

Hastings Area Public Schools - ISD 200

School Board Meeting Agenda

Wednesday, August 28, 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:
 - 07.31.24 Regular Board Meeting
 - 08.07.24 Special Board Meeting
- IV. **Recognition of Visitors**
- V. **Raider Spotlight**
- VI. **Public Comment Session**
- VII. **Reports and Discussions**
 - a. Superintendent Report
 - b. Annual Survey Discussion
 - c. PFAS Solution Update
 - d. Hockey Arena Update
 - e. Vermillion Township Land Update
 - f. Safety Concerns - Chair Carrie Tate
 - g. Building Construction Fund Project Update
 - h. Legal: Data Request Update
 - i. 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
 - j. Policies
 - i. First Readings
 - 516 Student Medication
 - 516.5 Overdose Medication
 - ii. Second Readings
 - 615 Basic Standards Testing, Accommodations, Modifications, and Exemptions for IEP, Section 504 Accommodations, and LEP Students
- VIII. **Action Items**
 - a. Consent Agenda
 - i. Personnel Report
 - ii. Change Orders:
 - Change Order No. 1 - HS Tuckpointing and Sealant
 - iii. Bills Payable
 - iv. Policies for Approval after Third Reading
 - 507 Corporal Punishment and Prone Restraint

- 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
- v. Policies for Approval due to Legislative Changes
 - 524 Internet, Technology, and Cell Phone Acceptable Use and Safety Policy
- vi. Sternau Contract
- vii. Amy Brown Counseling Services
- viii. Membership Renewals:
 - BrightWorks
- ix. Approval of Updated Non-contract Rates
- x. Approval of the 2024-2026 Master Agreement with District Supervisors
- xi. Approval of the 2024-2026 Master Agreement with District Directors
- xii. Second Addendum to Superintendent's Employment Contract
- b. Items for Individual Action
 - i. School Resource Officer/Traffic Control Agent
 - ii. HCTV Designation
 - iii. Hockey Arena
 - iv. Vermillion Township Land
 - v. 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, July 31, 2024, at the Hastings Middle School Media Center.

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

The following board members were present: Jessica Dressely, Melissa Millner, Jenny Wiederholt-Pine, Philip Biermaier, Matt Bruns, and Carrie Tate. Mark Zuzek attended via Google Meet. Roll call attendance was taken by Melissa Millner. Superintendent Champa was also present at the meeting.

After the Pledge of Allegiance, a motion was made by Philip Biermaier to approve the agenda. This motion was seconded by Jenny Wiederholt-Pine. A request was made by Jessica Dressely to remove policy 507 from the consent agenda and move it to an individual action item. A roll call vote was taken by Melissa Millner to approve the agenda with modifications. The roll call vote was 7 ayes with the following board members voting aye: Jessica Dressely, Melissa Millner, Jenny Wiederholt-Pine, Philip Biermaier, Matt Bruns, Mark Zuzek and Carrie Tate, 0 nays, motion carried unanimously.

A motion to approve the minutes from the 06.26.24 Regular Board Meeting, and the 06.26.24 Closed Meeting of the Hastings School Board was made by Jessica Dressely and seconded by Philip Biermaier. A roll call vote was taken by Melissa Millner. The roll call vote was 7 ayes with the following board members voting aye: Jessica Dressely, Melissa Millner, Jenny Wiederholt-Pine, Philip Biermaier, Matt Bruns, Mark Zuzek and Carrie Tate, 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 one person speaking.

Superintendent Champa provided the Board with the Superintendent report.

The All Things Athletic Presentation was given by Trent Hanson, Marissa Welch, and Dana Strain.

The Superintendent Performance Evaluation was given by Carrie Tate.

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, no meeting held since the last update.

The NAPAC update was given by Matt Bruns.

The Student School Board Committee update was given by Jessica Dressely, a meeting was held just prior to this meeting so summary will be in August.

Jessica Dressely provided the Board with an update from the Policy Committee which included the first reading of policy 615. As well as a second reading of the following policies: 504, 506, 509, 511, 513, 518, 519, 521, 722, and 806.

A motion was made by Melissa Millner and seconded by Mark Zuzek to move policies 504 and 506 to individual action items. A roll call vote was taken by Melissa Millner. The roll call vote was 7 ayes with the following board members voting aye: Jessica Dressely, Melissa Millner, Jenny Wiederholt-Pine, Philip Biermaier, Matt Bruns, Mark Zuzek and Carrie Tate, 0 nays, motion carried unanimously.

A motion to approve the Consent Agenda was made by Jessica Dressely and seconded by Philip Biermaier. A roll call vote was taken by Melissa Millner. The roll call vote was 7 ayes with the following board members voting aye: Jessica Dressely, Melissa Millner, Jenny Wiederholt-Pine, Philip Biermaier, Matt Bruns, Mark Zuzek and Carrie Tate, 0 nays, motion carried unanimously.

The following items were approved under the consent agenda:

- Bills Payable
- Policies for Approval after Second Reading: 504 and 506
- Policies for Approval after Third reading: 417, 503, 505, 507.5, 508
- Policies for Approval due to Legislative Changes: 102, 204, 207, 413, 416, 418, 419, 515, 516, 532, 535, 601, 602, 603, 604, 607, 609, 613, 614, 616, 619, 620, 709, and 802
- Sunset Policies: 429
- Membership Renewals: AMSD and MSBA
- Approval of the 2024-2026 Food Service Employees Master Agreement
- Approval of the 2024-2026 Master Agreement with Community Education Paraprofessionals
- Proposed Adult Meal Prices for the 2024-2025 School Year

A motion was made by Jessica Dressely to move policy 507 back to the committee and seconded by Philip Biermaier. A roll call vote was taken by Melissa Millner. The roll call vote was 7 ayes with the following board members voting aye: Jessica Dressely, Melissa Millner, Jenny Wiederholt-Pine, Philip Biermaier, Matt Bruns, Mark Zuzek and Carrie Tate, 0 nays, motion carried unanimously.

A motion was made by Philip Biermaier to approve the Personnel Report. This motion was seconded by Jessica Dressely. A roll call vote was taken by Melissa Millner. The roll call vote was 7 ayes with the following board members voting aye: Jessica Dressely, Melissa Millner, Jenny Wiederholt-Pine, Philip Biermaier, Matt Bruns, Mark Zuzek and Carrie Tate, 0 nays, motion carried unanimously.

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.

Jessica Dressely duly seconded the motion for the adoption of the foregoing resolution.

Voting in favor of the resolution: Jessica Dressely, Melissa Millner, Jenny Wiederholt-Pine, Philip Biermaier, Matt Bruns, Mark Zuzek, and Carrie Tate

Voting against: None

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

A motion was made by Melissa Millner to approve the Donations. This motion was seconded by Jessica Dressely. A roll call vote was taken by Melissa Millner. The roll call vote was 7 ayes with the following board members voting aye: Jessica Dressely, Melissa Millner, Jenny Wiederholt-Pine, Philip Biermaier, Matt Bruns, Mark Zuzek and Carrie Tate, 0 nays, motion carried unanimously.

A motion was made by Jessica Dressely to approve the District Vision Card Adjustment. The motion was seconded by Jenny Wiederholt-Pine. A roll call vote was taken by Melissa Millner. The roll call vote was 7 ayes with the following board members voting aye: Jessica Dressely, Melissa Millner, Jenny Wiederholt-Pine, Philip Biermaier, Matt Bruns, Mark Zuzek and Carrie Tate, 0 nays, motion carried unanimously.

A motion was made by Mark Zuzek to approve Philip Biermaier as the new Representative to the Relicensure Committee. This motion was seconded by Jenny Wiederholt-Pine. A roll call vote was taken by Melissa Millner. The roll call vote was 7 ayes with the following board

members voting aye: Jessica Dressely, Melissa Millner, Jenny Wiederholt-Pine, Philip Biermaier, Matt Bruns, Mark Zuzek and Carrie Tate, 0 nays, motion carried unanimously.

The Wit & Wisdom Modifications was presented by Andrew Hodges. A motion to approve the Wit & Wisdom Modifications was made by Mark Zuzek and seconded by Matt Bruns. A roll call vote was taken by Melissa Millner. The roll call vote was 7 ayes with the following board members voting aye: Jessica Dressely, Melissa Millner, Jenny Wiederholt-Pine, Philip Biermaier, Matt Bruns, Mark Zuzek and Carrie Tate, 0 nays, motion carried unanimously.

A motion was made by Carrie Tate to postpone the vote on the Greece and France trips until a meeting in August. This motion was seconded by Jessica Dressely. A roll call vote was taken by Melissa Millner. The roll call vote was 7 ayes with the following board members voting aye: Jessica Dressely, Melissa Millner, Jenny Wiederholt-Pine, Philip Biermaier, Matt Bruns, Mark Zuzek and Carrie Tate, 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 Melissa Millner and seconded by Jessica Dressely. A roll call vote was taken by Melissa Millner. The roll call vote was 7 ayes with the following board members voting aye: Jessica Dressely, Melissa Millner, Jenny Wiederholt-Pine, Philip Biermaier, Matt Bruns, Mark Zuzek and Carrie Tate, 0 nays, motion carried unanimously.

The meeting was adjourned at 7:50 PM.

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

A Special Meeting of the School Board of Independent School District No. 200, Hastings, Minnesota, was held on Wednesday, August 07, 2024, at the Hastings Middle School Media Center.

The meeting was called to order at 6:00 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.

After the Pledge of Allegiance, a motion to approve the agenda 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 change in the fixed assets and move to the next auditing standard and to approve policy 704 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 Revised Appendix A for 2024-2026 Custodial Master Agreement to be a designation of the capital asset thresholds for the FY24 of \$5,000 per individual item, and \$50,000 for group purchases was made by Jessica Dressely and seconded by Mark Zuzek. The vote was: 7 ayes, 0 nays, motion carried unanimously.

With no further business to discuss, a motion was made to adjourn the meeting by Jenny Wiederholt-Pine and seconded by Melissa Millner. The vote was: 7 ayes, 0 nays, motion carried unanimously. The meeting was adjourned at 6:11 PM.



Hastings Public Schools
Fall 2024 Staff, Student, and Parent Survey Timeline

Timeline	Task
September 18th	Review initial survey drafts/Consider customized questions
September 25th	All feedback to School Perceptions regarding customized questions
September 26th	Survey finalized
October 7th	Admin “heads up” email to staff, students, and parents
October 10th	Email survey to staff, students, and parents
During survey windows	Send reminder emails to non-responding staff/students/parents
October 21st	Survey deadline for staff, students, and parents
October 23rd	School Perceptions creates reports
TBA	Send reports to district



Hastings Public Schools

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

BRIDGE TO SUCCESS

Dr. Tamara Champa
SUPERINTENDENT

Hastings Hockey Arena Consideration 2024 August 2024



PROJECT OVERVIEW

- HASTINGS HOCKEY ARENA ROOF AND REFRIGERATION PROJECT - 5.2 MILLION
- BONDING PROJECT FOR THE CITY OF HASTINGS
 - FY 24 INTEREST ONLY
 - FY 25 THROUGH FY 35, PRINCIPLE PAYMENTS
- CURRENT JOINT POWERS AGREEMENT:
 - ARTICLE 6: CAPITAL IMPROVEMENT PROJECTS
 - THE SCHOOL DISTRICT AND CITY AGREE TO CONSIDER JOINT VENTURES IN THE DEVELOPMENT OF RECREATIONS/ATHLETIC FACILITIES THAT SERVE, AND ARE MUTUALLY BENEFICIAL TO BOTH THE SCHOOL DISTRICT AND THE CITY. CAPITAL IMPROVEMENT PROJECTS WILL BE COOPERATIVELY DEVELOPED BY THE DIRECTOR OF COMMUNITY EDUCATION, ATHLETICS AND PARK AND RECREATION, FOR APPROVAL BY THE STEERING COMMITTEE.
 - ARTICLE 7: FUNDING AND ON-GOING MAINTENANCE OF CAPITAL IMPROVEMENT PROJECTS
 - COST SHARING OF CAPITAL IMPROVEMENT PROJECTS WILL BE NEGOTIATED INDIVIDUALLY, AND EACH PROJECT WILL REQUIRE A UNIQUE AGREEMENT. SHARES MAY INCLUDE CASH AND IN-KIND CONTRIBUTIONS. LAND PURCHASES OR OWNERSHIP OF PROPERTY IS NOT CONSIDERED PART OF THE COST.....

Updated Consideration: The project cost of 5.2 million has been adjusted due to the Solar Investment. It is not the district's interest to participate in the solar project. This would eliminate the need to review solar credits, etc...

Project Total for draft consideration: \$4,825,000

Current Ice Rental	\$85,000	10 years of ice rental at \$85,000 is approximately 18% (17.6%) of the project cost. It is the recommendation of the district, that the ice fee is waived in lieu of project participation for 10 years.
Additional Contribution	\$59,750	An additional annual payment of \$59,750 for 10 years would be a financial contribution of 12% of the project.
Annual Fixed Payment for 10 years	\$144,750	Annual fixed payment of \$144,750 is 30% of the project without the inclusion of the solar project.

*Note: The above consideration is based on MDE approval of the updated lease agreement.



CITY OF HASTINGS HOCKEY ARENA PROPOSAL







PROJECT OVERVIEW

- **HASTINGS HOCKEY ARENA ROOF AND REFRIGERATION PROJECT - 5.2 MILLION**
- **BONDING PROJECT FOR THE CITY OF HASTINGS**
 - **FY 24 INTEREST ONLY**
 - **FY 25 THROUGH FY 35, PRINCIPLE PAYMENTS**
- **CURRENT JOINT POWERS AGREEMENT:**
 - **ARTICLE 6: CAPITAL IMPROVEMENT PROJECTS**
 - **THE SCHOOL DISTRICT AND CITY AGREE TO CONSIDER JOINT VENTURES IN THE DEVELOPMENT OF RECREATIONS/ATHLETIC FACILITIES THAT SERVE, AND ARE MUTUALLY BENEFICIAL TO BOTH THE SCHOOL DISTRICT AND THE CITY. CAPITAL IMPROVEMENT PROJECTS WILL BE COOPERATIVELY DEVELOPED BY THE DIRECTOR OF COMMUNITY EDUCATION, ATHLETICS AND PARK AND RECREATION, FOR APPROVAL BY THE STEERING COMMITTEE.**
 - **ARTICLE 7: FUNDING AND ON-GOING MAINTENANCE OF CAPITAL IMPROVEMENT PROJECTS**
 - **COST SHARING OF CAPITAL IMPROVEMENT PROJECTS WILL BE NEGOTIATED INDIVIDUALLY, AND EACH PROJECT WILL REQUIRE A UNIQUE AGREEMENT. SHARES MAY INCLUDE CASH AND IN-KIND CONTRIBUTIONS. LAND PURCHASES OR OWNERSHIP OF PROPERTY IS NOT CONSIDERED PART OF THE COST.....**



HOCKEY ARENA PROJECT 1998

- ORIGINAL HOCKEY ARENA WAS BUILT IN THE 1970S
- 1998 - DUE TO THE EXPANSION OF HOCKEY (GIRLS IN THE MSHSL), THE CITY OF HASTINGS APPROACHED THE DISTRICT TO JOINTLY PAY FOR THE 2ND SHEET OF ICE. THE FOLLOWING OUTLINES THE EXPENSES:
 - PROJECTED BOND COST: \$850,000
 - TOTAL OF 20 YEAR PAYMENTS: \$1,329,597.50
 - CITY PORTION: \$500,000
 - SCHOOL DISTRICT: \$250,000
 - ABOVE ALSO INCLUDED BOOSTER FUNDS
 - THE ANNUAL COST FOR THE DISTRICT WAS \$23,267 WITH THE FINAL PAYMENT IN JANUARY 2017
- NOTE: IN 2005, THE DISTRICT RESTRUCTURED THEIR CONTRIBUTION FROM AN ANNUAL CAPITAL PAYMENT TO A PREMIUM ICE PAYMENT OF AN ADDITIONAL \$67/HOUR FOR APPROXIMATELY 355 HOURS. TODAY'S AVERAGE HOURLY USE IS APPROXIMATELY 376 HOURS.





HOCKEY ARENA PROJECT 2024

OPTION #1	OPTION #2	OPTION #3	OPTION #4	OPTION #5
Contribute \$150,000 in capital dollars for 10 years (approximately 30%)	Add a premium to ice time. Calculations were ran at an additional \$183.93/ice hour. Over 10 years, this would equate to approximately 14% of the project. Calculations based on annual expense of \$150,000/year in TOTAL	Combination of options #1 and #2	No Participation	Endless Possibilities



- **HOCKEY ARENA PROJECT 2024**



**QUESTIONS
NEXT STEPS
ACTION ITEM**



**VERMILLION TOWNSHIP
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 24-06

**APPROVING A CONDITIONAL USE PERMIT
FOR AN OUTDOOR EDUCATION AREA WITH A GRAVEL PARKING AREA**

The Town Board of Vermillion Township hereby resolves as follows:

WHEREAS, Independent School District No. 200 (the “Applicant”) owns property located at unaddressed property at PID: 390150001012 (the “Property”) in Vermillion Township (the “Town”), Dakota County, Minnesota legally described as:

The North Half of the Northeast Quarter of Section 15, Township 114, Range 18, except the following:

That part of the North Half of the Northeast Quarter of Section 15, Township 114, Range 18, described as follows: Beginning at the northeast corner thereof; thence south along the east line thereof 1315.20 feet to the southeast corner thereof; thence west along the south line thereof 810.53 feet; thence northerly 1316.44 feet to a point on the north line of said North Half of the Northeast Quarter distant 775.36 feet west of said northeast corner; thence east along said north line 775.36 to the point of beginning, according to the Government Survey thereof, Dakota County, Minnesota.

AND

That part of the Northeast Quarter of the Northwest Quarter of Section 15, Township 114, Range 18, Dakota County, Minnesota described as follows: Beginning at the northeast corner of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 00 minutes 42 seconds West (assumed bearing) along the east line of said Northeast Quarter of the Northwest Quarter 1317.34 feet to the southeast corner of said Northeast Quarter of the Northwest Quarter; thence South 89 degrees 59 minutes 02 seconds West along the south line of said Northeast Quarter of the Northwest Quarter 6.96 feet; thence North 00 degrees 18 minutes 33 seconds West 1317.41 feet to the north line of said Northeast Quarter of the Northwest Quarter, thence South 89 degrees 49 minutes 20 seconds East along said north line 14.34 feet to the point of the beginning.

WHEREAS, the Property abuts and contains wetlands that are protected under the Wetland Conservation Act and a conservation easement held by Dakota County;

WHEREAS, the Property is accessible via a road that has a weight limit;

WHEREAS, the Applicant has, and will continue to, use the Property for in-person student coursework related to conservation, environmental sciences, biology courses, and the like;

WHEREAS, the Applicant is seeking to place gravel on the Property to create an area to facilitate student drop-off for school buses and to allow for students to drive themselves to the Property as depicted on the Site Plan attached hereto as Exhibit A (the “Project”);

WHEREAS, the Applicant has delineated the wetlands, received permission from Dakota County, and has submitted site plans showing the gravel parking area;

WHEREAS, the Property is zoned Agricultural and within this zoning district institutional uses require a conditional use permit; and

WHEREAS, after duly published and mailed notice in accordance with Minnesota Statutes, a public hearing on this application was held by the Vermillion Town Board on June 20, 2024.

NOW, THEREFORE, BE IT RESOLVED based upon the record before it and application of the Township’s Zoning Code and Comprehensive Plan, the Town Board of the Township of Vermillion hereby approves the requested conditional use permit, as described above, based on one or more of the below findings of fact subject to the following conditions:

FINDINGS

1. The above recitals are incorporated herein by reference as if restated in full.
2. Pursuant to Township Code § 201 (D), the following is a conditional use in the AG district: “Institutional Uses” which is defined as “the use of land under public or semi-public ownership which provides a benefit or service to the public. These uses shall include, but not be limited to schools, hospitals, churches, cemeteries, and fraternal organization meeting places.”
3. Township Code § 611 and state law provide the criteria which must be met in order to grant a conditional use permit. The Town Board finds the criteria are met as follows:
 - A. *The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, comfort or general welfare.*

The Project will not be detrimental to the Property. The Applicant is proposing to use the property in a reasonable manner that is consistent with the zoning in this district and prior use on this Property.

B. *The conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.*

The Project will not be detrimental to or impact the use and enjoyment on any neighboring properties. The proposed plan for grading are expected to have no detrimental effects on adjoining or nearby properties. The Township has no evidence that the Project will substantially diminish and impair property values within the neighborhood.

The Project is preferable to the current practice of having vehicles parked on the side of the road and having students board and get out of vehicles onto a roadway.

C. *The establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.*

The proposed construction shall conform to the applicable regulations of the district in which it is located.

D. *Adequate utilities, access roads, drainage and necessary facilities have been or will be provided.*

If the Applicant abides by all road weight restrictions, there is adequate infrastructure in place to serve the Project.

E. *Adequate measures have been or will be taken to provide ingress or egress so designed as to minimize traffic congestion in the public streets.*

This condition is met. This Project creates the means of ingress and egress in order to decrease roadway obstructions.

F. *The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located.*

The Project is consistent with the purposes of the zoning code, which allows for institutional uses in the AG district.

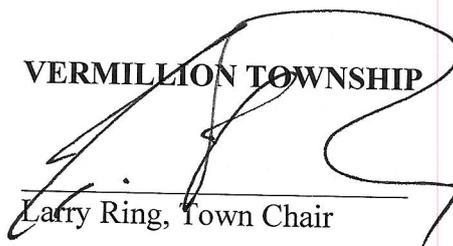
CONDITIONS

1. The Project shall be completed in accordance with the plans and narrative submitted by the Applicant. Any significant changes to the plans, as determined by the Town Planner, shall require review and approval by the Town Board.
2. All comments from the Town Engineer and Attorney shall be met.

3. The Applicant must obtain and satisfy all required permits, regulations, and comments from the Vermillion River Watershed Joint Powers Organization.
4. The Applicant must abide by all posted law regarding road use, including any relevant weight limits. If the Applicant will not abide by weight limits the Applicant must enter into a maintenance plan agreement with the Township to protect the road from the excessive weight.
5. The Applicant must comply with the conservation easement on the Property.
6. The Applicant must comply with all relevant state and federal laws, including environmental laws, particularly the Wetland Conservation Act.
7. The Applicant must install two posts and a chain on either side of the Project's entrance. When the Property is not being used by the Applicant the Applicant must suspend the chain between the two posts to hinder use of the Project by others or the public.
8. The uses on the Property shall adhere to the narrative provided by the Applicant on June 13, 2024 and the approved site plan. Substantial modifications of these plans would require an amendment to this permit.

PASSED and ADOPTED by the Town Board of Vermillion Township this 11th day of July, 2024.

VERMILLION TOWNSHIP


Larry Ring, Town Chair

ATTEST:


Cynthia Ladzun, Town Clerk

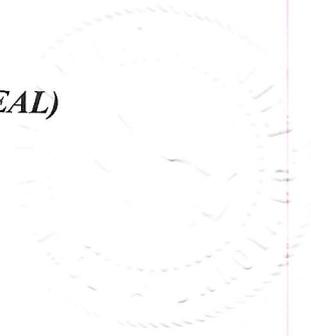
CERTIFICATION

Cynthia Ladzun, Town Clerk of Vermillion Township, Dakota County, Minnesota, certifies that on July 11, 2024, at a regularly held meeting of the Town Board, the foregoing resolution was duly adopted and this copy is a true and correct copy of the resolution adopted at that meeting.

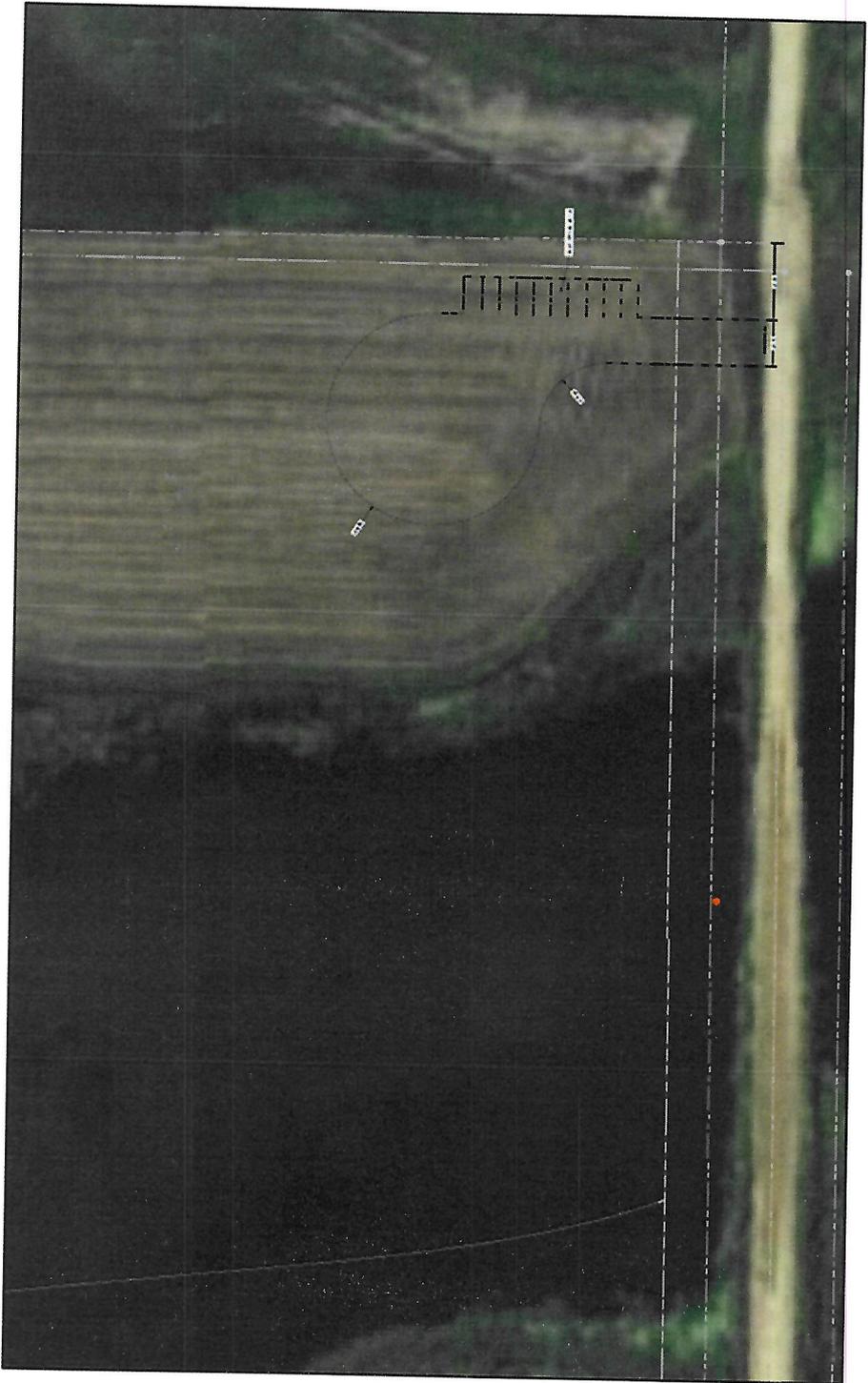


Cynthia Ladzun, Vermillion Town Clerk

(SEAL)



DRAFTED BY:
CAMPBELL KNUTSON,
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000
LCMK



ISO #200
MULTI-SITE
MONUMENT SIGNS

FOR THE DESIGN OF
MONUMENT SIGNS
FOR THE DESIGN OF
MONUMENT SIGNS
FOR THE DESIGN OF
MONUMENT SIGNS



BOLTON & MENK
LANDSCAPE ARCHITECTS
AND ENGINEERS
1000 W. 10TH ST. SUITE 100
DENVER, CO 80202

NATURE
PRESERVE
SITE PLAN

EX 2



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

Applicant's Narrative

The Applicant, Hastings Public Schools (Independent School District No. 200)(the "District") is the owner of 53.7 acres of property in the Town located on 180th Street East between Fischer Avenue and Goodwin Avenue (the "Property").

About the Property

The Property is encumbered by a permanent natural area conservation easement that is held by Dakota County. The Property contains a wildlife habitat that includes an open water pond and wetland area. Many species of migrating birds can be found on the Property.

Zoning of the Property

The Property is zoned Agricultural Preservation. "Institutional Use" is a conditional use in the Agricultural Preservation District. The definition of an "Institutional Use" in the Code is the use of land under public or semi-public ownership which provides a benefit of service to the public. Institutional uses include schools.

The District's Use of the Property

The District plans to use the Property as follows:

- The District's students will visit the Property for educational purposes.
- The students will be on the Property no earlier than 7:00 a.m. and no later than 3:00 p.m. on weekdays.
- The students will only be on the Property during the months of September, October, April and May.
- The maximum number of visits by the students will be approximately 12 in the fall and 12 in the spring.
- The maximum number of buses on-site will be one at any given time.
- If the students are able to drive, there may be cars instead of a bus.

Some of the learning opportunities available to the students on the Property are:

Grades K-4 - field trips to support grade level science standards (there would be two grade school classes on the Property at a time).

Grades 5-8 – field trips for students for a variety of learning opportunities, including students learning to be "outdoors" without leaving a trace, preserving the natural beauty for future students to enjoy; students learning to utilize the natural environment for hands-on learning experiences / field trips; students collecting data on weather patterns, water quality, wildlife populations; and students using the natural environment to foster nature themed art projects.

Grades 9-12 – field trips for students taking the District's Wildlife Biology course or the Natural Resource course.

The District's Request

Prior to COVID, the District did have some groups of high school students visiting the Property as part of the District's educational programs. They were carpooling and parking on the street. The District would like to add a small gravel parking lot on the Property that would allow space for one bus to park. This is for safety reasons so that the students coming to the Property do not need to exit the bus on the road, park their vehicles on the road, or cross the road in order to access the Property.

In addition to adding the parking lot, the District would like to add an “interpretive sign” for students to learn about the Property. The sign would include information about the persons who donated the Property to the District and what wildlife can be seen on the Property.

Because a parking area and a sign are considered to be accessory uses, they must be accessory to a principal use. In this case, the principal use would be the “Institutional Use” which the District would obtain through receiving a conditional use permit from the Town.

As previously stated, the Property is subject to a “permanent natural area conservation easement” that is held by Dakota County. The terms of the easement require the Property to permanently remain in its natural state as natural open space. In order to install a parking area or a sign, the District would need to obtain permission from the County. The District has discussed these improvements with the County and the County is supportive of these improvements.

Vermillion Land Photos



Vermillion Land Photos



Building Construction Fund Projects as of 7/31/2024

	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	-	-	-	-	-	2,591,604	Interest Earnings
Subtotal	43,297,541	40,810,874	40,806,874	3,100,370	1,799,441	182,460	

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

	A	B	C	D	E	A-C-D-E	
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	264,404	65,842	16,847	229,375	In Process
Interior Locks Allowance-Door Hardware Upgrades	420,000	353,853	225,179	34,059	2,026	158,737	In Process
High School Deferred Maintenance (Storefront/Shower Valves)	236,461	216,158	63,152	36,172	242	136,895	In Process
Grounds/Site Improvements	500,000	498,600	369,504	29,883	-	470,117	In Process
Middle School Pod Redesign	235,000	-	-	-	-	235,000	In Process
High School TuckPoint (split from HS Deferred Maintenance)	265,000	230,865	8,773	-	284	264,716	In Process
Subtotal	2,740,138	2,082,906	931,012	199,400	19,399	1,968,604	

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

	A	B	C	D	E	A-B-D-E	
High School Student Entrance Bollards	5,000	-	-	-	-	5,000	In Design
Nature Preserve Gravel Parking Lot & Monument Sign	95,000	-	-	-	9,100	85,900	In Design
Subtotal	100,000	-	-	-	9,100	90,900	

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

Other District Projects	A	B	C	D	E	A-B-E	
Technology Improvements	2,529,625	-	-	-	2,517,703	11,922	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	-	-	-	3,065,690	163,935	

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

Total	49,367,304	42,893,780	41,737,886	3,299,771	4,893,629	2,405,900	
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Complete and In Process (does not include contingency)	52,569,367
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



ISD 917 BOARD NOTES

AUGUST 6, 2024 BOARD MEETING

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 ISD 917 2024-2025 Staff Handbook/Culture Guide
- Reviewed ISD 917 2024-2025 Student Handbooks for Special Education and Secondary Programs
- Reviewed Temporary Employee Report
- Reviewed 2024-2026 School Resource Officer (SRO) Contract with Alliance Education Center and Lebanon Education Center and Dakota County Sheriff's Office
- Reviewed policies
 - Policy 102 - Equal Educational Opportunity
 - Policy 104 - Mission Policy
 - Policy 207 - Public Hearings
 - Policy 413 - Harassment and Violence
 - Policy 521 - Student Disability Nondiscrimination
 - Policy 603 - Curriculum Development
- Discussion on AESA Conference
- Updates from Member Districts





ISD 917 BOARD NOTES

AUGUST 6, 2024 BOARD MEETING

REGULAR BOARD MEETING

COMMUNICATIONS

- Approved Consent Items:
 - 7/9/24 ISD 917 School Board Meeting minutes
 - Personnel Report:
 - New Hires:
 - Effective 8/20/24:
 - Rhonda Bulger, Licensed School Nurse
 - Rebecca Hennessey, Teacher
 - Karleen Sherman, Reading Specialist
 - Rosalie Palan, School Psychologist
 - Ann Strom, School Social Worker
 - Nathan Tuma, School Counselor
 - Effective 8/28/24:
 - Katherine Filas, Sign Language Interpreter
 - Marie Kuegah, Program Support Professional
 - Effective 9/9/24:
 - Katherine Utter, School Social Worker
 - Re-Hires:
 - Effective 8/28/24:
 - Keith Malone, Educational Support Professional
 - Change in Status:
 - Effective 8/28/24
 - Amy Rensch, Teacher to Education Support Professional
 - Leaves of Absence:
 - None
 - Resignations & Terminations:
 - Effective 7/11/24:
 - Cassidy Williams, Mental Health Professional
 - Effective 7/15/24:
 - Ashley Mark, Education Support Professional
 - Effective 7/16/24:
 - Laurel Larson, Education Support Professional
 - Effective 7/30/24:
 - Mollie Peltier, Education Support Professional
 - Amy Blaschka, Mental Health Professional



ISD 917 BOARD NOTES

AUGUST 6, 2024 BOARD MEETING

- Effective 7/31/24:
 - Robin Maupin, Education Support Professional
- Effective 8/1/24:
 - Isabel Logan, Education Support Professional
 - Machayla Millhouse, Education Support Professional
- Retirements:
 - None

STEWARDSHIP

- Approved bills
- Approved wire transfers
- Approved investment reports

COLLABORATION

- Reviewed ISD 917 2024-2025 Staff Handbook/Culture Guide
- Reviewed ISD 917 2024-2025 Student Handbooks for Special Education and Secondary Programs
- Approved Temporary Employee Report
- Approved 2024-2026 School Resource Officer (SRO) Contract with Alliance Education Center and Lebanon Education Center and Dakota County Sheriff's Office
- Approved policies
 - Policy 102 - Equal Educational Opportunity
 - Policy 104 - Mission Policy
 - Policy 207 - Public Hearings
 - Policy 413 - Harassment and Violence
 - Policy 521 - Student Disability Nondiscrimination
 - Policy 603 - Curriculum Development
- Closed session to review Superintendent Evaluation



CONNECTIONS

News from the Association of Metropolitan School Districts

August 2024
Volume 21
Number 10

Fridley Public Schools Successfully Addresses Staffing Challenges with International Talent

August 23, 2024 Executive/Legislative Committee Meeting

7:30 a.m. - 9 a.m.
Anderson Center
Bethel University
Arden Hills

September 6, 2024 Board of Directors Meeting

7 a.m. - 9 a.m.
Quora Education Center
NE Metro 916
Little Canada

September 27, 2024 Executive/Legislative Committee Meeting

7:30 a.m. - 9 a.m.
Anderson Center
Bethel University
Arden Hills

October 4, 2024 Board of Directors Meeting

7 a.m. - 9 a.m.
Quora Education Center
NE Metro 916
Little Canada



Fridley Public Schools (FPS), like many districts, has struggled to fill vacancies, especially in special education. After various recruitment methods, FPS decided to sponsor teachers through the H-1B visa program. This program enables employers throughout the United States to sponsor international talent that is considered experts in their field in their home country.

Initially, FPS sponsored international talent for special education teacher vacancies and one fifth-grade teaching position.

However, daily substitute vacancies and long-term positions remained a challenge. This resulted in teachers having to work through their planning periods, adding additional students to classrooms, and pulling other staff from their daily duties to cover these absences. Consequently, students did not have optimal learning environments, and our staff felt stretched too thin. Principals also felt stressed, not knowing if we would be able to fully fill the daily/longer-term absences. FPS then began filling building substitute vacancies through international talent.

As the fall progressed, we felt well-staffed in the area of teaching vacancies but struggled with filling paraeducator vacancies, particularly in special education. FPS was able to use an H-3 special education exchange visitor trainee visa to fill all of the special education paraeducator vacancies. During the 2023-2024 school year, the international visa program enabled FPS to have a staffing model that fully filled existing vacancies while significantly helping to address

Continued on page 2

I am honored to have the opportunity to serve as the chair of AMSD for the 2024-25 school year and I look forward to working with my AMSD colleagues over the next year. Preparation for the important 2025 legislative session, when the biennial budget will be adopted, begins now. This month's research article highlights AMSD's Election Guide and stresses the importance of engaging in the electoral process. Please share the guide with your colleagues, parents, and community members and urge them to get involved. Thank you for your commitment to the transformation of public education and best wishes for a successful start to the school year!

From the AMSD Chair, Laura Oksnevad, St. Anthony-New Brighton Board Member

FPS Welcomes Diverse International Talent and Expands Special Education Programs

Continued from page 1

short-term and long-term absences through coverage by building substitutes.

Our H-3 special education exchange visitor trainee program, as well as our building substitutes hired through our H-1B program, serve as one of our pipeline programs for the “grow your own” initiative. As a recipient of the Adult Pathway Grant, FPS can fund both domestic and international talent to pursue a Master’s in Special Education, covering full tuition and providing housing stipends. Additionally, the Come Teach in Minnesota grant offers \$5,000 for international and domestic teachers of color who move to our district from out of state or out of the country to offset some of their moving costs to come to FPS.

