2024.

2. A School Age Care Program Lead (SAC) who works 12 months out of the year and has been employed as SAC Lead for a minimum of five years will have access to 15 days of vacation.

3. Vacation time allocation will follow the current process outlined by the District and the collective bargaining agreement.

4. The terms of this MOU shall not establish a precedent, nor shall this MOU be used to seek or justify similar terms in any subsequent situation.

5. The MOU will be sunset on June 30, 2024.

DISTRICT	UNION
DATE: _____	DATE: _____
BY: _____	BY: _____
FOR THE DISTRICT	UNION PRESIDENT

MEMORANDUM OF UNDERSTANDING - SICK LEAVE BANK

This Memorandum of Understanding is entered into between Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the "District") the ~~Minnesota~~ Teamsters ~~Public and Law Enforcement Employees' Union,~~ Local No. 320, (hereinafter referred to as the "Union").

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

WHEREAS, during the period of this MOU, Article 17~~XVII~~, Section ~~17.1~~1, Subd. 13~~7~~ Sick Leave Bank, of the Master Agreement shall be suspended and the terms of the Sick Leave Bank provided in this MOU will apply.

NOW THEREFORE, it is mutually agreed by and between the undersigned parties that the terms of the Sick Leave Bank shall go into effect upon the ratification of the 2024~~2~~-2026~~4~~ Master Agreement and continue until the ratification of the 2026~~4~~-2028~~6~~ Master Agreement, with the following terms:

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

3. Qualification
    a. To qualify for the Sick Leave Bank, the employee must have exhausted their personal sick leave accrual, and other paid leave available to them (i.e. essential leave, vacation, etc.), and
    b. To qualify as a catastrophic accident or illness, for the purpose of this Sick Leave Bank, the employee must:

i. Need leave to meet the waiting period for Long Term Disability; or
ii. Need leave to cover an extended period of absence resulting from an accident with major injury and/or a serious health condition, as defined under the FMLA; or
iii. Need leave to cover intermittent absences resulting from an ongoing, recurring illness/serious health condition, as defined under the FMLA; or
iv. Be required to provide care for the serious health condition (as defined under the FMLA) of a spouse, child, or parent, whether for an extended period of time or on a recurring basis; and

c. Written verification by the attending physician is required.

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

5. Exclusions
   a. With the exception of FMLA or medical leave, employees on leave are not eligible to access the Sick Leave Bank.
   b. An employee who is collecting benefits from Long Term Disability or Workers Compensation will not be eligible.
   c. An employee who is absent for treatment and/or surgery that is considered elective in nature will not be eligible.

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

7. Administration
   a. A member must apply for benefits under the Sick Leave Bank by submitting a written request to the Human Resources Department. Such request must be submitted and approved prior to the use of the leave.
   b. The Sick Leave Bank will be administered by the Human Resources Department
      i. If, in reviewing eligibility, it is determined that a request does not qualify, Human Resources will review the request with the Union President, prior to denial. If there is not mutual agreement, the matter will be referred to the Superintendent for a final determination.
      ii. Eligibility decisions related to the qualification for use of days from the Sick Leave Bank are not subject to the grievance procedures.

DISTRICT	UNION
DATE: _____	DATE: _____
BY: _____	BY: _____
FOR THE DISTRICT	UNION PRESIDENT

MEMORANDUM OF UNDERSTANDING - Membership Vote to Move to Union's Insurance Plan

This Memorandum of Understanding ("MOU") is entered into between Independent School District No. 200, Hastings, MN ("District") and Teamsters Local 320 ("Union"), collectively referred to as the "Parties".

WHEREAS, the District and the Union are parties to a Collective Bargaining Agreement ("CBA") governing the terms and conditions of employment for Community Education Paraprofessionals employed with the District for the period July 1, 2024 through June 30, 2026; and

WHEREAS, Article 16 of the CBA governs Group Health Insurance, including the District's premium contribution to the District-selected group health insurance plans under Article 16, Section 7; and

WHEREAS, the Union has communicated a desire to determine if the Community Education Paraprofessionals covered by the CBA want to participate in the Union's health plan through the Teamsters' Health and Welfare Fund ("Union Plan"); and

WHEREAS, the Union plans to take a vote of the Community Education Paraprofessionals' bargaining unit on whether the unit wants to participate in the Union Plan, rather than the District-provided group health insurance plan.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. In the event the Union provides the District written notice on or before January 1, 2025 that the Community Education Paraprofessionals' bargaining unit has voted to move from the District's group health insurance plan to the Union Plan, the Parties will engage in negotiation regarding the amount of District contribution to the Union Plan and other necessary revisions to Article 16, Section 7 of the CBA within 30 days of the District receiving the notice.

