

Hastings Area Public Schools - ISD 200

School Board Meeting Agenda

Wednesday, February 26, 2025
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:
 - 01.22.2025 Regular Board Meeting
 - 02.19.2025 Special Board Meeting
- IV. **Recognition of Visitors**
- V. **Raider Spotlight**
 - Kailey Schumacher - 2024 Inclusive Educator of the Year Award by ISD917
 - Allina Staff - Brandy Poellinger and April Prunty
 - Hastings Bus Company
- VI. **Public Comment Session**
- VII. **Reports and Discussions**
 - a. Superintendent Report
 - i. Cadence Review
 - ii. Goal Review by Directors/Principals
 - b. Student School Board Representative Updates
 - c. AIPAC / NAPAC Non-Concurrence Presentation
 - d. Strategic Plan Review Update
 - e. Building Construction Fund Project Update
 - f. Legal: Data Request Update
 - g. Board Director Vacancy Appointment Discussion
 - h. School Board Committee Discussion
 - MSHSL Liaison
 - Community Collaboration Committee
 - Discuss next CommUNITY Engagement event date
 - i. Principal Building Behavior Report
 - j. Hastings School District 2025 Legislative Priorities
 - i. State Representative Tom Dippel
 - k. School Board Representatives/Committees
 - i. ISD 917 School Board Representative Update
 - ii. AMSD Update
 - iii. Community Collaboration Committee Update
 - iv. Facilities, Finance and Joint Powers Committee Update
 - v. NAPAC Committee Update
 - vi. Student School Board Committee Update
 - vii. Policy Committee Update
 - l. Policies
 - i. First Readings
 - Annual Review of Policies 406, 410, 414, 415, 714, 722, 806
 - Policy 101 Legal State of the School District
 - Policy 102 Equal Educational Opportunity

- Policy 103 Complaints - Students, Employees, Parents, Others
 - Policy 515 Protection and Privacy of Pupil Records
 - Policy 519 Interview of Students by Outside Agencies
 - Policy 904 Distribution of Materials on School Property by Non School Person
- ii. First Reading to Sunset
 - Policy 100 Equity and Diversity
 - iii. Second Readings
 - Policy 206 Public Participation in School Board Meetings / Complaints About Persons at School Board Meetings and Data Privacy Considerations
 - Policy 208 Development, Adoption, and Implementation of Policies
 - Policy 430 Employee Recognition
 - iv. Third Reading
 - Policy 610 Field Trips

VIII. Action Items

- a. Consent Agenda
 - i. Change Orders
 - ii. Bills Payable
 - iii. Personnel Report
 - iv. 2024-2026 Principal Contract Approval
 - v. Approve Non Public Transportation Reimbursement Rates
 - vi. Second SRO Contract
 - vii. Policies for Approval after Third Reading
 - Policy 534 Unpaid Meal Charges
 - Policy 614 School District Testing Plan and Procedure
 - Policy 615 Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students
 - Policy 721 Uniform Grant Guidance Policy Regarding Federal Revenue Sources
 - viii. 2025-2026 Revised School Calendar Approval
 - ix. 2026-2027 School Year Calendar Approval
 - x. 2025-2026 Staffing Ratio Updates
- b. Items for Individual Action
 - i. Policy 519 Interview of Students by Outside Agencies
 - ii. Update Agenda Creation Process
 - iii. Resolution Declaring a School Board Vacancy for ISD200
 - iv. Resolution to Reduce Committed Technology Funds
 - v. Resolution for the Assignment of Funds to Elementary STEAM Programming
 - vi. Resolution Directing the Administration to Make Recommendations Regarding the Reduction and/or Discontinuance of Programs and Positions and Reasons Therefore

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, January 22, 2025 at the Hastings Middle School Media Center.

The meeting was called to order at 6:02 PM by Chairperson Carrie Tate.

The following board members were present: Philip Biermaier, Matt Bruns, Jessica Dressely, Melissa Millner, Carrie Tate, Jenny Wiederholt-Pine, and Mark Zuzek. Roll call attendance was taken by Melissa Millner. Superintendent Champa was also present at the meeting. The following Student School Board Representatives were present: Briseis Rusnacko, Aidan Suarez Garcia, Jenevieve Behnke, and Victoria Steinke.

A motion to approve the agenda was made by Mark Zuzek and seconded by Philip Biermaier. A brief discussion about amending the agenda to move the SHIP Grant Approval and Argentina Trip Approval to individual action items, the motion was brought to a vote. With 7 ayes, 0 nays, the motion carried unanimously.

A motion to approve the minutes from the 01.06.2025 Organizational Meeting of the Hastings School Board was made by Matt Bruns and seconded by Jessica Dressely. With 7 ayes, 0 nays, the motion carried unanimously.

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

Superintendent Champa presented the Raider Spotlight, which recognized Wendy Liu, AVID Senior Scholarship Recipient, MSHSL Recognition for Ryder Ashcraft, Ellie Magnus, Josey Larson and Elliott Renneke and Rotary Students of the Month: Briseis Rusnacko, Lukas Foss, Delaina Kurtz and Nathan Barker.

The Public Comment Session was held with one person speaking.

Superintendent Champa provided the Board with the Superintendent Report.

Hastings Middle School Principal, Ryan Wynn gave an update on his individual goal for the 2024-2025 school year.

The Student Representatives provided their school updates.

The Strategic Plan Draft review was provided by Superintendent Champa.

Read Act update was provided by Andy Larson and Brie McNamara.

Curriculum Alignment presentation was provided by Andrew Hodges.

Pathways update was provided by Andrew Hodges and High School Principal, Scott Doran.

Course Approvals update was provided by Andrew Hodges.

Argentina Global Language Trip 2026 information was provided by High School Principal, Scott Doran.

10 Year LTFM Presentation was provided by Scott Stockdale.

The Building and Construction Fund Project update was provided by Jennifer Seubert.

The Data Request update was provided by Cathy Moen.

The ISD 917 update was provided by Mark Zuzek.

The AMSD update was provided by Mark Zuzek.

The Community Collaboration Committee update was provided by Jenny Wiederholt-Pine.

The Facilities, Finance and Joint Powers Committee update was provided by Mark Zuzek.

The NAPAC Committee update was provided by Matt Bruns.

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

The Policy Committee update was provided by Jessica Dressely which included a First Reading of Policy 206, 208, 430; Second Readings of Policy 534, 610, 614, 615, 721; Procedures and Form Updates 206.1FRM, 206.2PR, 208.1PR, and 213.1PR.

A motion to approve the Consent Agenda was made by Mark Zuzek with note to moving prior request of SHIP Grant and Argentina Trip approvals to individual action items, and seconded by Melissa Millner. With a vote of 7 ayes, and 0 nays, the motion carried unanimously. The following items were approved under the consent agenda:

- December Bills Payable
- Personnel Report
- Custodial and Community Ed Paras MOUs
- Policies 524, 524.1, 533

A motion was made by Jessica Dressely to approve the Argentina 2026 Trip and seconded by Matt Bruns. With a vote of 6 ayes and 1 nays, the motion carries. Voting nay was Carrie Tate.

A motion was made by Jessica Dressely to approve the SHIP Grant and seconded by Mark Zuzek. Brief discussion about reviewing curriculum materials before purchasing. With a vote of 7 ayes and 0 nays, the motion carries.

A motion was made by Melissa Millner to approve the Course Approvals and seconded by Jenny Wiederholt-Pine. With a vote of 7 aye and 0 nays, the motion carries.

A motion was made by Jenny Wiederholt-Pine to approve Solar for Schools as recommended and seconded by Jessica Dressely. With a vote of 7 ayes and 0 nays, the motion carries.

A motion was made by Mark Zuzek to accept the October 2024 - December 2024 Donations and waive the reading and seconded by Philip Biermaier. A roll call vote was taken by Melissa Millner. With a vote of 7 ayes and 0 nays, the motion carries.

A motion was made by Jessica Dressely to approve the 2025-2026 Board Member Handbook and seconded by Philip Biermaier. With a vote of 7 ayes and 0 nays, the motion carries.

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. With a vote of 7 ayes and 0 nays, the motion carried unanimously.

The meeting was adjourned at 9:27 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, February 19, 2025 at the Hastings Middle School Media Center.

The meeting was called to order at 6:00 PM by Chairperson Carrie Tate.

The following board members were present: Philip Biermaier, Matt Bruns, Jessica Dressely, Melissa Millner, Carrie Tate, Mark Zuzek. Roll call attendance was taken by Melissa Millner. Superintendent Champa was also present at the meeting. The following Student School Board Representatives were present: Briseis Rusnacko, Aidan Suarez Garcia, and Victoria Steinke.