The international talent program has significantly improved services for students with disabilities. With a fully staffed team, FPS expanded programming for students with disabilities. FPS is very excited to open VISTA, a new Setting IV program (Valuing Individual Student Talents and Abilities). Our district was in a position where we had a small number of students that would be best served in a Setting IV program. We were able to re-envision our Alternative Learning Center (ALC) and move it into our high school building. This allowed us to renovate the former ALC into our Setting IV program. We are absolutely thrilled to be fully staffed within our VISTA program and are able to serve students in grades K-12 who are best served in a Setting IV.



For the 2023-2024 school year, FPS welcomed 26 international staff, and we expect an additional 40 international staff joining us for 2024-2025, with representation from

- Philippines
- China
- Ghana
- Zimbabwe
- Brazil
- Nigeria
- Kenya
- India

This diversity enriches and strengthens our commitment to our International Baccalaureate Programme, which serves all PreK-12 students, making it the only district in Minnesota to offer the full IB continuum (PYP, MYP, DP, and CP) for PreKindergarten through Grade 12.

The visa programs that FPS utilizes offer us the ability to eventually sponsor our teachers to become permanent residents. This allows our district to have long-term staffing solutions. Our international talent comes to FPS with many years of teaching experience, most as special education teachers. The majority of our teachers also come to us with Master’s Degrees and beyond in teaching. Our school district and the community of Fridley have embraced our international talent. Our staff helps our talent with provisioning housing for them through donated items, greeting them at the airport, and helping them to settle into life here in Fridley both professionally and personally.

Fridley Public Schools has made significant strides in addressing staffing challenges by leveraging international talent through various visa programs. This innovative approach not only fills critical vacancies but also enriches our educational environment with diverse perspectives and expertise. As we look ahead, FPS is committed to continuing our support for both international and domestic talent, ensuring that our students receive the highest quality education in an inclusive and well-resourced setting. We are proud of our accomplishments and excited about the future as we build a robust and dynamic community dedicated to excellence in education.

This month’s member feature was submitted by Brenda Lewis, Ph.D., Superintendent, Fridley Public Schools.

AMSD Releases 2024 Election Guide

With nearly two dozen Minnesota House members retiring or stepping down in 2024, and with one Senate seat on the ballot in an evenly divided Senate, the November election will determine which party controls each body in the 2025 session. Regardless of which party wins control, there will be many new faces in the House when the Legislature convenes the 2025 session on January 14, 2025.

- [LINK: View the Legislative Retirements compiled by the Minnesota Legislative Reference Library](#)

Those elected will determine the funding level for schools for the next two years, as well as significant education policy issues.

As in years past, AMSD has compiled an Election Guide to provide supporters of public schools — from school board members and administrators to parents, families, candidates, and members of the public — with research, data, and education funding trends.

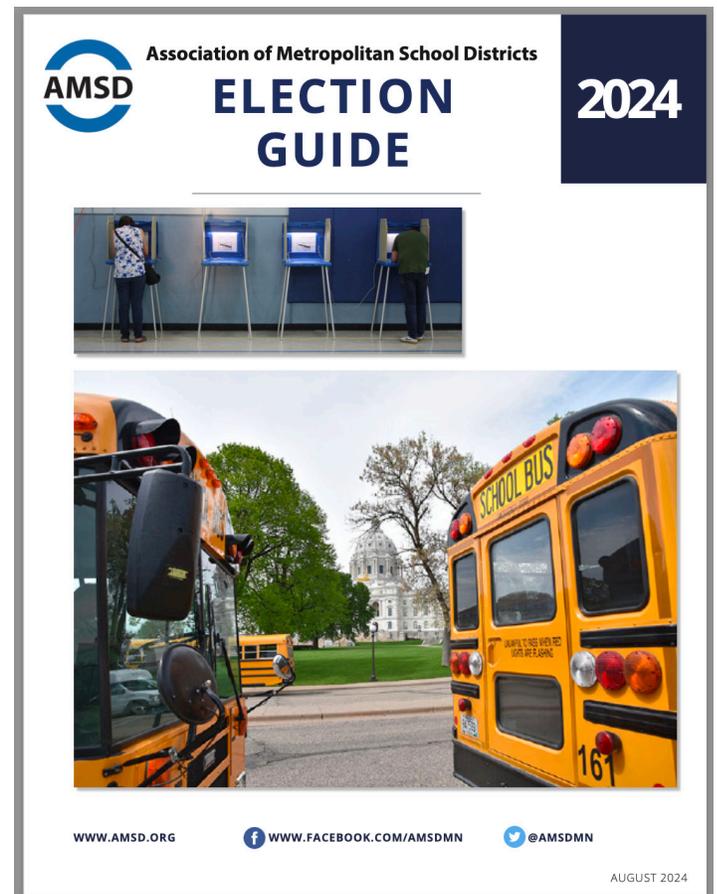
The guide summarizes recent legislative action, as well as provides information to evaluate legislative candidates' positions on education issues, and sample questions to pose to candidates to find out where they stand on important issues and policies.

The guide also addresses the question of why school districts continue to face budget challenges after a significant increase in funding was approved in the 2023 session. A confluence of factors has created a challenging fiscal environment for many school districts:

- **Key funding streams continue to lag behind inflation**
- **Historic new requirements and expectations for school districts**
- **Historic inflation and staffing shortages**
- **A federal funding fiscal cliff**
- **Enrollment fluctuations**

The guide also includes data from the recently released FY23 Special Education Cross-Subsidy Report to the Legislature. The report shows a FY23 statewide cross-subsidy of more than \$726 million — with more than two-thirds (\$497 million) of that total in AMSD member districts. The “Special Education Cross-Subsidy” occurs when school districts are forced to use general fund revenue meant for regular classroom instruction to cover mandated special education costs that are not funded by the state and federal government. The 2023 education bill made tremendous progress toward reducing the cross-subsidy, but a significant shortfall remains.

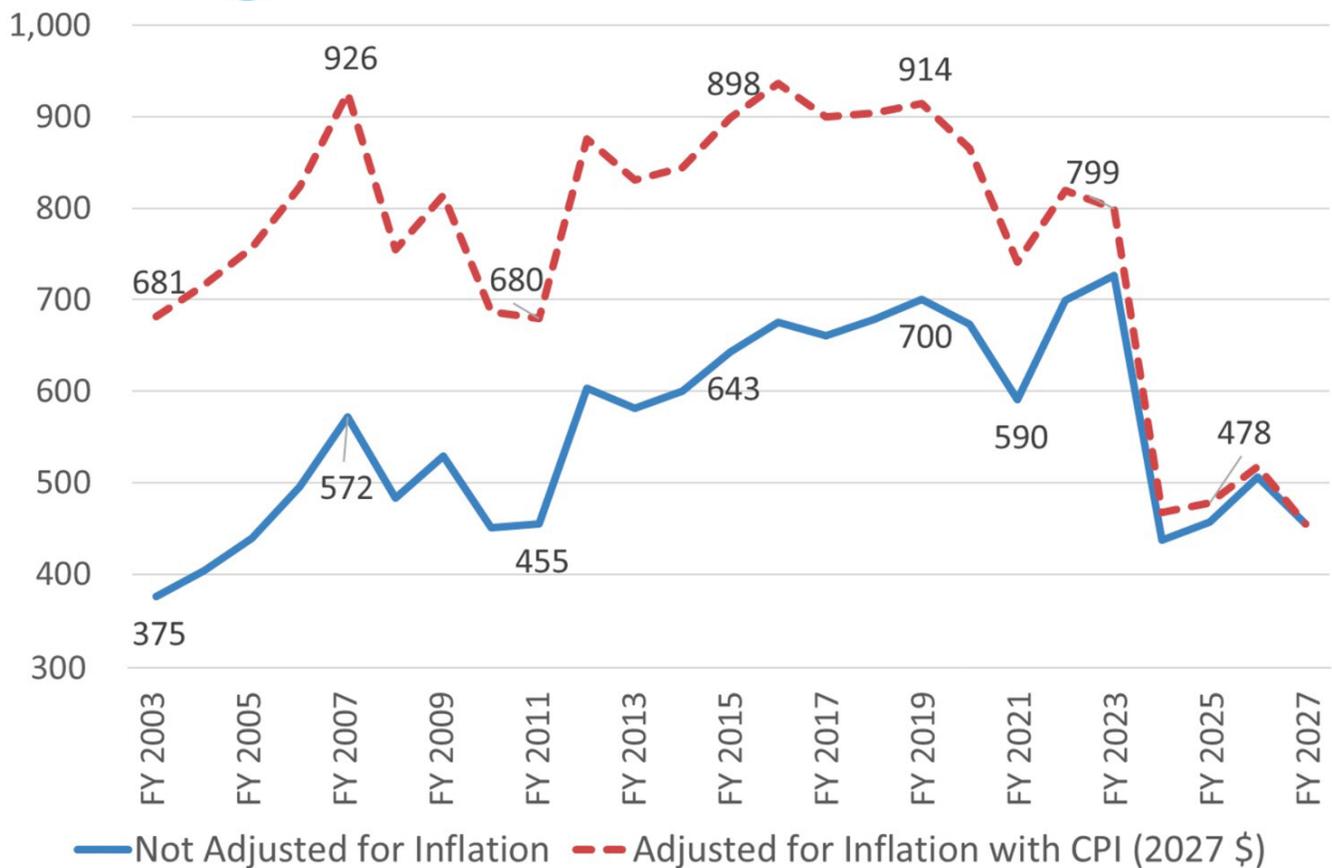
As the graph below shows, MDE projects that the FY24 cross-subsidy will decline to \$437.1 million, then increase to \$506.1 million by FY26, before dropping to \$455.3 million in FY27 when cross-subsidy reduction aid increases to 50 percent.



Progress Made Toward Reducing Special Education Cross-Subsidy

Continued from page 3

AMSD Special Education Cross-Subsidy (\$Millions)



Source: Minnesota Department of Education, July 2024

The guide also includes links to AMSD position papers and other legislative resources and research that AMSD uses throughout the session to advocate for our school districts and inform legislators.

AMSD represents 47 greater metropolitan area and regional center school districts, and six intermediate / cooperative districts — collectively enrolling well more than half of all public school students in Minnesota.

- [LINK: View the AMSD 2024 Election Guide](#)
- [LINK: Minnesota Secretary of State Office](#)
- [LINK: View Candidate Filings in Minnesota](#)

Community Collaboration Committee

Preparation meeting: 8/14/2024 at 5:00 p.m. at the District Office

Committee Members Present:

- Chair: Director Jenny Wiederholt-Pine
- Director Matt Bruns
- Director Philip Biermaier

Meeting Minutes:

Round table topics for September 17, 2024:

- Student Safety
 - Water
 - Middle School remodel project
 - Behavior policy
- Engage Learners - New cell phone policy
 - State mandate
 - Timeline
 - Effective date
 - Research from toolkit
- Communication methodology to develop further collaboration
 - How do you give feedback?
 - How do you learn about the district?
- Future topics / feedback
 - Community process for board member behavior
 - Survey Results
- Future meeting dates – Lecture Hall at High School at 6:00 p.m. – 8:00 p.m.
 - September 17, 2024
 - January 22, 2025
 - April 17, 2025

Facilities Committee Meeting Summary:

Friday, August 9, 2024

8 am

Attendees: Dr. Tammy Champa, Mark Zuzek, Melissa Millner, Jen Seubert, Scott Stockdale

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.

Frequency of meetings:

Quarterly - Fridays at 8 am

Upcoming meeting date:

November 1

Meeting topics:

1. Summer LTFM Projects Update

- a. Scott Stockdale was introduced as the new Director of Facilities and Safety
- b. He went through the 2024-2025 projects that are in progress and explained that there are some he is gathering clarification on due to being new in the position.
- c. Corridor changes at middle school may suffer some delays - door frames delayed

2. Gender Neutral Restroom Grant Update

- a. The grant that Dr. Champa and Director Seubert wrote was approved to help cover a small portion of the legislatively required bathroom changes
- b. Kennedy School building starting May or June 2025 with completion during the summer.
- c. A working group will be developed in the Fall to complete the required initial assessment

3. Nature Preserve - Possible Budget Reallocation

- a. A bus option to the Nature Preserve has been canceled due to updated weight restrictions being placed on the road to the preserve by Vermillion Township
 - i. Due to this, the committee will recommend the board not pursue the previously discussed parking lot
 - ii. These funds will be re-allocated due to not moving forward on this project

4. Solar Projects Update

- a. The contract is currently with legal for review
- b. At the August or September board meeting, Ideal Energies will provide a project update and the contract will be an action item for approval

5. Landscaping projects going quite well at all locations -everything is looking very nice!

6. Future Meeting Topics

- a. Middle School Tennis Courts
- b. Lighting of High School Tennis Courts



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 August 1, 2024 Meeting

- I. Attendance
- II. District Updates
 - A. Native American Liaison has accepted the position!
 - B. Planning for Indigenous People's Day is the initial priority for the District work between
- III. Committee Updates
 - A. \$75,000 in 2024-25 award estimate for AIEA
 - B. Need to collaborate to ensure an accurate AI Student count for 2024-25
 - C. Begin anticipating the number of graduates for 2025
 - D. Planning for a presence
 1. Hastings High School Open House
 2. Raider Set Go!
 - E. Timeline for Events
 1. October Family Night
 2. Beading/Sewing Nights
 3. Winter Storytelling Night
 4. Graduate Honoring Ceremony
 - F. 506 Forms for Title VI supports
 - G. In partnership with the Pleasant Hills Library & Dakota County Libraries, NAPAC is hosting a Native American author event.
- IV. Upcoming Dates
 - A. **Wednesday, August 28, 5-7 PM:** Hastings High School Open House:
 - B. **September 3 & 4:**
 1. Raider, Set, Go!
 2. Elementary Sites
 - C. Next NAPAC Meetings
 1. **Thursday, September 5, 2024:** MDE has been invited to attend

2. Thursday, October 3, 2024

D. October 8, 2024: NAPAC Fall Family Night

E. October 14, 2024:

1. Indigenous Peoples' Day
2. Native American author event on October 8, 2024, time TBD



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 students to serve on the school board.

SSBC Meeting Summary **July 31, 2024 & August 7, 2024**

In Attendance: Superintendent Champa, Matt Bruns, Jessica Dressely, and Melissa Millner

During these two meetings the committee discussed topics related to onboarding, SSBC Procedure, interview guide, seating ideas for September and watched videos of “student activity reports”. The onboarding date is set and we can expect to welcome these new student school board representatives during our regular board meeting in September.

Videos

Committee discussion: viewed three videos of *student representatives providing student activities reports during board meetings*/ add these videos to onboarding resources

Interview questions

Committee discussion: finalized the questions on the interview guide

Committee Procedures

Committee discussion: 220.1PR for board consideration

- [220.1PR Student School Board Committee \(SSBC\) Procedure](#)

Onboarding/Training

Committee Discussion: Allowing Student Reps to create some of their own operating procedures & norms also providing guardrails/ expectations of the board. Adding the following to onboarding materials- Governance vs Management, district website navigation, meeting procedures and norms, student report expectations, student rep. meetings, acronyms, communication guidelines and email addresses of board members and building administrators.

- Creating a portfolio folder for each student representative containing helpful printed information
- Student Representatives providing the onboarding/training to incoming Representatives in May 2025



220.1PR STUDENT SCHOOL BOARD COMMITTEE (SSBC) PROCEDURES

I. COMMITTEE

A. Membership and Goal

1. January: school board chair appoints three members of the school board and designate the committee chair for the Student School Board Committee (SSBC);
2. Goal: identify up to four (4) students (two sophomores and two juniors) to serve a one year term as student representatives during the subsequent academic year..
3. To achieve this goal, the committee will:
 - a) Review applications and supporting documents;
 - b) Establish interviewing team, two committee members & high school principal to conduct interviews;
 - c) Use the established rating system and interview guide;
 - d) Committee will announce the recommendations to the board during the regular board meeting in May; and
 - e) Committee members will protect the identity of student candidates throughout the entire process.

B. Meetings

1. The committee members will set a schedule for one (1) meeting per month from February to May and one additional meeting during the summer months;
2. The committee chair is responsible for creating and providing meeting agenda prior to each meeting and also for creating a meeting summary after each meeting;
3. Meeting summaries will be shared with the board at each regular board meeting;
4. SSBC shared Google Drive Folder will be maintained as a record of the committees work, all committee members shall have access to the shared folder, and at a minimum the folder will contain meeting agendas, meeting summaries, selection procedure and appointment process documents;

C. Mentorship

1. School board members will be assigned by the board's chair to mentor student

representatives;

2. Mentorship begins in May and will continue until the end of the student's term; and
3. Mentors will provide onboarding using the School Board Member Handbook during the summer preceding the academic year of the student school board member(s) term.

II. APPLICATION

A. Application

1. Application questions will remain the same each year, until or unless new questions are recommended;
2. Work with administrative assistant to ensure the application is posted to the district website;
3. Applications will open on March 1 and close at 5 PM on March 31; and
4. Announcements "Application is Now Open" messaging should be sent to the high school principal, school board members, superintendent, and administrative assistant for district announcements (board members utilize social media to help spread the word).

B. Qualifications

1. Must submit an application, permission slip signed by a parent/guardian, and a recommendation letter from an educator within the district (if the application is missing any of these 3 documents, the applicant is disqualified and will not be interviewed);
2. Must be a sophomore or junior at Hastings High School or Hastings Alternative Learning Center and must be enrolled for the upcoming school year;
3. Must be making satisfactory progress towards graduation to be considered for an interview (Hastings High School principal or designee will determine whether a candidate meets this criteria); and
4. Must have a desire and willingness to represent all students in the district.

C. Application Review

1. Committee members will review applications and recommendation letters from April 1 to the school board's scheduled working session in April (students must be making satisfactory progress towards graduation);

2. All students meeting the four qualifications listed above will be offered an interview. Candidate list will be sent to the high school principal and/or designee, the day after the April working session; and
3. During the April working session, the committee will confirm the number of students that will be offered interviews.

III. INTERVIEW

A. Notification

1. High school administration will send candidates an email invitation to schedule an interview (If student is unavailable to interview in person, a zoom interview will be offered); and
2. All communications will be sent to the students' ISD 200 email account.

B. Time, Place, and Location

1. Interviews will be scheduled between mid-April and mid-May. Interviews will be conducted during the school day at Hastings High School (location will be communicated within the invitation email);
2. Interviewing team includes the high school principal and two school board members from the Student School Board Representative Committee; and
3. Interviews will last approximately 20 minutes.

C. Selection

1. Each member of the interviewing team will complete the "Interview Guide" document for each student, and rate each students' answers using the 1-4 rating scale;
2. After all students are interviewed, each student will have three "Interview Guide" scores;
3. The interviewing team will create a combined total score for each student, by combining the scores from all three "Interview Guides";
4. Using the combined total scores, the committee will identify the top two scoring sophomores and the top two scoring juniors;
5. During the May working session, the committee will update the board to indicate if four students have been identified to serve; and

6. The committee will contact students by phone call offering them the position and invite them to the May Regular Board meeting for official announcement and introduction to the school board.

IV. ONBOARDING

- A. The committee will provide one onboarding opportunity for student representatives during August.

Cross References: ISD 200 Policy 220
Interview Guide

Reviewed:



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: August 8, 2024 at 11am

August 8, 2024 Summary

[Review Cycle Tracker](#)

Committee Summary

The policy committee reviewed 5 policies and 1 form that will be detailed in the readings that follow. The committee discussed Policy 514 Bullying Prohibition Policy and determined that this policy will be brought to the entire board for discussion during our September 10, 2024 Working Session.

- Next Policy Committee Meeting: September 6, 2024 at 11am

1st Readings

516 Student Medication

- Committee Discussed: Every section of this policy was updated to align with the MSBA model policy (except Section (V), which was revised in July 2024 due to legislative update)
 - Committee Recommendation: *1st Reading*

516.5 Overdose Medication

- Committee Discussed: This is a new ISD 200 policy, the committee is recommending adopting MSBA model policy 516.5 using standard 3 reading process
 - Committee Recommendation: *1st Reading*

Form

514.1FRM Bullying Report Form

- Committee Discussed: Form format corrected. This is an administrative form and it does not require board action
 - Committee Recommendation: *Consent Agenda*

Follow Up from July 31, 2024

507 Corporal Punishment and Prone Restraint

- Committee Discussed: Since 2nd reading, legislative revisions were made/ no additional changes
 - Committee Recommendation: *3rd Reading/ Consent*

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

- Committee Discussed:
 - Section XV: Added paragraph “*The school board directs the superintendent and school district*”

administration to establish rules and procedures regarding student possession and use of cell phones in schools. These rules and procedures should seek to minimize the impact of cell phones on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or similar criteria.”

- Section XV(B): legal recommends replacing current language with “*If the school district has reasonable suspicion that a student’s cell phone or other electronic communication device contains evidence that the student has violated a school policy, rule, or law, the school district may search the device.*”
 - Committee Recommendation: ***Individual Action with approved revisions***

August 28, 2024 Board Meeting

Ist Readings:

516 Student Medication
516.5 Overdose Medication

2nd readings:

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

Legislative Updates/ Individual Action

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

Consent Agenda:

514.1FRM Bullying Report Form

- 3rd Reading/ Action
 - 507 Corporal Punishment and Prone Restraint
 - 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



516 STUDENT MEDICATION AND TELEHEALTH

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering nonemergency prescription medication to students at school. ~~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 school district acknowledges that some students may require prescribed drugs or medication or telehealth during the school day. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

~~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. Administration of Drugs and Medicine ~~CONSENT TO GIVE MEDICATIONS~~

1. The administration of medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
2. Drugs and medicine subject to Minnesota Statutes, 121A.22 must be administered, to the extent possible, according to school board procedures that must be developed in consultation with:
 - a. with a licensed nurse, in a district that employs a licensed nurse under Minnesota Statutes, section 148.171;
 - b. with a licensed school nurse, in a district that employs a licensed school nurse licensed under Minnesota Rules, part 8710.6100;
 - c. with a public or private health-related organization, in a district that contracts with a public or private health or health-related organization, according to Minnesota Statutes,

121A.21; or

- d. with the appropriate party, in a district that has an arrangement approved by the Commissioner of the Minnesota Department of Education, according to Minnesota Statutes, 121A.21.

3. Exclusion

The provisions on administration of drugs and medicine above do not apply to drugs or medicine that are:

- a. purchased without a prescription;
- b. used by a pupil who is 18 years old or older;
- c. used in connection with services for which a minor may give effective consent;
- d. used in situations in which, in the judgment of the school personnel, including a licensed nurse, who are present or available, the risk to the pupil's life or health is of such a nature that drugs or medicine should be given without delay;
- e. used off the school grounds;
- f. used in connection with athletics or extracurricular activities;
- g. used in connection with activities that occur before or after the regular school day;
- h. provided or administered by a public health agency to prevent or control an illness or a disease outbreak as provided under Minnesota law;
- i. prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
 1. the school district has received a written authorization each school year from the pupil's 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.

In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional 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.

If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers.

- j. epinephrine auto-injectors, consistent with Minnesota Statutes, section 121A.2205, if the parent and prescribing medical professional annually inform the pupil's school in writing that
 - 1. the pupil may possess the epinephrine or
 - 2. the pupil is unable to possess the epinephrine and requires immediate access to epinephrine auto-injectors that the parent provides properly labeled to the school for the pupil as needed.
- k. For the purposes of Minnesota Statutes, 121A.22, special health treatments and health functions, such as catheterization, tracheostomy suctioning, and gastrostomy feedings, do not constitute administration of drugs or medicine.
- l. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy.

~~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. Prescription Medication ~~MEDICATION CONTAINERS~~

- 1. An "Adminstrating Prescription Medications" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical

cannabis as defined in Minnesota Statutes, section 152.22, subdivision 6.

2. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law and must be administered in a manner consistent with the instructions on the label.
3. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
4. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Paragraph III.A.3(i) above), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
5. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
6. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
7. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
8. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.

~~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. Nonprescription Medication ~~STORAGE AND TRANSPORTATION OF MEDICATION~~

A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian 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 if the school district determines that the student is abusing the privilege. 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. Except as stated in this paragraph, only prescription medications are governed by this policy.

~~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. Possession and Use of Epinephrine Auto-Injectors ~~DOCUMENTATION OF MEDICATION~~

At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:

1. possess epinephrine auto-injectors; or
2. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

For the purposes of this policy, "instructional day" is defined as eight hours for each student contact day.

health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's Section 504 plan.

Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel, including a licensed nurse, to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with Minnesota Statutes, section 121A.2207 is not the practice of medicine.

Effective July 1, 2024, registered nurses may administer epinephrine auto-injectors in a school setting according to a condition-specific protocol as authorized under Minnesota Statutes, section 148.235, subdivision 8. Notwithstanding any limitation in Minnesota Statutes, sections 148.171 to 148.285, licensed practical nurses may administer epinephrine auto-injectors in a school setting according to a condition-specific protocol that does not reference a specific patient and that specifies the circumstances under which the epinephrine auto-injector is to be administered, when caring for a patient whose condition falls within the protocol.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

E. Sunscreen

A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

F. Procedure regarding unclaimed drugs or medications

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.
2. If the unclaimed or abandoned prescription drug is not a controlled substance as

defined under Minnesota Statutes, section 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.

3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

~~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.¶¶~~

~~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.¶¶~~

- ~~4. 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."¶¶~~
- ~~5. 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.¶¶~~
- ~~6. The District will obtain a standing order for Narcan (naloxone) by a licensed medical prescriber and update as needed.¶¶~~

- ~~7. Stock Narcan (naloxone) will be clearly labeled and stored in a secured location that is accessible by trained staff.¶¶~~
- ~~8. Health Services and School Administration will identify appropriate staff to be trained annually at each school site.¶¶~~

~~G. 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:~~

- ~~1. the school district has received a written authorization from a licensed prescriber and the parent permitting the student to self-administer/carry the medication;~~
- ~~2. the non-syringe injector of epinephrine 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/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.~~

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. § 13.32 (Educational Data)*
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.216 (Access to Space for Mental Health Care through Telehealth)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)
Minn. Stat. § 148.171 (Definitions; Title)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Rule 8710.6100 (School Nurse)
20 U.S.C. § 1400 et seq. (Individuals with Disabilities Education Act)
29 U.S.C. § 794 et seq. (Rehabilitation Act of 1973, § 504)

~~*Minn. Stat. § 120A.00 (Admission to Public School)¶*~~

~~*Minn. Stat. § 120A.22 (Compulsory Instruction)¶*~~

~~*Minn. Stat. § 120B.12 (Read Act Goal and Interventions)¶*~~

~~*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 418 (Drug-Free Workplace/Drug-Free School)*

~~*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: 08.08.2024

Policy Adopted : 07.31.2024

Policy Revised : 07.01.2024



516.5 OVERDOSE MEDICATION

~~[Note: School districts are not required to adopt a policy on the use of emergency drugs for the treatment of drug-related overdoses. School districts and their employees are legally permitted to purchase, store, and administer Naloxone (Narcan) in response to an opiate overdose in schools and those who do assist with such administration are immune from civil liability as well as exempt from criminal prosecution from possession, use, etc. of a prescription medication, particularly to an individual to whom it was not prescribed. The provisions of this policy outline the requirements of the law with respect to the use of Naloxone (Narcan) in schools.]~~

I. PURPOSE

As a means of enhancing the health and safety of its students, staff and visitors, the school district will acquire, administer, and store doses of an opiate antagonist, specifically Naloxone (Narcan)¹, and administration devices or kits for emergency use to assist a student, staff member, or other individual believed or suspected to be experiencing an opioid overdose on school district property during the school day or at school district activities.

II. GENERAL STATEMENT OF POLICY

The school board authorizes school district administration to obtain and possess opioid overdose reversal medication, such as Naloxone to be maintained and administered to a student or other individual by trained school staff if the staff member determines in good faith that the person to whom the medication is administered is experiencing an opioid overdose. Authorization for obtaining, possessing and administering Naloxone or similar permissible medications under this policy are contingent upon: 1) the continued validity of state and federal law that permit a person who is not a healthcare professional to dispense an opiate antagonist to the school district and its employees by law; 2) that the school district and its staff are immune from criminal prosecution and not otherwise liable for civil damages for administering the opiate antagonist to another person who the staff member believes in good faith to be suffering from a drug overdose; and 3) the availability of funding either from outside sources or as approved by the school board to obtain and administer opioid overdose reversal medication.

III. DEFINITIONS

- A. **“Drug-related overdose”** means an acute condition, including mania, hysteria, extreme physical illness, respiratory depression or coma, resulting from the consumption or use of a controlled substance, or another substance with which a

¹ Naloxone is the medication that reverses an opioid overdose. Narcan® is the brand name for the intranasal applicator (nasal spray) form of naloxone. Naloxone usually refers to an intramuscular (IN+M) naloxone form that comes in a vial and is administered with a syringe, normally dispensed as an “IM kit.”

controlled substance was combined, and that a layperson would reasonably believe to be a drug overdose that requires immediate medical assistance.

- B. **“Naloxone Coordinator”** is a school district staff person or administrator appointed to monitor adherence to protocols outlined in this policy and referenced procedures. The Naloxone Coordinator is responsible for building-level administration and management of Opiate Antagonist medications and supplies. The school district’s Naloxone Coordinator is [insert title of staff person appointed as coordinator].
- C. **“Opiate”** means any dangerous substance having an addiction forming or addiction sustaining liability similar to morphine or being capable of conversion into a drug having such addiction forming or addiction sustaining liability.
- D. **“Opiate Antagonist”** means naloxone hydrochloride (“Naloxone”) or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of a drug overdose.
- E. **“Standing Order”** means directions from the school district’s medical provider that sets forth how to house and administer Naloxone or other Opiate Antagonist medications to students, staff members or other individuals believed or suspected to be experiencing an opioid overdose. This Standing Order should include the following information:
 - 1. Administration type
 - 2. Dosage
 - 3. Date of issuance
 - 4. Signature of the authorized provider

IV. GENERAL STATEMENT OF POLICY AND RESPONSIBILITIES

- A. District Collaborative Planning and Implementation Team

To the extent Naloxone is obtained for use consistent with this policy, the school district will establish a district-wide collaborative planning and implementation team (“District Planning Team”) who will oversee the general development and operations related to the use of opiate antagonist Naloxone and regularly report to the school board as to its activities.

- 1. The District Planning Team will include the Naloxone Coordinator and may include the superintendent (or designee), school nurse, public health experts, first responders, student or family representatives, and community partners who will be assigned to the Team by the superintendent or

designee or solicited as volunteers by the superintendent.

2. The District Planning Team, through the Naloxone Coordinator, will obtain a protocol or Standing Order from a licensed medical prescriber for the use of Naloxone or other Opiate Antagonist by school district staff in all school facilities and activities and will update or renew the protocol or Standing Order annually or as otherwise required. A copy of the protocol or Standing Order will be maintained in the office of the Naloxone Coordinator.
3. The District Planning Team will develop district-wide guidelines and procedures and determine the form(s) of Naloxone to be used within the school district (nasal, auto injector, manual injector) and the method and manner of arranging for the financing and purchasing, storage and use of Naloxone to be approved by the school board. Once approved by the school board, these guidelines and procedures will be attached and incorporated into this policy. At a minimum, these guidelines and procedures will:
 - a. Ensure that when Naloxone is administered, school district employees must activate the community emergency response system (911) to ensure additional medical support due to the limited temporary effect of Naloxone and the continued need of recipients of additional medical care;
 - b. Require school district employees to contact a school district healthcare professional to obtain medical assistance for the recipient of the Naloxone, if possible, pending arrival of emergency personnel;
 - c. Direct school district employees to make immediate attempts to determine if the recipient is a minor and, if so, locate the identity of the parent or guardian of the minor and ensure contact with that parent or guardian is made as soon as possible after administration of the Naloxone for the purpose of informing the parent or guardian of the actions that have been taken; and
 - d. Require school district staff to inform the building administrator or other administrator overseeing an event or activity of the administration of Naloxone, as well as the Naloxone Coordinator, after taking necessary immediate emergency steps.
4. The District Planning Team will determine the type and method of annual training, identify staff members at each school site to be trained and coordinate the implementation of the training with the assistance of the Naloxone Coordinator.

B. Site Planning Teams

1. In consultation with the District Planning Team, the administrator at each school site may establish, in the manner the superintendent or Naloxone Coordinator deems appropriate, a Site Planning Team within the school site.
2. The Site Planning Team will be responsible for the coordination and implementation of this policy, district-wide guidelines and procedures within the school site and will develop and implement any specific guidelines and procedure for the storage and use of Naloxone within the school site in a manner consistent with this policy and district wide procedures and guidelines.

C. School District Staff

School district staff members will be responsible for attending all required training pertaining to the policy, procedures and guidelines for the storage and use of Naloxone and performing any assigned responsibilities pursuant to the guidelines and procedures.

V. NALOXONE STORAGE

- A. The Site Planning Team will select numerous Naloxone storage locations within the school site and outside the school site when activities are conducted off school grounds (i.e., transportation services, field trips, etc.).



~~*[Note: School districts may decide that Naloxone will not be sent on field trips, transportation or activities that occur outside of the typical school day or off school property and may modify this statement accordingly. If Naloxone is provided during these auxiliary activities, schools should ensure that it is only provided if there is an available trained staff member to administer it and that the medication can be safely and legally stored and transported.]*~~

- B. The selected storage locations of Naloxone will be classified as non-public "security information" as the school board has determined that the disclosure of this data to the general public would be likely to substantially jeopardize the security of the medication that could be subject to theft, tampering, and improper use. Therefore, the identity of the storage locations will be shared only with those school district staff members whom the District Planning Team or Site Team have determined need access to this information to aid public health and safety as determined in the procedures and guidelines.
- C. Stock Naloxone will be clearly labeled, monitored for expiration dates, and stored in a secured location that is accessible by trained staff as set forth in paragraph V.B.