2. The Parties will negotiate in good faith following the notification in Paragraph No. 1. If an agreement is not reached by the Parties by April 1, 2025, regarding the District's contribution to the Union Plan and any other language proposals to Article 16 of the CBA, the District's current District-selected group health insurance plan and all provisions of Article 16 shall remain in force and effect.

3. This MOU shall expire on April 1, 2025 or the date the Parties reach agreement on modifications to Article 16, whichever occurs first. It does not establish a past practice or precedent, nor does it apply to any provision of the CBA, other than possible reopening and engaging in negotiation regarding the language in Article 16, including the amount of District contribution under Section 7 to the Union Plan. If the Parties do not reach agreement by April 1, the Parties will have no further obligations under this MOU.

DISTRICT	UNION
DATE:	DATE:
BY:	BY:
FOR THE DISTRICT	UNION REPRESENTATIVE

School Breakfast/Lunch/Milk Prices for 2024-2025 School Year

		Current 23-24	Proposed 24-25	Increase
K-4 Sites	Lunch	**$0.00**	**$0.00**	$0.00
5-8 Site	Lunch	**$0.00**	**$0.00**	$0.00
9-12 Site	Lunch	**$0.00**	**$0.00**	$0.00
Reduced	Lunch	**$0.00**	**$0.00**	$0.00
Adult	Lunch	**$4.95**	**$5.50**	$0.55
K-Sites	Breakfast	**$0.00**	**$0.00**	$0.00
1-4 Sites	Breakfast	**$0.00**	**$0.00**	$0.00
5-8 Site	Breakfast	**$0.00**	**$0.00**	$0.00
9-12 Site	Breakfast	**$0.00**	**$0.00**	$0.00
Reduced	Breakfast	**$0.00**	**$0.00**	$0.00
Adult	Breakfast	**$2.25**	**$3.00**	$0.75
All Sites	Milk	$0.50	**$0.50**	$0.00

Adults 24-25 required price

Lunch	$5.00
Breakfast	$2.40

507 CORPORAL PUNISHMENT AND PRONE RESTRAINT

I. PURPOSE

The purpose of this policy is to describe limitations on use of corporal punishment and prone restraint of a student.

II. GENERAL STATEMENT OF POLICY

No employee or agent of the school district shall inflict corporal punishment or use prone restraint upon a student except as provided below.

III. DEFINITIONS

A. "Corporal Punishment" means conduct involving:

1. hitting or spanking a person with or without an object; or
2. unreasonable physical force that causes bodily harm or substantial emotional harm.

B. "Employee or agent of the district" does not include a school resource officer as defined in Minnesota Statutes, section 626.8482, subdivision 1, paragraph (c).

C. "Prone restraint" means placing a child in a face-down position.

IV. PROHIBITIONS

A. An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.

B. An employee or agent of the school district shall not use prone restraint.

~~An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not use prone or compressive restraint except that the restrictions on prone and compressive restraints do not apply under the circumstances enumerated in Minnesota Statutes, section 609.06, subdivision 1(1). All peace officers, including those who are school resource officers or otherwise agents of a school district, may use force as reasonably necessary to carry out official duties, including, but not limited to, making arrests and enforcing orders of the court.~~

C. An employee or agent of a district, ~~including a school resource officer, security~~

~~personnel, or police officer contracted with a district,~~ shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso. Except that the restrictions on prone and compressive restraints do not apply under the circumstances enumerated in Minnesota Statutes, section 609.06, subdivision 1(1). All peace officers, including those who are school resource officers ~~or otherwise agents of a school district,~~ may use force as reasonably necessary to carry out official duties, including, but not limited to, making arrests and enforcing orders of the court.

D. Conduct that violates this Article is not a crime under Minnesota Statutes, section 645.241, but may be a crime under Minnesota Statutes, chapter 609 if the conduct violates a provision of Minnesota Statutes, chapter 609. Conduct that violates IV.A above is not per se corporal punishment under the statute. Nothing in this Minnesota Statutes, section 121A.58 or 125A.0941 precludes the use of reasonable force under Minnesota Statutes, section 121A.582. The use of reasonable force as set forth in Section V does not authorize conduct prohibited pursuant to Minnesota Statutes, section 125A.0942.

V. REASONABLE FORCE~~EXCEPTIONS~~

A. Reasonable force may be used upon or toward the person of another without the other's consent when the following circumstance exists or the actor reasonably believes it to exist:

1. when used by a teacher, school principal, school employee, school bus driver, or other agent of the school in the exercise of lawful authority, to restrain a child or pupil to prevent bodily harm or death to the child, pupil, or another.

B. Reasonable force may be used upon or toward the person of a child without the child's consent when the following circumstance exists or the actor reasonably believes it to exist:

1. when used by a teacher, school principal, school employee, school bus driver, other agent of the district, or other member of the instructional, support, or supervisory staff of a public school upon or toward a child or pupil when necessary to restrain the child or pupil to prevent bodily harm or death to the child, or pupil. Nothing in Minnesota Statutes, section 609.379 limits any other authorization to use reasonable force including but not limited to authorizations under Minnesota Statutes, section 121A.582, subdivision 1, and section 609.06, subdivision 1.