A motion to approve the agenda was made by Mark Zuzek and seconded by Philip Biermaier. With 6 ayes, 0 nays, the motion carried unanimously.

A motion was made by Jessica Dressely to approve the Transportation Contract and seconded by Mark Zuzek. With 6 ayes, 0 nays, the motion carried unanimously.

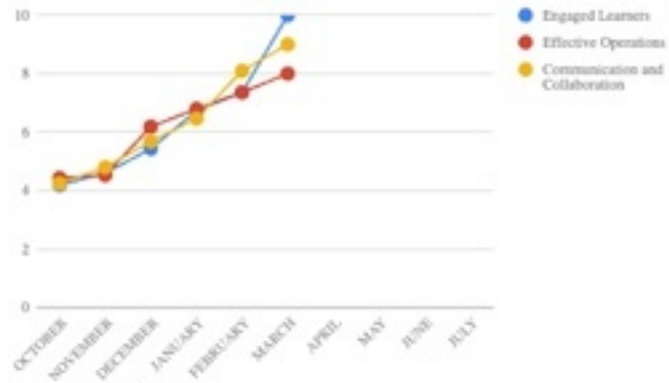
With no further business to discuss, a motion was made to adjourn the meeting by Philip Biermaier and seconded by Melissa Millner. With a vote of 6 ayes and 0 nays, the motion carried unanimously.

The meeting was adjourned at 6:03 PM.



CADENCE OF RAIDER RESPONSIBILITY

Cadence of Raider Responsibility





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

February 26, 2025 Student Representative Reports

Victoria Steinke

Hastings Middle School Student Activities

Athletics

- Feb 25th: Final Ski and Snowboard club trip
- Gymnastics and Boys basketball wrapping up their seasons this month
- Feb 24th: middle school swim and dive starts
- Spring sports registration: track and field, tennis, swim and dive, etc.

Arts

- Feb 10th: 5th grade band concert
- Feb 20th: Orchestra concerts
- Feb 25-26: Auditions for spring play, *Sally Cotter and The Quest We Follow*, auditions after school

Achievements

- Rockstar awards

More student events

- Feb 13: 5th grade bingo after school
- Feb 14: 5th grade Buck Hill trip:
 - Students traveled to Buck Hill for an exciting day on the slopes. Students were able to choose skiing or tubing. Many of our 5th graders tried skiing for the first time, it was incredible to see students pick it up so quickly.
 - Overall, our students were able to experience a new activity (skiing) or a rare but familiar activity (tubing) and represented our community well.
 - Buck Hill staff mentioned several times about our students' great behavior and understanding of safety while on the trip.
- Rocked red and pink on Valentine's day!
- Feb 19th: Trivia at lunch

Jen Behnke

Kennedy Elementary had a status quo month!

- In the spirit of February being “I Love to Read” month, students have been invited to wear red on these Thursdays.
- For the next week, Students can attend the Scholastic Book Fair in the media center and find some great reads!
- Moving on to their monthly themes, this month’s is Friendship Skills! Students will learn strategies for inviting others to play, making amends for mistakes, and handling name-calling assertively. These skills help students make and keep friends.

Pinecrest Elementary has kept busy!

- At the beginning of the month, the PTA hosted a Bingo night for Pinecrest families! It was a great success.
- Students have been able to pursue interests in art and music with a host of activities:
 - Students are learning the structures of notes and how they sound in the music room, and kids also participate in the Panther Choir.
 - In the art corner, all grades have been learning different forms of art.

Briseis Rusnacko

HHS:

Although we had a pretty cold February, there was warmth in the hearts of many students alike with lots of new stuff to get up to.

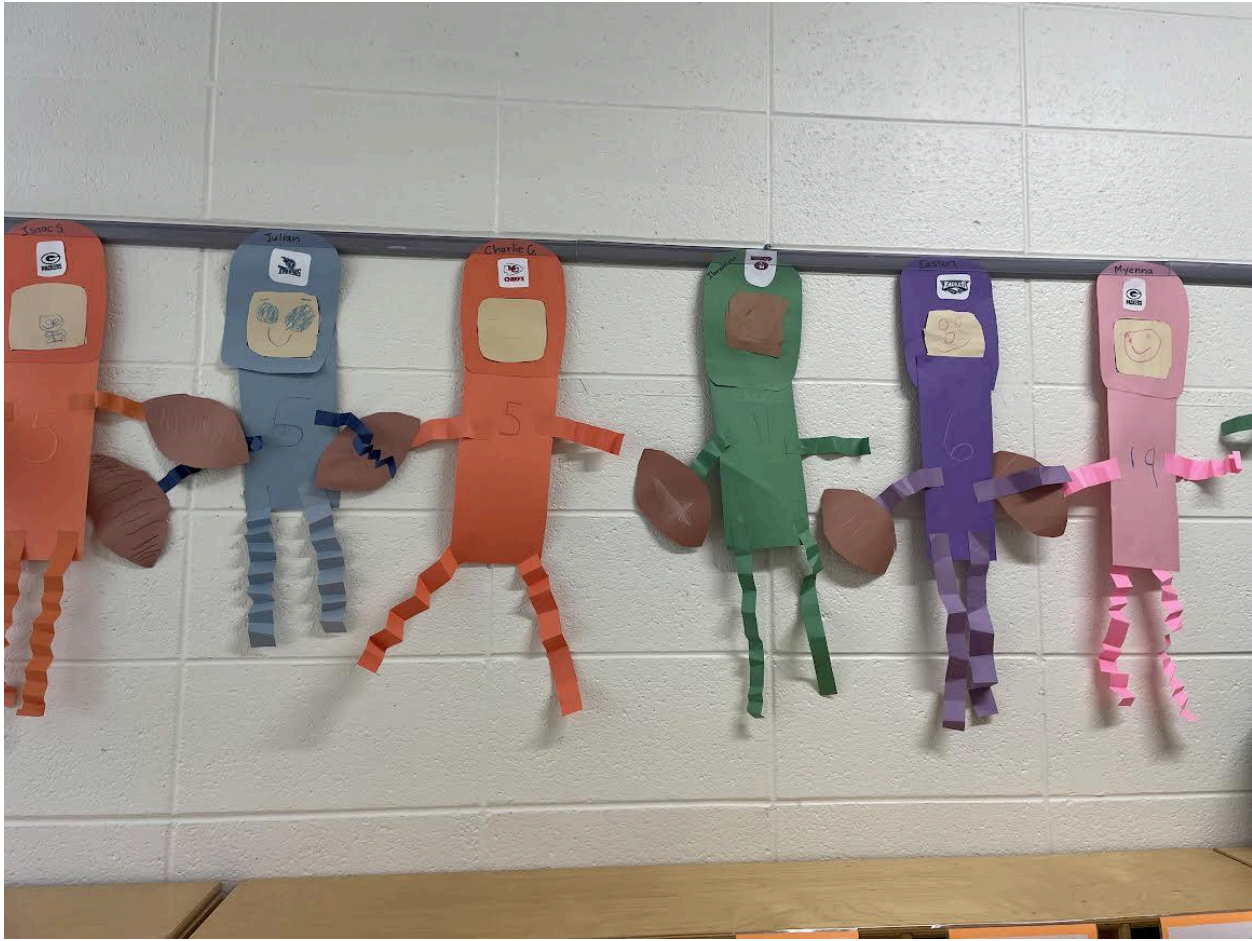
- Hastings High School introduced their second semester with an amazing new class, Raiders in Action! This class is taught by Mr. Colvin and it is our school's brand new student led TV Show, airing on Tuesdays and Thursdays. Me and Victoria work on the show and many students have had a blast watching and creating it every week.
- The Girls and Boys Hockey seasons both came to an end this month.
- Alpine and Nordic Skiing had James McNamara and Micah Trost went to state a few weeks ago.
- Boys Wrestling has state tomorrow! Let's hope for the best.
- Our Show Choirs hosted the 25th annual Swingin On the River Competition this past weekend, and from what I heard, people had a blast. Riverside got First place at the BK Gold and Rock the North competitions as well.
- We end this week off with conferences and yet another 3 day weekend.

Tilden:

- This month at Tilden Preschool has been all about football, Valentine's Day, I Love to READ, and caring for our teeth!
- Preschool registration opens for 25-26 on February 24. They encourage families to register early, as spaces fill up quickly.
- Preschool conferences will take place on 2/27 & 2/28.
- ECSE Birth to 3 staff continues to provide services for children and their families in the child's natural environment.
- ECSE 3-5 staff are busy making plans for kids who are transitioning to kindergarten.