VI. Privacy Protections

The school district will maintain the privacy of students and staff related to the administration of Naloxone as required by law.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 144.344 (Emergency Treatment)
Minn. Stat. § 151.37 (Legend Drugs; Who May Prescribe, Possess)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances)
Minn. Stat. § 152.212 (Labeling of Prescription Drug Containers)
Minn. Stat. § 604A.01 (Good Samaritan Law)
Minn. Stat. § 604A.015 (School Bus Driver Immunity from Liability)
Minn. Stat. § 604A.04 (Good Samaritan Overdose Prevention)
Minn. Stat. § 604A.05 (Good Samaritan Overdose Medical Assistance)
Minn. R. Pt. 6800.4220 (Schedule II Controlled Substances)
20 U.S.C. § 1232g (Family Educational and Privacy Rights)

Cross Reference: ISD 200 Policy 516 (Student Medication)
Minnesota Department of Health Toolkit on the Administration of Naloxone

Policy Reviewed:

Policy Adopted:

Policy Revised:



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 3501.0660-40-3501.0655 (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 and Instruction 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

HR PERSONNEL REPORT

Board Meeting Date:

8.28.24

RETIREMENT/RESIGNATION/TERMINATION

NAME	STATUS	ASSIGNMENT	EMPLOYEE GROUP	EFFECTIVE DATE
Bathen, Rachael	Resignation	Speech Pathologist; 1.0 FTE Pinecrest Elementary & Tilden	ED MN - Teachers	June 7, 2024
Ely, Crystal	Resignation	Paraprofessional; 6.25 Hours / Day Pinecrest	Para	August 21, 2024
Fritze, Tom	Resignation	Math Teacher; 1.0 FTE Hastings Middle School	ED MN - Teachers	June 7, 2024
Guertin, Heather	Rescinded Acceptance of Position	Kindergarten Teacher; 1.0 FTE McAuliffe Elementary	Ed MN - Teachers	August 26, 2024
Haider, Rachel	Resignation	Media Specialist; 1.0 FTE District Wide	ED MN - Teachers	June 7, 2024
Humphrey, Karissa	Resignation	Non Public Nurse; 5 Hours / Day District Wide	N/A	July 11, 2024
Jorenson, Morgan	Resignation	Special Education Teacher; 1.0 FTE McAuliffe Elementary	Ed MN - Teachers	June 7, 2024
Olsen, Kelly	Resignation	Orchestra Teacher; 1.0 FTE Hastings High School & Middle School	ED MN - Teachers	June 7, 2024
Scott, Emilie	Resignation	EL Teacher; 1.0 FTE Hastings Middle School	ED MN - Teachers	June 7, 2024
Wilson, Mckenna	Resignation	Admin Assist II - Media; 8 Hours / Day Middle School	HESA	August 9, 2024

HIRES / REHIRES

NAME	ASSIGNMENT	SALARY PLACEMENT/HOURLY RATE	EMPLOYEE GROUP	EFFECTIVE DATE
Achman, Jade	School Counselor; 1.0 FTE Hastings Middle School	\$63,691 Annually (Revised)	ED MN - Teachers	August 22, 2024
Bishop, Mark	EL Teacher; 1.0 FTE Hastings Middle School	\$77,181 Annually	ED MN - Teachers	August 28, 2024
Charvat, Paige	Grade 3 Teacher; 1.0 FTE Pinecrest Elementary	\$50,684 Annually	ED MN- Teachers	August 22, 2024
Cherry, Alyssa	Native American Education Liaison; 8 Hours / Day; 205 Days / Year District-wide	\$21.11 / Hour	N/A	August 12, 2024
Condon, Mackenzie	School Social Worker; 1.0 FTE Kennedy Elementary	\$56,848 Annually	ED MN- Teachers	August 22, 2024
Dillon, Desire	Art Teacher; 1.0 FTE Pinecrest Elementary	\$46,143 Annually	ED MN- Teachers	August 22, 2024

Englin, Abigail	Paraprofessional Substitute; Hours vary District Wide	\$19.40 / Hour	N/A	August 27, 2024
Garding, Thomas	Special Education Teacher; 1.0 FTE Hastings Middle School	\$67,613 Annually	ED MN-Teachers	August 22, 2024
Garner, Samantha	Non Public Nurse; 5 Hours / Day District Wide	\$33.68 / Hour	N/A	August 13, 2024
Gehrke, Kendall	Admin Assist II - Media; 8 Hours / Day Middle School	\$19.79 / Hour	HESA	August 19, 2024
Glover, Kathryn	Grade 2 Substitute Teacher McAuliffe Elementary	\$250.78 / Day	N/A	August 26, 2024 - November 21, 2024
Grabko, Tonia	Cook Assistant; 3 Hours / Day Pinecrest Elementary	\$19.02 / Hour	Food Service	August 29, 2024
Greeder, Gillian	Kids Campus Asst Staff; 4.25 Hours / Day District Wide	\$16.70 / Hour	Comm Ed Para	August 28, 2024
Grems, Carly	Registered Nurse; 7.5 Hours / Day Pinecrest Elementary	\$34.13 / Hour	N/A	August 27, 2024
Hansen, Ashley	Cook; 6.25 Hours / Day High School	\$21.06 / Hour	Food Service	August 22, 2024
Hanson, Mikayla	Grade 32 Substitute Teacher Kennedy Elementary	\$250.78 / Day	N/A	August 26, 2024
Kelley, Patrick	Social Studies Teacher; .4 FTE Hastings Middle School	\$47,571 Annually	ED MN-Teachers	August 22, 2024
Kluchar, Stephanie	Kindergarten Teacher; 1.0 FTE McAuliffe Elementary	\$70,879 Annually	ED MN-Teachers	August 22, 2024
Krater, Connor	Special Education Teacher; 1.0 FTE Hastings Middle School	\$52,908 Annually	ED MN-Teachers	August 22, 2024
Lindberg, Andrew	Math Teacher; 1.0 FTE Hastings Middle School	\$64,406 Annually	ED MN - Teachers	August 22, 2024
Lipinski, Paula	Cook; 6.25 Hours / Day High School	\$21.06 / Hour	Food Service	August 22, 2024
McAllister, Lindsey	Cook Assistant; 3 Hours / Day High School	\$19.02 / Hour	Food Service	August 22, 2024
Monson, Jessica	Cook; 6.25 Hours / Day Middle School	\$21.06 / Hour	Food Service	August 22, 2024
Oelfke, Leah	Instructional Lab Tech; 8 Hours / Day Kennedy Elementary	\$19.79 / Hour	N/A	August 21, 2024
Offenhauser, Kortney	Cook Assistant; 3 Hours / Day McAuliffe Elementary	\$19.02 / Hour	Food Service	August 22, 2024
Sanville, Bryce	Orchestra Teacher; 1.0 FTE Hastings High School & Middle School	\$67,613 Annually	ED MN - Teachers	August 28, 2024
Schaffer, Abby	Cook; 5.75 Hours / Day High School	\$20.45 / Hour	Food Service	August 22, 2024

Strauss, Robyn	EL Paraprofessional; 6.25 Hours / Day Kennedy Elementary	\$20.96 / Hour	Para	August 27, 2024
Talledge, Mary	Custodian; 8 Hours / Day Hastings High School	\$22.44 / Hour	Custodian	August 28, 2024
Thuet, Teresa	Paraprofessional Substitute; Hours Vary District Wide	\$19.40 / Hour	N/A	August 27, 2024
Turner, Sophia	EL Teacher; 1.0 FTE McAuliffe Elementary	\$49,185 Annually	ED MN - Teachers	August 22, 2024
Villavicencio, Lacey	Special Education Teacher; 1.0 FTE Hastings Middle School	\$46,143 Annually	ED MN - Teachers	August 22, 2024
Zais, Pamela	Administrative Assistant II; 8 Hours / Day Pinecrest Elementary	\$19.79 / Hour	HESA	August 19, 2024
Zeien, Tonya	Custodian; 8 Hours / Day Hastings High School	\$22.44 / Hour	Custodian	September 3, 2024

LEAVE APPROVAL

NAME	STATUS	ASSIGNMENT	EMPLOYEE GROUP	EFFECTIVE DATE(S)
Hering, Nicole	Approve	Grade 2 Teacher; 1.0 FTE Kennedy Elementary	ED MN - Teachers	August 26, 2024 - November 12, 2024 (Approximate Dates)

ASSIGNMENT CHANGES

NAME	FROM	TO	EMPLOYEE GROUP	EFFECTIVE DATE(S)
Halbach, Nicole	Paraprofessional; 6.25 Hours / Day Middle School	Paraprofessional; 6.25 Hours / Day High School	Para	August 2, 2024
Hanson, Tonia	Paraprofessional; 5.75 Hours / Day Pinecrest Elementary	Paraprofessional; 5.75 Hours / Day Middle School	Para	August 2, 2024
Larsen, Samantha	Nurse; 7.5 Hours / Day Pinecrest Elementary	Nurse Substitute; District Wide	N/A	July 15, 2024
Lundstrom, Ellie	Math Teacher; 1.0 FTE Hastings Middle School	Math Teacher; 1.167 FTE Hastings Middle School	ED MN-Teachers	August 26, 2024 - June 6, 2025
Roach, Charlene	Cook; 6.25 Hours / Day High School	Cook; 6.25 Hours / Day McAuliffe Elementary	Food Service	August 22, 2024
Schill, Melissa	School Psychologist; 1.0 FTE Hastings High School	School Psychologist; .5 FTE Hastings High School	ED MN-Teachers	August 26, 2024
Smith, Chelsea	Paraprofessional; 6.25 Hours / Day Tilden	Paraprofessional; 6.25 hours / Day McAuliffe Elementary	Para	August 2, 2024
Swanson, Sydney	Paraprofessional; 6.25 Hours / Day McAuliffe Elementary	Paraprofessional; 6.25 Hours / Day Middle School	Para	August 2, 2024
Timerson, Anna	Art Teacher; 1.0 FTE Hastings High School	Art Teacher; 1.167 FTE Hastings Middle School & High School	ED MN-Teachers	August 26, 2024 - January 17, 2025

*Please note additions/revised are in bold font



AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Hastings High School Tuckpointing and Sealant (202189T) 200 General Sieben Drive Hastings, Minnesota 55033	CONTRACT INFORMATION: Contract For: General Construction Date: December 4, 2023	CHANGE ORDER INFORMATION: Change Order Number: One (1) Date: August 21, 2024
OWNER: <i>(Name and address)</i> Independent School District #200 1000 West 11th Street Hastings, Minnesota 55033	ARCHITECT: <i>(Name and address)</i> Wold Architects and Engineers 332 Minnesota Street, Suite W2000 Saint Paul, Minnesota 55105	CONTRACTOR: <i>(Name and address)</i> Right-Way Caulking 1135 73rd Avenue Northeast Fridley, Minnesota 55432

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
 Added weep installation at north roof. *Add \$1,201.00*

 Added concrete maintenance strip to building at southeast building area. *Add \$1,325.00*

 Removal and disposal of aluminum greenhouse roof cleat system, tuckpoint and fill anchor holes. *Add \$3,400.00*

Total Change Order No. 1: Add \$5,926.00

The original Contract Sum was	\$ 230,865.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 230,865.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 5,926.00
The new Contract Sum including this Change Order will be	\$ 236,791.00
The Contract Time will be unchanged by Zero (0) days.	
The date of Substantial Completion will be August 9, 2024	

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

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

Wold Architects and Engineers <u>ARCHITECT (Firm name)</u> <u>SIGNATURE</u> TYLER ERTL AIA, ASSOCIATE <u>PRINTED NAME AND TITLE</u> August 21, 2024 <u>DATE</u>	Right-Way Caulking <u>CONTRACTOR (Firm name)</u> <u>SIGNATURE</u> Eric Kubinski <u>PRINTED NAME AND TITLE</u> 8/21/2024 <u>DATE</u>	Independent School District #200 <u>OWNER (Firm name)</u> <u>SIGNATURE</u> <u>PRINTED NAME AND TITLE</u> <u>DATE</u>
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Right-Way Caulking Inc.
1135 73rd Avenue NE, Minneapolis MN 55432
Tel. (763) 780-4102 Fax (763) 780-3363

August 2, 2024

Joint Sealant Proposal

To: Hastings Public Schools – ISD 200

Attention: Scott Stockdale

Phone: 651-480-7060

Project: Hastings Middle School

Subject: Green House Wall Rehab



Work Scope:

1. Removal and disposal of aluminum greenhouse roof cleat system and wood backing
2. Tuck-pointing/filling of anchor holes within mortar joints behind cleat system
3. Color match caulk filling of any anchor holes found in brick units behind cleat system
4. Color match caulk filling of any anchor holes found in stucco areas behind wood backing boards
4. Lift rental cost included

Labor/Equipment Cost: \$3,000.00 **Material Cost:** \$400.00 **Total:** \$3,400.00

Exclusions:

1. Unforeseen building damages or repair items found that are not listed above

Notes:

1. 500 Sq. Ft masonry washing allowance covered under Hastings HS project contract to be used to clean this wall section
2. ISD 200/Loeffler to be notified of additional conditions that may arise, prior to proceeding with any additional work

Thank You,

Right –Way Caulking Inc.
By: Eric Kubinski
Estimator/PM

Notes: Pricing includes labor, material and equipment to complete the work scope noted above
Taxes are included unless noted otherwise

Right-Way Caulking Inc.
1135 73rd Avenue NE, Minneapolis MN 55432
Tel. (763) 780-4102 Fax (763) 780-3363

July 9, 2024

Joint Sealant Proposal

To: ISD #200 – Hastings Public Schools

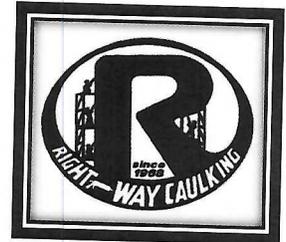
Attention: Cameron/Tyler

Phone: N/A

Project: Hastings HS

Subject: Pricing Request – Additional Scope of Work Items

Plans dated: N/A
Addendums Acknowledged: N/A



Weep installation at North roof (NE elevations)

- a) Horizontal joint from EIFIS to flashing
- b) Shown on D5, D7, & E5/A3.05
- c) Tubular rope weeps installed 4' on center
- d) See provided clarification document for location included

Labor Cost: \$965.00 Material Cost: \$236.00

Concrete maintenance strip to building at southeast building area

- a) Cleaning and preparation of joints to receive sealant
- b) Shooting and tooling of traffic grade urethane sealant
- c) Color to best match concrete
- d) See provided clarification document for location included

Labor Cost: \$965.00 Material Cost: \$360.00

Thank You,

Right –Way Caulking Inc.
By: Eric Kubinski
Estimator/PM

Notes: Pricing includes labor, material and equipment to complete the work scope noted above
Taxes are included unless noted otherwise

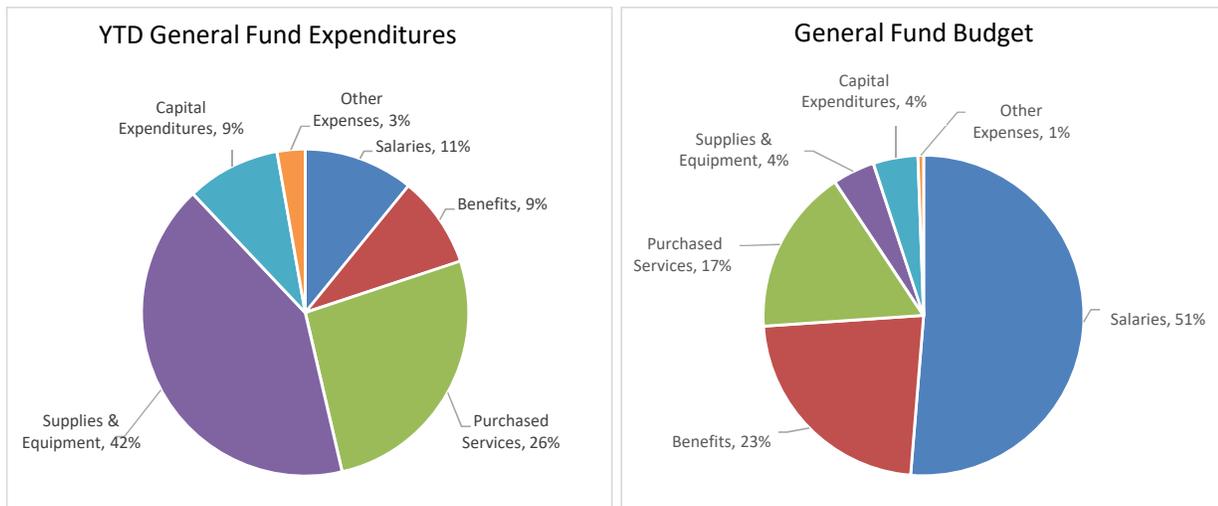
HASTINGS ISD #200 BOARD REPORT FOR THE MONTH ENDING: July 2024

EXPENDITURE TOTALS

	FY 2025 Budget (ADP)	**Monthly Expenditures	Year-to-Date Expenditures	Remaining Balance	% Spent
General Fund (01)					
100 Salaries	35,006,117	316,740	316,740	34,689,377	1%
200 Benefits	15,457,400	262,306	262,306	15,195,094	2%
300 Purchased Services	11,429,448	768,945	768,945	10,660,503	7%
400 Supplies & Equipment	2,903,938	1,209,813	1,209,813	1,694,125	42%
500 Capital Expenditures	3,076,223	269,820	269,820	2,806,403	9%
800 Other Expenses	377,153	80,281	80,281	296,872	21%
	<u>68,250,279</u>	<u>2,907,905</u>	<u>2,907,905</u>	<u>65,342,374</u>	4%
Food Service Fund (02)	3,391,156	117,462	117,462	3,273,694	3%
Community Service Fund (04)	2,942,700	132,232	132,232	2,810,469	4%
Building Construction Fund (06)	2,250,000	685,434	685,434	1,564,566	30%
Debt Service Fund (07)	20,619,675	177,063	177,063	20,442,613	1%
Student Activities Fund (10)	250,000	3,143	3,143	246,857	1%
Deferred Accounts- Donations/Misc Fund (11)	640,619	28,180	28,180	612,439	4%
Scholarships Fund (12)	120,000	0	0	120,000	0%
Totals	\$98,464,429	\$4,051,418	\$4,051,418	\$94,413,012	

** 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	7/1/2024	7/31/2024	1,483,156	Pay dates 7/5 and 7/19 Bd. Share \$264,147
Liability Checks & Wires	7/1/2024	7/31/2024	1,003,938	
Total			\$2,487,094	

FINANCE DISBURSEMENTS

Checks & Wires	7/1/2024	7/31/2024	2,017,711
Total			\$2,017,711

SELF-FUNDED INSURANCE

	Revenue YTD	Expenses YTD	YTD Balance
Dental	93,756	64,412	\$29,344
Health	1,261,923	940,682	\$321,241

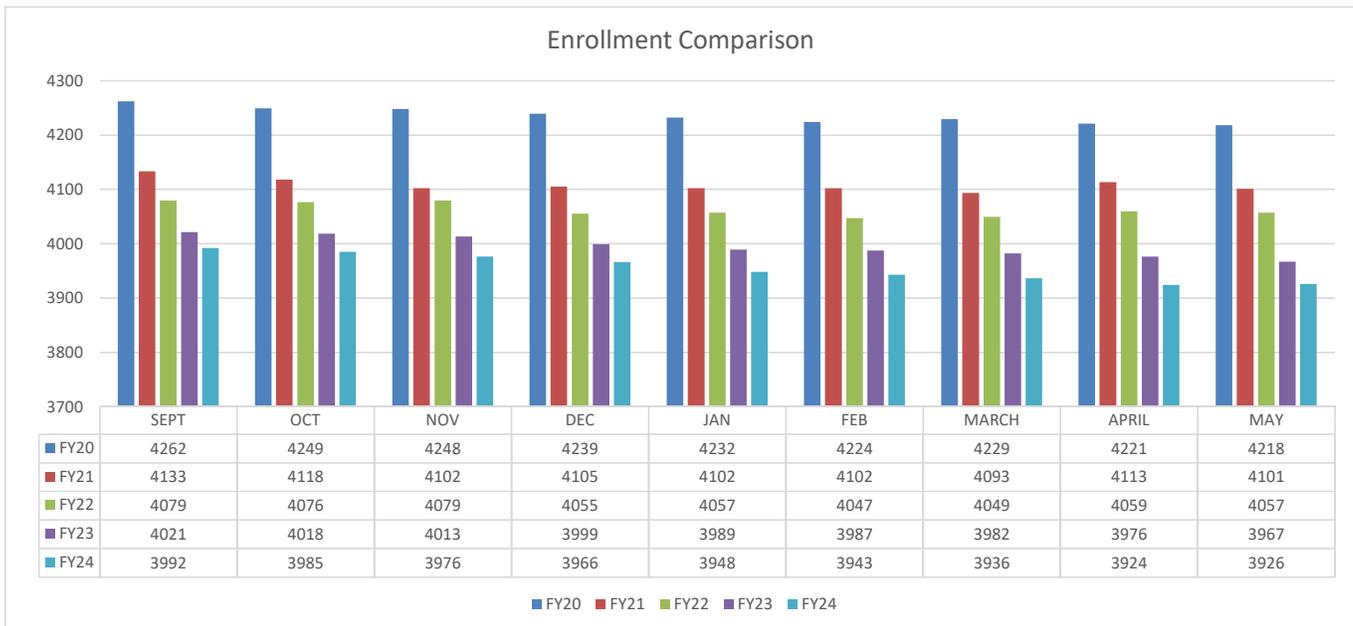
8/12/2024

ELECTRONIC FUND TRANSFERS

<u>Date</u>	<u>From</u>	<u>To</u>	<u>Amount</u>	<u>Description</u>
7/2/2024	MSDLAF General	MSDLAF Dental Self Funded	127,389.31	Dental Insurance
7/2/2024	MSDLAF General	MSDLAF Health Self Funded	1,743,058.72	Health Insurance
7/5/2024	MSDLAF General	MSDLAF Payroll	1,249,228.84	Payroll
7/5/2024	MSDLAF General	MSDLAF AP	401,311.48	Accounts Payable
7/5/2024	MSDLAF General	MSDLAF Flex	1,564.43	Payroll
7/8/2024	Merchants Bank	MSDLAF General	50,000.00	Local Receipts
7/9/2024	MSDLAF General	MSDLAF Health Self Funded	3,321.00	Health Insurance
7/9/2024	MSDLAF General	MSDLAF Health Self Funded	20,400.00	Health Insurance
7/15/2024	MSDLAF General	MSDLAF AP	94,874.07	Accounts Payable
7/15/2024	MSDLAF General	MSDLAF AP	372,764.09	Accounts Payable
7/18/2024	MSDLAF General	MSDLAF Health Self Funded	20,650.00	Health Insurance
7/19/2024	MSDLAF General	MSDLAF Payroll	1,198,448.58	Payroll
7/19/2024	MSDLAF General	Vermillion Bank	21,459.79	Local Receipts
7/19/2024	MSDLAF Flex	MSDLAF General	128.00	Payroll
7/19/2024	MSDLAF General	MSDLAF AP	15,098.08	Accounts Payable
7/19/2024	MSDLAF General	MSDLAF Flex	990.57	Payroll
7/19/2024	MSDLAF General	MSDLAF AP	162,006.49	Accounts Payable
7/26/2024	MSDLAF General	MSDLAF Payroll	40,350.66	Payroll
7/26/2024	MSDLAF General	MSDLAF AP	545,949.00	Accounts Payable
7/26/2024	MSDLAF General	MSDLAF AP	24,841.46	Accounts Payable
7/29/2024	Merchants Bank	MSDLAF General	25,000.00	Local Receipts
7/31/2024	MSDLAF General	MSDLAF Scholarship	56.00	Local Receipts
7/31/2024	MSDLAF General	MSDLAF Payroll	333.70	Payroll
			<hr/>	
			\$6,119,224.27	

ENROLLMENT

<u>GRADE</u>	<u>COUNT</u>	<u>SCHOOL</u>	<u>COUNT</u>
K	256	HAHS	35
1	286	High School	1338
2	271	Middle School	1175
3	289	Kennedy Elementary	454
4	276	Pinecrest Elementary	443
5	290	McAuliffe Elementary	481
6	308		3926
7	292		
8	285		
9	347		
10	346	Elementary	1378
11	333	Middle School	1175
12	347	High School/HAHS	1373
	3926	Total District	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, 2025
Current Statement as of 7/31/2024

Crs Code	Activity Account	Balance 7/1/2024	Receipts	Disbursements	Subtotal (Less Interest)	Interest Earned	Balance 7/31/2024
601	Art Club	389.29	0.00	0.00	389.29	1.0372	390.33
608	AVID	3,537.27	0.00	0.00	3,537.27	9.4248	3,546.69
602	Band	12,069.74	0.00	0.00	12,069.74	32.1588	12,101.90
605	Basketball - Boys	3,375.11	0.00	0.00	3,375.11	8.9927	3,423.40
609	Choir Tour	1,713.20	0.00	0.00	1,713.20	4.5647	1,717.76
610	Cross Country Running	290.32	0.00	0.00	290.32	0.7735	291.09
613	Fellowship Christian Athletes (FCA)	2,478.49	0.00	0.00	2,478.49	6.6037	2,485.09
615	Gymnastics	4,376.24	0.00	0.00	4,376.24	11.6601	4,387.90
616	French Honor Society (FHS)	1,453.27	0.00	0.00	1,453.27	3.8721	1,457.14
622	Marching Band	36,853.69	22,009.08	2,769.86	56,092.91	145.5118	56,238.42
675	INTEREST EARNED	0.00	565.49	0.00	565.49	-	0.00
623	National Honor Society (NHS)	2,356.95	0.00	0.00	2,356.95	6.2799	2,363.23
625	Nordic Skiing	382.57	0.00	0.00	382.57	1.0193	383.59
626	Orchestra	278.74	0.00	0.00	278.74	0.7427	279.48
618	Peer Helpers	18.55	0.00	0.00	18.55	0.0494	18.60
632	Show Choir	36,140.07	0.00	0.00	36,140.07	96.2922	36,236.36
647	Spanish Club	6,498.83	0.00	33.49	6,465.34	17.2332	6,482.57
650	Student Council	57,778.41	0.00	0.00	57,778.41	153.9458	57,932.36
652	Tennis - Boys	3,733.32	0.00	340.00	3,393.32	9.1109	3,402.43
653	Tennis - Girls	918.97	0.00	0.00	918.97	2.4485	921.42
655	Thespians	565.57	0.00	0.00	565.57	1.5069	567.08
656	Track	14,031.40	0.00	0.00	14,031.40	37.3855	14,068.79
654	Ultimate Frisbee	25.23	101.19	0.00	126.42	0.3161	126.74
659	Wrestling	629.12	0.00	0.00	629.12	1.6762	630.80
665	Middle School Yearbook	14.01	0.00	0.00	14.01	0.0373	14.05
666	Middle School Student Council	4,821.46	0.00	0.00	4,821.46	12.8464	4,834.31
		194,729.82	22,675.76	3,143.35	214,262.23	565.4900	214,262.23

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

July 2024 Investment Reconciliation - %-104-%

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	BALANCE END OF MONTH
GENERAL FUND - 01	20,000,000.00	0.00	2,000,000.00	18,000,000.00
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	486,000.00	486,000.00	486,000.00
HEALTH SELF FUNDED - 21	2,000,000.00	0.00	0.00	2,000,000.00
TOTALS	22,496,000.00	486,000.00	2,486,000.00	<u>20,496,000.00</u>

RECONCILEMENT OF TREASURER'S BALANCE WITH BANK

DESCRIPTION	BALANCE PER BANK STATEMENT	OTHER RECONCILING ITEMS	BALANCE PER TREASURER'S BOOKS
Certificates of Deposit - MSDLAF - General	0.00	0.00	0.00
Term - MSDLAF - General	18,000,000.00	0.00	18,000,000.00
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	20,496,000.00	0.00	<u>20,496,000.00</u>

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

July 2024 Bank Reconciliation

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	BALANCE END OF MONTH
GENERAL FUND - 01	16,618,239.94	1,768,761.51	(3,272,515.18)	15,114,486.27
FOOD SERVICE FUND - 02	840,024.69	76,136.06	(82,642.89)	833,517.86
COMMUNITY ED - 04	711,437.45	213,466.19	(209,364.15)	715,539.49
BUILDING CONSTRUCTION - 06	2,669,230.77	11,413.51	(653,021.61)	2,027,622.67
DEBT REDEMPTION - 07	19,323,234.51	44,942.24	921,899.08	20,290,075.83
STUDENT ACTIVITY FUND - 10	194,729.82	22,675.76	(3,143.35)	214,262.23
DEFERRED ACCOUNTS - 11	624,712.89	14,196.31	(43,508.36)	595,400.84
SCHOLARSHIP - 12	263,588.93	1,225.42	0.00	264,814.35
TRUST - 18	62,549.40	0.00	(62,549.40)	0.00
DENTAL SELF FUNDED - 20	918,593.51	3,932.18	(30,820.55)	891,705.14
HEALTH SELF FUNDED - 21	3,033,864.68	523,069.68	(741,203.38)	2,815,730.98
OPEB PERA/CE TRUST - 45	6,358,034.75	0.00	(6,117.51)	6,351,917.24
TOTALS	51,618,241.34	2,679,818.86	(4,182,987.30)	50,115,072.90

RECONCILEMENT OF TREASURER'S BALANCE WITH BANK

DESCRIPTION	BALANCE PER BANK STATEMENT	OUTSTANDING CHECKS	OUTSTANDING DEPOSITS	OTHER RECONCILING ITEMS	BALANCE PER TREASURER'S BOOKS
Merchants Bank	74,487.38	0.00	0.00	47.40	74,534.78
MSDLAF AP	457,831.31	(734,317.82)	0.00	0.00	(276,486.51)
MSDLAF Payroll	103,098.61	(74.28)	0.00	0.00	103,024.33
MSDLAF Scholarship	264,814.35	0.00	0.00	0.00	264,814.35
MSDLAF General	22,487,490.83	0.00	19,251.12	0.00	22,506,741.95
MSDLAF Flex	37,906.20	0.00	0.00	0.00	37,906.20
MSDLAF Dental Self Funded	868,031.03	0.00	0.00	0.00	868,031.03
MSDLAF Health Self Funded	2,667,861.04	0.00	0.00	0.00	2,667,861.04
MSDLAF Bond Proceeds	2,452,901.60	(425,278.93)	0.00	0.00	2,027,622.67
Vermillion Bank	195,236.50	0.00	0.00	0.00	195,236.50
MidAmerica - CE Trust	0.00	0.00	0.00	0.00	0.00
OPEB PERA/CE Trust Account	6,388,631.74	0.00	0.00	0.00	6,388,631.74
US Bank Escrow	15,424,654.82	0.00	0.00	(167,500.00)	15,257,154.82
TREASURER'S BALANCE	51,422,945.41	(1,159,671.03)	19,251.12	(167,452.60)	50,115,072.90

HASTINGS PUBLIC SCHOOLS

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
MB	P4APMB	107726		Wire	1	10229	MERCHANTS BANK FEES	C Corporation	No	Yes	No	07/19/2024	252.71
Bank Total:												\$252.71	
USAP	P50101	107511		Wire	1	9012	PITNEY BOWES POSTAGE BY PHONE	C Corporation	No	Yes	No	07/05/2024	3,000.00
USAP	P50101	107539		Wire	1	9860	MINNESOTA STATE RETIREMENT SYST	Other	No	Yes	No	07/05/2024	69,624.25
USAP	P50115	107618		Wire	1	9935	ELEYO FEES	S Corporation	No	Yes	No	07/15/2024	4,523.63
USAP	P50115	107627		Wire	1	2855	US BANK	C Corporation	No	Yes	No	07/15/2024	9,050.00
USAP	P50115	107628		Wire	1	9860	MINNESOTA STATE RETIREMENT SYST	Other	No	Yes	No	07/15/2024	3,000.00
USAP	P4AP1A	107667		Wire	1	11387	AMAZON CAPITAL SERVICES, INC	C Corporation	No	Yes	No	07/16/2024	15,092.59
USAP	P50103	107678		Wire	1	10920	AFFINETY - MERCH BANK FEES (WIRE)	S Corporation	No	Yes	No	07/19/2024	2,539.56
USAP	P50103	107679		Wire	1	2976	SALES TAX (MN DEPT REVENUE)	Other	No	Yes	No	07/19/2024	194.00
USAP	P50104	107746		Wire	1	3167	MSDLAF BANK FEES	Other	No	Yes	No	07/26/2024	118.52
USAP	P50104	107747		Wire	1	9860	MINNESOTA STATE RETIREMENT SYST	Other	No	No	No	07/26/2024	49,571.25
USAP	P50104	107762		Wire	1	2855	US BANK	C Corporation	No	Yes	No	07/26/2024	167,500.00
USAP	P4AP1B	107784		Wire	1	9557	BMO HARRIS BANK NA	C Corporation	No	Yes	No	07/26/2024	22,043.60
USAP	P4AP2B	107785		Wire	1	9557	BMO HARRIS BANK NA	C Corporation	No	No	No	07/29/2024	3,201.13
USAP	P4AP2A	107786		Wire	1	11387	AMAZON CAPITAL SERVICES, INC	C Corporation	No	Yes	No	07/29/2024	1,470.53
USAP	P50101	107559	835245	Check	1	6123	ANOKA-HENNEPIN ISD #11	Other	Yes	Yes	No	07/05/2024	650.00
USAP	P50101	107545	835246	Check	1	11537	ARBITERSPORTS LLC	LLC - Partnership	Yes	Yes	No	07/05/2024	2,550.00
USAP	P50101	107534	835247	Check	1	7937	BROTHERS FIRE PROTECTION CO	C Corporation	Yes	Yes	No	07/05/2024	849.00
USAP	P50101	107535	835248	Check	1	8681	CANVAS HEALTH	C Corporation	Yes	Yes	No	07/05/2024	6,153.77
USAP	P50101	107544	835249	Check	1	11510	R2 CARNEGIE LEARNING INC	C Corporation	Yes	Yes	No	07/05/2024	2,073.45
USAP	P50101	107558	835250	Check	1	5986	R2 CENGAGE LEARNING	C Corporation	Yes	Yes	No	07/05/2024	9,300.00
USAP	P50101	107517	835251	Check	1	11560	CESO HR, LLC	LLC - S Corp	Yes	Yes	No	07/05/2024	1,987.50
USAP	P50101	107548	835252	Check	1	1221	CHANHASSEN DINNER THEATER	Partnership	Yes	Yes	No	07/05/2024	370.00
USAP	P50101	107523	835253	Check	1	11972	CHAPEAU, JENNIFER OR TROY		Yes	No	No	07/05/2024	250.00
USAP	P50101	107525	835254	Check	1	1235	CITY OF HASTINGS	Other	Yes	Yes	No	07/05/2024	12,276.91
USAP	P50101	107536	835255	Check	1	8741	CLARK, JAMIE		Yes	No	No	07/05/2024	17.02
USAP	P50101	107560	835256	Check	1	6745	CULLIGAN OF STILLWATER	S Corporation	Yes	Yes	No	07/05/2024	447.55
USAP	P50101	107546	835257	Check	1	11555	CUSTOM COMMUNICATIONS INC	S Corporation	Yes	Yes	No	07/05/2024	246.48
USAP	P50101	107537	835258	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	Yes	No	07/05/2024	187.06
USAP	P50101	107556	835259	Check	1	4994	R1 DISCOVERY EDUCATION	C Corporation	Yes	Yes	No	07/05/2024	14,590.00
USAP	P50101	107563	835260	Check	1	9433	EDCLUB INC	S Corporation	Yes	Yes	No	07/05/2024	2,554.50
USAP	P50101	107543	835261	Check	1	11095	EDPUZZLE INC	C Corporation	Yes	Yes	No	07/05/2024	5,880.00
USAP	P50101	107555	835262	Check	1	3775	Elementary Summer Schl Petty Cs		Yes	Yes	No	07/05/2024	600.00
USAP	P50101	107541	835263	Check	1	10607	R1 ESGI LLC	LLC - Partnership	Yes	Yes	No	07/05/2024	2,886.00
USAP	P50101	107522	835264	Check	1	11968	EVOLVE WINDOWS AND DOORS LLC	LLC - S Corp	Yes	Yes	No	07/05/2024	1,161.00
USAP	P50101	107526	835265	Check	1	1482	GRAINGER, W.W..	C Corporation	Yes	Yes	No	07/05/2024	99.82
USAP	P50101	107557	835266	Check	1	5254	HORIZON SOFTWARE INTERNATIONAL	C Corporation	Yes	Yes	No	07/05/2024	6,933.37

HASTINGS PUBLIC SCHOOLS

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void		Amount
												Date		
USAP	P50101	107516	835267	Check	1	11184	IKI INC.	S Corporation	Yes	Yes	No	07/05/2024		49.00
USAP	P50101	107521	835268	Check	1	11943	IMPERIAL DADE	Ind/Sole Proprietor	Yes	Yes	No	07/05/2024		311.23
USAP	P50101	107527	835269	Check	1	1660	INSTITUTE FOR ENVIRONMENTAL ASS	S Corporation	Yes	Yes	No	07/05/2024		783.58
USAP	P50101	107562	835270	Check	1	8801	IXL LEARNING, INC	C Corporation	Yes	Yes	No	07/05/2024		29,900.00
USAP	P50101	107524	835271	Check	1	11975	KRUEGER, LINDA OR KEVIN		Yes	No	No	07/05/2024		250.00
USAP	P50101	107552	835272	Check	1	2256	R1 LEARNING A-Z	C Corporation	Yes	Yes	No	07/05/2024		19,484.00
USAP	P50101	107554	835273	Check	1	2788	R1 MAGUIRE AGENCY	S Corporation	Yes	Yes	No	07/05/2024		12,000.00
USAP	P50101	107549	835274	Check	1	1890	R2 MASA (MN ASSN OF SCHOOL ADMIN)	C Corporation	Yes	Yes	No	07/05/2024		1,812.00
USAP	P50101	107528	835275	Check	1	1942	MENARDS	S Corporation	Yes	Yes	No	07/05/2024		76.82
USAP	P50101	107550	835276	Check	1	1946	MESPA	Other	Yes	Yes	No	07/05/2024		1,944.00
USAP	P50101	107529	835277	Check	1	1977	MINNESOTA COACHES INC	S Corporation	Yes	Yes	No	07/05/2024		1,130.95
USAP	P50101	107551	835278	Check	1	1993	MINNESOTA SCHOOL BOARDS ASS'N.	Other	Yes	Yes	No	07/05/2024		13,168.00
USAP	P50101	107531	835279	Check	1	2795	MTI DISTRIBUTING, INC.	C Corporation	Yes	Yes	No	07/05/2024		57.70
USAP	P50101	107512	835280	Check	1	10721	R4 NORTHFIELD SOLAR LLC	LLC - Partnership	Yes	Yes	No	07/05/2024		54,460.89
USAP	P50101	107547	835281	Check	1	11967	NURTURED HEART INSTITUTE LLC	Partnership	Yes	Yes	No	07/05/2024		1,999.00
USAP	P50101	107553	835282	Check	1	2704	R2 SCHOLASTIC MAGAZINES	C Corporation	Yes	Yes	No	07/05/2024		19,390.62
USAP	P50101	107542	835283	Check	1	10903	R1 SECURITAS TECHNOLOGY CORPORAT	C Corporation	Yes	Yes	No	07/05/2024		2,179.68
USAP	P50101	107540	835284	Check	1	10535	R2 SEESAW	C Corporation	Yes	Yes	No	07/05/2024		11,286.00
USAP	P50101	107538	835285	Check	1	8953	R1 SHAKOPEE PUBLIC SCHOOLS	Other	Yes	Yes	No	07/05/2024		2,500.00
USAP	P50101	107530	835286	Check	1	2423	SOUTH WASHINGTON COUNTY SCHO	Other	Yes	Yes	No	07/05/2024		8,396.67
USAP	P50101	107532	835287	Check	1	4529	SOUTHWEST METRO INTERMEDIATE #	Other	Yes	Yes	No	07/05/2024		4,399.45
USAP	P50101	107561	835288	Check	1	8312	SpEd FORMS LLC	Ind/Sole Proprietor	Yes	Yes	No	07/05/2024		14,863.20
USAP	P50101	107519	835289	Check	1	11724	SQUIRES, WALDSPURGER & MACE P.A	C Corporation	Yes	Yes	No	07/05/2024		82.50
USAP	P50101	107518	835290	Check	1	11637	TALISMAN HEALING ARTS LLC	Ind/Sole Proprietor	Yes	Yes	No	07/05/2024		115.50
USAP	P50101	107515	835291	Check	1	11169	TECH ACADEMY	S Corporation	Yes	Yes	No	07/05/2024		375.00
USAP	P50101	107533	835292	Check	1	7351	TOAY, GRETCHEN	Ind/Sole Proprietor	Yes	Yes	No	07/05/2024		130.00
USAP	P50101	107513	835293	Check	1	10722	R4 WALCOTT SOLAR LLC	LLC - Partnership	Yes	Yes	No	07/05/2024		28,722.73
USAP	P50101	107514	835294	Check	1	10723	R4 WARSAW SOLAR LLC	LLC - Partnership	Yes	Yes	No	07/05/2024		26,255.28
USAP	P50101	107520	835295	Check	1	11735	WENDY OR ANDREW CUSICK		Yes	Yes	No	07/05/2024		500.00
USAP	P50102	107599	835296	Check	1	3341	AIR CASTER SOLUTIONS LLC	LLC - S Corp	Yes	Yes	No	07/11/2024		2,730.00
USAP	P50102	107577	835297	Check	1	11213	ANDERSON, ERIN		Yes	No	No	07/11/2024		121.54
USAP	P50102	107602	835298	Check	1	5226	BJORKLUND COMPENSATION CONSUL	Ind/Sole Proprietor	Yes	Yes	No	07/11/2024		150.00
USAP	P50102	107578	835299	Check	1	11510	R2 CARNEGIE LEARNING INC	C Corporation	Yes	Yes	No	07/11/2024		4,913.00
USAP	P50102	107605	835300	Check	1	6687	CLARK, DAVID		Yes	Yes	No	07/11/2024		111.16
USAP	P50102	107583	835301	Check	1	11846	CONQUER NINJA GYMS-ROSEMOUNT	Partnership	Yes	No	No	07/11/2024		159.20
USAP	P50102	107610	835302	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	Yes	No	07/11/2024		399.80
USAP	P50102	107607	835303	Check	1	7457	R1 EXPERIENCE SHOWS LLC	Ind/Sole Proprietor	Yes	Yes	No	07/11/2024		83.00
USAP	P50102	107606	835304	Check	1	7322	R1 FERGUSON ENTERPRISES	C Corporation	Yes	Yes	No	07/11/2024		12.18
USAP	P50102	107611	835305	Check	1	9863	R2 GENUINE PARTS COMPANY	C Corporation	Yes	Yes	No	07/11/2024		37.41