C. A teacher, school principal, and other school staff may use reasonable force under the conditions set forth in Policy 506 (Student Discipline).

VI. VIOLATION

Employees who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

Legal References:

Minn. Stat. § 123B.25 (Actions Against Districts and Teachers)
Minn. Stat. § 121A.58 (Corporal Punishment, Prone Restraints, and Physical Holds)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 125A.0941 (Definitions)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 609 (Criminal Code)
Minn. Stat. § 609.06 ~~Subd. 1 (6)(7)~~ (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)
Minn. Stat. §645.241 (Punishment for Prohibited Acts)
~~Op. Atty. Gen. 169f (August 22, 2023) (School Pupils: Discipline)~~¶
~~Op. Atty. Gen. 169f Supp. (September 20, 2023) (School Pupils: Discipline)~~

Cross References:

ISD 200 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 507.5 (School Resource Officers)

Policy Reviewed: *05.17.2024*
Policy Adopted: *12.20.2023*
Policy Revised: *07.01.2024*

HR PERSONNEL REPORT			Board Meeting Date:	7.31.24

RETIREMENT/RESIGNATION/TERMINATION

NAME	STATUS	ASSIGNMENT	EMPLOYEE GROUP	EFFECTIVE DATE
Graumann, Kurt	Retirement	Grounds / Maintenance Worker; 8 hours / Day District Wide	Custodian	July 31, 2024
Kummer, Bruce	Retirement	Custodian; 8 Hours / Day McAuliffe Elementary	Custodian	August 16, 2024
Shofner, Natalie	Resignation	Admin Assistant II ; 8 Hours / Day Hastings Middle School	HESA	July 5, 2024

HIRES / REHIRES

NAME	ASSIGNMENT	SALARY PLACEMENT/HOURLY RATE	EMPLOYEE GROUP	EFFECTIVE DATE
Azen, Paul	Special Education Supervisor; 8 Hours / Day District Office	$84,991 Annually	Supervisors	July 1, 2024
Bafaro, Riley	Grade 3 Teacher; 1.0 FTE Kennedy Elementary	$46,143 Annually	ED MN - Teachers	August 22, 2024
Cherry, Alyssa	Native American Education Liaison 8 Hours / Day; 205 Days / Year District Wide	$29.11 / Hour	Unaffiliated	August 12, 2024
D'Alimonte, Jennifer	Lead Custodian; 8 Hours / Day Hastings Middle School	$27.14 / Hour	Custodian	July 16, 2024
Ditlevson, Allison	Grade 4 Teacher; 1.0 FTE Pinecrest Elementary	$50,684 Annually	ED MN - Teachers	August 22, 2024
Garrison, Karissa	Special Education Teacher; 1.0 FTE Kennedy Elementary	$46,143 Annually	ED MN - Teachers	August 22, 2024
Guertin, Heather	Kindergarten Teacher; 1.0 FTE McAuliffe Elementary	$51,384 Annually	ED MN - Teachers	August 22, 2024
Hedin, Lisa	ESY Instructional Assistant/Office Secretary Substitute; 3.5 Hours / Day District Wide	$22.00 / Hour	N/A	June 25, 2024
Hinrichs, Josh	Science Teacher; .6 FTE Hastings Middle School	$51,384 Annually	ED MN - Teachers	August 22, 2024
Larson, Katherine	Grade 2 Teacher; 1.0 FTE Pinecrest Elementary	$67,613 Annually	ED MN - Teachers	August 22, 2024
Livingston, Wendy	Summer School Substitute; 4 Hours / Day McAuliffe Elementary	$22.87 / Hour	N/A	June 20, 2024
Niebur, Sara	Summer Paraprofessional; 45 Total Hours Middle School	$22.00 / Hour	N/A	June 17, 2024
Nguyen, Meghan	Grade 2 Teacher; 1.0 FTE Kennedy Elementary	$46,143 Annually	ED MN - Teachers	August 22, 2024
Perreault, Joseph	Maintenance Specialist; 8 Hours / Day Elementary Sites	$29.48 / Hour	Custodian	August 26, 2024
Peterson, Jaida	Grade 1 Teacher; 1.0 FTE McAuliffe Elementary	$46,143 Annually	ED MN - Teachers	August 22, 2024
Schlottman, Michael	Special Education Teacher; 1.0 FTE Hastings High School	$52,908 Annually	ED MN - Teachers	August 26, 2024
Schulte, Michelle	Admin Support Assistant II; 4 Hours / Day Tilden Community Center	$19.79 / Hour	Secretaries	July 8, 2024
Stenger, Sara	School Social Worker; .8 FTE Hastings High School	$77,181 Annually	ED MN - Teachers	August 22, 2024
Walker, Marcia	Special Education Supervisor; 8 Hours / Day District Office	$84,991 Annually	Supervisors	July 1, 2024
Werner, Laurel	Camp Horizons Nurse; 8 Hours / Day District Wide	$25.98 / Hour	N/A	June 10, 2024
Whalen, Jill	Special Education Teacher; 1.0 FTE McAuliffe Elementary	$61,405 Annually	ED MN - Teachers	August 22, 2024
Wilcek, Nora	ESY Instructional Assistant SpEd; 3.5 Hours / Day Middle School	$22.00 / Hour	N/A	June 25, 2024
Zimmerman, Nancy	ESY Instructional Assistant SpEd; 3.5 Hours / Day District Wide	$22.00 / Hour	N/A	June 12, 2024