Teeth!!



Football!!

Aidan Suarez Garcia

McAuliffe Elementary

Elementary conferences are scheduled for the evening of Wednesday, February 26th, and Thursday, February 27th, as well as the morning of Friday, February 28th. In celebration of Black History Month, McAuliffe has highlighted a selection of books for students to explore in the Media Center. As part of "I Love to Read" month, the school is also participating in an educational fundraiser to promote reading and replenish funds for the Parent Teacher Connection (PTC), which supports activities for students, teachers, and families. Additionally, McAuliffe's 4th graders had the opportunity to visit the Minnesota History Center and Orchestra Hall in January for a hands-on educational experience.



ALC

Students toured Minnesota State College Southeast in Red Wing, gaining valuable insights into future opportunities. We also celebrated two graduates in January, with one student already starting at Dakota County Technical College in the Construction Management program. Creative scheduling helped us add three new students for the second semester. The academy has experienced significant growth this year, with enrollment rising from 15 full-time and 24 part-time students in the first semester to 23 full-time and 30 part-time students as of today, reflecting its growing popularity and the expanded educational options it offers.



124D.78 PARENT AND COMMUNITY PARTICIPATION.

Subdivision 1. **Parent committee.** School districts, charter schools, Tribal contract schools, and the respective school boards must provide for the maximum involvement of parents of American Indian children enrolled in American Indian education programs, programs for elementary and secondary grades, special education programs, and support services. Accordingly, school districts, charter schools, and Tribal contract schools in which there are ten or more state-identified American Indian students enrolled must establish an American Indian Parent Advisory Committee. If a committee whose membership consists of a majority of parents of American Indian children has been or is established according to federal, Tribal, or other state law, that committee may serve as the committee required by this section and is subject to, at least, the requirements of this subdivision and subdivision 2.

The American Indian Parent Advisory Committee must develop its recommendations in consultation with the curriculum advisory committee required by section 120B.11, subdivision 3. This committee must afford parents the necessary information and the opportunity effectively to express their views concerning all aspects of American Indian education and the educational needs of the American Indian children enrolled in the school or program. School districts, charter schools, and Tribal contract schools must ensure that programs are planned, operated, and evaluated with the involvement of and in consultation with parents of the American Indian students served by the programs.

Subd. 2. **Annual compliance.** Prior to March 1, the American Indian Parent Advisory Committee must meet to discuss whether or not they concur with the educational offerings that have been extended by the district to American Indian students. If the committee finds that the district, charter school, Tribal contract school, and the school board have been meeting the needs of American Indian students, they issue a vote and resolution of concurrence. If they find that the needs of American Indian students are not being met, they issue a vote and resolution of nonconcurrence. The vote and resolution must be presented to the school board by one or more members of the American Indian Parent Advisory Committee. The vote is formally reflected on documentation provided by the Department of Education and must be submitted annually on March 1.

If the vote is one of nonconcurrence, the committee must provide written recommendations for improvement to the school board at the time of the presentation. In the case of nonconcurrence, the school board is given 60 days in which to respond, in writing, to the committee's recommendations. The board response must be signed by the entire school board and submitted to both the American Indian Parent Advisory Committee and to the Department of Education. The resolution must be accompanied by Parent Advisory Committee meeting minutes that show they have been appraised by the district on the goals of the Indian Education Program Plan and the measurement of progress toward those goals.

Subd. 3. **Membership.** The American Indian Parent Advisory Committee must be composed of parents or guardians of American Indian children eligible to be enrolled in American Indian education programs; American Indian secondary students; American Indian family members of students eligible to be enrolled in American Indian education programs; American Indian language and culture education teachers and paraprofessionals; American Indian teachers; American Indian district employees; American Indian counselors; adult American Indian people enrolled in educational programs; and American Indian community members. The majority of each committee must be the parents or guardians of the American Indian children enrolled or eligible to be enrolled in the programs.

Subd. 4. **Alternate committee.** If the organizational membership or the board of directors of a Tribal contract school consists of parents of children attending the school, that membership or board may serve also as the American Indian Parent Advisory Committee.

Subd. 5. **State-identified American Indian.** For the purposes of sections 124D.71 to 124D.82, the number of students who identify as American Indian or Alaska Native, as defined by the state of Minnesota on October 1 of the previous school year, will be used to determine the state-identified American Indian student counts for school districts, charter schools, and Tribal contract schools for the subsequent school year.

History: *1977 c 312 s 7; 1988 c 718 art 3 s 10-13; 1991 c 265 art 3 s 18; 1994 c 647 art 3 s 19; 1Sp1995 c 3 art 16 s 13; 1997 c 7 art 1 s 71; 1998 c 397 art 2 s 149-151,164; art 11 s 3; 1Sp2001 c 6 art 2 s 41; 1Sp2015 c 3 art 2 s 53; 1Sp2019 c 11 art 2 s 19; 2023 c 55 art 4 s 14*



Annual Compliance Overview

[Minnesota Statutes 2024, section 124D.78](#) requires Minnesota districts, charter schools, cooperatives, and Tribally controlled schools with 10 or more American Indian students to have an American Indian Parent Advisory Committee (AIPAC). Specifically, the Statutes cite that school boards and American Indian schools must provide for the maximum involvement of parents and children enrolled in education programs, programs for elementary and secondary grades, special education programs, and support services.

Districts, charter schools, cooperatives, and Tribally controlled schools with 10 or more American Indian students are required to submit annual compliance documents to the Office of American Indian Education (OAIE) by March 1 of each year. Also known as the vote of concurrence or nonconcurrence, annual compliance is a valuable opportunity for AIPAC members to meet and discuss whether or not they concur with the educational offerings that have been extended by the district to American Indian students.

The Vote and Resolution

Parent Committees receive data from the district on whether or not the district has met the needs of American Indian students using the goals from the program plan submitted and approved by MDE. The AIPAC votes on how the district is achieving and accountable to the goals. The AIPAC should work with administration to fill out the Program Plan Review. This vote is formally reflected on the annual compliance documents. Members of the AIPAC present the vote and resolution to the school board.

If the vote is one of nonconcurrence, the AIPAC must provide written recommendations for improvement to the school board at the time of the presentation. The school board then has 60 days in which to respond in writing to the AIPAC recommendations. A copy of this written response must be provided to OAIE.

Completing and Submitting the Documents

The Following Items are Required When Submitting Annual Compliance

- Annual Compliance/Vote of Concurrence or Nonconcurrence document
- AIPAC Resolution document
- AIPAC Roster and District Employee Sign-In Sheet
- American Indian Education Aid Program Plan Review
- AIPAC minutes indicating they have received data on how students are faring

When Completing the Fillable PDF Forms, Remember To:

- Include the district, charter school, cooperative, Tribally controlled school name and identifying number.
- Place a checkmark or X next to the applicable vote.
- Include all dates as indicated.
- Add all signatures as required, digital signatures are accepted.
- Use the drop-down menu in the roster to select the appropriate committee member options.

The District, Charter School, Cooperative, Tribally Controlled School Does Not Have an AIPAC

All educational entities with more than 10 American Indian students that do not have an AIPAC, are still required to complete this paperwork. Tribally Controlled schools may use their School Board as their AIPAC.

Place a checkmark or X next to “Does Not Have an AIPAC.”

Obtain the signature of the superintendent or charter school/Tribally controlled school director and the school board chair. The resolution page is not required.

Submission Deadline

Email all required items by **March 1** to the [Office of American Indian Education](mailto:mde.aiea@state.mn.us) (mde.aiea@state.mn.us).

Annual Compliance (Vote of Concurrence or Nonconcurrence)

District, Charter School, Cooperative, or Tribally Controlled School Name

School Year

American Indian Parent Advisory Committee (AIPAC) Vote

The AIPAC Issued a Vote of Concurrence

Date of Concurrent Vote

Date the AIPAC Presented to the School Board

The AIPAC Issued a Vote of Nonconcurrence

A vote of nonconcurrence requires the AIPAC to provide specific written recommendations for improvement to the school board. The school board is required to respond in writing to each recommendation within 60 days of the recommendations being put forth. The school board must provide this written response to both the AIPAC and to the Office of American Indian Education (OAIE).