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USAP	P50102	107588	835306	Check	1	1478	GOPHER SPORT	S Corporation	Yes	Yes	No	07/11/2024		1,289.16
USAP	P50102	107589	835307	Check	1	1482	GRAINGER, W.W..	C Corporation	Yes	Yes	No	07/11/2024		907.67
USAP	P50102	107597	835308	Check	1	3030	GROTH MUSIC	S Corporation	Yes	Yes	No	07/11/2024		396.00
USAP	P50102	107612	835309	Check	1	9880	GUSTAFSON, JILL		Yes	No	No	07/11/2024		243.01
USAP	P50102	107601	835310	Check	1	4115	R2 HANSON SPORTS	LLC - S Corp	Yes	Yes	No	07/11/2024		1,032.00
USAP	P50102	107579	835311	Check	1	11527	HEART ZONES, INC	C Corporation	Yes	Yes	No	07/11/2024		10,285.58
USAP	P50102	107591	835312	Check	1	1582	HILLYARD INC-MINNEAPOLIS	C Corporation	Yes	Yes	No	07/11/2024		10,183.50
USAP	P50102	107608	835313	Check	1	7721	R3 INNOVATIVE OFFICE SOLUTIONS	LLC - Partnership	Yes	Yes	No	07/11/2024		317.13
USAP	P50102	107603	835314	Check	1	5828	JIM CARLSON LEASING CO.	C Corporation	Yes	Yes	No	07/11/2024		710.00
USAP	P50102	107581	835315	Check	1	11726	JOHNSON, STEFANIE		Yes	No	No	07/11/2024		17.42
USAP	P50102	107587	835316	Check	1	11976	JOHNSON-GULBRANDSON, RACHEL		Yes	Yes	No	07/11/2024		500.00
USAP	P50102	107604	835317	Check	1	6156	JOSTENS		Yes	Yes	No	07/11/2024		2,664.68
USAP	P50102	107582	835318	Check	1	11755	KJ BRANDING	S Corporation	Yes	Yes	No	07/11/2024		12,970.00
USAP	P50102	107584	835319	Check	1	11928	LAMPERT LUMBER		Yes	Yes	No	07/11/2024		1,753.88
USAP	P50102	107592	835320	Check	1	1942	MENARDS	S Corporation	Yes	Yes	No	07/11/2024		228.81
USAP	P50102	107596	835321	Check	1	2795	MTI DISTRIBUTING, INC.	C Corporation	Yes	Yes	No	07/11/2024		168.46
USAP	P50102	107609	835322	Check	1	7883	R1 NAC MECHANICAL & ELECRICAL SERV	C Corporation	Yes	Yes	No	07/11/2024		1,773.85
USAP	P50102	107593	835323	Check	1	2055	R2 NASCO	C Corporation	Yes	Yes	No	07/11/2024		319.48
USAP	P50102	107580	835324	Check	1	11590	NELSON, TARA		Yes	Yes	No	07/11/2024		435.50
USAP	P50102	107585	835325	Check	1	11940	OPTIMA INC	S Corporation	Yes	Yes	No	07/11/2024		5,218.76
USAP	P50102	107594	835326	Check	1	2146	ORKIN PEST CONTROL INC.	C Corporation	Yes	Yes	No	07/11/2024		774.50
USAP	P50102	107586	835327	Check	1	11969	PREMIER TEST & BALANCE INC	S Corporation	Yes	Yes	No	07/11/2024		12,250.00
USAP	P50102	107613	835328	Check	1	2819	REPUBLIC SERVICES #923	C Corporation	Yes	Yes	No	07/11/2024		6,807.40
USAP	P50102	107574	835329	Check	1	10848	R1 SAVVAS LEARNING COMPANY LLC	LLC - Partnership	Yes	Yes	No	07/11/2024		6,804.00
USAP	P50102	107595	835330	Check	1	2387	SHERWIN WILLIAMS CO	C Corporation	Yes	Yes	No	07/11/2024		119.34
USAP	P50102	107576	835331	Check	1	11196	R1 SHRED IT USA - C/O STERICYCLE INC.	C Corporation	Yes	Yes	No	07/11/2024		100.53
USAP	P50102	107590	835332	Check	1	1575	TESSIER-MORSE, HAILEN		Yes	No	No	07/11/2024		55.88
USAP	P50102	107598	835333	Check	1	3277	UPPER LAKES FOODS, INC	S Corporation	Yes	Yes	No	07/11/2024		1,880.39
USAP	P50102	107600	835334	Check	1	3652	WESTRE, MARGARET		Yes	Yes	No	07/11/2024		250.85
USAP	P50102	107575	835335	Check	1	10949	YALE MECHANICAL LLC	LLC - C Corp	Yes	Yes	No	07/11/2024		5,699.00
USAP	P50115	107636	835336	Check	1	11974	ADVANCED COMMERCIAL KITCHENS	Ind/Sole Proprietor	Yes	Yes	No	07/15/2024		1,617.70
USAP	P50115	107633	835337	Check	1	11881	APPTEGY INC	C Corporation	Yes	Yes	No	07/15/2024		19,500.00
USAP	P50115	107621	835338	Check	1	11963	BLINDS.COM	C Corporation	Yes	Yes	No	07/15/2024		18,821.13
USAP	P50115	107653	835339	Check	1	4811	CENTER FOR EFFECTIVE SCHOOL OPI	LLC - S Corp	Yes	Yes	No	07/15/2024		9,435.00
USAP	P50115	107660	835340	Check	1	7911	CENTURYLINK	C Corporation	Yes	Yes	No	07/15/2024		15.51
USAP	P50115	107661	835341	Check	1	9128	CESO TRANSPORTATION LLC	LLC - S Corp	Yes	Yes	No	07/15/2024		51,499.80
USAP	P50115	107620	835342	Check	1	11715	CHORLTON, RICHARD OR TAMMY		Yes	No	No	07/15/2024		500.00
USAP	P50115	107622	835343	Check	1	1235	CITY OF HASTINGS	Other	Yes	Yes	No	07/15/2024		63,711.73
USAP	P50115	107637	835344	Check	1	1273	R1 COUNCIL FOR EXCEPTIONAL CHLDRN	Other	Yes	Yes	No	07/15/2024		450.00

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USAP	P50115	107626	835345	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	Yes	No	07/15/2024		31.26
USAP	P50115	107630	835346	Check	1	10860	DEPARTMENT OF TRANSPORTATION	Other	Yes	Yes	No	07/15/2024		743.00
USAP	P50115	107656	835347	Check	1	6190	R2 EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	Yes	Yes	No	07/15/2024		553.57
USAP	P50115	107651	835348	Check	1	3775	Elementary Summer Schl Petty Cs		Yes	Yes	No	07/15/2024		345.11
USAP	P50115	107632	835349	Check	1	11872	EXPERIA USA, INC.	C Corporation	Yes	Yes	No	07/15/2024		425.00
USAP	P50115	107631	835350	Check	1	11628	FACILITIES MANAGEMENT EXPRESS, L	LLC - Partnership	Yes	Yes	No	07/15/2024		9,886.80
USAP	P50115	107638	835351	Check	1	1482	GRAINGER, W.W..	C Corporation	Yes	Yes	No	07/15/2024		1,259.38
USAP	P50115	107639	835352	Check	1	1483	GRAPHIC DESIGN INC	S Corporation	Yes	Yes	No	07/15/2024		117.00
USAP	P50115	107640	835353	Check	1	1582	HILLYARD INC-MINNEAPOLIS	C Corporation	Yes	Yes	No	07/15/2024		7,385.82
USAP	P50115	107625	835354	Check	1	7721	R3 INNOVATIVE OFFICE SOLUTIONS	LLC - Partnership	Yes	Yes	No	07/15/2024		1,456.63
USAP	P50115	107658	835355	Check	1	7721	R3 INNOVATIVE OFFICE SOLUTIONS	LLC - Partnership	Yes	Yes	No	07/15/2024		163.26
USAP	P50115	107623	835356	Check	1	1670	INVER HILLS COMMUNITY COLLEGE		Yes	Yes	No	07/15/2024		116,351.90
USAP	P50115	107655	835357	Check	1	5828	JIM CARLSON LEASING CO.	C Corporation	Yes	Yes	No	07/15/2024		710.00
USAP	P50115	107662	835358	Check	1	9459	R1 KONICA MINOLTA/LOFFLER	C Corporation	Yes	Yes	No	07/15/2024		2,054.00
USAP	P50115	107663	835359	Check	1	9776	R1 LOFFLER COMPANIES	S Corporation	Yes	Yes	No	07/15/2024		587.00
USAP	P50115	107641	835360	Check	1	1890	R2 MASA (MN ASSN OF SCHOOL ADMIN)	C Corporation	Yes	Yes	No	07/15/2024		1,345.00
USAP	P50115	107642	835361	Check	1	1891	MASBO	C Corporation	Yes	Yes	No	07/15/2024		110.00
USAP	P50115	107643	835362	Check	1	1894	MASSP	Other	Yes	No	No	07/15/2024		885.00
USAP	P50115	107644	835363	Check	1	1919	R01 MCGRAW HILL	C Corporation	Yes	Yes	No	07/15/2024		34,239.15
USAP	P50115	107657	835364	Check	1	7173	MEDICINE LAKE TOURS	S Corporation	Yes	Yes	No	07/15/2024		770.00
USAP	P50115	107654	835365	Check	1	5475	R1 MHS (MULTI-HEALTH SYSTEM)	C Corporation	Yes	Yes	No	07/15/2024		117.02
USAP	P50115	107635	835366	Check	1	11971	MNPROV	Other	Yes	No	No	07/15/2024		1,000.00
USAP	P50115	107647	835367	Check	1	2195	MSOPA	Other	Yes	No	No	07/15/2024		100.00
USAP	P50115	107629	835368	Check	1	10019	R1 NCS PEARSON INC	C Corporation	Yes	Yes	No	07/15/2024		778.16
USAP	P50115	107645	835369	Check	1	2085	NEWS-2-YOU	LLC - Partnership	Yes	Yes	No	07/15/2024		249.99
USAP	P50115	107646	835370	Check	1	2094	NINE EAGLES PROMOTIONS	S Corporation	Yes	Yes	No	07/15/2024		2,340.00
USAP	P50115	107634	835371	Check	1	11929	NVB PLAYGROUNDS	S Corporation	Yes	Yes	No	07/15/2024		881.00
USAP	P50115	107619	835372	Check	1	11587	SAFEWAY DRIVING SCHOOL	C Corporation	Yes	No	No	07/15/2024		2,520.00
USAP	P50115	107652	835373	Check	1	4351	R1 SCENARIO LEARNING LLC	LLC - C Corp	Yes	Yes	No	07/15/2024		4,204.80
USAP	P50115	107648	835374	Check	1	2387	SHERWIN WILLIAMS CO	C Corporation	Yes	Yes	No	07/15/2024		23.79
USAP	P50115	107649	835375	Check	1	2499	SUPER DUPER SCHOOL COMPANY	C Corporation	Yes	Yes	No	07/15/2024		220.00
USAP	P50115	107659	835376	Check	1	7845	R1 TEXTHELP INC	C Corporation	Yes	Yes	No	07/15/2024		1,984.50
USAP	P50115	107624	835377	Check	1	2548	R1 T-MOBILE	C Corporation	Yes	Yes	No	07/15/2024		146.36
USAP	P50115	107650	835378	Check	1	2633	ZAYO GROUP HOLDINGS INC	C Corporation	Yes	No	No	07/15/2024		3,954.08
USAP	P50103	107686	835379	Check	1	11772	AMY BROWN COUNSELING SERVICES	Ind/Sole Proprietor	Yes	Yes	No	07/19/2024		5,000.00
USAP	P50103	107680	835380	Check	1	10886	ANDERSON, DAVE OR BREANNE		Yes	No	No	07/19/2024		500.00
USAP	P50103	107705	835381	Check	1	10919	R1 ARVIG	S Corporation	Yes	Yes	No	07/19/2024		1,205.95
USAP	P50103	107704	835382	Check	1	10912	ASSOC OF METROPOLITAN SCHOOL D	Other	Yes	Yes	No	07/19/2024		8,959.00
USAP	P50103	107701	835383	Check	1	10143	R1 AVID CENTER	C Corporation	Yes	Yes	No	07/19/2024		18,360.00

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USAP	P50103	107718	835384	Check	1	5986	R2	CENGAGE LEARNING	C Corporation	Yes	Yes	No	07/19/2024	2,156.00
USAP	P50103	107708	835385	Check	1	11744		CMC NEPTUNE	LLC - Partnership	Yes	Yes	No	07/19/2024	1,500.00
USAP	P50103	107698	835386	Check	1	9028		DAKOTA COUNTY FINANCIAL SERVICE	Other	Yes	Yes	No	07/19/2024	7,652.99
USAP	P50103	107697	835387	Check	1	8840	R2	DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	Yes	No	07/19/2024	283.20
USAP	P50103	107694	835388	Check	1	7322	R1	FERGUSON ENTERPRISES	C Corporation	Yes	Yes	No	07/19/2024	29.21
USAP	P50103	107688	835389	Check	1	1582		HILLYARD INC-MINNEAPOLIS	C Corporation	Yes	Yes	No	07/19/2024	6,142.91
USAP	P50103	107699	835390	Check	1	9329		HOMETOWN ACE HARDWARE	S Corporation	Yes	Yes	No	07/19/2024	1,129.30
USAP	P50103	107709	835391	Check	1	11943		IMPERIAL DADE	Ind/Sole Proprietor	Yes	Yes	No	07/19/2024	1,219.28
USAP	P50103	107695	835392	Check	1	7721	R3	INNOVATIVE OFFICE SOLUTIONS	LLC - Partnership	Yes	Yes	No	07/19/2024	122.00
USAP	P50103	107719	835393	Check	1	7721	R3	INNOVATIVE OFFICE SOLUTIONS	LLC - Partnership	Yes	Yes	No	07/19/2024	472.88
USAP	P50103	107711	835394	Check	1	1665		INTERMEDIATE SCHOOL DIST 917	Other	Yes	Yes	No	07/19/2024	44,486.18
USAP	P50103	107685	835395	Check	1	11702		JOHNSON, BONNIE OR JEREMIAH		Yes	Yes	No	07/19/2024	250.00
USAP	P50103	107696	835396	Check	1	8342		M JUDGE ELECTRIC LLC	Ind/Sole Proprietor	Yes	Yes	No	07/19/2024	1,085.00
USAP	P50103	107721	835397	Check	1	8342		M JUDGE ELECTRIC LLC	Ind/Sole Proprietor	Yes	Yes	No	07/19/2024	640.00
USAP	P50103	107683	835398	Check	1	11295		MAJESKI PLUMBING INC	S Corporation	Yes	Yes	No	07/19/2024	611.75
USAP	P50103	107712	835399	Check	1	1942		MENARDS	S Corporation	Yes	Yes	No	07/19/2024	72.38
USAP	P50103	107689	835400	Check	1	1977		MINNESOTA COACHES INC	S Corporation	Yes	Yes	No	07/19/2024	11,650.00
USAP	P50103	107714	835401	Check	1	2235	R1	NCS PEARSON INC	C Corporation	Yes	Yes	No	07/19/2024	12,411.75
USAP	P50103	107706	835402	Check	1	10928	R1	NOTABLE, INC. (KAMI)	C Corporation	Yes	Yes	No	07/19/2024	4,847.50
USAP	P50103	107717	835403	Check	1	3910		PINE BEND PAVING INC	S Corporation	Yes	Yes	No	07/19/2024	145.00
USAP	P50103	107713	835404	Check	1	2204		PINE HARBOR CHRISTIAN ACADEMY	C Corporation	Yes	Yes	No	07/19/2024	6,979.43
USAP	P50103	107720	835405	Check	1	8152		PITNEY BOWES	C Corporation	Yes	Yes	No	07/19/2024	1,863.25
USAP	P50103	107710	835406	Check	1	11960	R1	RENAISSANCE	C Corporation	Yes	Yes	No	07/19/2024	19,840.00
USAP	P50103	107690	835407	Check	1	2275		RENT & SAVE	S Corporation	Yes	Yes	No	07/19/2024	894.62
USAP	P50103	107707	835408	Check	1	11373		ROBERTSON, SAM		Yes	No	No	07/19/2024	24.97
USAP	P50103	107722	835409	Check	1	9479	R1	SAF-GARD SAFETY SHOE CO	S Corporation	Yes	Yes	No	07/19/2024	3,186.62
USAP	P50103	107702	835410	Check	1	10848	R1	SAVVAS LEARNING COMPANY LLC	LLC - Partnership	Yes	Yes	No	07/19/2024	412.50
USAP	P50103	107715	835411	Check	1	2341		SCHINDLER ELEVATOR CORP.	C Corporation	Yes	Yes	No	07/19/2024	2,352.47
USAP	P50103	107682	835412	Check	1	10903	R1	SECURITAS TECHNOLOGY CORPORAT	C Corporation	Yes	Yes	No	07/19/2024	690.00
USAP	P50103	107703	835413	Check	1	10903	R1	SECURITAS TECHNOLOGY CORPORAT	C Corporation	Yes	Yes	No	07/19/2024	351.46
USAP	P50103	107691	835414	Check	1	2476		STERNAU & ASSOCIATES	Ind/Sole Proprietor	Yes	Yes	No	07/19/2024	1,440.00
USAP	P50103	107681	835415	Check	1	10898	R1	SYMMETRY ENERGY SOLUTIONS	LLC - Partnership	Yes	Yes	No	07/19/2024	2,026.47
USAP	P50103	107692	835416	Check	1	2522		TERRY'S HARDWARE	S Corporation	Yes	Yes	No	07/19/2024	718.44
USAP	P50103	107687	835417	Check	1	11979		THARP, JAMIE OR BEN		Yes	No	No	07/19/2024	250.00
USAP	P50103	107684	835418	Check	1	11378		THE JOURNAL	Ind/Sole Proprietor	Yes	Yes	No	07/19/2024	3,023.20
USAP	P50103	107700	835419	Check	1	9850		TWIN CITY FILTER SERVICE INC	C Corporation	Yes	Yes	No	07/19/2024	640.50
USAP	P50103	107716	835420	Check	1	2567		U.S. BANK	C Corporation	Yes	Yes	No	07/19/2024	512.50
USAP	P50103	107693	835421	Check	1	6727		ZEH TEK INC	S Corporation	Yes	Yes	No	07/19/2024	447.00
USAP	P50104	107748	835422	Check	1	11380		A TOUCH OF MAGIC	S Corporation	Yes	No	No	07/26/2024	431.00

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USAP	P50104	107772	835423	Check	1	11983	R8	ARRIANNE MARQUEZ		Yes	No	No	07/26/2024	30.30
USAP	P50104	107754	835424	Check	1	3748		CENTERPOINT ENERGY	C Corporation	Yes	No	No	07/26/2024	4,573.32
USAP	P50104	107774	835425	Check	1	1235		CITY OF HASTINGS	Other	Yes	Yes	No	07/26/2024	6,950.16
USAP	P50104	107752	835426	Check	1	1257		COMPUTER INTEGRATION TECHNOLO	S Corporation	Yes	No	No	07/26/2024	112.00
USAP	P50104	107775	835427	Check	1	1257		COMPUTER INTEGRATION TECHNOLO	S Corporation	Yes	No	No	07/26/2024	11,713.00
USAP	P50104	107759	835428	Check	1	8975		DAVIS, CINDY		Yes	No	No	07/26/2024	90.81
USAP	P50104	107758	835429	Check	1	8840		DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	No	No	07/26/2024	33.21
USAP	P50104	107756	835430	Check	1	6183	R1	ECSI	S Corporation	Yes	No	No	07/26/2024	185.00
USAP	P50104	107753	835431	Check	1	1409		FISHER SCIENTIFIC	LLC - C Corp	Yes	No	No	07/26/2024	78.39
USAP	P50104	107779	835432	Check	1	5963	R1	FRONTLINE TECHNOLOGIES, INC.	LLC - Partnership	Yes	No	No	07/26/2024	16,204.76
USAP	P50104	107780	835433	Check	1	6421	R1	GALE - CENGAGE	C Corporation	Yes	No	No	07/26/2024	1,527.50
USAP	P50104	107766	835434	Check	1	11983	R2	JAMIE VENOSDEL		Yes	No	No	07/26/2024	49.70
USAP	P50104	107768	835435	Check	1	11983	R4	JANELLE BRENDEL		Yes	No	No	07/26/2024	25.05
USAP	P50104	107767	835436	Check	1	11983	R3	KELINDA GUSTAFSON		Yes	No	No	07/26/2024	19.00
USAP	P50104	107757	835437	Check	1	6681		KENNEDY & GRAVEN, CHARTERD	C Corporation	Yes	No	No	07/26/2024	2,200.00
USAP	P50104	107765	835438	Check	1	11983	R1	KRISTI HUEBSCH		Yes	No	No	07/26/2024	55.20
USAP	P50104	107776	835439	Check	1	1799	R1	LAKESHORE LEARNING MATERIALS	S Corporation	Yes	No	No	07/26/2024	744.78
USAP	P50104	107769	835440	Check	1	11983	R5	LAURA STEFFEL		Yes	No	No	07/26/2024	79.50
USAP	P50104	107770	835441	Check	1	11983	R6	LISA FLYNN		Yes	No	No	07/26/2024	25.20
USAP	P50104	107749	835442	Check	1	11391		LOEFFLER CONSTRUCTION & CONSUI	LLC - S Corp	Yes	No	No	07/26/2024	11,892.60
USAP	P50104	107761	835443	Check	1	9776	R1	LOFFLER COMPANIES	S Corporation	Yes	No	No	07/26/2024	9,320.81
USAP	P50104	107771	835444	Check	1	11983	R7	MEGAN PAWLENTY		Yes	No	No	07/26/2024	20.00
USAP	P50104	107755	835445	Check	1	3917	R2	MINNESOTA UI FUND	Other	Yes	Yes	No	07/26/2024	33,456.14
USAP	P50104	107782	835446	Check	1	7883	R1	NAC MECHANICAL & ELECRICAL SERV	C Corporation	Yes	No	No	07/26/2024	19,287.50
USAP	P50104	107778	835447	Check	1	2267		REGION V COMPUTER SERVICES	Other	Yes	No	No	07/26/2024	13,094.00
USAP	P50104	107777	835448	Check	1	2039		SCHOOL NUTRITION DIR. OF MN.	Other	Yes	No	No	07/26/2024	100.00
USAP	P50104	107750	835449	Check	1	11699		SCOTT NELSON COACHING INC	S Corporation	Yes	No	No	07/26/2024	1,800.00
USAP	P50104	107781	835450	Check	1	6682		SFM	C Corporation	Yes	No	No	07/26/2024	178,151.00
USAP	P50104	107751	835451	Check	1	11768	R1	TAHER INC	S Corporation	Yes	No	No	07/26/2024	14,296.40
USAP	P50104	107763	835452	Check	1	11374		TAVERNIER, MINDY		Yes	No	No	07/26/2024	135.05
USAP	P50104	107760	835453	Check	1	9280		UNITED PROMOTIONS	Ind/Sole Proprietor	Yes	No	No	07/26/2024	799.86
USAP	P50104	107764	835454	Check	1	11761		VITAMINK12, LLC	LLC - S Corp	Yes	No	No	07/26/2024	1,200.00
USAP	P50104	107783	835455	Check	1	9481		WELCH, MARISSA		Yes	No	No	07/26/2024	12.99
USAP	P50104	107773	835456	Check	1	11987		WOJCIK, MEGAN		Yes	No	No	07/26/2024	80.00
USAP	P50130	107845	835457	Check	1	4426		BLICK ART MATERIALS	LLC - C Corp	Yes	No	No	07/31/2024	110.12
USAP	P50130	107854	835458	Check	1	7937		BROTHERS FIRE PROTECTION CO	C Corporation	Yes	No	No	07/31/2024	808.00
USAP	P50130	107798	835459	Check	1	7120	R2	BSN SPORTS LLC	C Corporation	Yes	No	No	07/31/2024	835.98
USAP	P50130	107849	835460	Check	1	7120	R2	BSN SPORTS LLC	C Corporation	Yes	No	No	07/31/2024	11,125.52
USAP	P50130	107793	835461	Check	1	11737		BURNN BOILER & MECHANICAL	S Corporation	Yes	No	No	07/31/2024	26,142.00

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		Amount
												Date		
USAP	P50130	107850	835462	Check	1	7295	CENTURYLINK	C Corporation	Yes	No	No	07/31/2024		169.08
USAP	P50130	107852	835463	Check	1	7332	CENTURYLINK	C Corporation	Yes	No	No	07/31/2024		3,632.13
USAP	P50130	107826	835464	Check	1	1257	COMPUTER INTEGRATION TECHNOLO	S Corporation	Yes	No	No	07/31/2024		13,609.00
USAP	P50130	107827	835465	Check	1	1281	R1 CRISIS PREVENTION INSTITUTE	C Corporation	Yes	No	No	07/31/2024		6,741.05
USAP	P50130	107814	835466	Check	1	11555	CUSTOM COMMUNICATIONS INC	S Corporation	Yes	No	No	07/31/2024		246.48
USAP	P50130	107816	835467	Check	1	11584	DASH SPORTS LLC	LLC - S Corp	Yes	No	No	07/31/2024		1,036.25
USAP	P50130	107800	835468	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	No	No	07/31/2024		101.55
USAP	P50130	107855	835469	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	No	No	07/31/2024		380.28
USAP	P50130	107803	835470	Check	1	9926	DOOR SERVICE COMPANY OF THE TW	S Corporation	Yes	No	No	07/31/2024		4,513.00
USAP	P50130	107815	835471	Check	1	11556	ES LACROSSE	Ind/Sole Proprietor	Yes	No	No	07/31/2024		449.95
USAP	P50130	107846	835472	Check	1	5479	ESTR PUBLICATIONS	C Corporation	Yes	No	No	07/31/2024		217.00
USAP	P50130	107799	835473	Check	1	7322	R1 FERGUSON ENTERPRISES	C Corporation	Yes	No	No	07/31/2024		36.58
USAP	P50130	107851	835474	Check	1	7322	R1 FERGUSON ENTERPRISES	C Corporation	Yes	No	No	07/31/2024		76.64
USAP	P50130	107802	835475	Check	1	9182	FLYNN, SARAH		Yes	No	No	07/31/2024		250.00
USAP	P50130	107843	835476	Check	1	3921	FOLLETT SCHOOL SOLUTIONS LLC	Partnership	Yes	No	No	07/31/2024		11,920.70
USAP	P50130	107857	835477	Check	1	9863	R2 GENUINE PARTS COMPANY	C Corporation	Yes	No	No	07/31/2024		44.99
USAP	P50130	107828	835478	Check	1	1482	GRAINGER, W.W..	C Corporation	Yes	No	No	07/31/2024		3,867.65
USAP	P50130	107822	835479	Check	1	11938	R1 GREAT MINDS PBC	C Corporation	Yes	No	No	07/31/2024		4,200.00
USAP	P50130	107842	835480	Check	1	3718	HASTINGS PARKS & RECREATION	Other	Yes	No	No	07/31/2024		280.79
USAP	P50130	107829	835481	Check	1	1555	R1 HAWKINS, INC.	C Corporation	Yes	No	No	07/31/2024		667.08
USAP	P50130	107821	835482	Check	1	11900	HENRY SCHEIN, INC	C Corporation	Yes	No	No	07/31/2024		236.80
USAP	P50130	107831	835483	Check	1	1582	R1 HILLYARD / HUTCHINSON	C Corporation	Yes	No	No	07/31/2024		78.00
USAP	P50130	107830	835484	Check	1	1582	HILLYARD INC-MINNEAPOLIS	C Corporation	Yes	No	No	07/31/2024		15,009.57
USAP	P50130	107809	835485	Check	1	11193	HIRSCHAUER, BRITTNEY		Yes	No	No	07/31/2024		26.20
USAP	P50130	107833	835486	Check	1	1845	HORIZON COMMERCIAL POOL SUPPLY	S Corporation	Yes	No	No	07/31/2024		721.18
USAP	P50130	107823	835487	Check	1	11943	IMPERIAL DADE	Ind/Sole Proprietor	Yes	No	No	07/31/2024		5,201.58
USAP	P50130	107853	835488	Check	1	7721	R3 INNOVATIVE OFFICE SOLUTIONS	LLC - Partnership	Yes	No	No	07/31/2024		1,667.64
USAP	P50130	107824	835489	Check	1	11973	INSPIRE TO CREATE ENTERPRISES LL	LLC - S Corp	Yes	No	No	07/31/2024		392.21
USAP	P50130	107794	835490	Check	1	1665	INTERMEDIATE SCHOOL DIST 917	Other	Yes	No	No	07/31/2024		41,548.39
USAP	P50130	107818	835491	Check	1	11703	INTERSOURCE BY STARK	C Corporation	Yes	No	No	07/31/2024		1,158.61
USAP	P50130	107832	835492	Check	1	1679	R1 J.W. PEPPER & SON INC	S Corporation	Yes	No	No	07/31/2024		67.04
USAP	P50130	107806	835493	Check	1	10901	R1 JAMF SOFTWARE, LLC	C Corporation	Yes	No	No	07/31/2024		11,000.00
USAP	P50130	107797	835494	Check	1	6681	KENNEDY & GRAVEN, CHARTERD	C Corporation	Yes	No	No	07/31/2024		575.00
USAP	P50130	107820	835495	Check	1	11895	KRUSEMARK, GRINNELL & ASSOCIATE	Ind/Sole Proprietor	Yes	No	No	07/31/2024		40.00
USAP	P50130	107810	835496	Check	1	11261	R2 LAFORCE LLC	S Corporation	Yes	No	No	07/31/2024		230.00
USAP	P50130	107811	835497	Check	1	11295	MAJESKI PLUMBING INC	S Corporation	Yes	No	No	07/31/2024		250.00
USAP	P50130	107834	835498	Check	1	1942	MENARDS	S Corporation	Yes	No	No	07/31/2024		601.36
USAP	P50130	107801	835499	Check	1	9051	MERIDIAN CONSULTING GROUP	Ind/Sole Proprietor	Yes	No	No	07/31/2024		2,920.00
USAP	P50130	107856	835500	Check	1	9427	MERZER M.A., L.P., SHEILA	Ind/Sole Proprietor	Yes	No	No	07/31/2024		933.75

HASTINGS PUBLIC SCHOOLS Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
USAP	P50130	107835	835501	Check	1	1962	MILES KEDEX COMPANY INC	S Corporation	Yes	No	No	07/31/2024	3,091.59
USAP	P50130	107796	835502	Check	1	1977	MINNESOTA COACHES INC	S Corporation	Yes	No	No	07/31/2024	163,806.78
USAP	P50130	107813	835503	Check	1	11530	MOORE, CHRISTOPHER		Yes	No	No	07/31/2024	229.38
USAP	P50130	107841	835504	Check	1	2795	MTI DISTRIBUTING, INC.	C Corporation	Yes	No	No	07/31/2024	1,834.46
USAP	P50130	107804	835505	Check	1	10019	R1 NCS PEARSON INC	C Corporation	Yes	No	No	07/31/2024	104.00
USAP	P50130	107812	835506	Check	1	11308	NICK SLACK SALES LLC	Ind/Sole Proprietor	Yes	No	No	07/31/2024	2,107.50
USAP	P50130	107807	835507	Check	1	10928	R1 NOTABLE, INC. (KAMI)	C Corporation	Yes	No	No	07/31/2024	4,900.00
USAP	P50130	107795	835508	Check	1	1882	OFFICE OF MN IT SERVICES	Other	Yes	No	No	07/31/2024	29.40
USAP	P50130	107808	835509	Check	1	11147	R1 PERFORMANCE HEALTH SUPPLY INC	C Corporation	Yes	No	No	07/31/2024	2,569.99
USAP	P50130	107825	835510	Check	1	11986	PROCLEAN	Ind/Sole Proprietor	Yes	No	No	07/31/2024	2,850.00
USAP	P50130	107805	835511	Check	1	10576	R1 RIVERSIDE INSIGHTS	LLC - Partnership	Yes	No	No	07/31/2024	476.50
USAP	P50130	107848	835512	Check	1	6446	SCANTRON CORP.	C Corporation	Yes	No	No	07/31/2024	1,823.86
USAP	P50130	107840	835513	Check	1	2704	R2 SCHOLASTIC MAGAZINES	C Corporation	Yes	No	No	07/31/2024	51.90
USAP	P50130	107819	835514	Check	1	11745	SCHREIBER MULLANEY CONSTRUCTIC	S Corporation	Yes	No	No	07/31/2024	289.10
USAP	P50130	107836	835515	Check	1	2387	SHERWIN WILLIAMS CO	C Corporation	Yes	No	No	07/31/2024	310.18
USAP	P50130	107837	835516	Check	1	2461	STATE CHEMICAL SOLUTIONS	S Corporation	Yes	No	No	07/31/2024	3,884.55
USAP	P50130	107844	835517	Check	1	4405	R1 STEP SAVER INC	S Corporation	Yes	No	No	07/31/2024	76.37
USAP	P50130	107817	835518	Check	1	11637	TALISMAN HEALING ARTS LLC	Ind/Sole Proprietor	Yes	No	No	07/31/2024	70.00
USAP	P50130	107838	835519	Check	1	2548	R1 T-MOBILE	C Corporation	Yes	No	No	07/31/2024	146.61
USAP	P50130	107847	835520	Check	1	5557	R1 ULINE SHIPPING SUPPLIES	S Corporation	Yes	No	No	07/31/2024	11,234.06
USAP	P50130	107839	835521	Check	1	2641	WESTERN PSYCHOLOGICAL SERVICE: LLC - S Corp		Yes	No	No	07/31/2024	113.30
Bank Total:												\$2,017,458.43	
Report Total:												\$2,017,711.14	

HASTINGS PUBLIC SCHOOLS Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
USPR	p251p1	107565		Wire	1	10929	EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	No	Yes	No	07/08/2024	51,366.48
USPR	p251p1	107566		Wire	1	1984	MINNESOTA DEPT. OF REVENUE	Other	No	Yes	No	07/08/2024	39,272.01
USPR	p251p1	107567		Wire	1	2016	MN TRA	Other	No	Yes	No	07/08/2024	142,392.45
USPR	p251p1	107568		Wire	1	2705	EFTPS - TAX PAYMENT		No	Yes	No	07/08/2024	238,694.89
USPR	p251p1	107569		Wire	1	3283	MINNESOTA DEPT. OF REVENUE	Other	No	Yes	No	07/08/2024	244.02
USPR	p251p1	107570		Wire	1	3880	MII LIFE	C Corporation	No	Yes	No	07/08/2024	0.00
USPR	p251p1	107571		Wire	1	7771	MINNESOTA PERA (WIRE TRANSFER)	Other	No	Yes	No	07/08/2024	32,547.88
USPR	p251p2	107727		Wire	1	10929	EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	No	Yes	No	07/22/2024	53,351.78
USPR	p251p2	107728		Wire	1	1984	MINNESOTA DEPT. OF REVENUE	Other	No	Yes	No	07/22/2024	36,617.51
USPR	p251p2	107729		Wire	1	2016	MN TRA	Other	No	Yes	No	07/22/2024	140,383.24
USPR	p251p2	107730		Wire	1	2705	EFTPS - TAX PAYMENT		No	Yes	No	07/22/2024	225,635.83
USPR	p251p2	107731		Wire	1	3166	BREMER BANK FEES	Other	No	Yes	No	07/22/2024	233.70
USPR	p251p2	107732		Wire	1	3283	MINNESOTA DEPT. OF REVENUE	Other	No	Yes	No	07/22/2024	178.07
USPR	p251p2	107733		Wire	1	3880	MII LIFE	C Corporation	No	Yes	No	07/22/2024	0.00
USPR	p251p2	107734		Wire	1	7771	MINNESOTA PERA (WIRE TRANSFER)	Other	No	Yes	No	07/22/2024	27,526.65
USPR	p251p3	107787		Wire	1	10929	EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	No	Yes	No	07/30/2024	211.30
USPR	p251p3	107788		Wire	1	1984	MINNESOTA DEPT. OF REVENUE	Other	No	Yes	No	07/30/2024	909.46
USPR	p251p3	107789		Wire	1	2705	EFTPS - TAX PAYMENT		No	Yes	No	07/30/2024	8,527.26
USPR	p251p1	107572	105749	Check	1	1974	MINNESOTA CHILD SUPPORT PYMT C	Other	Yes	Yes	No	07/08/2024	10.00
USPR	p251p1	107573	105750	Check	1	11941	AUDREY MCNAMARA		Yes	Yes	No	07/09/2024	119.37
USPR	p251p1	107665	105751	Check	1	8663	DEPT OF THE TREASURY		Yes	Yes	No	07/15/2024	3,321.00
USPR	p251p2	107740	105752	Check	1	7384	HIGH SCHOOL FACULTY SCHOLARSHII		Yes	Yes	No	07/22/2024	56.00
USPR	p251p2	107736	105753	Check	1	1974	MINNESOTA CHILD SUPPORT PYMT C	Other	Yes	Yes	No	07/22/2024	20.00
USPR	p251p2	107737	105754	Check	1	2002	MINNESOTA TEAMSTERS LOCAL 320	Other	Yes	Yes	No	07/22/2024	1,938.50
USPR	p251p2	107738	105755	Check	1	2010	NCPERS GROUP LIFE INS -157410	C Corporation	Yes	No	No	07/22/2024	32.00
USPR	p251p2	107739	105756	Check	1	6780	SEIU LOCAL 284	Other	Yes	Yes	No	07/22/2024	268.76
USPR	p251p2	107735	105757	Check	1	11741	ST. CROIX VALLEY FOUNDATION	C Corporation	Yes	Yes	No	07/22/2024	80.00

Bank Total: \$1,003,938.16

Report Total: \$1,003,938.16

HASTINGS PUBLIC SCHOOLS

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
USBP	P501B1	107617	1308	Check	1	7110	APPLE EDUCATION INC	C Corporation	Yes	Yes	No	07/11/2024	2,097.00
USBP	P501B1	107615	1309	Check	1	1214	CDW GOVERNMENT	LLC - C Corp	Yes	Yes	No	07/11/2024	4,200.00
USBP	P501B1	107614	1310	Check	1	11868	VINCO INC	S Corporation	Yes	Yes	No	07/11/2024	128,345.00
USBP	P501B1	107616	1311	Check	1	2663	WOLD ARCHITECTS AND ENGNRS INC	C Corporation	Yes	Yes	No	07/11/2024	3,604.82
USBP	P501B2	107724	1312	Check	1	1257	COMPUTER INTEGRATION TECHNOLO	S Corporation	Yes	Yes	No	07/19/2024	22,805.80
USBP	P501B2	107725	1313	Check	1	2222	PRECISION LANDSCAPING, INC.	S Corporation	Yes	Yes	No	07/19/2024	66,690.06
USBP	P501B2	107723	1314	Check	1	11850	RIGHT-WAY CAULKING, INC	C Corporation	Yes	No	No	07/19/2024	8,772.87
USBP	P501B3	107792	1315	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	No	No	07/31/2024	65,320.00
USBP	P501B3	107791	1316	Check	1	7883	R1 NAC MECHANICAL & ELECRICAL SERV	C Corporation	Yes	No	No	07/31/2024	48,372.10
USBP	P501B3	107790	1317	Check	1	2222	PRECISION LANDSCAPING, INC.	S Corporation	Yes	No	No	07/31/2024	302,813.96