LEAVE APPROVAL

NAME	STATUS	ASSIGNMENT	EMPLOYEE GROUP	EFFECTIVE DATE(S)
Ruder, William	Approve	Social Studies Teacher; 1.0 FTE Hastings High School	ED MN - Teachers	August 26, 2024 - June 6, 2025

ASSIGNMENT CHANGES

NAME	FROM	TO	EMPLOYEE GROUP	EFFECTIVE DATE(S)
Humphrey, Karissa	Non-Public School Nurse; 3.25 Hours / Days District Wide	Nurse Substitute	N/A	July 11, 2024

LAYOFF

NAME	STATUS	ASSIGNMENT	EMPLOYEE GROUP	EFFECTIVE DATE

Beckfeld, Camilla	Layoff	Paraprofessional - Title 1; 4 Hours / Day Kennedy Elementary	Teacher Aide	June 7, 2024
Foreman, Patricia	Layoff	Paraprofessional - Title 1; 4 Hours / Day Pinecrest Elementary	Teacher Aide	June 7, 2024
Hurley, Lisa	Layoff	Paraprofessional - Title 1; 4 Hours / Day McAuliffe Elementary	Teacher Aide	June 7, 2024
Mancl, Tiffany	Layoff	Paraprofessional - Title 1; 4 Hours / Day McAuliffe Elementary	Teacher Aide	June 7, 2024
Robinson, Kayla	Layoff	Paraprofessional - Title 1; 4 Hours / Day Kennedy Elementary	Teacher Aide	June 7, 2024
Rost, Derinda	Layoff	Paraprofessional - Title 1; 4 Hours / Day Pinecrest Elementary	Teacher Aide	June 7, 2024
Seaman, Kari	Layoff	Paraprofessional - Title 1; 4 Hours / Day Pinecrest Elementary	Teacher Aide	June 7, 2024
Strauss, Robyn	Layoff	Paraprofessional - Title 1; 4 Hours / Day McAuliffe Elementary	Teacher Aide	June 7, 2024

Approval of District 200 Donations - Public
April-June 2024

Date	Building	Description	Amount
4/2/24	High School	High School Boys Hockey Coaches	$8,287.50
4/4/24	High School	Flint Hills Discovery Scholarship	$5,000.00
4/5/24	High School	M Award Scholarship	$1,000.00
4/5/24	High School	Assistant Coach Boys Basketball	$1,746.00
4/5/24	Community Ed	Little Learner Donation	$500.00
4/10/24	District Wide	SHIP Schools Community Partner Award for Special Services	$309.00
4/11/24	Middle School	HMS Spring Play Freewill Offering	$661.00
4/15/24	McAuliffe	First Grade Field Trip to The Works	$1,075.00
4/16/24	Kennedy	PTA Donation-Field Trip Reimbursement	$4,200.75
4/17/24	High School	Softball Jerseys	$1,377.09
4/17/24	High School	High School Donation	$8.00
4/17/24	High School	High School Donation	$16.00
4/22/24	High School	Mike Kranz Memorial Scholarship	$550.00
4/22/24	High School	High School Faculty Scholarship	$82.00
4/22/24	Community Ed	SPARK	$750.00
4/24/24	Pinecrest	Pinecrest Donation	$45.00
4/24/24	High School	Marching Band Vertical Raise Fundraiser	$16,828.00
4/24/24	High School	Marching Band Cub Bagging Fundraiser	$1,131.20
4/24/24	High School	Marching Band Papa Murphy Fundraiser	$1,425.00
4/26/24	High School	Marching Band Speaker Rack	$2,731.95
4/30/24	Kennedy	Memorial Interest	$150.53