Date of Nonconcurrent Vote

Date the AIPAC Presented to the School Board

Date the Written Response from the School Board is Due

The District, Charter School, Cooperative, or Tribally Controlled School Does Not Have an AIPAC

The district or school does not yet have an AIPAC, but recognizes the need to do so in order to remain compliant with Minnesota Statutes 2024, section 124D.78. By signing below, district, charter school, cooperative, or Tribally controlled school leadership commits to working with the Office of American Indian Education on committee formation.

Required Signatures

School Board Chairperson

Superintendent or Charter School/Tribally Controlled School Director

AIPAC Chairperson

Date

Date

Date

American Indian Education Aid Program Plan Review

This document serves as the foundation for how your district or school is fulfilling the measurable goals of the program plan, reviewed and approved by the Office of American Indian Education (OAIE) at the Minnesota Department of Education. This document is necessary to submit to be eligible for American Indian Education Aid next year.

Under [Minnesota Statutes 2024, section 124D.81, subdivision 3](#), districts and schools should be identifying American Indian students and tracking their data and progress towards positive educational experiences.

Directions

This document should be completed with the American Indian Parent Advisory Committee (AIPAC) and district staff that work primarily with American Indian students. Both the AIPAC and district staff will meaningfully and authentically collaborate to complete this document which will be uploaded with your compliance documentation. The resolution must be accompanied by Parent Advisory Committee meeting minutes that show they have been appraised by the district or school on the goals of the Indian Education Program Plan and the measurement of progress toward those goals as required by [Minnesota Statutes 2024, 124D.78, subdivision 2](#).

Using the approved American Indian Education Aid application that was submitted in the Fall, communicate how the district or school has progressed towards all the goals outlined within each narrative for areas 1-6. Data should be shared with the AIPAC in order to concur with the district plan. Additionally, the [Self-Assessment Rubric](#) is another useful tool for AIPACs to understand programming and to vote on concurrence.

Measurable Goals

These program details must align to [Minnesota Statutes 2024, section 124D.81, subdivision 2](#).

Focus Area 1: Support postsecondary preparation for pupils

Focus Area 2: Support the academic achievement of American Indian students

Focus Area 3: Make curriculum relevant to the needs, interests, and cultural heritage of American Indian pupils

Focus Area 4: Provide positive reinforcement of the self-image of American Indian pupils

Focus Area 5: Develop intercultural awareness among pupils, parents, and staff

Focus Area 6: Supplement, not supplant, state and federal educational and co-curricular programs

Focus Area	Measurable Goal(s) From Approved Plan	Progress Towards Goal(s) Using District Data	Is Progress Sufficient for Concurrence?
Support postsecondary preparation for pupils			
Support the academic achievement of American Indian students			
Make curriculum relevant to the needs, interests, and cultural heritage of American Indian pupils			
Provide positive reinforcement of the self-image of American Indian pupils			
Develop intercultural awareness among pupils, parents, and staff			
Supplement, not supplant, state and federal educational and co-curricular programs			

District Requirements Under Minnesota Statutes

Coordinator

Any district or participating school that conducts American Indian education programs with 100 or more state-identified American Indian students are to have a coordinator dedicated to State Indian Education programming.

[Minnesota Statutes 2023, section 124D.76, Dedicated American Indian Education Coordinator](#)

- Yes, we have 100 or more state-identified American Indian students
 - We have a dedicated American Indian Education coordinator
 - We do not have a dedicated American Indian Education coordinator
- No, we do not have 100 or more state-identified American Indian students

Culture and Language Classes

Any district or participating school that conducts American Indian education programs with five percent *or* 100 or more state-identified American Indian students must provide American Indian culture and language classes.

[Minnesota Statutes 2024, section 124D.71, subdivision 7](#)

- Yes, we provide American Indian culture and language classes for all state-identified American Indian students in the district or school
- No, we do not provide American Indian culture and language classes for all state-identified American Indian students in the district or school

Signatures

AIPAC Chairperson

Date

Director of American Indian Education

Date

For more information, please visit the [Office of American Indian Education's website](#).

Please submit this documentation to the [Office of American Indian Education](#) (mde.aiea@state.mn.us).



The American Indian Parent Advisory Committee (AIPAC) Roster

About Membership

Per [Minnesota Statutes 2024, section 124D.78, subdivisions 3](#), The American Indian Parent Advisory Committee must be composed of parents or guardians of American Indian children eligible to be enrolled in American Indian education programs; American Indian secondary students; American Indian family members of students eligible to be enrolled in American Indian education programs; American Indian language and culture education teachers and paraprofessionals; American Indian teachers; American Indian district employees; American Indian counselors; adult American Indian people enrolled in educational programs; and American Indian community members. The majority of each committee must be the parents or guardians of the American Indian children enrolled or eligible to be enrolled in the programs.

About the Roster and Sign-In Sheet

The AIPAC roster is for committee members only. This form is electronic and fillable. You must include the committee member's name, email, and phone number in the first column. Subsequent columns contain a drop-down menu option. Select the best option for each particular committee member.

If an employee identifies as American Indian, they are eligible to serve as a voting committee member and may be included on the roster, rather than the district, charter school, cooperative, and Tribally controlled school sign-in sheet.

Submission

The first submission is with your American Indian Education Aid program plan, the second submission is with your annual compliance documents.

Submit completed rosters to the [Office of American Indian Education](mailto:mde.aiea@state.mn.us) (mde.aiea@state.mn.us).

American Indian Parent Advisory Committee Member Roster

Committee Member Name, Email, and Phone	American Indian	Committee Member Role	Primary Area of Representation
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...

Committee Member Name, Email, and Phone	American Indian	Committee Member Role	Primary Area of Representation
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...

Committee Member Name, Email, and Phone	American Indian	Committee Member Role	Primary Area of Representation
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...

District, Charter, or Tribally Controlled School Employee Sign-in Sheet

Employee Name, Email, and Phone	Employee Title

Hastings NAPAC

Native American Parent Advisory Committee Board
hastingsnapac@isd200.org

February 20th, 2024

RESOLUTION FOR NON-CONCURRENCE

Pursuant to MN Statutes, section 124D.78, subdivision 1, The Hastings Native American Indian Parent Advisory Committee (NAPAC) is issuing a resolution of nonconcurrency for the 2023-2024 school year (see attached).

This committee has voted and determined Hastings Public Schools (ISD 200) "is not meeting the needs of American Indian (AI) students." Being in compliance with guidelines set forth by the MN Department of Education (MDE) and Office of American Indian Education (OAIE), we submit these recommendations:

- 1. Immediately add Dedicated Staff - Native American Education Liaison**
 - a. We also recommend planning for additional staffing increases as may be required with future student counts. There is enough work and students in our district to warrant a Director-level position.
- 2. Curriculum & Language implementation as required by Indigenous Education For All**
- 3. 100% Staff Development attendance through Tribal Relations Training through the Office of American Indian Education**
 - a. Including ongoing cultural competency training as developed. Tribal Relations training also required for all newly hired education staff and leadership.
- 4. District-wide endorsement and promotion of new standards and ongoing efforts**
 - a. Cohesive efforts at all schools and grade levels, including communicating expectations and opportunities to all district staff and NAPAC parents and students
- 5. The Hastings NAPAC would like all student educational assessment data disaggregated by ethnicity and made available to us on a yearly basis.**
 - a. For example, trend graduation rates, trend discipline data, trend special education data, trend math and reading assessments, and trend MCA data.
- 6. The Hastings NAPAC would like the full transparency allowable on any requests for information related to expenditures and items associated with the NAPAC funding.**



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

April 3, 2024

Chair Humphrey and the entire Hastings Native American Parent Advisory Committee,

On February 20, 2024, the Hastings NAPAC provided a vote of non-concurrence indicating that the Hastings School District has not been in compliance with the guidelines set forth by the Minnesota Department of Education and the Office of American Indian Education.