Bank Total: \$653,021.61

Report Total: \$653,021.61

HASTINGS PUBLIC SCHOOLS Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
ACTV	P12ASA	107510		Wire	1	11387	AMAZON CAPITAL SERVICES, INC	C Corporation	No	Yes	No	07/03/2024	5.49
ACTV	P12ASB	107664		Wire	1	9557	BMO HARRIS BANK NA	C Corporation	No	Yes	No	07/15/2024	2,797.86
ACTV	P01AS3	107670	38257	Check	1	1977	MINNESOTA COACHES INC	S Corporation	Yes	Yes	Yes	07/18/2024	0.00
ACTV	P01AS3	107671	38258	Check	1	1977	MINNESOTA COACHES INC	S Corporation	Yes	Yes	Yes	07/18/2024	0.00
ACTV	P01AS3	107672	38259	Check	1	1977	MINNESOTA COACHES INC	S Corporation	Yes	Yes	No	07/18/2024	340.00

Bank Total: \$3,143.35

Report Total: \$3,143.35

HASTINGS PUBLIC SCHOOLS

Dental Self-Funded Summary

Period Ending July 31, 2024

Sequence: Crs, Org, Fd

										25ADP				% YTD		
Description										Annual Budget	Period 202501	Year To Date	% YTD	Encumbrances	+ 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	(40,000.00)	(4,612.58)	(4,612.58)	12%	0.00	12%	(35,387.42)
R	20	000	000	000	095	000	422	000	Employer Share/Premiums	(491,628.00)	(68,391.02)	(68,391.02)	14%	0.00	14%	(423,236.98)
R	20	000	000	000	097	000	422	000	Employee Share/Premiums	(104,718.00)	(9,037.76)	(9,037.76)	9%	0.00	9%	(95,680.24)
R	20	000	000	000	098	000	422	000	Retiree-Cobra Share/Premiurr	(119,011.00)	(11,714.55)	(11,714.55)	10%	0.00	10%	(107,296.45)
E	20	005	105	000	301	000	422	000	Fees-Carrier & Consultant	36,369.00	2,964.00	2,964.00	8%	0.00	8%	33,405.00
E	20	005	105	000	302	000	422	000	Claims-Dental	615,081.00	61,448.01	61,448.01	10%	0.00	10%	553,632.99
		000		Districtwide					(103,907.00)	(29,343.90)	(29,343.90)	28%	0.00	28%	(74,563.10)	
Report Totals:									(103,907.00)	(29,343.90)	(29,343.90)	28%	0.00	28%	(74,563.10)	

HASTINGS PUBLIC SCHOOLS

Health Self-Funded Summary

Period Ending July 31, 2024

Sequence: Crs, Org, Fd

										25ADP				% YTD	Remaining		
										Annual Budget	Period 202501	Year To Date	% YTD	Encumbrances	+ Enc	Balance	
										Description						+ Enc	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)	(7,529.43)	(7,529.43)	5%	0.00	5%	(157,470.57)	
R	21	000	000	000	095	000	422	000	Employer Share/Premiums	(8,166,826.00)	(937,991.50)	(937,991.50)	11%	0.00	11%	(7,228,834.50)	
R	21	000	000	000	097	000	422	000	Employee Share/Premiums	(1,220,330.00)	(234,252.50)	(234,252.50)	19%	0.00	19%	(986,077.50)	
R	21	000	000	000	098	000	422	000	Retiree-Cobra Share/Premiurr	(444,961.00)	(34,209.80)	(34,209.80)	8%	0.00	8%	(410,751.20)	
R	21	000	000	000	099	000	422	000	ER/Trust Share for Retirees	(27,899.00)	(3,569.00)	(3,569.00)	13%	0.00	13%	(24,330.00)	
E	21	005	105	000	317	000	422	000	Network Fees	0.00	0.00	0.00	0%	0.00	0%	0.00	
E	21	005	105	000	322	000	422	000	PaydHealth Fees	0.00	0.00	0.00	0%	0.00	0%	0.00	
E	21	005	105	000	300	000	422	000	Pharmacy Rebates/Admin Fee	(100,000.00)	0.00	0.00	0%	0.00	0%	(100,000.00)	
E	21	005	105	000	301	000	422	000	Veba/Flex/TrustPoint	20,000.00	1,508.00	1,508.00	8%	0.00	8%	18,492.00	
E	21	005	105	000	302	000	422	000	Claims-Medical	7,990,000.00	779,711.95	779,711.95	10%	0.00	10%	7,210,288.05	
E	21	005	105	000	307	000	422	000	Health Carrier TPA	243,829.00	0.00	0.00	0%	0.00	0%	243,829.00	
E	21	005	105	000	308	000	422	000	StopLoss	506,134.00	0.00	0.00	0%	0.00	0%	506,134.00	
E	21	005	105	000	309	000	422	000	Fitness reimbursements	0.00	0.00	0.00	0%	0.00	0%	0.00	
E	21	005	105	000	312	000	422	000	Consultant-OneDigital \$40,000	41,200.00	20,600.00	20,600.00	50%	0.00	50%	20,600.00	
E	21	005	105	000	305	000	422	000	Claims-Pharmacy/RX	1,410,000.00	94,043.68	94,043.68	7%	0.00	7%	1,315,956.32	
E	21	005	105	000	314	000	422	000	Springbuk Fee \$1/pm/pm	4,968.00	0.00	0.00	0%	0.00	0%	4,968.00	
000 Districtwide										91,115.00	(321,688.60)	(321,688.60)	(353%)	0.00	(353%)	412,803.60	
R	21	000	000	000	094	326	422	000	Employer-VEBA Trust Rev	(654,000.00)	(41,050.00)	(41,050.00)	6%	0.00	6%	(612,950.00)	
R	21	000	000	000	089	326	422	000	Employer-PCORI-ACA \$2.54	(3,045.00)	(3,321.00)	(3,321.00)	109%	0.00	109%	276.00	
E	21	005	105	000	301	326	422	000	Employer-VEBA Trust Pmt.	654,000.00	41,050.00	41,050.00	6%	0.00	6%	612,950.00	
E	21	005	105	000	313	326	422	000	Employer-PCORI- ACA \$2.54	3,045.00	3,321.00	3,321.00	109%	0.00	109%	(276.00)	
326 District Additional R/E										0.00	0.00	0.00	0%	0.00	0%	0.00	
R	21	000	000	000	088	331	422	000	P1 Wellness Credit	0.00	0.00	0.00	0%	0.00	0%	0.00	
E	21	005	105	000	335	331	422	000	Short-Term Lease/Rental	0.00	447.55	447.55	0%	0.00	0%	(447.55)	
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	0.00	0.00	0.00	0%	0.00	0%	0.00	
E	21	005	105	000	305	331	422	000	Consult/Fees For Svc	0.00	0.00	0.00	0%	0.00	0%	0.00	
E	21	005	105	000	314	331	422	000	Consultant Expense Wellness	0.00	0.00	0.00	0%	0.00	0%	0.00	
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	447.55	447.55	0%	0.00	0%	(447.55)	
Report Totals:										91,115.00	(321,241.05)	(321,241.05)	(353%)	0.00	(353%)	412,356.05	



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: 08.08.2024
Policy Adopted: 12.20.2023
Policy Revised: 07.01.2024



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,~~ excluding special education services; class; 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 H.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
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:



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** 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



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 Review: 05.30.2024
Policy Adopted: 07.31.2024
Policy Revised: 06.28.2023



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 \(mn.gov\)](https://www.mn.gov/schoolsafetycenter/resources)
- ~~[Minnesota School Safety Center - Resources \(mn.gov\)](https://www.mn.gov/schoolsafetycenter/resources)~~

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



524 INTERNET, TECHNOLOGY, AND CELL PHONE ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. LIMITED EDUCATIONAL PURPOSE

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

IV. USE OF SYSTEM IS A PRIVILEGE

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

district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

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

hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.
6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.
 - a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).
 - b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
 - (1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or
 - (2) such information is not classified by the school district as directory information but written consent for release of the

information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

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

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as “Facebook,” “Twitter,” “Instagram,” “Snapchat,” and “Reddit,” and similar websites or applications.
7. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person’s account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.
8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person’s property without the person’s prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
9. Users will not use the school district system (to include electronic messaging) for conducting business, for unauthorized commercial purposes, for outside organizational information, or for personal/financial gain unrelated to the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district’s Bullying Prohibition

Policy (ISD 200 Policy 514). This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

- B. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations include, but are not limited to, situations where the school district system is compromised or if a school district employee or student is negatively impacted. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

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

VI. FILTER

- A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
 - 1. Obscene;
 - 2. Child pornography; or

3. Harmful to minors.
- B. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:
1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
 2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
- D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

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

VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a

discovery that a user has violated this policy, another school district policy, or the law.

- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents have the right at any time to investigate or review the contents of their child's files and email files. Parents have the right to request the termination of their child's individual account at any time.
- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and email files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).
- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

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

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an

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

XI. USER NOTIFICATION

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
 - 1. Notification that Internet use is subject to compliance with school district policies.
 - 2. Disclaimers limiting the school district’s liability relative to:
 - a. Information stored on school district diskettes, hard drives, or servers.
 - b. Information retrieved through school district computers, networks, or online resources.
 - c. Personal property used to access school district computers, networks, or online resources.
 - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
 - 3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
 - 4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
 - 5. Notification that goods and services can be purchased over the Internet

that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.

6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Policy 406, Public and Private Personnel Data, and Policy 515, Protection and Privacy of Pupil Records.
7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

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

5. A statement that the school district's acceptable use policy is available for parental review.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

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

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

XIV. SCHOOL-ISSUED DEVICES

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

3. the school district is notified or becomes aware that the device is missing or stolen;
 4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;
 5. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.
- D. If the school district or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within 72 hours of the access, notify the student to whom the school-issued device was issued or that student's parent and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within 72 hours after that imminent threat has ceased.

XV. CELL PHONE USE

The school board directs the superintendent and school district administration to establish rules and procedures regarding student possession and use of cell phones in schools. These rules and procedures should seek to minimize the impact of cell phones on student behavior, mental health, and academic attainment. These rules and procedures may be designed for specific school buildings, grade levels, or similar criteria.

- A. Students are prohibited from using cell phones and other electronic communication devices during the instructional day. Students also are prohibited from using a cell phone or other electronic communication device to engage in conduct prohibited by school district policies including, but not limited to, cheating, bullying, harassment, and malicious and sadistic conduct.
- B. ~~If the school district has reasonable suspicion that a student's cell phone or other electronic communication device contains evidence that the student has violated a school policy, rule, or law, the school district may search the device. If the school district has a reasonable suspicion that a student has violated a school policy, rule, or law by use of a cell phone or other electronic communication device, the school district may search the device. The search of the device will be reasonably related in scope to the circumstances justifying the search.~~

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

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

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

XVII. IMPLEMENTATION; POLICY REVIEW

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

Legal References: *Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)*
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.73 (School Cell Phone Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)

Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
15 U.S.C. § 6501 et seq. (Children’s Online Privacy Protection Act)
17 U.S.C. § 101 et seq. (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children’s Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy area Sch. Dist. v. B.L., 594 U.S. 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
United States v. Amer. Library Assoc., 539 U.S. 1942003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)
Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), aff’d on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee’s Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Cross References: *ISD 200 Policy 406 (Public and Private Personnel Data)*
ISD 200 Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
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 519 (Interviews of Students by Outside Agencies)
ISD 200 Policy 521 (Student Disability Nondiscrimination)
ISD 200 Policy 522 (Student Sex Nondiscrimination)
ISD 200 Policy 603 (Curriculum Development) Policy 606 (Textbooks and Instructional Materials)
ISD 200 Policy 806 (Crisis Management Policy)

Policy Reviewed: 12.09.2020
Policy Adopted: 01.27.2021
Policy Revised: 07.01.2024

Sternau & Associates

11 South 12th Street
Minneapolis, MN 55403
612·338·5267

May 22, 2024

Superintendent-Hastings Public Schools
School District # 200
1000 West 11th St.
Hastings, MN, 55033

Dear Dr. Tamara Champa Superintendent-Hastings Public Schools

The following is intended to set forth an understanding of services to be provided School District #200, Hastings, Minnesota (the "District"), by Sternau & Associates (S&A) including their sub-contractors for the twelve-month period commencing September 1, 2024 and ending August 31, 2025.

Client Services

S&A will provide to all Employees and their immediate families of the District (the "Client"), a personal consultation and referral service with regard to personal, social, and other human service. To assist the clients in identifying both the problem(s) and the resource(s), both public and private, existing within the community, which provide services and/ or facilities to deal with the problem(s). S&A shall aid the clients in understanding differences among the service providers, such as location, cost, waiting lists, and eligibility for third party reimbursement. Selection of and contact with service provider shall be the responsibility of the client(s), for the experience of working with the service provider in order that the client(s) utilize the services in a productive way. Any counseling services over and above the assessment and referral become the financial responsibility of the individual.

S&A shall be Business Associates of the Hastings School District with regard to the Student Assistance Programs confidentiality policy.

S&A shall provide telephone consultation service between the hours of 8:00AM and 5:00PM, Monday through Friday, at Sternau & Associates facilities at 11 South 12th Street, phone (612) 338-5267. These phones are answered 24 hours per day for emergency purposes. While clients may be encouraged to attend a meeting at S&A offices, arrangements shall be made to accommodate the client(s).

If, in the opinion of the S&A evaluator, circumstances warrant, the consultant may refer the client(s) for a second opinion. Charges for such opinion shall be the responsibility of the individual(s)

Additional Services:

S&A shall provide technical assistance to the District in the form of ongoing consultation relative to the operation and utilization of the client services provided hereunder, including training of the appropriate district personnel.

S&A shall be available to the District for technical assistance and consultation with respect to evaluation of the effectiveness of the client services to District employees to be provided by S&A hereunder. Toward that end, the District shall provide S&A with such data (or access thereto) as shall be selected by the District to assist S&A in making its evaluation. Such data may include, but shall not be limited to absenteeism, turnover, accidents, indemnity benefits and medical costs. All such information shall be held in complete confidence by S&A and shall be used only in conjunction with such evaluation.

S&A Shall provide the District with statistical report(s) demonstration utilization on a biannual basis. Such reports shall contain no names or other identifying information with respect to client(s), their families, or significant others.

S&A shall maintain client files for two years period of time on all clients from the District,

S&A shall provide a certificate of professional liability insurance before the terms of this contract will be executed.

Services provided by the district:

The District shall encourage use of S&A's client services through periodic mailings or by emails to District employees and their families , the cost of which will be borne by the District.

Confidentiality:

In all consultation between S&A and the District, no names or other identifying characteristics of any client to whom services are provided hereunder shall be revealed to the District unless the client gives written permission. Therefore, the District shall not seek such information without providing S&A with such written permission form from the client. All client information shall be held in the strictest confidence by S&A.

Fees and Expenses payable to S&A:

Fees for S&A's services hereunder shall be computed as follows:

a. for all client evaluations and referrals as described in Paragraph A-1 above, in excess of three in any calendar month, \$90 per consultation. Additional visits will be the client's responsibility.

b. for all Client or District staff consultation, training, orientation, reports, evaluations or other services provided personally, other than those described in paragraph A-1 above, \$90 per hour per consultation.

c. Phone Consultation are to be billed at a rate of \$45. per hour.

d. Charges shall be billed and payable on a monthly basis.

Termination during contract period:

This contract may be terminated by either party with thirty days written notice to the other.

On the anniversary date, August 31, 2025, the fee schedule outlined in this contract will be reviewed and updated according to current fee schedules. Please, indicate your agreement with the provisions set forth above by signing the enclosed copy of this letter and returning it to Sternau & Associates at the above address.

Very truly yours,



Rene Sternau, Licensed Psychologist
Licensed Marriage and Family Therapist
Sternau & Associates

Date 5-22-24

The undersigned is in agreement with the foregoing

Dr. Tamara Champa
Superintendent Hastings School District #200

Date



2 PINE TREE DR, STE 101
 ARDEN HILLS, MN 55112-384
 612-638-1500

INVOICE: INV0002446
Date: Jul 17, 2024
Service: INVOICE
Customer PO:
Customer Ph:
Terms: NET 30 DAYS
Due Date: Aug 16, 2024

Page 1
of 1

Customer Number: 0200-0

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

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

Service Address:

Description	Qty	Unit Price	Total Price	Tax
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GENERAL SERVICE FEE OF THE
 BRIGHTWORKS BASED OFF A FLAT RATE
 \$1,200.00 MBRSHF + \$1.30/ PERSON
 ENROLLMENT COUNT W/ MAX \$12,500

FY2025 MDE STUDENT COUNT @				
MEMBERSHIP FLAT RATE FEE FY24-25	1.00	1,200.00	1,200.00	N
MEMBERSHIP PER STUDENT FEE FY2025	4,095.00	1.30	5,323.50	N

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

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

Total Charges:	\$	6,523.50
Total Tax:	\$	0.00

Total Invoice:	\$	6,523.50
Payments:	\$	0.00
Adjustments:	\$	0.00
Total Due:	\$	6,523.50



A Minnesota Service
Cooperative

2 Pine Tree Drive, Suite 101
Arden Hills, MN 55112
Phone: 612-638-1500
Fax: 612-706-0811
www.brightworksmn.org

DATE: July 24, 2024
TO: BrightWorks Member District Superintendents
FROM: John Schultz, Executive Director
RE: General Services Fee for Membership – 2024-2025

I want to thank all of you for your support of BrightWorks and for your students and staff's participation in our programs. We continually look to you and other partners in education to explore exciting new ways to support student learning, professional development, and school-based services.

BrightWorks is excited to partner with the Minnesota Department of Education to provide evidence-based support to districts and schools through the statewide system of COMPASS (Collaborative Minnesota Partnerships to Advance Student Success). The new Brightworks COMPASS team will offer support for districts using the Minnesota Multi-Tiered System of Supports (MnMTSS) framework to support continuous improvement in several areas (see attached flyer). Through this program, we will continue our dialogue with your leaders to offer relevant and effective professional development in 2024-2025. We look forward to and expect your teachers and leaders to participate in the COMPASS professional development.

I also want to announce an exciting program to address the shortage in special education. BrightWorks is sponsoring an apprenticeship program for paraprofessionals to achieve their special education licensure in EBD or ASD. BrightWorks is in partnership with the four metro intermediate districts, the Department of Labor and Industry, Minnesota State University Mankato, PELSB, and the Minnesota Department of Education.

We will also review our pilot that provided licensed mental health care providers in schools to support school staff and will again offer this service to school districts. We hope to expand this program in the 2024-25.

BrightWorks will continue to offer:

- Networks – including Homeschool Liaison and Equity Leaders
- Cooperative Purchasing Options
- Early Childhood Special Education Support
- Building Management Assistance
- ParaPro & ParaEducator Courses and Testing Site
- Professional Development for Teaching & Administrative Staff – services delivered regionally or to your site
- Resources/Libraries
- Low Incidence Special Education Professional Development – including Autism Spectrum Disorder (ASD), DeafBlindness, Traumatic Brain Injury (TBI), physical impairment, and others
- Student Enrichment Programs (provided by SparkPath) – including the Young Authors Conference, Middle Grades and Senior High Knowledge Bowl, Creativity Festival, CreativeCon, STEMLink, Minnesota Future City Competition, and the Spelling Bee. New in 2025 is the Minnesota Braille Challenge.

We are committed to offering quality services in the resource-challenged environment that BrightWorks and districts face. We are proposing a modest increase to our membership fees to meet inflation. BrightWorks fee for 2024-2025 will be a \$1200 base plus \$1.30 per pupil, not to exceed \$12,500. Your district's membership is important. It not only ensures our services will be available when needed, it also reduces their costs (by approximately 45%). An invoice requesting payment for the 2024-2025 general service membership fee is enclosed.

Participation data from the 2023-2024 year is included with this letter.



A Minnesota Service
Cooperative

2 Pine Tree Drive, Suite 101
Arden Hills, MN 55112
Phone: 612-638-1500
Fax: 612-706-0811
www.brightworksmn.org

We always welcome input from our members to ensure that needs are met. Please contact me at any time for information or questions about membership. I can be reached at 612-638-1525 or via email at john.schultz@brightworksmn.org.

All of us at BrightWorks are dedicated to serving your district, schools, staff, and students. We look forward to working together to create yet another outstanding year of facilitating cost-effective collaboration among metro area educators!

encs.

Sincerely,

BrightWorks provides comprehensive service to districts and schools in the 7-county metro area. Resources for: Superintendents, Business Managers, Teaching & Learning Directors, Professional Development Coordinators, Principals, Teachers, Students, Special Education Leaders, Paraprofessionals, Facilities Directors, and Health Services Directors are outlined below.

Administrative Services & Publications

- Annual Class Size Study
- Composite Calendar
- Cooperative Purchasing (satisfies Minnesota competing bidding requirements)
- Education Policy Development
- Mental Health Services for School Staff
- ParaPro and ParaEducator Testing
- Professional Development Catalog

Special Education

State-Initiated, Federally Funded Programs

- Early intervention strategies for children with disabilities
- Greater MN Launch PAD
- Minnesota School-Wide Positive Behavior Interventions & Supports
- Network developing, conferences, and cutting-edge staff training
- Professional development and technical assistance for staff in the low incidence areas of Special Education
- Special Education libraries (Judy Wolff Library, Zot Artz Library, DeafBlind Toy Lending Library)



Professional Development

Our Collaborative Minnesota Partnerships to Advance Student Success (COMPASS) team will support schools in the following areas:

- Leadership Development
- Literacy Instruction & Support
- Math Instruction & Support
- Minnesota Multi-Tiered Systems of Support (MnMTSS)
- Equity & Cultural Competency
- Culturally Responsive Instructional Leadership
- Healthy Culture & Climate

Health & Safety

- Professional development
- Building management assistance services

Student Programs

Conferences and competitions for students in grades 3-12

- CreativeCon
- Creativity Festival
- Future City Competition
- Knowledge Bowl
- Minnesota Braille Challenge
- Spelling Bee
- STEMLink
- Young Authors Conference

*BrightWorks members save 30%-50% on SparkPath student program registration fees.



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612-638-1500



SparkPath

OUR VISION:
Expand curiosity,
confidence, and
creativity in students.

SparkPath is a 501(c)(3) non-profit organization created by BrightWorks, a Minnesota Service Cooperative, to provide student enrichment programs. BrightWorks member districts/schools save 30%-50% on SparkPath registration fees. Learn more about membership at www.brightworksmn.org.

Engaging Field Trips

Opportunities to learn from and with Minnesota professionals in our local arts, writing, and STEM communities

CreativeCon - Grades 5-8

Creativity Festival - Grades 3-5

STEMLink - Grades 5-6

Young Authors Conference - Grades 4-8



Exciting Academic Competitions

Challenging experiences that emphasize academic excellence, leadership, healthy competition, good sportsmanship, and effective communication

Future City Competition - Grades 6-8

Middle Grades Knowledge Bowl - Grades 6-8

Minnesota Braille Challenge - Grades 1-12

Senior High Knowledge Bowl - Grades 9-12

Twin Cities Regional Spelling Bee - Grades 4-8



2024 Student & Teacher Testimonials

- I learned that being creative is your choice and you can express it in many ways.
- At STEMLink, I got to do a lot of cool stuff, I got to build/create, work with my team, achieve stuff, and so much more.
- Attending the Young Authors Conference made me a way better writer. PLEASE SEND ME BACK NEXT YEAR!
- My favorite Future City Competition memory is the time we worked in the maker space for two days. By the end we were so proud of ourselves and proud of each other.
- My favorite Knowledge Bowl memory is knowing the answers to a question and getting it right with confidence.
- Future City Competition is a wonderful event for students of varied interests and abilities to work together to research and present engineering solutions to actual city planning issues.



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www.sparkpath.org
612-638-1500

A Minnesota Service
Cooperative



Creativity Festival

Grades 3-5

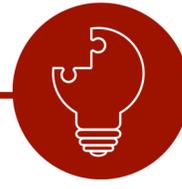
January 7-8, 2025

Ted Mann Concert Hall, U of MN

Aligns with Minnesota Academic Standards
in Arts Education

Features:

- Opening performance
- Breakout sessions (led by visual/performing artists and STEM leaders) that promote curiosity, develop creativity, and strengthen problem-solving skills



CreativeCon

Grades 5-8

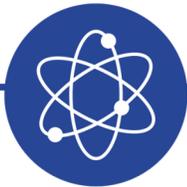
January 9, 2025

Ted Mann Concert Hall, U of MN

Aligns with Minnesota Academic Standards
in Arts Education

Features:

- Opening performance
- Breakout sessions (led by visual/performing artists and STEM leaders) that promote curiosity, develop creativity, and strengthen problem-solving skills



STEMLink

Grades 5-6

Spring 2025

Aligns with Minnesota Academic Standards
in Science

Features:

- Keynote and breakout sessions led by college faculty and STEM professionals
- Students learn real-world applications of math and science



Young Authors Conference

Grades 4-8

March 14 & May 27-29, 2025

Bethel University

Aligns with Minnesota Academic Standards
in English Language Arts

Features:

- Keynote and breakout sessions led by local authors
- Students learn new strategies, ideas, and skills to become stronger writers

Rates per student:

BrightWorks Members*: Early Bird - \$41 / Regular - \$43

Non-Members: Early Bird - \$55 / Regular - \$57

*SparkPath presents its programs in collaboration with BrightWorks.

BrightWorks member districts/schools save 34% on registration fees.

Learn more about membership: www.brightworksmn.org

2024-2025 ACADEMIC COMPETITIONS



Future City Competition Grades 6-8

September 2024 - January 2025

Regional Competition
January 2025

Dakota County Technical College

Rate per school:
\$25

Aligns with Minnesota Academic Standards
in Science, Math, Social Studies, and
English Language Arts



Middle Grades Knowledge Bowl

Grades 6-8

November 2024 - February 2025

Rates per team:
\$150 (Members*)
\$300 (Non-Members)

Aligns with Minnesota Academic Standards
in Science, Math, Social Studies, and
English Language Arts



Senior High Knowledge Bowl

Grades 9-12

December 2024 - March 2025

Rates per team:
\$265 (Members*)
\$510 (Non-Members)

Tiered discount with additional teams

Aligns with Minnesota Academic Standards
in Science, Math, Social Studies, and
English Language Arts



Twin Cities Regional Spelling Bee

Grades 4-8

March 2025

Fridley High School Auditorium

Rate per school:
\$175 (through Scripps)

Regional Bee with top 50 spellers

Rate per speller:
\$40 (Members*)
\$80 (Non-Members)

Aligns with Minnesota Academic Standards
in English Language Arts

*SparkPath presents its programs in collaboration with BrightWorks.
BrightWorks member districts/schools save 30%-50% on registration fees.
Learn more about membership: www.brightworksmn.org



RECOMMENDATION TO APPROVE UPDATED NON-CONTRACT RATES OF PAY

August 28, 2024

In follow up to a review of the District non-contracted rates of pay, administration is recommending approval of the following additions/updates:

1. Addition of a Non-Public rate of pay for Counselor, a new position that has been added at one of our non-public schools; and
2. Updated Crossing Guard hourly rate of pay due as a result of the updated contract with the City of Hastings; and
3. An updated food service sub rate of pay, based on a study completed of rates with our comparison districts.

Submitted by: Cathy Moen, Director of Human Resources



HASTINGS PUBLIC SCHOOLS
NON-CONTRACTED RATES OF PAY
Updated August 23, 2024

POSITION	HOURLY RATE
Accompanist	\$35.00
Activities/Athletics	
Athletic Trainer/Lifeguard	\$25.00
High School Officials	Per the Metro Officials Fee Structure
Middle School Officials	See MS Official Pay Schedule
Raiders Express Coach	\$20.00
Raiders Express Lead	\$25.00
School Activities/Athletic Event Workers/Ticket Takers (Effective 6.1.23)	\$18.00
Section/Region/State/MSHSL Events	Per Respective Event Guidelines
Site Managers	\$22.00
Table Workers	\$20.00
AVID Tutors (non-student)	\$12.50
Community Ed Instructors	As Negotiated
Counselor (Non-Public)	\$34.74
Crossing Guards (Pd through City of Hastings)*	\$16.25
Drivers Ed Instructors (Classroom and Behind the Wheel)	\$34.00
Early Childhood Program Assistant (Less than 10.5 hours)	\$18.00
Educational Support Professional	
Instructional Assistant (School year only)	\$19.40
Instructional Assistant (Non-IEP Outside of Reg. School Day, Summer School, Targeted Svcs.)	\$22.00
Student Assistant (Lunchroom/Playground)	\$16.37
Food Service	
Cook Assistant	\$17.50
Interpreters**	\$30.00
Light/Sound Technician (Facilities)	\$26.00
Light/Sound Assistant	\$11.00
Nurses	
Non-Public Nurse (RN)	\$33.68
Summer/Substitute LPN***	\$25.98
Summer/Substitute RN***	\$31.42
School Age Care (SAC)	
SAC Program Assistant (Less than 10.5 hrs/wk)	\$15.30
Summer SAC Assistant***	\$15.30
Summer SAC Program Lead***	\$21.50
Site/Facilities/Open Gym Supervisor	\$15.00
Snow Plow (Temporary)	\$21.50
Student Workers/Assistants	\$11.00
Substitute Teacher	\$175.00/day
Substitute Teacher (Floating and Short Call Pilot through MDE)	\$200/day
Summer Grounds/Custodial	\$16.00
Summer Grounds - Large Mower	\$16.50
Temporary Clerical / Tech Support / Other Support Staff***	\$17.84
Test Proctors***	\$20.00

* Rate subject to contract with City

** Rate rounded to nearest quarter hour

*** Current employees will be paid at their regular hourly/contract rate of pay

INDEPENDENT
SCHOOL DISTRICT **#200**

Master Agreement



20242-20253
20253-20264

District Supervisors

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ARTICLE I - DEFINITIONS

Section 1 - Definition of Unit

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

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

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

Section 2 - Working Day

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

Section 3 - Work Year

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

Section 4 - Domestic Partner

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

ARTICLE II - SCHOOL BOARD RIGHTS

Section 1 - Inherent Managerial Rights

The Supervisors recognize that the ~~sSchool bBoard~~ is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. All managerial rights and functions not expressly delegated in this Agreement are reserved to the ~~sSchool bBoard~~.

Section 2 - Management Responsibilities

The Supervisors recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the ~~School~~District within its legal limitations, and with its primary obligation to provide educational opportunity for the students of the ~~school~~dDistrict.

Section 3 - Effect of Laws and Regulations

The parties recognize that the ~~school-district~~District, all employees covered by this Agreement, and all provisions of the Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

ARTICLE III - SUPERVISOR RIGHTS

Section 1 - Right to Views

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

Section 2 - Personnel Files

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

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

ARTICLE IV - COMPENSATION

Section 1 - Wages/Compensation

Subd. 1 - The wages/compensation reflected in Appendix A shall be in effect for the period commencing July 1, 202~~4~~2 and ending June 30, 202~~6~~4.

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

Section 2 - Initial Compensation

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

Section 3 - Pay

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

Subd. 2 - Payment for wages earned will be paid in equal installments over the number of months

actually worked by the employee, unless otherwise elected prior to July 1 each year.

Section 4 - Advancement on the Salary Schedule

Subd. 1 - Employees hired on or before ~~December 31~~March 1 shall be paid at their starting step on the salary schedule. Effective the following July 1, employees shall be advanced to the next step. Employees hired after ~~December 31~~March 1 shall be paid at their starting step on the salary schedule until July 1 of the following calendar year. Thereafter, employees shall advance on the salary schedule as of July 1 until the top step has been reached.

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

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

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

Subd. 5 - 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.

ARTICLE V - ~~VACATION AND HOLIDAYS~~

Note: Section 1, Discretionary Leave, will be moved to Section I of Article VI, Leaves

Section 1 — ~~Vacation~~Discretionary Leave

Subd. 1 - Employees shall earn discretionary leave in accordance with the accrual schedule below:

<u>Years of Employment</u>	<u>Annual Days Earned</u>
<u>0 – 4</u>	<u>23</u>
<u>5 – 9</u>	<u>28</u>
<u>10 or more</u>	<u>31</u>

Subd. 2 – Employees working at least 184 days, but less than 52 weeks per year shall be eligible for seven days of discretionary leave.

Subd. 3~~4~~ - Employees working at least 184 days per year shall be eligible for ~~vacation~~discretionary leave. Discretionary leave~~Vacation~~ accruals will be allocated on July 1 each year. Accruals will be based on the actual number of years completed at the time of the accrual.

Subd. 4 - Employees beginning employment after July 1 shall earn a pro-rata amount of discretionary leave.

Subd. 5 - Discretionary leave must be scheduled in advance with the employee’s supervisor and must be approved by the supervisor or his/her designee.

Subd. 6 - Pay for discretionary leave shall be at the employee's regularly scheduled base work day.

Subd. 7 - An employee may carry over a maximum of ten days into the next fiscal year. An employee with a carryover amount that exceeds ten days will be paid out for up to three days at the end of each school year. The number of days paid shall be based on the number of days exceeding ten, and will be paid at a daily rate of \$160 per day. Payment of such days shall be made no later than July 30 each year.

Subd. 82 -- Upon termination, the employee's last pay check will be adjusted for any discretionary leave used in excess of what has been earned. Accrued vacation shall be adjusted for employees who resign prior to the end of the year and an employee's last check will be deducted for any vacation leave used in excess of that earned.

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

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

Subd. 4 - Employees working at least 184 days, but less than 52 weeks per year shall be eligible for five days of vacation.

Subd. 5 - An employee may carry over a maximum of ten days into the next fiscal year.

Subd. 6 - Upon termination, the employee's last pay check will be adjusted for any vacation used in excess of what has been earned.

Subd. 97 - Employees shall be eligible to receive payment for up to ten unused earned ~~discretionary vacation~~ days upon separation from the District at their regular daily rate of pay.

Subd. 10 - In the event an employee's immediate family member dies or becomes hospitalized with a serious illness or injury while an employee is out using discretionary leave, the employee's leave may be changed to the appropriate leave type with the approval of Human Resources.

Section 12 - Holidays

Subd. 1 - Employees working 52 weeks shall be entitled to 14 ~~d~~District established holidays each year. Employees working less than 52 weeks shall be eligible for paid holidays that fall within their work year.

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

ARTICLE VI - LEAVES

Section 1 - Essential Leave

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

~~Subd. 2 - Employees will be paid out for unused essential leave days at the end of each school year, to be paid at a daily rate of \$160 for full time employees. Payment of such days shall be made by no later than July 30 of each year.~~

Section 2 — Sick/ESST (Earned Sick and Safe Time) Leave

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

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

Subd. 3 - The ~~school board~~ District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness or injury, in accordance with Minnesota Statute and ESST laws, 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. 4 - Unused sick/ESST leave days may accumulate without limit.

Subd. 5 - Employees with accrued sick/ESST leave in excess of 142 days will be paid out for up to six days of unused sick/ESST leave at the end of each school year. The number of days paid shall be based on the number of leave days exceeding 142, and will be paid at a daily rate of \$160 for full time employees. Payment of such days shall be made no later than July 30 of each year.

~~Subd. 6 — A sick leave bank shall be available in accordance with the terms provided in the MOU at the end of this Master Agreement. For the duration of the 2022-2024 Agreement, and until the 2024-2026 Agreement is ratified, this Subd. shall be replaced by the Sick Leave Bank MOU at the end of this Agreement. On or about January 15 of each year, the business office will contact members for voluntary donations of unused sick leave days to establish and maintain a paid sick leave bank up to 250 days. Employees may donate a maximum of two days per year to the bank. If a member of the bargaining unit runs out of sick leave due to serious illness, they may submit a request to the Director of Human Resources, to use up to ten days of leave from the sick leave bank.~~

Section 3 - Bereavement Leave

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

Subd. 2 - For purposes of this Section, immediate family shall be defined as the employee's

spouse, child, parent/guardian, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparent, grandchildren, spouse's grandparent, stepparent, domestic partner, or domestic partner's parent.

Section 4 - Jury Duty and Other Legal Commitments

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

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

ARTICLE VII - EMPLOYMENT PRACTICES

Section 1 - Emergency Closings

In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but directed not to report, will be paid. If staff are directed to report, please refer to the District's [provisions on School Closings & Provisions Guidelines](#), located on the [School-District's Website](#).

Section 2 – 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 discretionary 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.

Section 32 - Work Stoppage

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

Section 43 - Mileage Reimbursement

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

ARTICLE VIII - INSURANCE

Section 1 - Eligibility for Benefits

Each employee may only be covered under one policy under each of the District's insurance

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

Section 2 - Health and Hospitalization

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

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

The District contribution for 2024-2025 shall be as follows:

Non-High Deductible (Comp Basic)

Effective July 1, 2024~~2~~: Up to ~~\$2,1614,867~~ per month

High Deductible/VEBA

Effective July 1, 2024~~3~~: Up to ~~\$1,9614,667~~ per month

The District contribution for 2025-2026 shall be as follows:

Non-High Deductible (Comp Basic)

Effective July 1, 2025: Up to \$2,585

High Deductible/VEBA

Effective July 1, 2025: Up to 2,385

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

Effective July 1, 2024~~2~~: \$100.00 per month

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

Effective July 1, 2024~~2~~: \$200.00 per month

Subd. 5 - The annual VEBA contribution will be divided equally over the number of payrolls the employee is paid each year.

~~Subd. 6 - 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. 67 - In the event this Agreement causes or will cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a new Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District.

Section 3 - Dental Insurance

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

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

Effective July 1, 202~~4~~2: Up to \$119.33 per month

Section 4 - Life Insurance

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

Section 5 - Long Term Disability (LTD) Insurance

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

Subd. 2 - Employees who are totally disabled shall be allowed to continue on the District's medical insurance plan ~~at the same cost as provided for active employees~~ in accordance with Minnesota state and federal laws related to benefit continuation.