5/6/24	McAuliffe	McAuliffe Field Trip Donation	$6,700.00
5/8/24	High School	Family of Athlete donated money to the Track program	$200.00
5/9/24	High School	HHS Prom Grand March Freewill Offering	$1,048.90
5/10/24	Pinecrest	Orchestra Hall Field Trip	$450.00
5/13/24	Middle School	HMS Buck Hill Field Trip	$7,439.00
5/14/24	Community Ed	New Recreation program - Girls Flag Football	$15,000.00
5/14/24	Community Ed	SPARK	$500.00
5/15/24	High School	Assistant Baseball Coaches	$7,109.75
5/15/24	High School	Marching Band Meat Raffle Fundraiser	$400.00
5/17/24	High School	Mike Hovgaard Leadership Scholarship	$1,500.00
5/17/24	High School	High School Donation	$12.00
5/20/24	Community Ed	SPARK	$3,000.00
5/21/24	High School	High School Faculty Scholarship	$82.00
5/21/24	Community Ed	SPARK	$1,000.00
5/22/24	High School	Mike Hovgaard Leadership Scholarship	$1,500.00
5/22/24	High School	Fellowship of Christian Athletes Activity Donation for student camp scholarships, supplies & resources	$1,000.00
5/23/24	High School	Emotional Rescue Education Scholarship	$1,000.00
5/23/24	High School	Hastings Rivertown Lions Club Scholarship	$1,500.00
5/28/24	Middle School	Bus Trip to State Capital for HMS Youth Advocate Group Escape The Vape	$342.00
5/28/24	High School	AVID Stole Donation	$25.00
5/28/24	High School	AVID Stole Donation	$25.00
5/28/24	High School	AVID Stole Donation	$25.00
5/28/24	High School	AVID Stole Donation	$25.00
			$100.00

5/30/24	High School	HHS Industrial Tech Club for student's work & materials to repair HMS Dunk Tank.	$500.00
5/30/24	High School	Innovative Seating	$5,838.00
5/30/24	High School	Health & Human Performance	$10,286.00
5/30/24	High School	3D Printers	$4,656.00
5/30/24	High School	Raider Buddies	$1,000.00
5/30/24	High School	Bus Dept Personal Finance	$12,000.00
5/30/24	High School	Chemistry Flexible Seating	$5,300.00
5/30/24	High School	9th Grade Academy	$2,500.00
5/30/24	Middle School	HMS Archery	$3,015.00
5/30/24	Middle School	Youth Frontiers Courage Retreat	$7,000.00
5/30/24	High School	Doffing Scholarships	$29,000.00
			$80,595.00
5/30/24	Community Ed	Hastings Reads	$8,000.00
6/3/24	Middle School	HMS Valleyfair Fieldtrip	$724.00
6/3/24	Middle School	HMS 7th Grade Courage Retreat Bussing	$1,368.00
6/4/24	High School	JV Girls Golf Pull Carts & Range Balls	$110.41
6/4/24	High School	Student fees for Show Choir	$3,000.00
6/4/24	High School	Ricky Berg Memorial Scholarship	$2,000.00
6/7/24	Community Ed	Early Childhood Family Education	$1,500.00
6/10/24	McAuliffe	2nd Grade Virtual Gibbs Farm Fieldtrip	$394.00
6/10/24	High School	Red Cross Club Scholarship	$500.00
6/10/24	High School	Marching Band Gertens Fundraiser	$2,090.73
6/12/24	Kennedy	May Fieldtrips	$8,855.00
6/25/24	High School	High School Faculty Scholarship	$122.00
6/25/24	Middle School	Middle School Band Instrument Repairs	$600.00
6/25/24	ALC	For ALC Bonus Week	$5,000.00

6/27/24	District Wide	Angel Fund Donation	$0.85
6/27/24	District Wide	Angel Fund Donation	$142.60
6/27/24	District Wide	Angel Fund Donation	$17.50
6/27/24	District Wide	Angel Fund Donation	$6.90
6/27/24	District Wide	Angel Fund Donation	$3.25
6/27/24	District Wide	Angel Fund Donation	$68.80
6/27/24	District Wide	Angel Fund Donation	$0.75
6/27/24	District Wide	Angel Fund Donation	$14.45
6/27/24	District Wide	Angel Fund Donation	$51.10
6/27/24	District Wide	Angel Fund Donation	$61.05
6/27/24	District Wide	Angel Fund Donation	$38.35
6/27/24	District Wide	Angel Fund Donation	$12.50
6/27/24	District Wide	Angel Fund Donation	$32.55
6/27/24	District Wide	Angel Fund Donation	$25.50
6/27/24	District Wide	Angel Fund Donation	$19.85
6/27/24	District Wide	Angel Fund Donation	$37.70
6/27/24	District Wide	Angel Fund Donation	$2.45
6/27/24	District Wide	Angel Fund Donation	$6.30
6/27/24	District Wide	Angel Fund Donation	$6.75
6/27/24	District Wide	Angel Fund Donation	$21.60
			$570.80
		Total Fourth Quarter Donations	**$213,687.61**

In-Kind Donations - Values are approximate per information available

4/7/24	High School	In Kind Donation towards a portion of the space and amenities for HHS Jazz Ensembles & Acapella Event.	$1,725.00

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 April 2024 to June 2024 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.