The Hastings School Board, district superintendent and the department of teaching and learning has reviewed your recommendations and on behalf of the district, each item has a response as noted below:

1. Immediately add Dedicated Staff - Native American Education Liaison

**The process to add dedicated staff has taken considerable time; however, the position has been posted with interviews in place on April 10, 2024.*

2. Curriculum & Language implementation as required by Indigenous Education For All

**All areas of our curriculum are currently being reviewed to ensure that all standards are embedded as defined by the state of MN and within the Indigenous Education for All language.*

**The district is also working to provide additional staff development specifically to ensure that our activities and texts are aligned to Indigenous Peoples in our area.*

**American Indian Culture and Language Classes Required (Minnesota Statutes, 124D.74, Subdivision 7) A district or participating school that conducts American Indian education programs under sections 124D.71 to 124D.82 must provide American Indian culture and language classes if: (1) at least five percent of students are American Indian students; or (2) 100 or more students are American Indian students. (b) For purposes of this subdivision, "American Indian students" means students identified by the state count of American Indian students on October 1 of the previous school year.*

3. 100% Staff Development attendance through Tribal Relations Training through the Office of American Indian Education

**Currently the district is providing culturally responsive teaching professional development for all staff. Specific staff development will be provided regarding tribal relations.*

4. District-wide endorsement and promotion of new standards and ongoing efforts

**All areas of our curriculum are currently being reviewed to ensure that all standards are embedded as defined by the state of MN and within the Indigenous Education for All language.*

5. The Hastings NAPAC would like all student educational assessment data disaggregated by ethnicity and made available to us on a yearly basis.

**As in the 23-24 school year, all trend data will be made available.*

6. The Hastings NAPAC would like the full transparency allowable on any requests for information related to expenditures and items associated with the NAPAC funding.

**As in the 23-24 school year, all budget expenses and records will be made available upon request.*

It is the unwavering goal of Hastings Public Schools to meet the needs of all of our students. We look forward to continuing to strengthen our relationship with our Hastings Native American Parent Advisory Committee and aspire to be a MN model of an example of a strong partnership committed to the wellbeing and academic success of our students.

While the upcoming school board meeting falls on day 61 from the original submission, this letter meets all expected timelines. The letter in its entirety will be included and reviewed at the upcoming April school board meeting.

Sincerely,


Tamara Champa

Tamara Champa

Building Construction Fund Projects as of 1/31/2025

	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
Nature Preserve Gravel Parking Lot & Monument Sign	9,100	-	-	-	9,100	-	Complete
High School Student Entrance Bollards	5,000	-	-	-	5,000	-	Complete
Technology Improvements	2,529,625	-	-	-	2,529,625	-	Complete
Replace High School Carpet (Phase III)	74,471	-	-	-	74,471	-	Complete
Contingency	2,007,858	-	-	-	-	2,007,858	Contingency
Reallocations from/to projects	(9,731,222)	-	-	-	-	(9,731,222)	Reallocation
Interest Earnings	-	-	-	-	-	2,624,555	Interest Earnings
Subtotal	46,001,637	40,810,874	40,806,874	3,100,370	4,417,637	301,311	

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	380,393	380,393	33,445		18,901	In Process
Safety & Security Improvements	576,468	424,152	396,384	68,020	17,193	94,871	In Process
Interior Locks Allowance-Door Hardware Upgrades	420,000	379,619	240,155	36,622	2,026	141,197	In Process
High School Deferred Maintenance (Storefront/Shower Valves)	236,461	227,515	139,399	36,172	242	60,648	In Process
Grounds/Site Improvements	500,000	500,182	369,504	33,009	222	97,266	In Process
Middle School Pod Redesign	235,000	57,045	57,045	-	106,854	71,100	In Process
High School TuckPoint (split from HS Deferred Maintenance)	265,000	230,865	175,444	-	284	89,272	In Process
Subtotal	2,665,667	2,199,771	1,758,325	207,268	126,820	573,255	

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	
	-	-	-	-	-	-	In Design
Subtotal	-	-	-	-	-	-	

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	
Radio Replacement	100,000	-	-	-	90,768	9,232	Not Completed
Flexible Learning Furniture	600,000	-	-	-	547,987	52,013	Not Completed
Subtotal	700,000	-	-	-	638,755	61,245	

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	43,010,645	42,565,199	3,307,638	5,183,212	935,811	
--------------	-------------------	-------------------	-------------------	------------------	------------------	----------------	--

Complete and In Process (does not include contingency)	52,494,896
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
 (\$85,900) from Nature Preserve Parking Lot & Monument Sign



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

Hastings School District 2025 Legislative Priorities

To continue our ability to provide high quality learning environments that maximize every student's potential, the Hastings School District has established the following priorities for the 2025 legislative session:

Funding Priorities

- Fully fund or modify unemployment insurance, paid leave programs, and READ Act mandates;
- Increase the formula allowance by 3 percent over the current law for FY26 and FY27;
- Reduce the cross subsidies in the Special Education and English Learner programs;
- Establish a district-level hold harmless for compensatory funding; and
- Do not cut Special Education Transportation funding.

Non-Revenue Priorities

- Amend Minnesota Government Data Practices Act to require a person to identify themselves by full legal name and authorize school districts to assess and recover actual costs of searching and retrieving government data if the requesting individual abandons or fails to inspect the data once it has been prepared;
- Allow limited removal time from class within Non-Exclusionary Discipline to enable schools to plan effective reentry supports and interventions to ensure safe classrooms;
- Broaden the definition of hours of instruction to allow students to earn credit for learning wherever it occurs;
- Eliminate the state requirement of three-day notice for remote school board meeting access; and
- Honor local control at school board/district level.

ISD 917 School Board Weekly Report

February 20, 2025

Updates from Dr. Favor

Greetings, Board Members! Thank you for continuing to center the students, staff, and families of ISD 917 and your home districts as we seek to understand and address decisions made at the federal and state government levels. Please take a few minutes to read [this letter](#) Dr. Melissa Schaller wrote and shared with ISD 917 families regarding the deep history of special education in Minnesota and how we will continue to embed our core values throughout ISD 917. I look forward to individual conversations with you in the coming days.

In the below photos, you can see:

An amazing performance by Special Education teacher, Darrell Pipo, and Lydia, a DCALS student, who serenaded students and staff as they entered the building this morning

An award I recently received from the Dakota-Scott Counties Workforce Development Board

Photos of our ISD 917 CTE programs in honor of CTE Month



Goal #1: Create and strengthen strategic partnerships to innovate academic programming and increase opportunities for staff and students during and beyond pK-age 22 education.

- **ITRAC Superintendents at the Legislature** - On 2/18/25, the Superintendents from the four ITRAC districts (ISD 917, 916, 288, and 287) [provided updates](#) on our ITRAC Registered Apprenticeship Program to the Senate Education Finance Committee and testified on behalf of Senator Maye Quade's [SF949](#), requesting \$3 million annually for grants for Intermediate School District special education Registered Apprenticeship programs in the next biennium.
- **Employer 101 for Reverse Job Fair** - Thank you to our partners at DEED Vocational Rehabilitation Services for leading an Employer 101 session to prepare industry representatives for the Reverse Job Fair we are co-hosting with DEED, Dakota County, the Dakota County Community Transition Interagency Committee (CTIC), Dakota-Scott County Workforce Development Board, CareerForce, and the Dakota County Perkins Consortium. They shared important information with participants about visible and invisible disabilities, the importance of an inclusive workplace, reasonable accommodations for employees with disabilities, the [Employer Reasonable Accommodation Fund](#), and resources to support employers and employees. We currently have 30+ employers registered to participate in the Reverse Job Fair.
 - [Reverse Job Fair Flier](#)
 - Employer 101 Presentation Slides

Goal #2: Lead the ISD 917 district leadership team to collaboratively prioritize staff recruitment, staff retention, core values, and strategic directions, and support a sense of belonging for all students, staff, and families.

- **ISD 917 Graduations** - Graduations at ISD 917 are truly heart-warming, and we look forward to you celebrating our students' achievements with us this spring. We will share Google calendar invites with you as dates and time are booked. Below is what we know so far. We hope you can join us!
 - 6/6/25:
 - 9:00am - Concord Education Center Graduation
 - 11:00am - Lebanon Education Center Graduation
 - 1:00pm - Cedar School Graduation
- **CORE Program** - Our CORE Program is up and running to support member districts. Please remind your Superintendents about the availability for short term and long term placement.
- [District Update](#)

Goal #3: Engage students, staff, families, local communities, organizations, businesses, and governmental agencies to support students' successful transition into resident districts, workforce, and community.

- **Minnesota Humanities Center Cultural and Ethnic Studies Grants** - The Minnesota Humanities Center will award \$500,000 in [Cultural & Ethnic Studies](#) grants to support Cultural and Ethnic Studies materials "that support K-12 students in Minnesota from underrepresented communities without a formal writing system." Please share this opportunity with your district and community.
- **MnACTE Annual Conference** - On 2/17/25, Dr. Marci Levy-Maguire, Jill Kellar-Stewart, and I attended the Minnesota Association for Career and Technical Education (MnACTE) Conference in St. Cloud. The track for administrators provided important and relevant information regarding federal and state legislation relevant to CTE, CTE revenue calculations, work-based learning, and other topics that are helpful for us to consider as we move forward with CTE work at ISD 917 and throughout the Dakota County Perkins Consortium.
- **Dakota County Superintendents Meeting** - On 3/13/25, ISD 917 will host a meeting for Dakota County Superintendents to share updates and work collaboratively to achieve more together.