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

Section 6 - Disclaimer

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

ARTICLE IX - MATCHING DEFERRED COMPENSATION

Section 1 - Eligibility

Employees who are regularly employed with the ~~school-d~~District shall be eligible to participate in a

403(b)/457 matching contribution plan pursuant to M.S.356.24. Employees eligible for severance shall not be eligible for a 403(b)/457 match.

Section 2 - 403(b)/457 Matching Plan

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

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

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

Subd. 23 - District match eligibility shall be determined on July 1 each year. Eligibility will be based on actual number of years completed at the time eligibility is determined.

Subd. 34 - The ~~d~~District contribution will begin when the employee establishes participation in an eligible investment program as defined by statute. The ~~d~~District match cannot be accumulated on a retroactive basis.

Subd. 45 - Changes to or initial entry into the plan shall occur on the first pay day following the date a salary reduction authorization is received by the ~~Human Resources Payroll~~ Department. An employee's match on any given payroll shall not exceed the Maximum Annual Match (as defined above) the employee is eligible for.

ARTICLE X - GRIEVANCE PROCEDURE

Section 1 - Definitions

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

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

Subd. 3 - Representative: Representative shall mean another person from the Supervisor's bargaining group, designated by the employee to represent them. ~~any person designated by the employee, an administrator, or the School Board, to act on their behalf.~~

Section 2 - Time Limits

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

Subd. 2 - If the employee does not file a grievance, in writing as defined herein, within 20 days after the employee knew or should have known of the act or condition on which the grievance is

based, or within 30 days after informal procedures are initiated, whichever is less, the grievance shall be considered waived.

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

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

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

Section 3 - Informal Procedures

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

Section 4 - Formal Procedures

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

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

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

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

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

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

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

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

receipt of the written appeal.

Section 5 - Election of Remedies and Waiver

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

ARTICLE XI - DURATION

Section 1 - Duration

Subd. 1 - This agreement shall remain in full force and effect for a period commencing on July 1, 202~~4~~², through June 30, 202~~6~~⁴. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

Subd. 2 - In the event a new Agreement is not in effect on July 1, 202~~6~~⁴, all compensation and working conditions shall remain in effect as set forth in this Agreement until a successor Agreement is affected.

ARTICLE XII - GRANDFATHERED RETIREMENT CONDITIONS FOR MARY ELLEN

FOX

Section 1 - Eligibility

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

~~Subd. 2 - Payment of Severance Compensation: Severance Compensation shall not be granted to any Supervisor who is discharged for cause by the School District. The employee named under Article XII, who retire during the period covered by this contract, will participate in a Health Care Savings Plan. Within 15 business days after the final date of employment in District 200, 100% of the total amounts of the compensation specified will be transferred to a Health Care Savings Plan.~~

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

~~Subd. 4 - The District considers the following referenced employee as "exempt" and, not subject to hourly wage laws. If it is determined that the above mentioned employees are "non-exempt" then the above stated salary is based on a 60 hour work week. Any additional compensation needs to be approved in advance by the Superintendent or his/her designee.~~

Section 12 -- Retirement Conditions for Mary Ellen Fox, Supervisor of Health Services

Coordinator, Mary Ellen Fox

Mary Ellen Fox will receive retirement benefits as follows:

Subd. 1 - Eligibility: ~~The full time employee identified in this section,~~ Mary Ellen Fox, was hired prior to July 1, 2008, has completed at least 12 years of continuous service with the ~~school-~~ ~~d~~District and is at least 55 years of age.; If regularly employed, she shall be eligible for severance pay, pursuant to the provisions of this Article upon submission of a 30-day notice, written resignation accepted by the ~~s~~School ~~b~~B~~o~~ard. She will retain her rights to severance as outlined below and forfeit all rights to 403(b)/457 Matching Contributions by the District. Each section of Article XII will sunset upon the retirement of the individual(s) named in that section.

Subd. 24 - The District considers the following referenced employee Mary Ellen Fox an "exempt" employee and, not subject to hourly wage laws. If it is determined that the above mentioned employees are she is "non-exempt" then the above stated salary is based on a 60 hour work week. Any additional compensation needs to be approved in advance by the Superintendent or his/her designee.

Subd. 32 - Severance: Mary Ellen Fox, upon retirement, shall receive as severance pay an amount representing 50 days' pay.

Subd. 43 - Resignation/Retirement: Either party may terminate this agreement upon 30 days written notice with or without cause.

Subd. 5 - Payment of Severance Compensation: Severance Compensation shall not be granted to Mary Ellen if she is discharged for cause by the District. If she retires during the period covered by this contract, she will participate in a Health Care Savings Plan. Within 15 business days after the final date of employment in the District, 100% of the total amounts of the compensation specified will be transferred to a Health Care Savings Plan.

Subd. 63 - Deferred Compensation: In addition to the pay provided in Subd. 32, Mary Ellen Fox shall be eligible to receive as deferred compensation pay, upon ~~the employee's~~ her retirement, the amount obtained by multiplying 60% of ~~the employee's~~ her unused number of sick/ESST leave days, but in any event not to exceed 72 day's pay.

Subd. 74 - Daily Rate: The hours per day used in the above calculation are the number of hours worked per day at the time of retirement. Severance is capped at Grade 11, \$29.10 per ~~hour,~~ the maximum hourly rate for Grade 11, according to the salary schedule for the 2008-~~09~~ school year. Hours per day will be based on a five year average.

Subd. 85 - Group Insurance: ~~An employee who~~ Mary Ellen retires early pursuant to this Article, she shall be eligible to continue participation in the ~~d~~District group medical-hospitalization insurance plan, if permitted by the terms of the policy with the insurance carrier, but shall pay the entire premium for such insurance. It is the responsibility of ~~the employee~~ Mary Ellen Fox to arrange with the school business office to pay to the ~~school-~~ ~~d~~District the monthly premium amounts in advance and on such date as determined by the ~~school-~~ ~~d~~District. The employee's Her right to continue participation in such group insurance, however, will discontinue upon the ~~employee-~~ reaching the age of 65.

Subd. 96 - Death of the Employee - In the event of the death of an employee who is eligible for

severance pay under the provisions of this 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.

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

District Supervisors

Hastings Public Schools
Independent School District 200

Supervisors' Representative

Chairperson

Clerk

Chief Board Negotiator

Date: _____

Date: _____

APPENDIX A - SALARY PROGRAM

Grade 15

~~Director of Buildings and Maintenance*~~

Director of Food Service and Nutrition*

Supervisor of Special Services

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
202 <u>4</u> 2-202 <u>5</u> 3	\$79,115	\$83,325	\$87,534	\$91,743	\$95,952	\$100,164	\$104,370
202 <u>5</u> 3-202 <u>6</u> 4	\$80,698	\$84,991	\$89,284	\$93,577	\$97,871	\$102,164	\$106,457

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>2024-2025</u>	<u>\$91,963</u>	<u>\$98,126</u>	<u>\$104,289</u>	<u>\$110,452</u>	<u>\$116,616</u>
<u>2025-2026</u>	<u>\$94,721</u>	<u>\$101,070</u>	<u>\$107,418</u>	<u>\$113,766</u>	<u>\$120,114</u>

Grade 14

Supervisor of Health Services-~~Coordinator~~ (41.6 weeks/208 days)**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
202 <u>4</u> 2-202 <u>5</u> 3	\$71,430	\$75,193	\$78,956	\$82,719	\$86,481	\$90,244	\$94,007
202 <u>5</u> 3-202 <u>6</u> 4	\$72,859	\$76,697	\$80,535	\$84,373	\$88,211	\$92,049	\$95,887

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>2024-2025</u>	<u>\$82,951</u>	<u>\$89,592</u>	<u>\$96,234</u>	<u>\$102,875</u>	<u>\$109,517</u>
<u>2025-2026</u>	<u>\$85,440</u>	<u>\$92,280</u>	<u>\$99,121</u>	<u>\$105,962</u>	<u>\$112,802</u>

Supervisor of Early Childhood Programs (36.8 weeks/184 days)

<u>2024-2025</u>	<u>\$85,683 (Annual salary at 36.8 weeks/184 days)</u>
<u>2025-2026</u>	<u>\$88,253 (Annual salary at 36.8 weeks/184 days)</u>

Grade 13

~~Finance~~-Supervisor of Finance

Network Administrator

~~Payroll and Benefits~~-Supervisor of Payroll and Benefits

Supervisor of Buildings and Grounds

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
20 <u>4</u> 2-202 <u>5</u> 3	\$65,596	\$68,720	\$71,844	\$74,968	\$78,092	\$81,216	\$84,340
202 <u>5</u> 3-202 <u>6</u> 4	\$66,908	\$70,094	\$73,281	\$76,467	\$79,654	\$82,841	\$86,027
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>		

<u>2024-2025</u>	<u>\$75,479</u>	<u>\$80,852</u>	<u>\$86,225</u>	<u>\$91,597</u>	<u>\$96,970</u>
<u>2025-2026</u>	<u>\$77,744</u>	<u>\$83,278</u>	<u>\$88,811</u>	<u>\$94,345</u>	<u>\$99,879</u>

~~* These positions are grandfathered in as Directors. At such time as the positions become vacant, they will be posted as Supervisor positions. The title of this position is grandfathered as "Director." At such time as this position becomes vacant, it will be posted with the title of "Supervisor of Food Service and Nutrition."~~

~~** Effective July 1, 2025, this position will be change to a 52 week position.~~

Note: All positions are 52 weeks unless noted otherwise.

MEMORANDUM OF UNDERSTANDING - SICK LEAVE BANK

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

WHEREAS, the District and the Association 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 VI, Section 2, Sick Leave, Subd. 6, of the Master Agreement shall be suspended and the terms of the Sick Leave Bank provided in this MOU will apply.~~

NOW THEREFORE, it is mutually agreed by and between the undersigned parties that the terms of the Sick Leave Bank shall go into effect upon the ratification of the 202~~42~~-202~~64~~ Master Agreement and continue until the ratification of the 202~~64~~-202~~86~~ 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/ESST leave accrual, and other paid leave available to them (i.e. ~~essential leave, vacation, etc.~~discretionary leave), 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 Association representative, 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.

For the District Supervisors

For the District

Date

Date

INDEPENDENT
SCHOOL DISTRICT **#200**

Master Agreement



20242-20253
20253-20264

District Administrators

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ARTICLE I - DEFINITIONS

Section 1 - Definition of Unit

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

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

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

Section 2 - Working Day

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

Section 3 - Work Year

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

Section 4 - Domestic Partner

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

ARTICLE II - SCHOOL BOARD RIGHTS

Section 1 - Inherent Managerial Rights

The Administrators recognize that the ~~s~~School board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the employers, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel. All managerial rights and functions not expressly delegated in this Agreement are reserved to the school board.

Section 2 - Management Responsibilities

The Administrators recognize the right and obligation of the School Board to efficiently manage and conduct the operation of the ~~School~~District within its legal limitations, and with its primary obligation to provide educational opportunity for the students of the ~~school-d~~District.

Section 3 - Effect of Laws and Regulations

The parties recognize that the ~~school-d~~District, all employees covered by this Agreement, and all provisions of the Agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

ARTICLE III - ADMINISTRATOR RIGHTS

Section 1 - Right to Views

Pursuant to M.S. 179.65, Subd. 1, nothing contained in the Agreement shall be construed to limit, impair or affect the right of any Administrator or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment or circumvent the rights of the Administrator, nor shall it be construed to require any public employee to perform labor or services against his/her will.

Section 2 - Personnel Files

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

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

ARTICLE IV - COMPENSATION

Section 1 - Wages/Compensation

Subd. 1 - The wages/compensation reflected in Appendix A shall be in effect for the period commencing July 1, 202~~4~~2 and ending June 30, 202~~6~~4.

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

Section 2 - Initial Compensation

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

Section 3 - Pay

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

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

Section 4 - Advancement on the Salary Schedule

Subd. 1 - Employees hired on or before ~~December 31~~ March 1 shall be paid at their starting step on the salary schedule. Effective the following July 1, employees shall be advanced to the next step. Employees hired after ~~December 31~~March 1 shall be paid at their starting step on the salary schedule until July 1 of the following calendar year. Thereafter, employees shall advance on the salary schedule as of July 1 until the top step has been reached.

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

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

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

ARTICLE V - ~~VACATION AND HOLIDAYS~~

Section 1 — ~~Vacation [MOVED TO LEAVES AS DISCRETIONARY LEAVE]~~

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

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

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

~~Subd. 4 - An employee may carry over a maximum of ten days into the next fiscal year.~~

~~Subd. 5 - Employees shall be eligible to receive payment for up to ten unused earned vacation days upon separation from the District, at their regular daily rate of pay.~~

Section 12 - Holidays

Subd. 1 - Employees working 52 weeks shall be entitled to 14 ~~d~~District established holidays each year. Employees working less than 52 weeks shall be eligible for paid holidays that fall within their work year.

~~Subd. 2 - If any of the legal holidays fall on weekend days, the holiday will be observed on the preceding Friday or the following Monday, as determined by the District. Christmas Day or New Year's Day falls on a Saturday or a Sunday, the Administrator~~

may take the day before Christmas Day and the day before New Year's Day on the days specified by the Superintendent, consistent with the need for administrative services in District 200.

ARTICLE VI - LEAVES

Section 1 – Discretionary Leave ~~Vacation~~ **[MOVED FROM ARTICLE V]**

Subd. 1 - Employees working 52 weeks per year shall earn ~~31~~²⁸ days of ~~vacation~~ discretionary leave each year. ~~Discretionary leave~~^{Vacation} accrual will be pro-rated for employees working less than 52 weeks.

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

Subd. 3 - Discretionary leave must be scheduled in advance with the employee's supervisor and must be approved by the supervisor or his/her designee.

Subd. 43 ~~— Upon termination, the employee's last pay check will be adjusted for discretionary leave used in excess of what has been earned. Accrued vacation shall be adjusted for employees who resign prior to the end of the year and an employee's last check will be deducted for any vacation leave used in excess of that earned.~~

Subd. 54 - An employee may carry over a maximum of ten days into the next fiscal year. An employee with a carryover amount that exceeds ten days will be paid out for up to three days at the end of each school year. The number of days paid shall be based on the number of days exceeding ten, and will be paid at a daily rate of \$260 per day. Payment of such days shall be made no later than July 30 each year.

Subd. 65 - Employees shall be eligible to receive payment for up to ten unused earned ~~discretionary leave~~^{vacation} days upon separation from the District, at their regular daily rate of pay.

Subd. 7 - In the event an employee's immediate family member dies or becomes hospitalized with a serious illness or injury while an employee is out using discretionary leave, the employee's leave may be changed to the appropriate leave type with the approval of Human Resources.

Section 1 – Essential Leave

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

Subd. 2 - ~~Employees will be paid out for unused essential leave days at the end of each school year, to be paid at a daily rate of \$260 for full-time employees. Payment of such days shall be made by no later than July 30 of each year.~~

Section 2 – Sick/ESST Leave

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

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

Subd. 3 - The ~~school board~~ District may require an employee to furnish a medical certificate from a qualified physician as evidence of illness or injury, in accordance with Minnesota Statute and ESST laws, 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. 4 - Unused sick/ESST leave days may accumulate without limit.

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

Subd. 6 ~~— A sick leave bank shall be available in accordance with the terms provided in the MOU at the end of this Master Agreement. For the duration of the 2022-2024 Agreement, and until the 2024-2026 Agreement is ratified, this Subd. shall be replaced by the Sick Leave Bank MOU at the end of this Agreement. On or about January 15 of each year, the business office will contact members for voluntary donations of unused sick leave days to establish and maintain a paid sick leave bank up to 250 days. Employees may donate a maximum of two days per year to the bank. If a member of the bargaining unit runs out of sick leave due to serious illness, they may submit a request to the Director of Human Resources, to use up to ten days of leave from the sick leave bank.~~

Section 3 - Bereavement Leave

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

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

Section 4 - Jury Duty and Other Legal Commitments

Subd. 1 - Employees called for jury duty, deposition, subpoena or to give testimony before a court, legal jurisdiction or administrative proceedings shall be granted a leave of absence

unless the employee is party to a court action against the District, is a complainant in an action against the District, or is a participant in an action on behalf of the exclusive representative and/or is the subject in a criminal, civil and/or personal legal accusation.

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

ARTICLE VII - EMPLOYMENT PRACTICES

Section 1 - Emergency Closings

In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but directed not to report, will be paid. If staff are directed to report, please refer to the District's [provisions on School Closings & Provisions Guidelines](#), located on the ~~School~~ District's [W](#)webpage.

Section 2 – 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 discretionary 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.

Section 32 - Work Stoppage

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

ARTICLE VIII - REIMBURSEMENTS, DUES, AND ALLOWANCES

Section 1 - Payment of Dues

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

Section 2 - Continuing Education Allowance.

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

Section 3 - Mileage Reimbursement

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

ARTICLE IX - INSURANCE

Section 1 - Eligibility for Benefits

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

Section 2 - Health and Hospitalization

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

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

The District contribution for 2024-2025 shall be as follows:

Non-High Deductible (Comp Basic)

Effective July 1, 202~~4~~²: Up to \$2,~~496~~^{120.50} per month

High Deductible/VEBA

Effective July 1, 202~~4~~²: Up to \$~~2,296~~^{1,921} per month

The District contribution for 2025-2026 shall be as follows:

Non-High Deductible (Comp Basic)

Effective July 1, 2025: Up to \$2,940 per month

High Deductible/VEBA

Effective July 1, 2025: Up to \$2,740 per month

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

Effective July 1, 202~~4~~²: \$100.00 per month

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

Effective July 1, 202~~4~~²: \$200.00 per month

Subd. 5. - The annual VEBA contribution will be divided equally over the number of payrolls the employee is paid each year.

~~Subd. 6 - For the 2023-2024 plan year (through June 30, 2024) an employee shall experience an increase in deduction for family of no more than \$15.00 per month.~~

Subd. 67 - In the event this Agreement causes or will cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a new Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District.

Section 3 - Dental Insurance

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

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

Effective July 1, 202~~4~~²: \$137.45 per month

Section 4 - Life Insurance

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

Section 5 - Long Term Disability (LTD) Insurance

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

Subd. 2 - Employees who are totally disabled shall be allowed to continue on the District's medical insurance plan ~~at the same cost as provided for active employees~~ in accordance with Minnesota state and federal laws related to benefit continuation.

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

Section 6 - Disclaimer

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

Section 7 - Physical Examination

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

ARTICLE X - MATCHING DEFERRED COMPENSATION

Section 1 - Eligibility

Subd. 1 - Eligibility: Employees who are regularly employed with the ~~school-d~~District shall be eligible to participate in a 403(b)/457 matching contribution plan pursuant to M.S.356.24.

Section 2 - 403(b)/457 Matching Plan

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

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

~~Subd. 2 - Annual matching contributions shall not exceed \$5,500 annually, or a lifetime maximum of \$70,000.~~

Subd. 23 - District match eligibility shall be determined on July 1 each year. Eligibility will be based on actual number of years completed at the time eligibility is determined.

Subd. 34 - The ~~d~~District contribution will begin when the employee establishes participation in an eligible investment program as defined by statute. The ~~d~~District match cannot be accumulated on a retroactive basis.

Subd. 45 - Changes to or initial entry into the plan shall occur on the first pay day following the date a salary reduction authorization is received by the Human Resources Payroll Department. An employee's match on any given payroll shall not exceed the Maximum Annual Match (as defined above) the employee is eligible for.

ARTICLE XI - RETIREE INSURANCE CONTRIBUTION

Section 1 - Health Care Saving Plan

Employees beginning employment on or before July 1, 2024, who have completed at least ten years of continuous service and are at least 55 years of age shall receive a lump sum dollar amount that will be placed into the employee's Minnesota Health Care Savings Plan account. The lump sum dollar amount will be determined by multiplying the cost of the Comp Basic single premium insurance cost for the last year in which the employee worked times the number of years until the individual reaches the age of 65, to a maximum of eight years.

ARTICLE XII - GRIEVANCE PROCEDURE

Section 1 - Definitions

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

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

Subd. 3 - Representative: Representative shall mean another employee from the District Administrator bargaining group, designated by the employee, to represent them. ~~any person designated by the employee, an administrator, or the School Board, to act on their behalf.~~

Section 2 - Time Limits

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

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

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

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

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

Section 3 - Informal Procedures

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

Section 4 - Formal Procedures

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

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

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

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

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

Subd. 36 - Level Two - If the aggrieved person is not satisfied with the disposition of the grievance at Level One-Two, he/she may appeal the grievance to Level Two by filing a written appeal with the chairperson of the School Board within ten days of receipt of the written decision at Level One-Two, or twenty days after the Level One-Two meeting, whichever is sooner.

Subd. 47 - The School Board or a committee thereof, shall meet with the aggrieved party and the Association upon request, to discuss the grievance. Such meeting, if requested, shall be conducted informally, and all parties may present written and oral evidence, arguments and positions relating to the issues of the grievance.

Subd. 58 - The School Board shall issue its decision, and the reasons therefore, in writing to the aggrieved person within ten days of the meeting, or if no meeting is held, within twenty days of receipt of the written appeal.

Section 5 - Election of Remedies and Waiver

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

ARTICLE XIII - DURATION

Section 1 - Duration

Subd. 1 - This agreement shall remain in full force and effect for a period commencing on July 1, 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.

Subd. 2 - In the event a new Agreement is not in effect on July 1, 2026~~4~~, all compensation and working conditions shall remain in effect as set forth in this Agreement until a successor Agreement is affected.

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

For Administrators Association
Hastings, Minnesota 55033

For Independent School District No. 200
1000 11th Street West
Hastings, Minnesota 55033

Missy Williams
Association Representative

~~Brian Davis~~ Carrie Tate
Chairperson

~~Tammy Champa~~ ~~Robert McDowell~~
Superintendent

Date

Date

APPENDIX A - SALARY PROGRAM

Director of Finance and Operations

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>2024-2025</u>	<u>\$133,161</u>	<u>\$141,811</u>	<u>\$150,462</u>	<u>\$159,111</u>	<u>\$167,761</u>
<u>2025-2026</u>	<u>\$137,155</u>	<u>\$146,065</u>	<u>\$154,976</u>	<u>\$163,884</u>	<u>\$172,794</u>

Grade 18

Director of Community Ed and Communications

~~Director of Finance and Operations*~~

Director of Human Resources

Director of Special Services

Director of Teaching and Learning

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 13</u>	<u>Step 24</u>	<u>Step 35</u>	<u>Step 46</u>	<u>Step 57</u>
<u>2022-2023</u>	<u>\$107,069</u>	<u>\$115,063</u>	<u>\$123,056</u>	<u>\$131,050</u>	<u>\$139,044</u>	<u>\$147,037</u>	<u>\$155,031</u>
<u>2023-2024</u>	<u>\$109,211</u>	<u>\$117,364</u>	<u>\$125,517</u>	<u>\$133,671</u>	<u>\$141,825</u>	<u>\$149,978</u>	<u>\$158,131</u>

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>2024-2025</u>	<u>\$129,283</u>	<u>\$137,682</u>	<u>\$146,079</u>	<u>\$154,477</u>	<u>\$162,875</u>
<u>2025-2026</u>	<u>\$133,161</u>	<u>\$141,812</u>	<u>\$150,462</u>	<u>\$159,112</u>	<u>\$167,761</u>

Grade 17

Director of Facilities and SafetyNone

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>2022-2023</u>	<u>\$96,423</u>	<u>\$103,604</u>	<u>\$110,777</u>	<u>\$117,955</u>	<u>\$125,132</u>	<u>\$132,309</u>	<u>\$139,486</u>
<u>2023-2024</u>	<u>\$98,352</u>	<u>\$105,673</u>	<u>\$112,993</u>	<u>\$120,314</u>	<u>\$127,634</u>	<u>\$134,956</u>	<u>\$142,276</u>

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>2024-2025</u>	<u>\$116,383</u>	<u>\$123,923</u>	<u>\$131,463</u>	<u>\$139,004</u>	<u>\$146,544</u>
<u>2025-2026</u>	<u>\$119,874</u>	<u>\$127,641</u>	<u>\$135,407</u>	<u>\$143,174</u>	<u>\$150,940</u>

Grade 16

~~Assistant Director of Special Services~~

Director of Technology and Student Systems**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>2022-2023</u>	<u>\$87,650</u>	<u>\$93,862</u>	<u>\$100,073</u>	<u>\$106,285</u>	<u>\$112,498</u>	<u>\$118,710</u>	<u>\$124,921</u>
<u>2023-2024</u>	<u>\$89,403</u>	<u>\$95,739</u>	<u>\$102,075</u>	<u>\$108,411</u>	<u>\$114,748</u>	<u>\$121,084</u>	<u>\$127,420</u>

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>2024-2025</u>	<u>\$105,137</u>	<u>\$111,663</u>	<u>\$118,190</u>	<u>\$124,716</u>	<u>\$131,242</u>
<u>2025-2026</u>	<u>\$108,291</u>	<u>\$115,013</u>	<u>\$121,736</u>	<u>\$128,458</u>	<u>\$135,180</u>

Note: All positions are 52 weeks.

~~* This position is graded at Grade 19. Position will remain at Grade 18 until such time as position classification study is complete.~~

~~**This position is grandfathered at Grade 16. At such time as the position becomes vacant, it will be posted at Grade 15.~~

Administrative Educational Credit:

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

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

Additional salary for administrative educational credit is not cumulative.

MEMORANDUM OF UNDERSTANDING SICK LEAVE BANK

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

WHEREAS, the District and the Association 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 VI, Section 2, Sick Leave, Subd. 6, of the Master Agreement shall be suspended and the terms of the Sick Leave Bank provided in this MOU will apply.~~

NOW THEREFORE, it is mutually agreed by and between the undersigned parties that the terms of the Sick Leave Bank shall go into effect upon the ratification of the 2024~~2~~-2026~~4~~ Master Agreement and continue until the ratification of the 202~~6~~~~4~~-202~~8~~~~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/ESST leave accrual, and other paid leave available to them (i.e. ~~essential leave, vacation, etc. discretionary leave~~), 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 Association representative, 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.

SECOND ADDENDUM TO SUPERINTENDENT'S EMPLOYMENT CONTRACT

WHEREAS, Independent School District No. 200, Hastings, Minnesota ("School District") and Dr. Tamara Champa ("Superintendent") are parties to an Employment Contract for the term commencing on July 1, 2023, and ending on June 30, 2026 ("Contract"); and

WHEREAS, the School District and Superintendent wish to enter into this Second Addendum to modify and add certain provisions to the Contract.

NOW, THEREFORE, the School District and the Superintendent agree as follows:

1. Article VIII, Section 2 (Post-Employment Health Reimbursement Arrangement) is hereby deleted.
2. A new Article VIII, Section 2 is added to the Contract as follows:

The School District will provide the Superintendent an amount to use for employee contribution to her 403(b) account in the amounts and dates set forth below:

September 5, 2024:	\$7,500.00
June 30, 2025:	\$7,500.00
June 30, 2026:	\$7,500.00

The Superintendent's irrevocable election to contribute to her 403(b) account must be made prior to the dates specified above. The School District's obligation to make a matching contribution under Article VIII, Section 1 of the Contract does not apply to the Superintendent's deferrals pursuant to this Section.

The amounts in this Section will not be made available to the Superintendent or otherwise paid to her if she has submitted a resignation with an effective date prior to September 5, 2024, June 30, 2025 or June 30, 2026 or she has been proposed for discharge pursuant to Article VI, Section 3.

Participation in a 403(b) tax shelter annuity plan or any other deferred compensation is subject to School District policy and plan descriptions, the Internal Revenue Code, regulations and other applicable federal and state law, and the Superintendent has full responsibility for compliance. The School District has made no representations regarding the limits and/or restrictions on contributions and deferrals, and the Superintendent is solely responsible for any taxes, Social Security payments, costs, penalties, interest, or any other amount assessed by federal or state authorities arising from contributions or deferrals to her tax sheltered annuity plan(s), and she holds the School District harmless for any such claims.

All terms, conditions, and provisions of the Superintendent’s Contract and the First Addendum to the Contract, except those specifically set forth in this Second Addendum, remain unchanged and in full force and effect for the term of the Superintendent’s Contract.

IN WITNESS WHEREOF, I have subscribed
My signature this ____ day of
_____, 2024.

IN WITNESS WHEREOF, I have subscribed
My signature this ____ day of
_____, 2024.

Dr. Tamara Champa, Superintendent

School Board Chair

School Board Clerk

SCHOOL RESOURCE OFFICER AND TRAFFIC CONTROL AGENT PROGRAM AGREEMENT

This School Resource Officer and Traffic Control Agent Program Agreement (the "Agreement") dated this ___ day of _____, 20___, is entered into by and between the City of Hastings ("City"), a municipal corporation, and Hastings Independent School District No. 200 ("School District"), a political subdivision of the State of Minnesota.

RECITALS

WHEREAS, the School District and the City desire to join in a mutual effort to maintain a cooperative and coordinated approach building positive relationships with students, deterring criminal activity, and addressing criminal activity on school property and at School District sponsored events and activities; and curb delinquency and crime in the community and to develop better community understanding of law and law enforcement; and

WHEREAS, ~~the State Legislature has provided in~~ Minnesota Statute § 126C.44 authorizes the School District to contract with the City to have licensed peace officers provide school resource officer services in the School District's schools; and vehicle to fund a cooperative effort by the School District and City to curb juvenile delinquency and crime; and

WHEREAS, the School District and the City desire to join in a mutual effort to provide limited traffic control at intersections near school facilities where school bus, ~~other traffic~~vehicular, and student pedestrian traffic can become congested during morning and afternoon hours when students are arriving at and leaving the school facilities; ~~and~~.

WHEREAS, the City employs sworn police officers specially trained, experienced and competent to provide the services sought by the School District and the City is willing to provide such services to the School District under the terms and conditions provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other valuable consideration, the sufficiency of which is hereby acknowledged, the School District and City agree as follows:

1. Purpose

The City and School District will collaborate on a School Resource Officer Program (the "SRO Program") between the City and School District. Both the City and School District have determined that the SRO Program is beneficial to school and community safety and promotes collaboration between police, school, staff, counselors, parents, and students. This Agreement is intended, in part, to set forth the terms and conditions, to create, fund, and implement the position of a police School Resource Officer ("SRO").

The City and School District will also collaborate on a Traffic Control Agent Program (the "TCA Program") between the City and School District. Both the City and School District have determined that the TCA Program is beneficial to school and community safety and will promote safety of students, staff, and the public at large. The purpose of this Agreement is, in part, to set forth, the terms and conditions, to create, fund, and implement the positions of Traffic Control Agent ("TCA").

2. Funding - SRO Program

The City and School District will jointly fund the following expenses in connection with the offering of the SRO Program.

- A. SRO salary at 50%-50% split to be paid at the top patrol rate and mid-range longevity step, as more fully identified on Exhibit A.
- B. SRO related benefits, including, but not limited to health insurance, retirement, workers compensation, sick time, vacation and disability pay at 50%-50% split, as more fully identified on Exhibit A.
- C. Training costs to be borne by the City unless specific training is requested or required by the School District in which case those training costs will be borne by the School District.
- D. Equipment maintenance and replacement will be primarily the responsibility of the City with the School District contributing a fixed portion of these program costs as detailed in Exhibit A and will be subject to annual review.
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The parties agree to review shared costs on an annual basis by June 30th of each year the Agreement is in effect. In the event the parties cannot reach agreement on the allocation of shared costs there shall be no annual adjustment for the upcoming year and the City and School District may each exercise their right to terminate this Agreement as provided herein. In the event the School District or the City should receive a grant or special funding to offset the costs of the SRO Program, the grant funding or special funding shall be applied against, and offset, the costs borne by the entity receiving the grant or special funding.

3. Funding-Traffic Control Agent (TCA) Program

It is intended the City and School District will utilize existing school patrol personnel previously employed by the School District as Traffic Control Agents (TCAs). Those individuals selected to act as TCAs shall receive all background checks, equipment

and training generally necessary to qualify as a City of Hastings Reserve Officer. By meeting the qualifications of a City of Hastings Reserve Officer, the TCAs shall have authority pursuant to Minn. Stat. § 626.84 to provide traffic control at the direction of the Hastings Police Department. The TCAs shall be employees of the City but the School District will reimburse the City all costs associated with the employment of the TCAs. The parties agree to review the costs of funding the TCA Program on an annual basis by June 30th of each year the Agreement is in effect. In the event the parties cannot reach agreement as to the costs for the TCA Program, there shall be no adjustment for the upcoming year and the City and School District may each exercise their right to terminate this Agreement as provided herein.

4. Services

- A. **SRO Program.** The City shall provide the services of a licensed police officer or officers and related support services and supplies to assist the School District in establishing and maintaining the program at the assigned school(s). The SRO(s) will have the duties as described on the attached Exhibit B. The School District agrees to provide adequate office space, telephone access, computer and printer for use by the SRO(s). To foster the building of positive relationships between the SRO and students, the City shall use best efforts to ensure that the same licensed police officer regularly provides SRO services at the assigned school(s), except when the SRO is on paid leave or is otherwise absent.
- B. **TCA Program.** The City shall provide the necessary background investigations, training and equipment for the TCAs and shall provide the TCAs to assist the School District in traffic control duties at intersections near school district facilities as more fully described on Exhibit C.
- C. **Objections to Personnel.** The City will undertake reasonable efforts to assign SROs and TCAs who are acceptable to the School District. The School District's Superintendent will notify the City's Chief of Police in writing of any concerns related to an SROs or TCAs job performance. Any request for reassignment of a police officer who is working as an SRO or individual serving as a TCA must be made to the City's Chief of Police. The City will have ten (10) calendar days to demonstrate to the School District's satisfaction that the concern has been addressed. If the concern has not been addressed to the School District's satisfaction after ten (10) calendar days, the City will assign a different licensed police officer to serve as the regular SRO or other individual to serve as a TCA under this Agreement.

5. Payment

The City shall provide billing statements to the School District for services provided herein on a semi-annual basis on June 30 and January 1 of each year. Such statements will be due and payable by the School District to the City no more than thirty (30) days after receipt of the same. The billing to the School District shall be done

so in arrears of service provision (January billing shall cover the period of July 1 through December 31).

6. Term

This Agreement shall commence on the 1st day of ~~July~~ August, 202~~4~~2, and shall end on the 3~~1~~st~~0~~th day of ~~July~~ne, 202~~6~~4, subject to the cost adjustments and right of either party to terminate as provided herein. The ~~a~~Agreement may be renewed for additional one-year periods as agreed by both parties, and upon the same terms and conditions as stated herein.

7. Independent Contractor

The City, through its Chief of Police, will remain free to exercise judgment and professional expertise in determining how to best provide the services described in this Agreement. The City acknowledges that no withholding for state or federal benefits or taxes will be made from the payments due the City by the School District. The City also acknowledges that it has the sole obligation to comply with state, local and federal tax provisions with regard to these services and the employees hired by the City to perform the work described herein, including workers compensation laws. At all times and for all purposes, the City is and will remain the exclusive employer of the SROs who perform services pursuant to this Agreement. No SRO may be considered to be an official, employee, agent, educational service provider, or representative of the School District, and no SRO may make any representation to the contrary. The City maintains full control over the police officers it employs and is solely responsible for all employment and administrative functions related to its employees, including, but not limited to, supervision and evaluation, payroll and deductions, maintenance of all required insurance and any labor disputes or grievances.

The City and any City employee who performs services for the School District agree that the employee shall not accrue any continuing contract rights and the employee specifically waives any right to a continuing contract with the School District. The City agrees that if the employee makes any employment claim or brings any employment action of any kind, the City will be solely responsible for the defense and payment of any claim as the employee is not an employee of the School District.

8. Scheduling

The duty hours of the SRO are flexible and will be primarily coordinated with the school day and/or activities upon agreement with the School District. Generally, a "school day" means a day on which school is in session and general student attendance is required, including any make-up days that are scheduled because school was canceled for any reason. The SRO will make daily contact with the police department for the purpose of keeping abreast of incident reports and other City activities that may be of importance to the safety of students and School District staff. During non-school periods, the SRO's duties and schedule will be determined by the Chief of Police.

Unless an absence is caused by an emergency, the SRO at the assigned school(s) will provide reasonable notice to the Principal or Principal's designee if the SRO will be absent from the school property during the school day. The SRO shall be entitled to be absent from performing SRO duties for up to fifteen (15) school days per year for purposes of attending law enforcement training courses, conferences, meetings or vacations. The City shall advise the School District if an SRO is anticipated to be absent for more than two (2) consecutive days and the parties shall discuss what accommodations can be provided to account for the extended absence.

The duty hours of the TCAs will be primarily coordinated with the arrival and departure of students from school facilities during regular school days and upon agreement with the School District. The City shall be primarily responsible for scheduling the TCAs but the City will take all reasonable input from the School District.

9. Termination of this Agreement

Either party may terminate this Agreement by providing written notice to the other party no less than six months prior to the effective termination date.

10. Temporary Emergency Reassignment

The City reserves the right to remove an SRO from performance of its duties pursuant to this Agreement in the event of an emergency or extenuating circumstances that necessitate the SRO to perform other police activities for the City outside of school property. If, in the discretion of the Chief of Police, it becomes necessary to remove the SRO from the district, the Chief of Police will immediately inform the School District officials in advance of such action.

11. Security/Linking

The SRO(s) office will be locked and secured by a key issued only to the SRO(s). The SRO(s) will be provided a suitable computer, monitor and printer and any other items or services necessary, at the expense of the School District, so that the SRO will have full access to the City email and network system and the School District's email and network system at all times the SRO(s) is working pursuant to this Agreement.

12. Indemnity and Hold Harmless

- A. The City agrees to indemnify and save harmless the School District of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever (including any claim on account of any injuries, disease, or claimed injuries or diseases compensable under the Worker's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the City of any property, structures, or equipment of the School District (whether improved,

modified, altered, or developed by the School District or otherwise) or any activities sponsored by the City taking place on such property, structures or equipment.

- B. The School District agrees to indemnify and save harmless the City of and from any and all liability and expenses, including attorney's fees, of any nature whatsoever (including any claim on account of any injuries, diseases, or claimed injuries or diseases compensable under the Worker's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the School District of any property, structures or equipment of the City (whether improved, modified, altered, or developed by the School District or otherwise) or any activities sponsored by the School district taking place on any such property, structures or equipment.
- C. The indemnity provisions of Subparagraph A shall not apply to any liability incurred by the School District as a result of any negligent, wrongful or tortuous acts of the School District, its officers, agents or employees.
- D. The indemnity provisions of Subparagraph B hereof shall not apply to any liability or expenses incurred by the City as a result of any negligent, wrongful or tortuous acts of the City, its officers, agents or employees.
- E. The parties agree to cooperate with one another in the defense of any claim, demand or rights of action within the terms of this Agreement.
- F. In no case shall either party's obligation to indemnify the other party exceed the statutory liability limit of the other party.