HASTINGS PUBLIC SCHOOLS
ISD #200

2024-2025 VISION CARD DATA

	District-wide Goal					
	What We Are Tracking	**How We Are Measuring**	**2021-22**	**2022-23**	**2023-24**	**Trend Line**
Engaged Learners	**Student Achievement**	MCA Reading Grades 3-8, 10	52%	53%		
		Fastbridge Screening Data (Literacy)	70%	74%		
		MCA Math Grades 3-8, 11	49%	50%		
		MCA Science Grades 5, 8 and HS	46%	43%		
		MCA Opt-Out				
		ACT Grades 11 and 12 (national average is 19)	22.4	21.4		
		Graduation Rate (year lag time)	95.60%	94.50%		
		Passing Rates Grades 5 - 9 (students passing ALL classes)	76%	87%		
	Achievement Gap	MCA Math, Reading, Science (Median of all groups)	Math -24.6 Rdg - 20.2 Sci - 20.5	Math - 26.8 Rdg - 21.3 Sci - 13.1		
		Secondary Credit Recovery (Credits earned)	649	720		
		Student Enrollment: College In the Schools, Career & Tech, Advanced Placement, Chippewa Valley Technical College	CIS - 473 CTE - 2164 AP - 572 CVTC-NA	CIS -455 CTE -2081 AP -423 CVTC-405		
	PSEO Enrollment	Full Time/Part Time				
	Student Attendance	Chronic Absences	9%	7%		
	School Perceptions Survey	I feel safe at school (grades 4-12)			**89%**	
		I know my teachers care about me (grades 4-12)			**89%**	
		Teachers treat me with respect (grades 4-12)			**95%**	
		My teachers make their classes fun and interesting (grades 4-12			**83%**	
		If I were bullied, I would feel comfortable talking to someone (grades 4-12)			**77%**	
	Mental Health	Survey: If I have a big problem, there's an adult at school I can talk to. (grades 4-12)			**88%**	
		ELEM students accessing recurrent support services	97	124		
		MS students accessing recurrent support services	100	320		
		MS students participating in support groups	174	210		
		# of times HS students accessed recurrent support services	6594	6095		
		HS students identified and met with due to Depression Screener	73	71		
		HS Peer Helper contacts	2465	3388		
	Student Participation In Activities/Athletics	Number of Students Participating in Secondary Athletics	1710	1624		
Staff Engagement	**School Perceptions Survey: Staff**	I feel safe at school			**89%**	
		I feel supported by my supervisor/administrator when I make a decision			**77%**	
		I feel comfortable sharing my input and concerns with my supervisor/administrator			**74%**	
		Most days, I look forward to going to work.			**77%**	
	Highly Trained Certified Staff (Master's Degree or Higher)	Percentage of Highly Trained Staff	81%	81%	80%	
Family Engagement	**School Perceptions Survey: Families**	I feel welcomed in my child's school.			**86%**	
		School staff treat my child with dignity and respect.			**93%**	
		My child feels safe at school.			**86%**	
		The school has high expectations for my child.			**80%**	
		If my child breaks a rule at school, they are treated fairly.			**90%**	
		School communication is timely and transparent.			**81%**	
	Family Engagement / Untapped Families	Yearly Points of Contact/Engagement in School Activities	5 events	4 events	6 events Raider, Set, Go, EL Family Night, EL Picnic, AVID Family Night, Open Houses/Conferences (2)	
Operational Efficiency	**School Finance Award based on MDE criteria**	Annually meeting the established criteria.			**100%, awarded annually since 2008**	
	Building Conditions from School Perceptions Survey: Families	School facilities are clean and well-kept.			**91%**	
	Technology	Overall satisfaction with technology support within district			**97%**	
Community Engagement		Community Partnerships and Collaboration				
		Raider Update Metrics				

Wit and Wisdom Curriculum Modifications

The following are the recommended modifications to the Wit and Wisdom curriculum. I would like to thank Andy Larson and our twenty-one teachers on the Review Team who took time this summer to read the texts, meet, and provide their expertise and recommendations regarding our new literacy curriculum for Hastings Public Schools.