Equity & Other Resources

- [U.S. Department of Education Letter](#) (aka "Dear Colleague" Letter)
- [AASA Blog - OCR Guidance on Title VI Compliance for Districts](#)
- [EducationCounsel Analysis of 2/14/25 OCR "Dear Colleague" Letter](#)
- [MN Attorney General Opinion on Executive Order 14201](#)
- [AMSD Connections](#)

Upcoming Calendar Events

- 2/24/25 - Licensed Staff Professional Development (No School for Students)
- 3/24/25 -3/28/25 - Spring Break
- 4/3/25 - End of 3rd Quarter
- 4/4/25 - Secondary Licensed Staff Professional Development (No School for Secondary Students)
- 4/11/25 - Special Education Licensed Staff Professional Development (No School for Students Receiving Special Education Services)

Upcoming Board Meetings

- **3/4/25:**
 - 4:30-5:45pm - School Board Work Session
 - 5:45pm-6:15pm- School Board Regular Meeting
- **4/1/25:**
 - 4:30-5:45pm - School Board Work Session
 - 5:45pm-6:15pm- School Board Regular Meeting

Recommendation of the Week: *The Wild Robot* (animated movie)

Thank you for all you do. Be well!

Growing Together: Cultivating Community



Association of Metropolitan School Districts

Key Issues In Governor's Budget Proposal

Department of Education

- **Alternative Teacher Compensation Revenue (Q Comp).** The Governor recommends eliminating the Alternative Teacher Professional Pay program starting in FY27. This results in a reduction of \$78.705 million in FY26-27 and \$173.137 million in FY28-29. There would also be a \$39.5 million reduction in levy beginning in FY27. Due to the 90/10 metered payments, \$8.837 million will need to be appropriated in FY27 for reconciliation payments from FY26. This program will remain in place for FY26 and then be eliminated in FY27.
- **Reduction in Special Education Transportation Reimbursement.** The Governor proposes to change the percentage of transportation costs that are eligible for reimbursement under the initial aid calculation in the state special education funding formula. This results in a reduction of \$48,628,000 in FY26-27 and \$54,860,000 in FY28-29.
- **Fraud Detection and Prevention.** The Governor recommends \$550,000 annually to fund three full-time equivalent (FTE) staff and software to provide needed support for MDE infrastructure to prevent, identify, and take action against program participants who are found to have engaged in fraud, waste, and abuse.
- **Compensatory Revenue Modification.** The Governor is recommending \$39.7 million in FY26 and \$4.4 million in FY27 to extend a hold harmless provision for the compensatory revenue calculation into FY26. The Governor is also recommending \$94,000 in FY26 only to create a compensatory revenue working group.
- **Additional Unemployment Insurance Aid for Hourly Workers.** The Governor is recommending \$30 million for FY26 for onetime unemployment insurance aid — the estimated amount needed to add to the projected carryover from the end of FY25 to FY26 from a onetime appropriation in FY24 to cover total expected costs up to approximately \$70,000,000 of estimated FY26 total summer-term costs associated with providing hourly school workers unemployment benefits during the summer term.
- **Literacy Incentive Aid Formula Change.** The Governor proposes to change how Literacy Incentive Aid is allocated by eliminating the use of MCA data as a factor for

determining allocations to districts and instead use poverty data. This recommendation is budget neutral for the state but it will have distributional impacts on school districts with some districts realizing additional revenue and others seeing a reduction in Literacy Incentive Aid.

- **Student Support Personnel Aid Allowable Uses.** The Governor recommends expanding the authorized uses for the Student Support Personnel Aid (SSPA) and a revised distribution method to distribute student support personnel aid directly to eligible cooperatives. This is a cost-neutral proposal that only expands the current uses of student support personnel in statute. This proposal would allow LEAs, who have in good faith attempted to but are unable to hire a student support personnel or secure contracted services from licensed student support personnel, to use funding for:
 - Maintaining student support personnel positions if they will be lost due to enrollment declines.
 - Covering the costs of planning and implementing training and job embedded coaching: in social emotional learning, trauma informed/anti-bias practices, evidenced based/informed mental health interventions, and comprehensive school mental health.
 - Covering the material costs of evidence-based, culturally responsive curriculums and programs that proactively support students and school community wellbeing. This can include, but is not limited to, social emotional learning curriculum and supplemental materials, and tiered intervention programs for social, emotional, and/or behavioral needs. Certain restrictions will need to be in place to make sure these materials are evidence-based and refrain from covering the costs of items such as rewards for positive student behavior.
- **Modify Achievement and Integration Program Administration.** The Governor recommends implementing technical assistance modifications to statutes governing Achievement and Integration (A&I) to effectively manage the significant increase in districts qualifying for funding since the statute's modification in 2013. Additionally, the Governor recommends modifying the MDE administration set aside from .03% to 1.3%, which would result in a total set aside of \$1,168,636 in FY26 and \$1,156,495 in FY27 and later to allow MDE to provide school districts appropriate and timely technical assistance, coaching, and professional development.
- **Clarify Lease Levy Authority.** The Governor recommends added definitions to the statute related to education lease levies as well as to clarify when a capital or joint powers must submit a review and comment to MDE. With multiple options for entering into lease agreements, these changes will identify in more detail what types of leases are eligible for levy authority. This proposal does not change the statutory funding, currently \$212 per Adjusted Pupil Unit (APU) for districts, and \$65 per APU for district

contributions for cooperative leases. First, under this no cost proposal, the two following sections of the statute would be removed since they are not currently applicable to annual lease application approvals:

- The reference that the district's operating capital revenue is insufficient for covering the costs of lease levy.
- The reference to districts providing a financial justification for the lease levy. Instead, the district will need to confirm they meet all the guidance requirements. Second, the addition of a definition section will clarify terms used in the lease process. The addition of a required review and comment for capital or joint powers leases will provide an added level of accountability. This will provide more consistency and clarity to districts on which lease option is applicable. This proposal will allow MDE to provide better guidance on how leases are approved each year.
- **Eliminate Nonpublic Pupil Education Aid.** The Governor recommends the elimination of nonpublic pupil aid starting in FY26. In addition to the funding reduction, school district obligations for this program would also be eliminated. This results in a reduction of \$52.522 million general fund in FY26 and FY27 and \$56.414 million in FY28 and FY29. This is a 100 percent reduction to this program and elimination of school district requirements to provide these materials and services.
- **Eliminate Nonpublic Pupil Transportation Aid.** The Governor recommends the elimination of the non-public pupil transportation program starting in FY26. This results in a reduction of \$56,218,000 in FY26-27 and \$58,437,000 in FY28 -29. The proposal also includes the elimination of the requirement of school districts to provide transportation of non-public students to their non-public school buildings.

Department of Labor and Industry

- **Statewide Teacher Registered Apprenticeship Grant.** The Governor recommends \$5 million in FY26 and \$2 million in FY27 from the workforce development fund to support establishment of a statewide registered teacher apprenticeship program. Funds will be used to support the development of a statewide registered teacher apprenticeship program and joint apprenticeship training committee (JATC). This JATC will provide critical statewide infrastructure for school districts across the state to connect to consistent, high-quality teacher apprenticeship programming and will scale registered teacher apprenticeship in a timely and cost-effective manner, creating additional career pathways into education for individuals from underrepresented populations and underserved communities.

Bills Related to AMSD Platform/Position Papers

[SF197](#) (Maye Quade) Requiring two student school board members.

[SF334](#) (Maye Quade) Reduces the required hours of instruction for elementary and secondary schools by 5.5 hours for the 2025-26 school year for districts that enter into an agreement with the teacher bargaining unit to provide Read Act training.

[S.F. 0371](#) (Koran) Requires school employees who witness a fight between students to file a police report and report the incident to the administrator in charge of discipline.

[SF 474](#) (Kunesh) Allows school districts to use student support personnel aid to fund personnel who work to reduce chronic absenteeism.

[SF482](#) (Rassmusson) Extends the short-call substitute teacher pilot program until June 30, 2027 and lowers the required minimum daily rate from \$200 to \$175 for districts in the seven county metro and \$150 for all other districts.

[SF 507](#) (Mann) Requires districts to adopt policies and processes to assist parents who require language assistance.