13. Amendments

This Agreement contains the full understanding and agreement between the parties and may not be amended except in writing agreed to and executed by both parties. If any provision of this **a**Agreement is found invalid by a court or agency, it shall not invalidate any remaining provisions.

14. Data Practices

Sharing of data will be done only pursuant to the Minnesota Data Practices Act and the Family Educational Rights of Privacy Act. Any data shared between the two parties to this **a**Agreement will be maintained in the accordance with state and federal law. The parties acknowledge that unless the School District is reporting a suspected crime or another statutory exception applies, the School District may not disclose private educational data to the SRO or TCA without the written consent of the student's parent or guardian (or the written consent of the student if the student is eighteen (18) years of age or older); a lawfully issued subpoena; or a court order. Nothing in this Agreement may be construed to modify the responsibilities of either party under the

Minnesota Government Data Practices Act or the School District's responsibilities under the Family Educational Rights of Privacy Act. Because the City and the officer(s) are not employees of the School District, any violation of the state or federal law in this regard is the sole responsibility of the City and the officer and each agrees to hold the School District harmless if a claim or action arises because of the City's actions or omissions. The City shall provide reasonable data privacy training to all SROs.

15. Discrimination

The City and School District agree not to discriminate in providing services under this aAgreement on the basis of race, sex, creed, national origin, age, or religion. The parties agree not to discriminate as required by state and federal laws. In addition, the School District and the City each specifically agree not to discriminate unlawfully against any student in any program, service, activity, or decision based on race, color, religion, age, sex, disability, marital status, sexual preference, gender identity, public assistance status, creed, or national origin.

16. Interpretation

This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both the City and the School District have contributed substantially and materially to the preparation of this Agreement.

17. Construction

The headings of the sections and subsections of this Agreement are for convenience and reference only and do not form a part hereof; and in no way interpret or construe such sections and subsections. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship as co-partners, joint venture, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.

18. Parties in Interest

This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, representatives, successors, and assigns. This Agreement is for the sole benefit of City and the School District (including a permitted assignee), and no third party is intended to be a beneficiary of or have the right to enforce this Agreement.

19. Attorney's Fees

In the event of litigation between the parties in connection with this Agreement, the

prevailing party (i.e. the party whose position is substantially upheld by the court) shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. The obligation in the immediately preceding sentence shall survive any termination of this Agreement or the closing.

20. Definitions

If any date herein set forth for the performance of any obligations by the parties or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used in this Section, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Minnesota. The term "including" shall mean including, as an example, without limiting the generality of the foregoing.

21. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

22. Governing Law

This Agreement shall be construed as to both validity and performance and enforced in accordance with and governed by the laws of the State of Minnesota.

23. Headings

The headings contained herein are for convenience of reference only and do not affect, define, describe or limit the scope or intent of this Agreement or any of its provisions.

24. Notices

Notice to City provided for herein shall be sufficient if sent by the regular United States Mail, postage prepaid, addressed to City of Hastings, City Administrator, 101 East 4th Street, Hastings MN 55033. Notices sent to School District shall be sufficient if sent by the regular United States Mail, postage prepaid, addressed to ISD #200, Attention: Superintendent, 1000 West 11th Street, Hastings MN 55033. Either party may designate to each other in writing from time to time a different address for notice.

25. Dispute Resolution

In the event of any dispute arising under this Agreement, the parties shall first engage in good faith discussions and negotiations to resolve the dispute. In the event that the dispute cannot be resolved by the parties, then the matter shall be subject to court action and jurisdiction in the District Court of Dakota County, Minnesota. In any dispute arising under this Agreement, the prevailing party will be entitled to an award against the non-prevailing party of all costs, disbursements, and reasonably attorneys' fees incurred in any action for damages, specific performance, or equitable relief.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

City of Hastings

Mary Fasbender, Mayor

Date

Kelly Murtaugh, City Clerk

Date

Hastings Independent School District No. 200

Dr. Tammy Champa, Superintendent

Date

EXHIBIT A
SCHOOL RESOURCE OFFICER PROGRAM COSTS

Personnel

Costing based on the top annual patrol rates averaged throughout the life of the contract

SALARY AND BENEFITS

<u>Description</u>	<u>Amounts</u>
Wages (top patrol & mid-range longevity)	\$90,783.44 \$113,080.73
Longevity	\$1,762.27 \$2,472.72
Medicare	\$1,316.36 \$1,639.67
Insurance	\$11,417.00 \$23,900.17
PERA	\$16,068.67 \$20,015.29
Work Comp	\$5,102.03 \$6,355.14
Long-term Disability	\$334.51 \$334.51
Program Total	\$126,784.28 \$167,793.23
City of Hastings Contribution (50%)	\$63,392.14 \$83,896.62
School District Contribution (50%)	\$63,392.14 \$83,896.61
School District Officer Other Billable Costs – Per Agreement	
40 hours OT – wage cost only	\$2,532.00 \$2,907.15
Equipment – Mileage	\$2,400.00 \$3,000.00
Other Billable Total	\$4,932.00 \$5,907.15

The City of Hastings shall bill only for actual expenses as agreed upon in the contract.

Overtime

As requested by the School District and with the approval of the Chief of Police and/or his designee, the SRO may be authorized to work special events outside of the regular schedule to promote public safety and enhance security of students, staff, and visitors. In accordance with the current collective bargaining unit agreement, the SRO or other officers working these special events are entitled to overtime compensation. The multi-year average for special event overtime (homecoming, prom, school dances, certain athletic events, etc.) has averaged more than 80 hours with a time and one half converted value of 120 hours. Recognizing the joint nature of the SRO Program and the desire to provide the School District with a fixed cost of the SRO Program, the City shall invoice the School District for 40 hours of special event overtime at a time and one half pay rate.

Training

Cost of in-service and professional development training shall be the responsibility of the City, unless it is specifically requested by the School District. The assigned SRO will be allowed by the School District to attend in-service and professional development training, as mandated to keep peace officer license current.

Equipment

Reimbursement for emergency vehicle and equipment costs at ~~\$200.00~~ \$250.00/month/~~\$2,400~~ \$3,000 per year to offset City cost of fuel, vehicle and equipment maintenance.

Request for Additional Services

With ISD200 Superintendent approval, School District administrators and school administrators may request that the City assign one or more police officers to provide additional services, including, but not limited to, attendance at a school board meeting, an extracurricular activity, or a community function that is held in the evening that results in the police officer working more than forty (40) hours in a week. The City will make reasonable efforts to accommodate such request. When the City assigns a police officer to provide additional services, the School District will be responsible for paying the police officer's wages, including overtime pay and any other employment costs incurred, for the hours worked while providing such additional services. The City will submit an itemized invoice to the School District describing the additional services provided and the costs the City incurred in providing the additional services. Within thirty (30) calendar days after receipt of the invoice, the School District will pay the City for the amount of the additional services stated on the invoice. If the School District disputes the amount of an invoice, the School District will pay the undisputed amount within thirty (30) calendar days.

EXHIBIT B
SCHOOL RESOURCE OFFICER PROGRAM
SRO DUTIES AND REQUIREMENTS

The SRO reports to Hastings Police Administrative Sergeant and/or Divisional Lieutenant in collaboration with school administrators.

Job Duties

The SRO will work towards carrying out the mission of the Hastings Police Department (HPD) within the school community. The SRO will act in their capacity and authority as a Police Officer for the City of Hastings Police Department to provide a safe learning environment, to prevent crime, and to investigate and solve crimes.

Additionally, the SRO will:

Foster a positive school climate through relationship building and open communication.

Protect students, staff, and visitors to the school grounds from criminal activity.

Serve as a liaison from law enforcement to school officials.

Provide advice on safety drills.

Identify vulnerabilities in school facilities and safety protocols.

Educate and advise students and staff on law enforcement topics.

Enforce criminal laws.

Follow all policies and procedures of the Hastings Police Department (HPD).

Follow the HPD chain of command.

Work with the school administration and staff.

Work with building facilities personnel on issues related to building security.

Work with school staff in a fair and impartial manner to identify pre- delinquent youth (at risk) and will assist in targeting the appropriate resources necessary to prevent delinquent acts.

Not discipline students for infractions of school rules.

Serve as a conduit of information between students, staff, parents and Dakota

County Social Services, the City of Hastings, and all law enforcement, court, and non-governmental agencies.

Strive to develop and facilitate regular meetings of school staff, police, Dakota County Criminal Justice officials (probation, CAC, County Attorney), Dakota County Social Services officials and other staff deemed necessary to enrich the learning environment or increase the safety of the schools.

Work with School District personnel and Dakota County officials on truancy issues.

Complete appropriate police reports, according to City of Hastings Police Department policy.

Meet with parents and educators (staff) as necessary to facilitate conflict resolution within the school.

Be notified immediately by school administration personnel when crisis response has been activated by the school on any problem.

Monitor and develop a working knowledge of all students who are likely to cause problems or law violations within the school setting.

Intervene and take appropriate action within their authority as SRO when school crisis intervention is not successful.

Provide education programs as requested.

Provide school staff in-service education as may be requested.

Work at promoting positive image of ISO 200.

Meet regularly with other SROs in Dakota County.

Position Requirements

The assigned officer will have at least 24 months of service to the Hastings Police Department or possess special skills/training related to working with juveniles.

The assigned officer will work a flexible schedule, but will generally be scheduled on school days beginning at 7:00 AM and ending at 3:00 PM.

Uniform and/or plain clothes, as authorized by the Chief of Police in consultation with School District administration.

Possess interest and willingness to continually work to improve knowledge related to juvenile justice issues.

Will be reassigned as needed by the Hastings Police Department when not serving in SRO function.

Will continue to attend POST courses as needed to maintain license (will notify school in advance of absence and coordinate emergency contact coverage with department supervisor).

Will respond to emergencies as needed outside of school.

Will maintain regular communication with school and Dakota County Communication Center.

Will work with staff at all ISD 200 schools.

**EXHIBIT C
TRAFFIC CONTROL AGENT PROGRAM
COSTS, DUTIES AND REQUIREMENTS**

Costs

TCAs shall be temporary, part-time employees of the City of Hastings entitled to an hourly wage of:

~~\$14.25~~ **\$16.25** per session with a minimum payment of one hour per session. Effective ~~9/1/2022~~ **August 1, 2024** and continuing for the 202~~42-253~~ and 202~~53-264~~ school years.

Emergency School 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 will be paid.

As temporary part-time employees, TCAs shall not be entitled to other employment benefits, **unless otherwise noted in MNA Statute.**

The City will be obligated to ensure Worker's Compensation insurance coverage for all TCAs, as well as, required tax, FICA, Medicare, and retirement withholdings as may be required by law.

The work schedule for TCAs shall be set by the School District.

The School District shall reimburse the City for fill costs incurred for the employment of all TCAs.

Training and Equipment

The City shall provide training to all TCAs sufficient for the TCAs to qualify as Hastings Police Reserve Officers. This shall include all necessary background checks, initial training and annual training and development. For the initial training and providing equipment to the TCAs, the School District shall pay to the City \$2,500.00 to reimburse the City for its cost of training and providing equipment as agreed upon during the annual program/contract review, but will not exceed \$500.00 unless agreed upon by both parties.

**SCHOOL RESOURCE OFFICER AND
TRAFFIC CONTROL AGENT PROGRAM AGREEMENT**

This School Resource Officer and Traffic Control Agent Program Agreement (the "Agreement") dated this ___ day of _____, 20___, is entered into by and between the City of Hastings ("City"), a municipal corporation, and Hastings Independent School District No. 200 ("School District"), a political subdivision of the State of Minnesota.

RECITALS

WHEREAS, the School District and the City desire to join in a mutual effort to maintain a cooperative and coordinated approach building positive relationships with students, deterring criminal activity, and addressing criminal activity on school property and at School District sponsored events and activities; and

WHEREAS, Minnesota Statute § 126C.44 authorizes the School District to contract with the City to have licensed peace officers provide school resource officer services in the School District's schools; and

WHEREAS, the School District and the City desire to join in a mutual effort to provide limited traffic control at intersections near school facilities where school bus, vehicular, and student pedestrian traffic can become congested during morning and afternoon hours when students are arriving at and leaving the school facilities; and

WHEREAS, the City employs sworn police officers specially trained, experienced and competent to provide the services sought by the School District and the City is willing to provide such services to the School District under the terms and conditions provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other valuable consideration, the sufficiency of which is hereby acknowledged, the School District and City agree as follows:

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The City and School District will also collaborate on a Traffic Control Agent Program (the "TCA Program") between the City and School District. Both the City and School District have determined that the TCA Program is beneficial to school and community safety and will promote safety of students, staff, and the public at large. The purpose of this Agreement is, in part, to set forth, the terms and conditions, to create, fund, and

implement the positions of Traffic Control Agent ("TCA").

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The parties agree to review shared costs on an annual basis by June 30th of each year the Agreement is in effect. In the event the parties cannot reach agreement on the allocation of shared costs there shall be no annual adjustment for the upcoming year and the City and School District may each exercise their right to terminate this Agreement as provided herein. In the event the School District or the City should receive a grant or special funding to offset the costs of the SRO Program, the grant funding or special funding shall be applied against, and offset, the costs borne by the entity receiving the grant or special funding.

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It is intended the City and School District will utilize existing school patrol personnel previously employed by the School District as Traffic Control Agents (TCAs). Those individuals selected to act as TCAs shall receive all background checks, equipment and training generally necessary to qualify as a City of Hastings Reserve Officer. By meeting the qualifications of a City of Hastings Reserve Officer, the TCAs shall have authority pursuant to Minn. Stat. § 626.84 to provide traffic control at the direction of the Hastings Police Department. The TCAs shall be employees of the City but the School District will reimburse the City all costs associated with the employment of the TCAs. The parties agree to review the costs of funding the TCA Program on an annual basis by June 30th

of each year the Agreement is in effect. In the event the parties cannot reach agreement as to the costs for the TCA Program, there shall be no adjustment for the upcoming year and the City and School District may each exercise their right to terminate this Agreement as provided herein.

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- C. **Objections to Personnel.** The City will undertake reasonable efforts to assign SROs and TCAs who are acceptable to the School District. The School District's Superintendent will notify the City's Chief of Police in writing of any concerns related to an SROs or TCAs job performance. Any request for reassignment of a police officer who is working as an SRO or individual serving as a TCA must be made to the City's Chief of Police. The City will have ten (10) calendar days to demonstrate to the School District's satisfaction that the concern has been addressed. If the concern has not been addressed to the School District's satisfaction after ten (10) calendar days, the City will assign a different licensed police officer to serve as the regular SRO or other individual to serve as a TCA under this Agreement.

Commented [AP1]: Will there be multiple SROs at more than one school? Or is this intended to cover only Hastings High School? It would be beneficial to identify the location(s) where the SRO will be providing services.

5. Payment

The City shall provide billing statements to the School District for services provided herein on a semi-annual basis on June 30 and January 1 of each year. Such statements will be due and payable by the School District to the City no more than thirty (30) days after receipt of the same. The billing to the School District shall be done so in arrears of service provision (January billing shall cover the period of July 1 through December 31).

6. Term

This Agreement shall commence on the 1st day of August, 2024, and shall end on the 31st day of July, 2026, subject to the cost adjustments and right of either party to terminate as provided herein. The Agreement may be renewed for additional one-year periods as

agreed by both parties, and upon the same terms and conditions as stated herein.

7. Independent Contractor

The City, through its Chief of Police, will remain free to exercise judgment and professional expertise in determining how to best provide the services described in this Agreement. The City acknowledges that no withholding for state or federal benefits or taxes will be made from the payments due the City by the School District. The City also acknowledges that it has the sole obligation to comply with state, local and federal tax provisions with regard to these services and the employees hired by the City to perform the work described herein, including workers compensation laws. At all times and for all purposes, the City is and will remain the exclusive employer of the SROs who perform services pursuant to this Agreement. No SRO may be considered to be an official, employee, agent, educational service provider, or representative of the School District, and no SRO may make any representation to the contrary. The City maintains full control over the police officers it employs and is solely responsible for all employment and administrative functions related to its employees, including, but not limited to, supervision and evaluation, payroll and deductions, maintenance of all required insurance and any labor disputes or grievances.

The City and any City employee who performs services for the School District agree that the employee shall not accrue any continuing contract rights and the employee specifically waives any right to a continuing contract with the School District. The City agrees that if the employee makes any employment claim or brings any employment action of any kind, the City will be solely responsible for the defense and payment of any claim as the employee is not an employee of the School District.

8. Scheduling

The duty hours of the SRO are flexible and will be primarily coordinated with the school day and/or activities upon agreement with the School District. Generally, a "school day" means a day on which school is in session and general student attendance is required, including any make-up days that are scheduled because school was canceled for any reason. The SRO will make daily contact with the police department for the purpose of keeping abreast of incident reports and other City activities that may be of importance to the safety of students and School District staff. During non-school periods, the SRO's duties and schedule will be determined by the Chief of Police.

Unless an absence is caused by an emergency, the SRO at the assigned school(s) will provide reasonable notice to the Principal or Principal's designee if the SRO will be absent from the school property during the school day. The SRO shall be entitled to be absent from performing SRO duties for up to fifteen (15) school days per year for purposes of attending law enforcement training courses, conferences, meetings or vacations. The City shall advise the School District if an SRO is anticipated to be absent for more than two (2) consecutive days and the parties shall discuss what accommodations can be provided to account for the extended absence.

The duty hours of the TCAs will be primarily coordinated with the arrival and departure of students from school facilities during regular school days and upon agreement with the School District. The City shall be primarily responsible for scheduling the TCAs but the City will take all reasonable input from the School District.

9. Termination of this Agreement

Either party may terminate this Agreement by providing written notice to the other party no less than six months prior to the effective termination date.

10. Temporary Emergency Reassignment

The City reserves the right to remove an SRO from performance of its duties pursuant to this Agreement in the event of an emergency or extenuating circumstances that necessitate the SRO to perform other police activities for the City outside of school property. If, in the discretion of the Chief of Police, it becomes necessary to remove the SRO from the district, the Chief of Police will immediately inform the School District officials in advance of such action.

11. Security/Linking

The SRO(s) office will be locked and secured by a key issued only to the SRO(s). The SRO(s) will be provided a suitable computer, monitor and printer and any other items or services necessary, at the expense of the School District, so that the SRO will have full access to the City email and network system and the School District's email and network system at all times the SRO(s) is working pursuant to this Agreement.

12. Indemnity and Hold Harmless

- A. The City agrees to indemnify and save harmless the School District of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever (including any claim on account of any injuries, disease, or claimed injuries or diseases compensable under the Worker's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the City of any property, structures, or equipment of the School District (whether improved, modified, altered, or developed by the School District or otherwise) or any activities sponsored by the City taking place on such property, structures or equipment.
- B. The School District agrees to indemnify and save harmless the City of and from any and all liability and expenses, including attorney's fees, of any nature whatsoever (including any claim on account of any injuries, diseases, or claimed injuries or diseases compensable under the Worker's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the School District of any property, structures or equipment of the City (whether improved, modified, altered, or developed by the School District or otherwise) or any activities sponsored

by the School district taking place on any such property, structures or equipment.

- C. The indemnity provisions of Subparagraph A shall not apply to any liability incurred by the School District as a result of any negligent, wrongful or tortuous acts of the School District, its officers, agents or employees.
- D. The indemnity provisions of Subparagraph B hereof shall not apply to any liability or expenses incurred by the City as a result of any negligent, wrongful or tortuous acts of the City, its officers, agents or employees.
- E. The parties agree to cooperate with one another in the defense of any claim, demand or rights of action within the terms of this Agreement.
- F. In no case shall either party's obligation to indemnify the other party exceed the statutory liability limit of the other party.

13. Amendments

This Agreement contains the full understanding and agreement between the parties and may not be amended except in writing agreed to and executed by both parties. If any provision of this aAgreement is found invalid by a court or agency, it shall not invalidate any remaining provisions.

14. Data Practices

Sharing of data will be done only pursuant to the Minnesota Data Practices Act and the Family Educational Rights of Privacy Act. Any data shared between the two parties to this Agreement will be maintained in the accordance with state and federal law. The parties acknowledge that unless the School District is reporting a suspected crime or another statutory exception applies, the School District may not disclose private educational data to the SRO or TCA without the written consent of the student's parent or guardian (or the written consent of the student if the student is eighteen (18) years of age or older); a lawfully issued subpoena; or a court order. Nothing in this Agreement may be construed to modify the responsibilities of either party under the Minnesota Government Data Practices Act or the School District's responsibilities under the Family Educational Rights of Privacy Act. Because the City and the officer(s) are not employees of the School District, any violation of the state or federal law in this regard is the sole responsibility of the City and the officer and each agrees to hold the School District harmless if a claim or action arises because of the City's actions or omissions. The City shall provide reasonable data privacy training to all SROs.

15. Discrimination

The City and School District agree not to discriminate in providing services under this aAgreement on the basis of race, sex, creed, national origin, age, or religion. The parties agree not to discriminate as required by state and federal laws. In addition, the

School District and the City each specifically agree not to discriminate unlawfully against any student in any program, service, activity, or decision based on race, color, religion, age, sex, disability, marital status, sexual preference, gender identity, public assistance status, creed, or national origin.

16. Interpretation

This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both the City and the School District have contributed substantially and materially to the preparation of this Agreement.

17. Construction

The headings of the sections and subsections of this Agreement are for convenience and reference only and do not form a part hereof; and in no way interpret or construe such sections and subsections. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship as co-partners, joint venture, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.

18. Parties in Interest

This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, representatives, successors, and assigns. This Agreement is for the sole benefit of City and the School District (including a permitted assignee), and no third party is intended to be a beneficiary of or have the right to enforce this Agreement.

19. Attorney's Fees

In the event of litigation between the parties in connection with this Agreement, the prevailing party (i.e. the party whose position is substantially upheld by the court) shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. The obligation in the immediately preceding sentence shall survive any termination of this Agreement or the closing.

20. Definitions

If any date herein set forth for the performance of any obligations by the parties or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used in this Section, the term "legal holiday" means any state or federal holiday for

which financial institutions or post offices are generally closed in the State of Minnesota. The term "including" shall mean including, as an example, without limiting the generality of the foregoing.

21. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

22. Governing Law

This Agreement shall be construed as to both validity and performance and enforced in accordance with and governed by the laws of the State of Minnesota.

23. Headings

The headings contained herein are for convenience of reference only and do not affect, define, describe or limit the scope or intent of this Agreement or any of its provisions.

24. Notices

Notice to City provided for herein shall be sufficient if sent by the regular United States Mail, postage prepaid, addressed to City of Hastings, City Administrator, 101 East 4th Street, Hastings MN 55033. Notices sent to School District shall be sufficient if sent by the regular United States Mail, postage prepaid, addressed to ISD #200, Attention: Superintendent, 1000 West 11th Street, Hastings MN 55033. Either party may designate to each other in writing from time to time a different address for notice.

25. Dispute Resolution

In the event of any dispute arising under this Agreement, the parties shall first engage in good faith discussions and negotiations to resolve the dispute. In the event that the dispute cannot be resolved by the parties, then the matter shall be subject to court action and jurisdiction in the District Court of Dakota County, Minnesota. In any dispute arising under this Agreement, the prevailing party will be entitled to an award against the non-prevailing party of all costs, disbursements, and reasonably attorneys' fees incurred in any action for damages, specific performance, or equitable relief.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

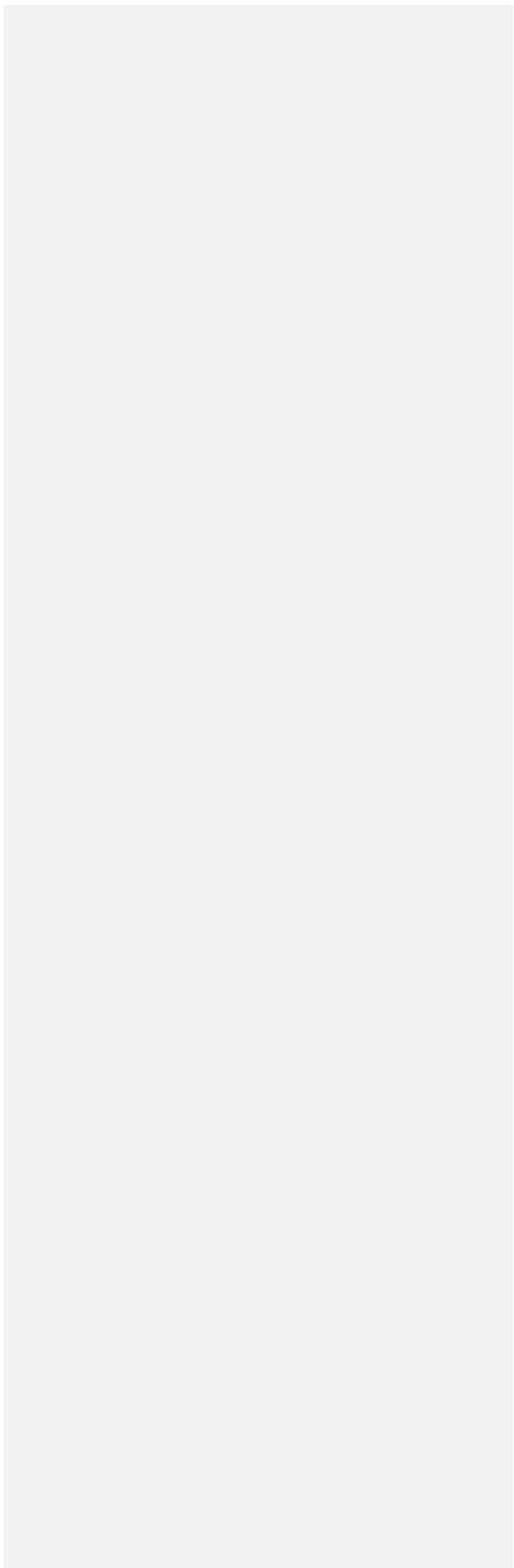
City of Hastings

Mary Fasbender, Mayor

Date

Kelly Murtaugh, City Clerk

Date



Hastings Independent School District No. 200

Dr. Tammy Champa, Superintendent

Date

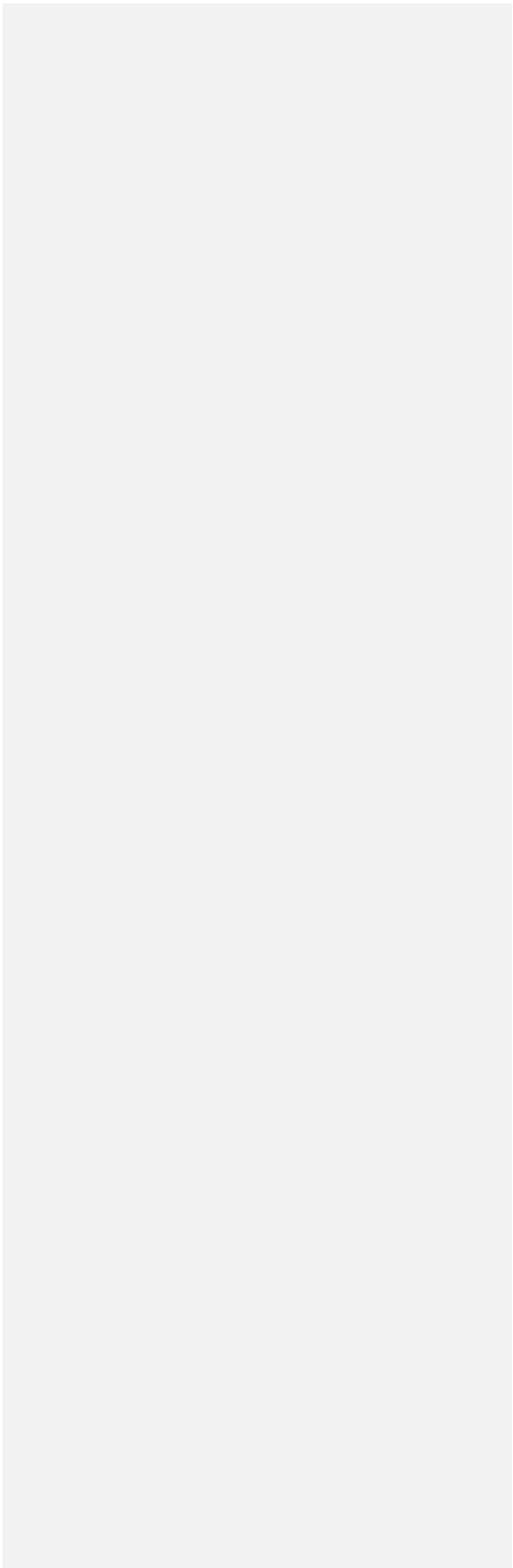


EXHIBIT A
SCHOOL RESOURCE OFFICER PROGRAM COSTS

Personnel

Costing based on the top annual patrol rates averaged throughout the life of the contract

SALARY AND BENEFITS

<u>Description</u>	<u>Amounts</u>
Wages (top patrol & mid-range longevity)	\$113,080.73
Longevity	\$2,472.72
Medicare	\$1,639.67
Insurance	\$23,900.17
PERA	\$20,015.29
Work Comp	\$6,355.14
Long-term Disability	\$334.51
Program Total	\$167,793.23
City of Hastings Contribution (50%)	\$83,896.62
School District Contribution (50%)	\$83,896.61
School District Officer Other Billable Costs – Per Agreement	
40 hours OT – wage cost only	\$2,907.15
Equipment – Mileage	\$3,000.00
Other Billable Total	\$5,907.15

The City of Hastings shall bill only for actual expenses as agreed upon in the contract.

Overtime

As requested by the School District and with the approval of the Chief of Police and/or his designee, the SRO may be authorized to work special events outside of the regular schedule to promote public safety and enhance security of students, staff, and visitors. In accordance with the current collective bargaining unit agreement, the SRO or other officers working these special events are entitled to overtime compensation. The multi-year average for special event overtime (homecoming, prom, school dances, certain athletic events, etc.) has averaged more than 80 hours with a time and one half converted value of 120 hours. Recognizing the joint nature of the SRO Program and the desire to provide the School District with a fixed cost of the SRO Program, the City shall invoice the School District for 40 hours of special event overtime at a time and one half pay rate.

Training

Cost of in-service and professional development training shall be the responsibility of the City, unless it is specifically requested by the School District. The assigned SRO will be allowed by the School District to attend in-service and professional development training, as mandated to keep peace officer license current.

Equipment

Reimbursement for emergency vehicle and equipment costs at \$250.00/month/\$3,000 per year to offset City cost of fuel, vehicle and equipment maintenance.

Request for Additional Services

With ISD200 Superintendent approval, School District administrators and school administrators may request that the City assign one or more police officers to provide additional services, including, but not limited to, attendance at a school board meeting, an extracurricular activity, or a community function that is held in the evening that results in the police officer working more than forty (40) hours in a week. The City will make reasonable efforts to accommodate such request. When the City assigns a police officer to provide additional services, the School District will be responsible for paying the police officer's wages, including overtime pay and any other employment costs incurred, for the hours worked while providing such additional services. The City will submit an itemized invoice to the School District describing the additional services provided and the costs the City incurred in providing the additional services. Within thirty (30) calendar days after receipt of the invoice, the School District will pay the City for the amount of the additional services stated on the invoice. If the School District disputes the amount of an invoice, the School District will pay the undisputed amount within thirty (30) calendar days.

**EXHIBIT B
SCHOOL RESOURCE OFFICER PROGRAM
SRO DUTIES AND REQUIREMENTS**

The SRO reports to Hastings Police Administrative Sergeant and/or Divisional Lieutenant in collaboration with school administrators.

Job Duties

The SRO will work towards carrying out the mission of the Hastings Police Department (HPD) within the school community. The SRO will act in their capacity and authority as a Police Officer for the City of Hastings Police Department to provide a safe learning environment, to prevent crime, and to investigate and solve crimes.

Additionally, the SRO will:

Foster a positive school climate through relationship building and open communication.

Protect students, staff, and visitors to the school grounds from criminal activity.

Serve as a liaison from law enforcement to school officials.

Provide advice on safety drills.

Identify vulnerabilities in school facilities and safety protocols.

Educate and advise students and staff on law enforcement topics.

Enforce criminal laws.

Follow all policies and procedures of the Hastings Police Department (HPD).

Follow the HPD chain of command.

Work with the school administration and staff.

Work with building facilities personnel on issues related to building security.

Work with school staff in a fair and impartial manner to identify pre- delinquent youth (at risk) and will assist in targeting the appropriate resources necessary to prevent delinquent acts.

Not discipline students for infractions of school rules.

Serve as a conduit of information between students, staff, parents and Dakota

Commented [AP2]: These are the required duties outlined under section 626.8482, subd. 2. Additionally, section 626.8482, subd. 3 allows the school district to contract with the school resource officer's employer for the officer to perform additional duties to those required under the law. The additional duties listed in Exhibit B can remain in the agreement.

County Social Services, the City of Hastings, and all law enforcement, court, and non-governmental agencies.

Strive to develop and facilitate regular meetings of school staff, police, Dakota County Criminal Justice officials (probation, CAC, County Attorney), Dakota County Social Services officials and other staff deemed necessary to enrich the learning environment or increase the safety of the schools.

Work with School District personnel and Dakota County officials on truancy issues.

Complete appropriate police reports, according to City of Hastings Police Department policy.

Meet with parents and educators (staff) as necessary to facilitate conflict resolution within the school.

Be notified immediately by school administration personnel when crisis response has been activated by the school on any problem.

Monitor and develop a working knowledge of all students who are likely to cause problems or law violations within the school setting.

Intervene and take appropriate action within their authority as SRO when school crisis intervention is not successful.

Provide education programs as requested.

Provide school staff in-service education as may be requested.

Work at promoting positive image of ISO 200.

Meet regularly with other SROs in Dakota County.

Position Requirements

The assigned officer will have at least 24 months of service to the Hastings Police Department or possess special skills/training related to working with juveniles.

The assigned officer will work a flexible schedule, but will generally be scheduled on school days beginning at 7:00 AM and ending at 3:00 PM.

Uniform and/or plain clothes, as authorized by the Chief of Police in consultation with School District administration.

Possess interest and willingness to continually work to improve knowledge related to juvenile justice issues.

Will be reassigned as needed by the Hastings Police Department when not serving in SRO function.

Will continue to attend POST courses as needed to maintain license (will notify school in advance of absence and coordinate emergency contact coverage with department supervisor).

Will respond to emergencies as needed outside of school.

Will maintain regular communication with school and Dakota County Communication Center.

Will work with staff at all ISD 200 schools.

**EXHIBIT C
TRAFFIC CONTROL AGENT PROGRAM
COSTS, DUTIES AND REQUIREMENTS**

Costs

TCAs shall be temporary, part-time employees of the City of Hastings entitled to an hourly wage of:

\$16.25 per session with a minimum payment of one hour per session. Effective August 1, 2024, and continuing for the 2024-25 and 2025-26 school years.

Emergency School 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 will be paid.

As temporary part-time employees, TCAs shall not be entitled to other employment benefits, unless otherwise noted in MN Statute.

The City will be obligated to ensure Worker's Compensation insurance coverage for all TCAs, as well as, required tax, FICA, Medicare, and retirement withholdings as may be required by law.

The work schedule for TCAs shall be set by the School District.

The School District shall reimburse the City for fill costs incurred for the employment of all TCAs.

Training and Equipment

The City shall provide training to all TCAs sufficient for the TCAs to qualify as Hastings Police Reserve Officers. This shall include all necessary background checks, initial training and annual training and development. For the initial training and providing equipment to the TCAs, the School District shall pay to the City \$2,500.00 to reimburse the City for its cost of training and providing equipment as agreed upon during the annual program/contract review but will not exceed \$500.00 unless agreed upon by both parties.

Commented [DW3]: Kelly, I would imagine we would remove this language and add something about PERA benefits?

Commented [KM4R3]: I added language—can be amended by Kori. The district needs to cover PERA contribution and Earned Safe and Sick time.

Commented [KM5]: I am not sure what this means. Maybe it is supposed to read "all costs"?



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

Dr. Tamara Champa
SUPERINTENDENT

August 23, 2024

Erich Martens, Executive Director Minnesota State High School League
2100 Freeway Boulevard
Brooklyn Center, Minnesota 55430-1735

Dear Mr. Martens,

Hastings Public Schools, ISD 200, designates Hastings Community Television, of Hastings, MN as its educational television producer for events conducted by the Minnesota State High School League when the district is unable to cover the events.

This designation is based on information outlined in the Minnesota State High School League Media Policy Manual, and was approved by the ISD 200 School Board on August 28 at their regular business meeting. It is also understood that this designation gives clearance to Hastings Community Television to cover regional and sectional events in which students from Hastings Area Schools may be involved.

Sincerely,

Dr. Tamara Champa
Superintendent



2024-2025 Media Policy Manual

Introduction

Welcome to the Minnesota State High School League’s Media Policy Manual for the 2024-2025 school year. The Minnesota State High School League, in consultation with its Member Schools and Media Advisory Committee, develops policies and guidelines for media coverage of League events that are then approved by the League’s Board of Directors.

The League and its Member Schools rely on and appreciate the media coverage and the recognition given to the achievements of Member Schools and student-participants.

This manual informs media organizations so that they may provide quality coverage for the Member Schools and the communities they serve. All media are expected to review and know these rules and guidelines.

The League reminds media that students are participating in education-based athletics and Fine Arts activities that are an extension of the classroom. While coverage involves reporting on these events, these students are developing physically, cognitively and emotionally. Covering high school activities is different from covering collegiate or professional athletics. Our student-participants are minors, and the League has a commitment to safety and care for all during our events. Media are expected to practice professional, respectful and responsible behavior while covering student-participants, the Member Schools and their communities.

The granting of a credential is a two-way contract between the League and our media who serve the Member Schools and their communities. Approved media must represent themselves and their organizations with high standards and integrity.

For additional information, contact: Tim Leighton, tleighton@mshsl.org or media@mshsl.org

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2024-2025 Media Policy Manual Summary of Modifications

Statement of Rights to Events: [Addition] (Page 4)

All Minnesota State High School League Section and State Tournaments are presented under the authority of the Minnesota State High School League. The Minnesota State High School League reserves all rights to these events and their presentation. The sale, distribution or use of any photographs for profit of these tournaments by any means is strictly prohibited unless approved in advance, in writing, by the Minnesota State High School League Executive Director or League Staff designee. The Minnesota State High School League expressly reserves the right to seek legal recourse against all violators.