During the review teachers from each grade level read the designated books for each of the modules that are to be taught throughout the year. While reading, teachers reviewed the books and answered the following questions:

1. **Does the material present any inaccurate content?**
    a. False or misleading information
    b. Stereotypes of different racial, cultural, or religious groups?
2. **Is the material appropriate for the age level that you teach?**
    a. Content that could be too scary for your students
    b. Inappropriate language
    c. Subject matter that would not be understood
3. **Are there any other concerns you have about the literary content?**

Based upon the work of the Review Team, the Department of Teaching and Learning has the following recommendations:

Grade	Text	Issue	Recommendation
K	*My Five Senses*	Image of a child in a bathtub with upper body exposed	It is a book used as a whole group and in pairs. The recommendation is to cover the exposed image.
4	*Walk Two Moons*	Previously Recommended Change	Adoption of *The Invention of Hugo Cabret*
4	*George vs. George*	In a section of the book that is not covered in the curriculum or read by students there is reference to sexual violence that is perpetrated by the British soldiers.	Censor the section to remove the reference to sexual violence.
5	*Thunder Rolling in the Mountains*	Previously Recommended Change	Adoption of *The Birchbark House*
5	*Woods Runner*	Violent imagery in the first three chapters of the text.	Alternative text, *Toliver's Secret* will be reviewed for this module (module 3).

In addition to the changes above, we have identified the texts that will require pre-teaching. As teachers it is our job to teach context, to teach appropriateness of terminology and the use of words. In historical fiction, or nonfiction, there are terms used that are no longer acceptable to be used. We will ensure teachers have access to materials to use to pre-teach accordingly when terms such as these come up in the curriculum. Similarly, when there are mentions of death, violence, or other sensitive topics it is our job as educators to pay attention to the reception of the students and provide any additional context, follow-up, or necessary teaching.

School Sanctioned Trips Approval Form Hastings ISD 200

Department/Staff Coordinating	Jim Jacobsen/Emily Chandler(Band) & Kelly Olsen (Orchestra)
Fund 10 & Account Name Fund 11 & Account Name	Fund 10 - Band and Orchestra Tour
Purpose	Spring Break Band & Orchestra Performance Tour
Destination	Greece
Type(s) of Transportation	Airplane and bus

Dates	Depart	Date 3/13/25	Time Morning	Return	Date 3/21/25	Time Evening

Cost per student	$3495 (approx.)	Attach copy of payment schedule for inclusion in Online Payment System

? Student drops out after paying	Department decision due to cost already incurred
? Payment was fundraised $'s	Required to stay in activity account because was earned as tax-exempt

# Students participating	Estimated 55 students
# Chaperones needed	approx. 6 (will be determined by # of students who register for the trip)
All chaperone fees are the responsibility of the chaperone	

How are you ensuring equitable access for students of need?	No students taking the pre-trip
Are there any additional pre-trips or other unique arrangements to be aware of?	Emily was unable to travel last fall due. Due to the high number of participants, both Jim Jacobsen and myself were invited by GrandTours for an "Inspection Tour." The more directors that know the layout of the performances, attractions, hotels and safety concerns, the better.

P-Card-Other Expenses	$ unknown (tbd)	Purpose
All receipts must be obtained and returned at the end of the trip		

Principal Approved	Signature 	Date 7/31/24
Superintendent Reviewed	Signature	Date
Board Reviewed	Signature	Date

School Sanctioned Trips Approval Form Hastings ISD 200

Department/Staff Coordinating	**Anthony Letourneau**
Fund 10 & Account Name **Fund 11 & Account Name**	**No school funds will be used for this trip**
Purpose	**French Language and Culture Immersion Experience**
Destination	**Switzerland & France through travel organization Language & Friendship (see attached itinerary for more details)**
Type(s) of Transportation	**Airplane, Train, Boat, and Coach Bus (see itinerary for more details)**

Dates	**Depart**	**6/8/2025**	**Time**	**Return**	**6/22/2025**	**Time**

Cost per student	**approx $5695**	Attach copy of payment schedule for inclusion in Online Payment System	Online Payment
? Student drops out after paying	See itinerary from Langauge and Friendship about their payment policies		
? Payment was fundraised $'s	**Required to stay in activity account because was earned as tax-exempt**		
# Students participating	**unknown at this time**		
# Chaperones needed	**We will be travling with two high schools from Eau Claire, WI as we did in 2019. The lead teachers from Eau Claire as well as myself will be chaperones.**		
All chaperone fees are the responsibility of the chaperone			
How are you ensuring equitable access for students of need?	**Fundraising is available as needed**		
Are there any additional pre-trips or other unique arrangements to be aware of?	**NA**		

P-Card-Other Expenses	**$0**	**Purpose**	No Expenses
All receipts must be obtained and returned at the end of the trip			

Principal Approved	SCOTT DORAN	**Date**
Superintendent Reviewed	**Signature**	**Date**
Board Reviewed	**Signature**	**Date**

Hastings Public Schools
INDEPENDENT SCHOOL DISTRICT 200
1000 11TH STREET WEST
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BRIDGE TO SUCCESS

Dr. Tamara Champa
SUPERINTENDENT

2024 Hastings School Board & Committee Future Meetings

This document is a list of all the dates for work sessions, board meetings, special meetings, and committee meetings.
Committee descriptions and members are listed below the list of meetings.
Any questions or concerns regarding meetings can be directed to Tammy Ludwig at 651-480-7013 or via email at tludwig@isd200.org.