[SF508](#) (Mann) Beginning in the 2026-2027 school year, a school district or charter school's school cell phone policy must prohibit cell phones and smart watches in school for students in grades kindergarten through 8 and prohibit cell phones and smart watches in classrooms for students in grades 9 through 12. The policy must provide exceptions for devices necessary for medical use, exceptions for devices included in an individualized education program for a student with a disability, or other exceptions at the discretion of the school principal.

[S.F. 0557](#) (Limmer) Requires parental notification of adverse incidents.

[SF 634 \(Bahr\)](#) Requiring city, town, and school district general elections to be conducted on the first Tuesday after the first Monday in November of an even-numbered year; permitting cities of the first class to choose to conduct a general election on the first Tuesday after the first Monday in November of either an odd-numbered or even-numbered year.

[SF 801](#) (Nelson) A candidate who successfully completed a teacher preparation program and passed licensure exams in another state is not required to pass additional similar examinations in Minnesota.

[SF 844](#) (Hauschild) a declining enrollment district may use student support personnel aid to maintain existing student support services personnel positions.

[SF 949](#) (Maye Quade) grants to intermediate school districts for registered special education apprenticeship programs.



Association of Metropolitan School Districts

January 31, 2025

To: AMSD Board of Directors

From: Scott Croonquist, Executive Director

RE: Board of Directors Meeting
7 – 9 a.m., Feb. 7, 2025
Quora Education Center
70 County Road B2 W, Little Canada, MN
Breakfast served at 7 AM and business meeting begins at 7:30 AM

AGENDA

- | | | |
|------|---|------------|
| I. | Welcome and Introductions | Oksnevad |
| II. | Routine Business | Oksnevad |
| | • Approval of Minutes of December 6 Meeting | |
| III. | Executive Committee Report | Oksnevad |
| | • Election to Fill Vacancy on Legislative Committee | |
| | ◦ Executive Committee Nominee: Sally Browne, Minnetonka Public Schools | |
| IV. | Legislative Committee Report | Oksnevad |
| | • Approval of Position Paper on Student-Centered Learning | |
| V. | Executive Director's Report | Croonquist |
| VI. | Guest Speakers | Oksnevad |
| | • <i>Lessons from the Field: The Strategic Use of AI in shaping Future Ready School Communities</i> | |
| | ◦ Dr. Laurie Putnam, Superintendent, St. Cloud Area Schools | |
| | ◦ Justin Skaalerud, Principal, Apollo Senior High | |
| | ◦ Matthew Stockinger, Teacher, Computer Science and Chemistry, Apollo Sr High | |
| | ◦ Donna Roper, Executive Director of REA | |
| VII. | Upcoming Meetings | Oksnevad |

Executive/Legislative Committee Meeting
7:30 – 9 a.m., Friday, Feb. 28, 2025
2 Pine Tree Dr., Room 301
Arden Hills

AMSD Board of Directors
7 – 9 a.m., Friday, Mar. 7, 2025
Quora Education Center
70 County Road B2 W., Little Canada

Lessons from the Field: The Strategic Use of AI in Shaping Future- Ready School Communities

Presented by



Our Mission. . .

To provide a safe and caring climate and culture in which we engage, inspire, educate, prepare and empower all learners in partnership with their surrounding community to be successful in today's and tomorrow's society.

**How our AI Story began. . .
. . .and continues to unfold.
. in St. Cloud Area Schools**

Superintendent Dr. Laurie Putnam

AI as a Catalyst for Change

- **Student-Centered Learning**
- **Competency-Based Assessments**
- **Collaborative Socio-Cultural Learning**
- ****Future-Ready Skills, Knowledge, Agency and Meta learning****
- **Essential Tiered Supports**

Donna Roper, Executive Director

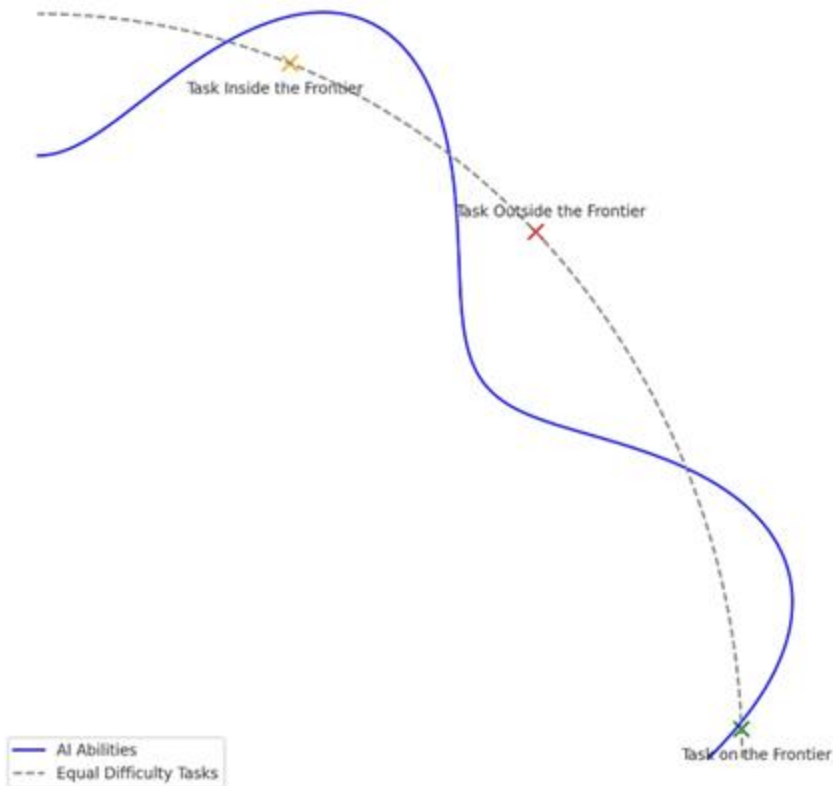
Not Gartner Hype rather “Jagged Frontier”

Jagged Frontier

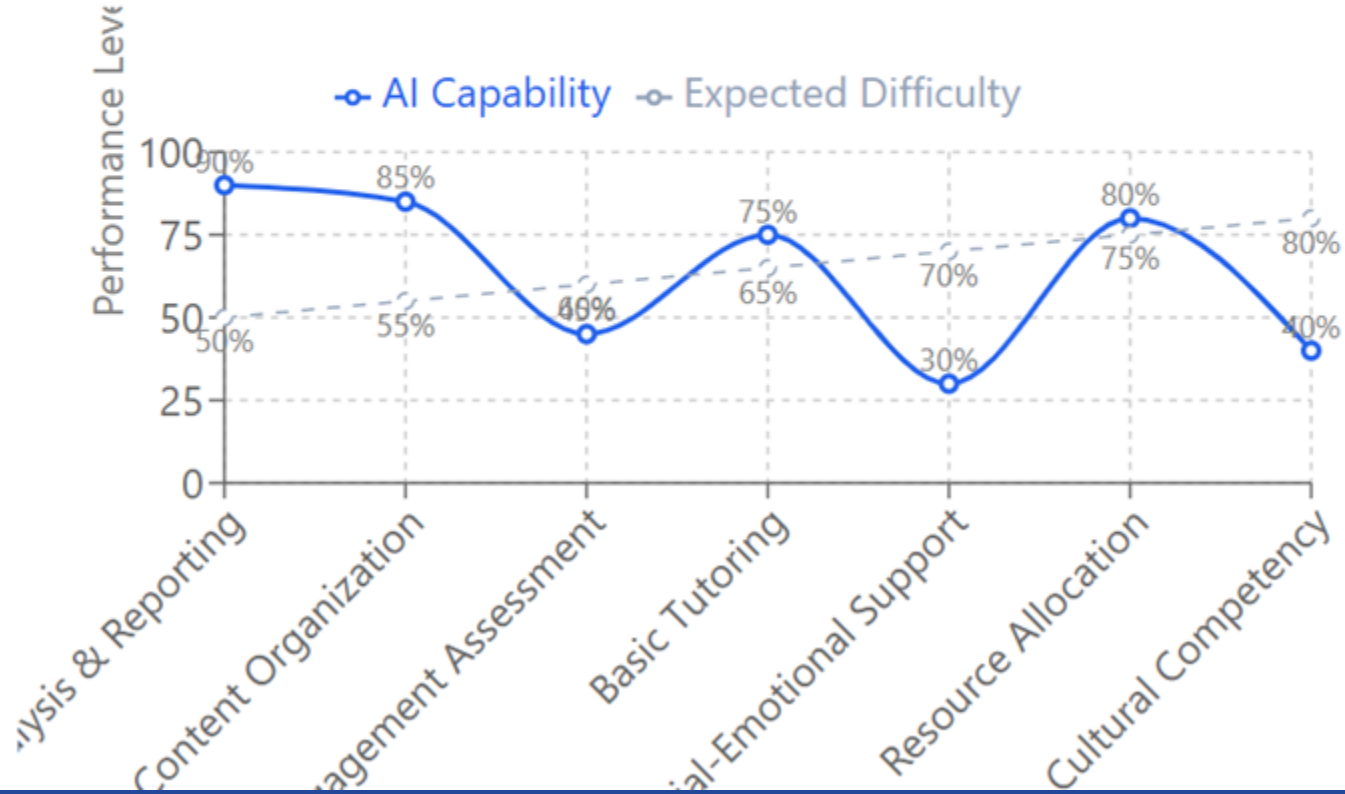
“[T]asks that appear to be of similar difficulty may either be performed better or worse by humans using AI.”