[Statement added to clarify audio broadcasting rights] (Page 6)

Podcasters and other non-radio entities are not permitted to broadcast live audio and/or video.

Postseason Spectator Photography [Revision to define photography equipment permitted by spectators.] (Page 7)

- The League’s spectator photography policies align with policies at venues. For most tournaments, spectators may bring cameras, including cell phones, that are basic point and shoot, consumer-grade cameras without detachable lenses. Accessories such as monopods, selfie sticks, tripods, GoPro mounts and other attachments are not generally allowed. Spectators seeking to take photos should consult information in the Spectator Guide found on the League website for each tournament.
- Spectator photography locations are limited to the spectator seating area. Spectators must be respectful of and not impede other spectators while photographing the event.
- Photos taken by spectators at postseason contests are for personal use and may not be sold.
- Only credentialed media are permitted to use professional photography equipment at League postseason events.

Student and School Media [Revision to include Faculty Representative requirement and option for a School District Employee] (Page 8)

- Student and School Media must be properly credentialed through the League. Member School Activities Directors, or their administrative designee, must apply on behalf of their Student and School Media.
- Student Media must have a School Faculty Representative attend all tournament events with the Student Media.
- If a Member School does not have students involved in a school-based media program, the Member School’s Activities Director may apply on behalf of a School District Employee to assist in postseason coverage.
- Student and School Media are only permitted at bracketed team State Tournaments. Because of the number of competing schools, Student and School Media are not permitted at Cross Country, Individual Tennis, Swimming and Diving, Alpine Skiing, Nordic Skiing, Individual Wrestling, Individual Gymnastics, Track and Field, Golf, Adapted Bowling, Clay Target, Robotics or Fine Arts.

Statement of Rights to Events

All Minnesota State High School League Section and State Tournaments are presented under the authority of the Minnesota State High School League. The Minnesota State High School League reserves all rights to these events and their presentation. The sale, distribution or use of any photographs for profit of these tournaments by any means is strictly prohibited unless approved in advance, in writing, by the Minnesota State High School League Executive Director or a League Staff designee. The Minnesota State High School League expressly reserves the right to seek legal recourse against all violators.

Credential Application Process

Step 1:

Media Organizations must apply annually and be approved for inclusion on the League's Approved Media Organization List. The organization's primary administrator applies on behalf of the media organization. This must be done **before** applying for State Tournament credentials.

Step 2:

The Approved Media Organization List is used in approving media for attendance at events. Media must be on the League's Approved Media Organization List to cover all postseason events.

- **Regular Season**-During the regular season, events are under the host school's control. Media should request approval to cover events from the Activities Administrator at the host school.
- **Section Contests**-At the Section level, Region Secretaries or their site administrators grant approval to cover events.
- **State Contests**-At the State Tournament level, media organizations must apply and be approved through the League for credentials for each attendee at each State Tournament. A separate credential application and approval must be made for each State Tournament.

Annual Media Organization Registration and Approved Media Organization List

[Media Organization Approval Criteria](#)

The following guidelines are used to approve media organizations for placement on the Approved Media Organization List.

Media organizations:

- must have an established and consistent record of League coverage.
- must have credibility as a news-gathering organization.
- must have editorial oversight.
- must create original content which can only be generated by being onsite at an activity.
- must have coverage that goes beyond the distribution of in-game scoring and the creation of all-tournament teams.
- must agree to monitor any user comments and remove comments that include personal attacks on participants involved in competitions.

- should be a member of a professional association or organization, i.e.: Minnesota Newspaper Association, Minnesota Broadcasters Association, etc.

The following media organizations will not be approved:

- Organizations that are exclusively social media based.
- Organizations that are scouting, rankings, recruiting services, college coaches, private clubs or specialty websites that are promotional services for an activity.
- Organizations of a personal nature or whose demographic audiences are fan-based and focused on primarily one school, or a select number of schools, do not qualify as a live coverage organization.
- Organizations that exclusively create and post videos.
- Organizations that are photo-only.

The League reserves the right to determine media approval requests on a case-by-case basis.

General Media Guidelines and Policies

When covering League events, media are reminded that these are education-based activities and covering high school activities is different than covering college or professional athletes. Our events are an extension of the classroom. It is a privilege, not a right, to cover high school activities in person.

Media's credential and permission to cover events can be removed at any time for failure to follow the League's Media Policies and Guidelines found on the League's website: www.mshsl.org/media.

These guidelines are for all media approved for League events:

- Be professional and respectful to others, including fans, officials, coaches, student-participants, support staff, administrators and other members of the media.
- Do not distract others, including fans, officials, coaches, student-participants, support staff, administrators and other members of the media.
- Cheering while attending an event in an official capacity is not permitted.
- Criticism of an official, coach, team, participant or school during a broadcast or written game summary is not permitted.
- Do not block the view of fans.
- Be mindful of workspaces and avoid taking up too much room. Make sure to collect any trash or belongings in work areas when leaving.
- Credentialed media should not bring uncredentialed guests to the event. They will not receive free admission or privileges accorded to the media.
- Photographers should refer to the League's Media Policy Manual for guidelines on shooting policies.
- Media are not allowed in team locker rooms.
- Unprofessional conduct, as determined by League Staff or its representatives, is not tolerated and will result in instant forfeiture of credential and/or ejection from the event.
- Media are responsible for the content they post on social media platforms. Profanity, cyberbullying, offensive jokes, photos and any other offensive materials are not tolerated and are grounds for instant forfeiture of credentials and/or ejection from event.

Designated seating: Each venue is unique. As such, press box or press row accommodations may not be available for every media member. Work with site administration and/or the League to determine accommodation.

Credentials: Ensure League-issued credentials are visible and always worn.

Interviews: Post-event interview sessions are held in designated zones and determined by site administration or League Staff. Contact an onsite administrator upon arrival for further details.

Additional Information for Media Organizations

Photographers/Videographers

- Freelance photographers must have assignment editors/managers from approved organizations submit credential requests on their behalf. In agreement with the Minnesota Newspaper Association, the League reserves the right to review these requests on a case-by-case basis.
- Only credentialed media are permitted to use professional photography and video equipment at League postseason events.
- Freelance and commercial photographers and/or videographers will not be approved for the League's Approved Media List.
- Designated Team Photographers and/or Videographers (a different role from Team Video Operator) will not be approved for credentials to cover postseason events.
- Photography and videotaping are not permitted at any State Tournament events unless properly credentialed and authorized to do so.
- Approved photographers and organizations may use photographs for approved publication only. Selling or distributing photos free of charge is not permitted.

Radio Partners

- Radio stations may register as Radio Partners annually.
 - School-year Radio Partner registration fee, per market:
 - Single station, \$200
 - Two stations with a single owner, \$400
 - Group of stations with a single owner (three or more), \$500
 - Radio stations that become a Radio Partner do not pay audio rights fees for postseason coverage.
 - Radio stations that choose not to become a Radio Partner will pay rights fees for postseason coverage.
 - Per-game rights fees for non-radio partners for each postseason game is \$250.
 - Podcasters and other non-radio entities are not permitted to broadcast live audio and/or video.

Community Media

- The League recognizes representatives of the Minnesota Community Media Systems and others as official educational television personnel for a Member School, provided such an assignment of responsibility from that school district's superintendent is submitted annually in writing in a Designation Letter and is on file in the League Office. Designation Letters should be submitted to media@mshsl.org.
- Minnesota Community Media Systems may pay an annual fee of \$200 to waive all rights fees to carry live audio-only on their systems at the Section and State-level events. The \$200 fee is required to cover State Tournaments.

Number of Media Personnel Permitted Tournament Access per Media Organization:

- Radio: Up to two media personnel.
- Print, per agreement with the Minnesota Newspaper Association:

- Community Newspapers: Two media personnel
- Regional Newspapers: Three media personnel
- Statewide Newspapers: Four media personnel
- Broadcast: Up to two media personnel
- Online News Organizations: Two media personnel

Additional Information

Postseason Spectator Photography

- The League’s spectator photography policies align with policies at venues. For most tournaments, spectators may bring cameras, including cell phones, that are basic point and shoot, consumer-grade cameras without detachable lenses. Accessories such as monopods, selfie sticks, tripods, GoPro mounts and other attachments are not generally allowed. Spectators seeking to take photos should consult information in the Spectator Guide found on the League website for each tournament.
- Spectator photography locations are limited to the spectator seating area. Spectators must be respectful of and not impede other spectators while photographing the event.
- Photos taken by spectators at postseason contests are for personal use and may not be sold.
- Only credentialed media are permitted to use professional photography equipment at League postseason events.

Student and School Media

- Student and School Media must be properly credentialed through the League. Member School Activities Directors, or their administrative designee, must apply on behalf of their Student and School Media.
- Student Media must have a School Faculty Representative attend all tournament events with the Student Media.
- If a Member School does not have students involved in a school-based media program, the Member School’s Activities Director may apply on behalf of a School District Employee to assist in postseason coverage.
- Student and School Media are only permitted at bracketed team State Tournaments. Because of the number of competing schools, Student and School Media are not permitted at Cross Country, Individual Tennis, Swimming and Diving, Alpine Skiing, Nordic Skiing, Individual Wrestling, Individual Gymnastics, Track and Field, Golf, Adapted Bowling, Clay Target, Robotics or Fine Arts.

State Tournament Media Coverage Information

State Tournament Credential Application

All media organizations requesting to cover League-sponsored State Tournaments must apply for credentials for all media personnel who will attend a State Tournament.

Each organization’s primary administrator is responsible for ensuring attendees have reviewed policies and guidelines prior to coverage of a postseason event.

Prior to applying for State Tournament Credentials, the organization must be on the League’s Approved Media Organization List.

To apply for media credentials to cover League State Tournament events:

- Visit www.mshsl.org/media.

- A list of credential windows can be found at www.mshsl.org/media
- Deadlines for credential applications are firm. Media applying after the deadline should not expect to be credentialed.
- Approved media must review specific State Tournament guidance and information found at www.mshsl.org.
- The approved media credentials list for each State Tournament is located at www.mshsl.org/media.

Requirements for Media Access at State Tournaments

Information for media attending League State Tournaments can be found on the pages that follow.

Information is arranged by media type. Requirements change if the tournament is broadcast live by 45TV.

Media personnel and organizations are responsible for knowing and following guidelines and policies. These can be found in this manual, on the League’s website, in communications from the League and from the onsite Media Steward.

Media should ask questions for clarifications if expectations are not clear.

	State Tournaments (non-45TV Tournaments)	State Tournaments covered by 45TV
All Media	All media organizations must apply for, and be approved, for credentials for media personnel attending EACH tournament.	
	<ul style="list-style-type: none"> • Photo ID must be presented at the pass gate for access. 	
	<ul style="list-style-type: none"> • Media must be on the League’s Approved Annual Media List available at: www.mshsl.org/media. 	
	<ul style="list-style-type: none"> • Media are only considered for credentials if the Member School’s team in their coverage area is competing in the contest. 	
	<ul style="list-style-type: none"> • Media must remain in areas designated for media during the tournament. • Locker rooms at League events at the postseason tournament levels are closed to the media. • Interviews are not allowed on the field, ice or court following State Tournament events. • Credentialed media are to use designated Media Zones for interviews. • Designated Media Zones for State Tournament events are established. For more information on interviewing procedures, consult the League at media@mshsl.org or an onsite Media Steward. • Media must honor a “cooling off” period of at least five minutes before interviewing representatives of participating teams. 	
		<ul style="list-style-type: none"> • 45TV has the first interview with coaches and/or players of their choice, following the completion of any televised game. • All other credentialed media must wait until 45TV has completed its interviews and the 5-minute “cooling off” period has expired, before commencing its interviews in designated Media Zones. • 45TV has enhanced access to State Tournament venues.

	State Tournaments (non-45TV Tournaments)	State Tournaments covered by 45TV
All Approved Media Using Video	<ul style="list-style-type: none"> Broadcast TV organizations may record and use up to two minutes of highlights. Organizations must not host any League postseason events online (i.e. YouTube) for on-demand viewing without the League’s approval. 	<ul style="list-style-type: none"> 45TV has exclusive rights to all game action on the playing field/rink/court. Games broadcast by 45TV may not be videotaped in any manner, e.g. mobile device or camera by anyone in the arena or on the playing field. Video is permitted to be shot by an approved media organization at the venue before and after game sessions once 45TV is off the air. Game sessions are defined as when 45TV goes on the air to when it goes off the air. Live game action may not be recorded, streamed, broadcast or otherwise shared. The use of video of game action on over-the-air television, cable television or any other media, e.g. Internet, podcasts, is within the exclusive rights granted to 45TV. Any live shot or recorded stand up MUST NOT show the field, rink or court of play while 45TV is on the air. Media using any televised game action video must adhere to the following guidelines: <ul style="list-style-type: none"> Video highlights used by any media must be recorded from 45TV’s off-air signal only, and use must not exceed two minutes in duration per day. Live simulcasting is prohibited. All media organizations that use video highlights of 45TV’s off-air game action must give on-screen synchronous credit to 45TV for a minimum of five seconds as the video airs. Highlights recorded from off-air broadcasts may be used while the game(s) is/are still on the air. Video restrictions include the medal and trophy presentations.

	State Tournaments (non-45TV Tournaments)	State Tournaments covered by 45TV
Print and Online Media	<ul style="list-style-type: none"> Permitted access to cover game action via reporting and photography in League-approved areas of the venue. 	
Radio Partners	<ul style="list-style-type: none"> Rights fees for live audio-only feeds for State Tournament events are waived for Radio Partners. Radio Partners agree to air or read at least two League-oriented Public Service Announcements during the live broadcast of a State Tournament event. Radio Partners are only permitted to cover Member Schools in their designated markets, unless previously approved by the League. A Radio Partner shall not feed its broadcasts to any other station or stations without permission from the League. The League reserves the right to revoke the broadcast rights of any radio station if any portion of its broadcasts are considered to have been in poor taste or incompatible with the educational dignity and propriety of the tournament or the host institution from which the broadcasts originated. Rights fees will be assessed for all live video feeds during Section and State Tournament play, unless written consent is provided the League. 	
Streaming	<ul style="list-style-type: none"> Live streaming rights of League events belong solely to the League and its designated personnel and partners. A streaming producer granted streaming rights shall not feed or link its stream to any other media outlet or website without permission from the League. Any streaming producer must receive League streaming rights approval before accepting a feed or link from any other website and must abide by all regulations in this Media Policy Manual, including payment of appropriate rights fees. 	
Member School Streaming	<ul style="list-style-type: none"> Not permitted. 	
Commercial Streaming	<ul style="list-style-type: none"> Not permitted. 	
NSPN.tv	<ul style="list-style-type: none"> Permitted when contracted with the League. 	

	State Tournaments (non-45TV Tournaments)	State Tournaments covered by 45TV
Minnesota Community Media Systems-Paid Annual Fee	<ul style="list-style-type: none"> • Option 1 MCMS may broadcast live audio-only to their local channel. • Option 2 A fee to the League is payable for each event. <ul style="list-style-type: none"> • Simultaneous, scheduled or delayed broadcast to local access channel and/or streamed to the website for playback up to 10 times in 10 days following the completion of a postseason event. The content must be removed from the site for a 60-day period following the contest. Viewing must begin and end with “This material is property of the Minnesota State High School League.” • No downloading, saving or archiving of this production is permitted.” • Allowing downloads or selling the event in any way is not allowed. • Option 3 Live video to MCMS broadcast or stream may be negotiated with the League for any events not covered by exclusive broadcast and/or streaming rights. <p>Note: A \$100 fee per tournament must be paid to the League for onsite production coverage of events at U.S. Bank Stadium, Xcel Energy Center, Target Center, Williams Arena, Maturi Pavilion and Target Field. This is in addition to other fees paid.</p>	<ul style="list-style-type: none"> • Not permitted.
Minnesota Community Media Systems-No Paid Annual Fee	<ul style="list-style-type: none"> • No access provided without an annual fee. 	<ul style="list-style-type: none"> • Not permitted.

	State Tournaments (non-45TV Tournaments)	State Tournaments covered by 45TV
Broadcast TV	<ul style="list-style-type: none"> • Live action is not permitted in the background of standup shots. • Video is limited to two minutes of non-contiguous game action. • Access is permitted to postgame News Conference Center. 	<ul style="list-style-type: none"> • Live action is not permitted in the background of standup shots. • Shooting highlights or game footage must come from 45TV's off-air signal and 45TV must be given synchronous credit for a minimum of five seconds. • Access permitted to postgame News Conference Center.
Photographers	<ul style="list-style-type: none"> • Photos of State Tournaments events taken by credentialed photographers may not be sold or distributed free of charge. • League-contracted photographers have enhanced access. 	
Member School Student and School Media	<ul style="list-style-type: none"> • Approved Student and School Media have the same access as professional media. • Consult an onsite administrator for additional information and guidance. • Student Media must be a student currently enrolled at a Member School. • Student and School Media must have a school-based email account. • A Member School must have a school district supervisor onsite when Student Media are present. The supervisor must exclusively supervise the Student Media; the supervisor may not have other team and/or school duties during the tournament. • A credentialed Student Member may report, write and do still-photography at postseason events. • Information gathered through this experiential learning program may be used for the Member School's yearbook, newspaper or district marketing materials. 	
Member School Video Recording	<ul style="list-style-type: none"> • Some athletic activities will permit a Team Video Operator to record a contest for instructional coaching and review. Each sport or activity will have further requirements and guidelines. • This role is designated strictly for educational purposes and may not include player or coach interviews, videotaping in the locker room or distribution to social media platforms. • The video may be posted on Hudl or other approved educational platforms. • The Team Video Operator must follow all Media Rules and Policies. • Live or delayed streaming of the video is prohibited. • Film, videotape, DVD or digital files continue to be the school's property and may only be used for educational or school archival purposes. • Commercial sponsorship of any kind is prohibited. • Schools must not share films, videotapes, DVDs or digital files produced by the school with any other entity unless approved by the League. <p><i>Note --- Member Schools not competing in a postseason event may not videotape or film that event.</i></p>	

Violation of these policies will result in instant forfeiture of the media credential and suspension from future coverage.

Section Tournament Media Coverage

Media Approval for Access to Section Events

Region Secretaries, in consultation with the Region Committee, make decisions allowing media organizations and personnel access to Section Tournaments. The Approved Media Organization List available at: www.mshsl.org/media is used in making these decisions.

Contact information for Region Secretaries can be found at: <https://www.mshsl.org/contact/mshsl-region-secretaries>.

Region Secretary Section Tournament assignments can be found at: <https://www.mshsl.org/MSHSL-media>.

Streaming

Region Secretaries and the League approve streaming requests for Section Contests.

The following may apply for permission:

- Member Schools
 - Member Schools may be permitted to stream to a school-authorized YouTube account or other League-approved platforms. The school's Activities Administrator is the only individual that can make this request to the Region Secretary and the League.
- Radio Partners with the Minnesota Broadcasters Association
- Minnesota Community Media Systems
- Pixellot/NFHS Network
- Independent Streaming providers
- Others as determined by the Section and/or League

Applying for Section Tournament Streaming Approval:

1. An application must be made at least 48 hours prior to the contest to the League and the Region Secretary. Contact the League at media@mshsl.org.
2. The application must include:
 - a. team(s) they are covering,
 - b. the dates, times and sites at which they wish to stream,
 - c. and whether the stream will be live or delayed.
3. Upon approval from the League and the Region Secretary, applicant will be notified.
4. The League reserves the right to individually consider applications from streaming producers outside the State of Minnesota.

Streaming Fees:

- Each Administrative Region sets the rights fees charged to each streaming provider for the coverage of any Subsection and Section games.
- A streaming provider may be permitted to charge a fee to any viewer for any Region game, per approval of the Region Secretary, with approval of the Region Committee.

Media Coverage at Section Tournaments

Below is information for Media attending League Section Tournaments. Information is arranged by media type. Additional tournament and venue-specific requirements will be shared by Region Secretaries and Tournament Staff.

Media personnel and organizations are responsible for knowing and following guidelines and policies. Media should ask questions for clarifications, if expectations are not clear.

Section Tournaments	
All Media	All media must contact the Region Secretary for approval to attend.
	<ul style="list-style-type: none"> • Photo ID must be presented at the gate for access.
	<ul style="list-style-type: none"> • Region Secretaries and Region Committees use the Approved Media List available at: www.mshsl.org/media.
	<ul style="list-style-type: none"> • Media must remain in areas designated for media during the tournament. • Locker rooms at League events at the postseason tournament levels are closed to the media. • Interview locations are determined by Tournament Staff. • Media must honor a “cooling off” period of at least five minutes before interviewing representatives of participating teams.
	<ul style="list-style-type: none"> • Media are only considered for admittance if team(s) in their coverage area is/are competing in the contest.
Print and Online Media	<ul style="list-style-type: none"> • Permitted access to cover game action via reporting and photography in areas of the venue approved by Tournament Staff.
Radio (Non-Radio Partners)	<ul style="list-style-type: none"> • Rights fees must be paid in advance for each event covered. • Rights fees will be assessed for all live video feeds unless written consent is provided by the Region Committee. • The League reserves the right to revoke the broadcast rights of any radio station if any portion of its broadcasts are considered to have been in poor taste or incompatible with the educational dignity and propriety of the tournament or the host institution from which the broadcasts originated.

Section Tournaments	
Radio Partners	<ul style="list-style-type: none"> • Rights fees for live audio-only feeds for Section Tournament events are waived for Radio Partners. • Radio Partners agree to air or read at least two League-oriented Public Service Announcements during the live broadcast of a Section Tournament event. • Radio Partners are only permitted to cover Member Schools in their designated markets, unless previously approved by the League. • A Radio Partner shall not feed its broadcasts to any other station or stations without permission from the League. • The League reserves the right to revoke the broadcast rights of any radio station if any portion of its broadcasts are considered to have been in poor taste or incompatible with the educational dignity and propriety of the tournament or the host institution from which the broadcasts originated. • Rights fees will be assessed for all live video feeds during Section and State Tournament play, unless written consent is provided the Region Committee. • Radio Partners that have covered a Member School for the entire school year or season are given priority when media seating is limited. • Radio Partners are required to contact Section Tournament administration prior to the event to ensure access and seating accommodation.
Streaming	<ul style="list-style-type: none"> • Live streaming rights of League events and any posting of “real-time” description of events belongs solely to the League and its designated personnel and partners. • A streaming provider granted streaming rights shall not feed or link its stream to any other media outlet or website without permission from the League. • Any streaming provider must receive League streaming rights approval before accepting a feed or link from any other website and must abide by all regulations in this Media Policy Manual, including payment of appropriate rights fees. • Such offers from other streaming entities must be presented to the League a minimum of one week prior to the event for which rights are sought. • Streamers may not host any League postseason events online (i.e. YouTube) for on-demand viewing.
Member School Streaming	<ul style="list-style-type: none"> • Permitted with approval of League and Region Committee. • Streamers may not host any League postseason events online (i.e. YouTube) for on-demand viewing.
Commercial Streaming	<ul style="list-style-type: none"> • Permitted with approval of League and Region Committee • Streamers may not host any League postseason events online (i.e. YouTube) for on-demand viewing.
NSPN	<ul style="list-style-type: none"> • Permitted with approval of League and Region Committee.
Broadcast TV	<ul style="list-style-type: none"> • Permitted with approval of League and Region Committee.
Photographers	<ul style="list-style-type: none"> • Photos of League tournaments may not be sold or distributed free of charge. • The use of flash equipment is not permitted.

Section Tournaments (continued)
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<p>Minnesota Community Media Systems-Paid Annual Fee</p>	<ul style="list-style-type: none"> • Option 1: Broadcast or stream live audio-only. • Option 2: Broadcast live video to the local-access channel only (Fees may apply). • Option 3: Region Committees may charge a fee for this option. The recommended rights fee is 25% of the live MCMS broadcast fee. (Per the Recommended Rights Fees for live video.) Simultaneous, scheduled or delayed broadcast to the local access channel and/or live stream may be shown at any time for 10 days following the actual event. <ul style="list-style-type: none"> • The content must be removed from the site for a 60-day period following the contest. The content may return to the systems’ site for viewing only. Downloading of content is not permitted. • Video must begin and end with: “This material is property of the Minnesota State High School League. No downloading, saving or archiving of this production is permitted.” • Option 4: Stream and/or broadcast live video, per Region Committee rights fees.
<p>Minnesota Community Media Systems-No Annual Fee</p>	<ul style="list-style-type: none"> • Option 1: Broadcast or stream live audio-only; fees apply. • Option 2: Broadcast live video to the local-access channel only. (Commercial fees as per Region Committee rights fees apply.) • Option 3: Commercial fees as per Region Committee rights fees apply. Simultaneous delayed, broadcast to the local access channel and/or live-stream may be shown at any time for 10 days following the actual event. <ul style="list-style-type: none"> • The content must be removed from the site for a 60-day period following the contest. The content may return to the systems’ site for viewing only. Downloading of content is not permitted. • Video must begin and end with: “This material is property of the Minnesota State High School League. No downloading, saving or archiving of this production is permitted.” • Option 4: Stream and/or broadcast live video. Commercial fees as per Region Committee rights fees apply.
<p>School Media</p>	<ul style="list-style-type: none"> • Allowed as permitted by the Region Committee.
<p>Member School Video Recording</p>	<ul style="list-style-type: none"> • Some athletic activities will permit a Team Video Operator to record a contest for instructional coaching and review. Each sport or activity will have further requirements and guidelines. • This role is designated strictly for educational purposes and may not include player or coach interviews, videotaping in the locker room or distribution to social media platforms. • The video may be posted on Hudl or the team’s educational platform. • The Team Video Operator must follow all Media Rules and Policies. • Live or delayed streaming of the video is prohibited. • Film, videotape, DVD or digital files continue to be the school's property and may only be used for educational or school archival purposes. • Commercial sponsorship of any kind is prohibited. • Schools must not share films, videotapes, DVDs or digital files produced by the school with any other entity unless approved by the League. <p>Note: Member Schools not competing in a postseason event may not videotape or film that event.</p>

Violation of these policies will result in instant forfeiture of the media credential and suspension from future coverage.

Regular Season Media Coverage

Regular Season Media Coverage is Under Control of the Host Member School

- Member Schools are encouraged to use the Approved Media Organization List as a guide when permitting media access.
- Streaming:
 - Frequently used permitted streaming platforms include NSPN.tv, Hudl, a school-authorized YouTube channel and the Pixellot/NFHS Network.
 - Instant, live streaming mechanisms like LiveBarn or GameChanger, and social media-based platforms such as Facebook Live, Twitter, Instagram, TikTok or others as determined by the League, are not recommended for approval.
- Typical Member School permissions for Minnesota Community Media Systems include:
 - With the Member School’s permission, MCMS may stream live audio-only and broadcast live video to the local-access channel only.
 - Simultaneous, scheduled or delayed broadcast to the local access channel and/or live stream may be shown at any time for 10 days following the actual event.
 - The content must be removed from the site for a 60-day period following the contest. The content may return to the systems’ site for viewing only. Downloading of content is not permitted.
 - Video must begin and end with: “This material is property of the Minnesota State High School League. No downloading, saving or archiving of this production is permitted.”

MSHSL TV/Streaming Exclusivity Agreement

Exclusivity

1. 45TV is the exclusive television broadcast partner of the Minnesota State High School League. The broadcast agreement extends through the 2030-2031 school year.
 - a. The League’s contract with 45TV supersedes all policies and guidelines in the Media Policy Manual.
 - b. Other than 45TV, or an identified partner of 45TV and the League, no live streaming or live over-the-air broadcast shall be permitted at any State Tournament quarterfinal, semifinal or championship game/match/event at these events:
 - i. 45TV is the television broadcast partner with exclusive rights to televise:
 1. 2024 Prep Bowl—Seven football championship games
 2. 2025 Girls Hockey State Tournament—Semifinals, championships
 3. 2025 Boys Hockey State Tournament—Quarterfinals, semifinals, championships
 4. 2025 Girls Basketball State Tournament—Semifinals, championships
 5. 2025 Boys Basketball State Tournament—Semifinals, championships
2. The rights granted include marketing and distribution of tournament games statewide by 45TV via broadcast stations, low-power TV stations, cable systems and Internet streaming.
3. The League’s broadcast rights grant 45TV the right of first refusal to broadcast and/or stream championship-round games of any other League-sponsored activity not specified previously.
4. 45TV is also granted the right of first refusal to match any offer made by any other broadcast television entity or streaming entity to broadcast and/or stream championship-round games of any other League-sponsored activity not specified previously.

5. Such offers from other broadcast television entities or streaming entities must be presented to the League a minimum of 14 days prior to the event for which rights are sought.
6. Additionally, this identical right of first refusal is extended to 45TV, for broadcast and/or stream coverage of Section playoffs in activities.
7. At the conclusion of all games, 45TV or other photographers contracted with the League, have access to the playing field, rink or court. All other photographers and reporters are prohibited from entering the playing field, rink, or court at the conclusion of all games.

Preferred Streamer

NSPN.tv is the preferred web streaming partner of the League for all events not covered by 45TV.

Additional Media Guidelines and Information

Video Footage Request Information

1. The licensing of League-owned archived footage may be available upon request.
2. To submit a request, include the following:
 - a. Contact information for requesting individual
 - b. Activity, year and specific game or match
 - c. In what way will the footage be used?
 - i. Length
 - ii. Purpose
3. Send request to the League at media@mshsl.org.

Advertising

1. Television, radio, print, streaming and/or other media may not use, or allow to be used, during the live presentation of the activity, rebroadcast thereof, or any printed accounts of the activity, any commercial nor may any of the broadcasters or writers refer to or use the words that imply a sponsorship of any tournament under the jurisdiction and control of the MSHSL, without the expressed written consent of the League.
2. Media may not allow advertisers to claim that they are sponsors of League State Tournament events.
3. Approved media must be able to produce, upon request of the League, advertisements used during a broadcast.
4. The League reserves the right to approve or reject advertisements for any product or service.
5. For any part of the broadcast which originates from the site of the activity, advertising of any mood-altering chemicals, such as alcohol, tobacco, vaping, CBD products or drugs of any kind is strictly prohibited.
 - a. Businesses whose primary purpose is selling alcoholic beverages, such as bars, taverns, liquor stores and those whose primary purpose is selling CBD products, etc., are prohibited from advertising on radio broadcasts during any League-sponsored events.
 - b. Combination businesses, such as restaurants or hotels, which dispense alcoholic beverages in a capacity secondary to its primary purpose, may advertise on radio broadcasts during League-sponsored events. However, no part of the advertising message may refer to the sale of alcoholic beverages, or to a bar, pub, tavern or other facility dispensing alcoholic beverages.
6. Any business or organization which is either directly or indirectly related to the gambling industry may advertise on radio broadcasts during League-sponsored events. However, no part of the advertising message may refer to the availability of gambling opportunities or promote gambling.

7. The League shall immediately exercise its right and responsibility to cancel all broadcast rights for an ongoing event and subsequent events of any media outlet station found to have violated the provisions of this advertising policy.

Drones

Approved by the League's Board of Directors on June 4, 2024

The MSHSL prohibits the use of Unmanned Aerial Vehicles (UAV), or "drones," at interscholastic contests, events or scrimmages, whether such vehicles are operated by school representatives, parents, participants, spectators, or media representatives. The operation of Unmanned Aerial Vehicles at interscholastic activities, events, games or scrimmages may create an increased risk of injury to participants and spectators and may create unwarranted distractions that affect the management and enjoyment of those activities or events. A Member School may choose to use, or permit the use of, a pilotless, remote-controlled vehicle at school practices. That determination is left to the discretion of responsible administrators of the Member School. The MSHSL recommends that a Member School consult with the school's insurer and legal counsel and refer to FAA and local community regulations before using or permitting the use of such vehicles during school practices.

Information Requests

Request for information from the League must be submitted in writing to media@mshsl.org.

Downloadable Copies of State Tournament Events

Available for purchase through NSPN.tv at www.nspn.tv.

Terms Used in this Document

Audio-Only Broadcast: An audio feed that may include a camera focused on the scoreboard.

Application: Organizations on the Approved Media List may make applications for credentials for their media staff to cover League State Tournaments onsite.

- An application must be made for each State Tournament event.
- An application consists of the names of media personnel applying to cover the tournament.

Approved Media List: This list is comprised of media organizations that have registered for and been approved by the League for regular season and postseason events.

- Member School administrators and Region Secretaries use this list as guidance for permitting media to cover regular season and Section events.
- Organizations on the Approved Media List may apply for State Tournament credentials for their media staff.

Broadcast: Video sent to a local-access or television broadcast channel.

Credentialed: Credentials are issued to media personnel whose organizations are on the Approved Media List and have applied for credentials for their media staff to cover League State Tournaments onsite and been approved by the League.

Delayed Streaming: Placement on a website or other online hosting site of recorded audio and/or video after a contest has concluded.

Designation Letter: A Designation Letter is required annually from each school district the Minnesota Community Media System is serving. The League recognizes MCMS representatives as official educational television personnel for a Member School, provided such an assignment of responsibility from that school district's superintendent is submitted annually in writing and on file at the League Office.

Live Streaming: Placement on a website or other online hosting site of live audio and/or video directly from a venue while a contest is in progress.

Media Organization: An entity with a history of League coverage that produces news content which can only be obtained by the granting of a news media credential.

Media Personnel: An individual employed by or hired by a media organization.

Postseason: Includes all section and state contests, events, tournaments and meets.

Region Secretary: The official contact person for all section events. Region Secretaries work in conjunction with the Region Committee to make determinations on section event policies and procedures.

Registration: An annual process for media organizations to register, be vetted and be placed on the Approved Media List.

- This approved list:
 - is used by Member Schools and Regions to make determinations on media organization admittance for regular season and Section Tournaments, respectively.
 - is a pre-requisite to applying for a media credential for League State Tournaments.

Regular Season Contests: Regular season contests in League activities are under the management of the host Member School. Using guidance from the League, the Member Schools make decisions on media attendance and coverage.

Section Contests: Postseason section contests in League activities are under the management of the Administrative Region managing the event. Using guidance from the League, the Administrative Region makes decisions on media attendance and coverage.

State Tournaments: State Tournament contests in League activities are under the management of the League. The League makes decisions on media attendance and coverage based on Board of Directors-approved policy.

School Sanctioned Trips Approval Form

Hastings ISD 200

Department/Staff Coordinating	Jim Jacobsen/Emily Chandler(Band) & Kelly Olsen (Orchestra)
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Fund 10 & Account Name Fund 11 & Account Name	Fund 10 - Band and Orchestra Tour
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Purpose	Spring Break Band & Orchestra Performance Tour
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Destination	Greece
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Type(s) of Transportation	Airplane and bus
----------------------------------	------------------

Dates	Depart	Date 3/13/25	Time Morning	Return	Date 3/21/25	Time Evening
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Cost per student	\$3495 (approx.)	Attach copy of payment schedule for inclusion in Online Payment System
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? 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
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# Chaperones needed	approx. 6 (will be determined by # of students who register for the trip)
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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
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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.
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P-Card-Other Expenses	\$ unknown (tbd)	Purpose
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All receipts must be obtained and returned at the end of the trip

Principal Approved		Date 7/31/24
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Superintendent Reviewed	Signature	Date
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Board Reviewed	Signature	Date
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School Sanctioned Trips Approval Form Hastings ISD 200

Department/Staff Coordinating	Anthony Letourneau
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Fund 10 & Account Name Fund 11 & Account Name	No school funds will be used for this trip
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Purpose	French Language and Culture Immersion Experience
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Destination	Switzerland & France through travel organization Language & Friendship (see attached itinerary for more details)
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Type(s) of Transportation	Airplane, Train, Boat, and Coach Bus (see itinerary for more details)
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Dates	Depart	6/8/2025	Time	Return	6/22/2025	Time
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Cost per student	approx \$5695	Attach copy of payment schedule for inclusion in Online Payment System	Online Payment
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? Student drops out after paying	See itinerary from Language and Friendship about their payment policies
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? Payment was fundraised \$'s	Required to stay in activity account because was earned as tax-exempt
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# Students participating	unknown at this time
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# Chaperones needed	We will be traveling 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.
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All chaperone fees are the responsibility of the chaperone

How are you ensuring equitable access for students of need?	Fundraising is available as needed
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Are there any additional pre-trips or other unique arrangements to be aware of?	NA
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P-Card-Other Expenses	\$0	Purpose	No Expense
All receipts must be obtained and returned at the end of the trip			

Principal Approved	SCOTT DORAN	Date
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Superintendent Reviewed	Signature	Date
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Board Reviewed	Signature	Date
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BRIDGE TO SUCCESS

Dr. Tamara Champa
SUPERINTENDENT

Hastings Public Schools

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

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
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Future Meeting Dates

Date	Time	Description	Board or Committee	Location
08.29.2024	8:00-9:00 AM	Student Onboarding	Student School Board Committee	District Office Conference Room A
09.06.2024	10:00-11:00 PM	Policy Meeting	Policy Committee	District Office Conference Room A
09.10.2024	6:00 PM	Regular Board Work Session	School Board	Hastings Middle School Media Center
09.17.2024	6:00 PM	Community Collaboration Meeting	Community Collaboration Committee	TBD
09.20.2024	10:00-11:00 PM	Policy Meeting	Policy Committee	District Office Conference Room A
09.25.2024	5:00 PM	Building Tour	School Board	Tilden

09.25.2024	6:00 PM	Regular Board Meeting	School Board	Hastings Middle School Media Center
10.04.2024	10:00-11:00 PM	Policy Meeting	Policy Committee	District Office Conference Room A
10.08.2024	6:00-6:30 PM	Regular Board Work Session	School Board	Hastings Middle School Media Center
10.08.2024	6:30-8:00 PM	Board Retreat	School Board	District Office Conference Room A
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
11.01.2024	10:00-11:00 PM	Policy Meeting	Policy Committee	District Office Conference Room A
11.07.2024	6:00 PM	Regular Board Work Session	School Board	Hastings Middle School Media Center
11.15.2024	10:00-11:00 PM	Policy Meeting	Policy Committee	District Office Conference Room A
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
12.06.2024	10:00-11:00 PM	Policy Meeting	Policy Committee	District Office Conference Room A
12.18.2024	6:00 PM	Regular Board Meeting	School Board	Hastings Middle School Media Center

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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

Philip Biermaier

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