Color Key	Regular Board Work Session	Regular School Board Meeting Including Closed & Special Meetings	Community Collaboration Committee	Facilities Committee	Finance Committee	Policy Committee	Student School Board Committee

Future Meeting Dates

Date	Time	Description	Board or Committee	Location
08.07.2024	6:00 PM	Regular Board Work Session	School Board	Hastings Middle School Media Center
08.08.2024	11:00-12:30 PM	Policy Meeting	Policy Committee	District Office Conference Room A
08.08.2024	5:30-6:30 PM	Student School Board Meeting	Student School Board Committee	District Office Conference Room A
08.09.2024	8:00-9:00 AM	Facilities Meeting	Facilities Committee	District Office Conference Room A
08.28.2024	5:00 PM	Building Tour	School Board	Tilden
08.28.2024	6:00 PM	Regular Board Meeting	School Board	Hastings Middle School Media Center

09.10.2024	6:00 PM	Regular Board Work Session	School Board	Hastings Middle School Media Center
09.25.2024	6:00 PM	Regular Board Meeting	School Board	Hastings Middle School Media Center
10.08.2024	6:00 PM	Regular Board Work Session	School Board	Hastings Middle School Media Center
10.15.2024	11:00-12:30 PM	Finance Meeting	Finance Committee	District Office Conference Room A
10.23.2024	6:00 PM	Regular Board Meeting	School Board	Hastings Middle School Media Center
11.01.2024	8:00-9:00 AM	Facilities Meeting	Facilities Committee	District Office Conference Room A
11.07.2024	6:00 PM	Regular Board Work Session	School Board	Hastings Middle School Media Center
11.20.2024	6:00 PM	Regular Board Meeting	School Board	Hastings Middle School Media Center
12.04.2024	11:15-12:45 PM	Finance Meeting	Finance Committee	District Office Conference Room A
12.05.2024	6:00 PM	Regular Board Work Session	School Board	Hastings Middle School Media Center
12.18.2024	6:00 PM	Regular Board Meeting	School Board	Hastings Middle School Media Center

Community Collaboration Committee (3)

Purpose Statement: *The Community Collaboration Committee is a link between the Hastings School District and the ISD 200 community. The committee focuses on identifying avenues to continuously improve the district's communication process for increased transparency and to better articulate the district's goals with its stakeholders. The committee seeks opportunities for shared learning, knowledge, awareness, experience, and growth to create a stronger, more united*

community.

Committee Members: Jenny Wiederhold-Pine (Chair) :: Matt Bruns :: Phil Biermaier :: Tammy Champa

Facilities Committee (2)

Purpose Statement: *The mission of the Facilities Committee is to provide strategic guidance of substantial facilities investment activities on behalf of ISD 200. The Committee will support sustainability, transparency, and equity throughout the School Board and the community at large. This will in turn enhance public confidence in the district's ability to effectively manage, maintain and improve District facilities through communication of the results of its work to the School Board and by educating the public regarding the facility usage, condition and outlook for the District.*

Committee Members: Melissa Millner (Chair) :: Mark Zuzek :: Jen Seubert :: Tammy Champa

Finance Committee (2)

Purpose Statement: *The mission of the Finance Committee is to provide strategic guidance of budget and financial activities on behalf of ISD 200. The Committee will support sustainability, transparency, and equity for the School Board and the community at large.*

Committee Members: Mark Zuzek (Chair) :: Carrie Tate :: Jen Seubert :: Tammy Champa

Policy Committee (3)

Purpose Statement: *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.*

Committee Members: Jessica Dressely (Chair) :: Mark Zuzek :: Carrie Tate :: Tammy Champa :: Guests as determined by policy review

Student School Board Committee (3)

Purpose Statement: *The school board believes that the views, insights, and suggestions of student representatives on the school board can be an advantage to the school board in its decision-making role.The Student School Board Committee will focus on identifying, interviewing, and recommending student representatives to serve on the school board.*

Committee Members: Jessica Dressely (Chair) :: Melissa Millner :: Matt Bruns :: Tammy Champa

917 REP (1) **Commitment: Typical 1 meeting per month**		
Mark Zuzek		

RELICENSURE COMMITTEE REP		
Mark Zuzek		
MSHSL REP (1)		
Jenny Wiederholt-Pine		
AMSD Liaison (1)		
Matt Bruns		
BRIGHTWORKS (1) If appointment is open		
Jessica Dressely		

Native American Parent Advisory Committee Liaison		
Matt Bruns	Backup - Jessica Dressely	