Dell’Acqua, Fabrizio and McFowland III, Edward and Mollick, Ethan R. and Lifshitz-Assaf, Hila and Kellogg, Katherine and Rajendran, Saran and Kraye, Lisa and Candelon, François and Lakhani, Karim R., (2023).

Jagged Frontier of AI Capabilities



AI Capabilities in Education: The Jagged Frontier



Why
does
this
matter?

Which leads us to . . . **H-AI-H approach**



. . . first, human inquiry, see what AI produces, and always close with human reflection, human edits, human understanding of what was produced. . .

**Principal
Justin
Skaalerud**

**Apollo High
School
St. Cloud**





Secondary Instructional Vision

“We are committed to empowering every student with the knowledge, skills, and agency needed to navigate a complex, ever-changing world. Our secondary instructional vision focuses on delivering a rigorous education that cultivates critical thinking, curiosity, wisdom, and perspective-taking. This equips our students with the communication and collaboration skills necessary to engage meaningfully both in the classroom and beyond.”

Our Apollo WHY

- AI is already shaping daily life and will **continue to expand**.
- Students **must develop skills** to understand, navigate, and critically engage with AI.
- AI is **here now**, influencing industries, decision-making, and learning.
- Hands-on AI experiences build **college, career, and digital literacy skills**.
- Structured, ethical AI integration promotes **responsible and creative use**.
- AI can **personalize learning**, support diverse needs, and **enhance engagement**.
- Equitable access ensures **all students develop AI literacy**, regardless of background.

Mindset | Empowerment | Culture



Growing a “Benefit” Mindset

- **Normalize AI as a Learning Tool**
 - How does AI “benefit” us
 - Position to **support, aid, but not replace**
- **Encourage Curiosity & Adaptability**
 - Promote openness to “try” and “learning alongside students”
- **Foster a Growth-Oriented AI Culture**
 - Frame AI as “opportunity to enhance”, not “challenge to overcome”
- **Lead by Example**
 - Model responsible AI use in decision-making, communication, etc

Empowering the Most Important People

Teachers

- **Provide Time and Space for Exploration**
- **Encourage Collaboration both in School and Beyond**
- **Trust Educators as Leaders**
- **Recognize and Celebrate**

Students

- **Give Students a Voice**
- **Foster Digital Citizenship and include AI Ethics**
- **Encourage Student Led Projects using AI tools**

Safe and Supportive AI Culture

- **Promote a Culture of “Learning”**
- **Establish Clear AI Guidelines**
- **Promote Ethical AI Engagement**
- **Address Concerns & Misconceptions**
- **Communicate Transparently**
- **Support Educators in Adoption**

St. Cloud Area School District 742
Guiding Practices for Generative AI



Matthew Stockinger

Computer Science &
Chemistry Teacher

Apollo High School
St. Cloud

matthew.stockinger@isd742.org

320.370.8650



My original stance on AI

If you can't do it yourself, then how do you know if the AI is doing it right?

Corollary: Students who use AI are short-circuiting their own learning.



Be the teacher - evaluate this

To succeed in life,
you need two things:
ignorance and
confidence.

5 points possible.

-1 point for each
grammar or
punctuation error.

When finished: Show
your score with your
fingers.



Be the teacher - evaluate this

I love hamburgers I
think Im gonna have
one now

5 points possible.

-1 point for each
grammar or
punctuation error.

When finished: Show
your score with your
fingers.



Be the teacher - evaluate this

Is toil leam a bhith
ag ithe ceapairean
ach chan e hama.

5 points possible.

-1 point for each
grammar or
punctuation error.

When finished: Show
your score with your
fingers.



Be the teacher - evaluate this

C010	B6	80	04	INCH	LDA	A	ACIA	GET STATUS
C013	47				ASR	A		SHIFT RDRF FLAG INTO CARRY
C014	24	FA			BCC		INCH	RECIEVE NOT READY
C016	B6	80	05		LDA	A	ACIA+1	GET CHAR
C019	84	7F			AND	A	#\$7F	MASK PARITY
C01B	7E	C0	79		JMP		OUTCH	ECHO & RTS



Some unanswered questions

What if I'm wrong?

What if the learning actually *increases*?

Scary question: If I let my students use AI all they want, will I be able to tell the difference?



A small experiment

Student A

- Has an A
- Does all the work
- Understand it

Student B

- Struggling
- Unmotivated
- Strongly interested in certain things



Results

Student A

- Work quality down to a B.
- No learning improvement.
- “It made me lazy”

Student B

- Work quality up, almost to passing.
- Definite learning increase.



...but what about the scary question?!



**I can definitely tell
when a machine
wrote it.**

...for now.



**Do you allow
unrestricted
calculator usage
throughout
elementary school?**

Teachers put these icons into the school's LMS.

(Schoology, Moodle, Blackboard, etc.)



AI Free

AI is not allowed for activities.
Examples include quizzes and assessments that assess individual understanding.

AI Assisted

AI is used to support activities but not for generating final content.
Examples include brainstorming, planning, feedback, outlining, ect.

AI Enhanced

AI is used to boost learning and creative processes, students are responsible for the final content.
Examples include collaboration with AI for exploring ideas, refining work, ect.



takeaway 1

Student AI Integration: 0 to Infinity Student AI Usage Continuum for Empowered Learning

To prepare ALL students for the AI-rich future that awaits them, it is imperative that they ALL learn ABOUT AI, and have opportunities to learn WITH AI in increasingly interactive and complex ways.



AI Free

- Work must be completed entirely without any AI assistance.
- Students must rely entirely on their own knowledge, understanding, and skills.
- Any AI use is a violation of student academic integrity policy.
- An academic honesty pledge that AI was not used may be required.

AI Assisted

- AI is used for tasks as specified such as brainstorming, planning, feedback etc.
- No AI content is allowed in the final submission.
- Usage beyond specified tasks is a violation of academic integrity.
- Disclosure statement should be submitted with final product; be prepared to share links, screenshots etc as evidence of all AI Chats

AI Enhanced

- AI is used interactively throughout to enhance your knowledge, efficiency, & creativity.
- Student must provide human oversight and evaluation of all AI generated content.
- Interactivity with AI and critical engagement with AI-generated content is required.
- Student is responsible for the accuracy and fairness of all AI-generated content.
- Disclosure statement should be submitted with final product; be prepared to share links, screenshots, etc as evidence of all AI Chats

AI Empowered

- The full integration of AI allows for the creation of things that were previously impossible, empowering students as critical thinkers, creatives, and problem solvers.
- Student must provide human oversight and evaluation of all AI-generated content.
- Student is responsible for the accuracy, fairness, & originality of all AI-generated content.
- All AI tools used and how they were used should be cited in a disclosure statement.



Adapted by Viena Cubero 4/28/24 for the North Carolina Department of Public Instruction (NC DPI)
from the work of Dr. Leon Furtz, Dr. Mike Perkins, Dr. Jasper Roe FHEA, & Dr. Jason Maveigh
[Link to Original Work](#)



Creative Commons Licensed BY (attribution) NC (Non Commercial) SA (Share Alike)
To remix this for your use case, you may make an editable copy using this [TEMPLATE LINK](#).
Please maintain CC licensing and all attributions in all duplications, references, or remixing.



create

evaluate

analyze

apply

understand

remember

takeaway 2

Consider letting students earn the right to use AI.

- With demonstrated mastery first, they're equipped to evaluate.
- We already do this with calculators.



takeaway 3

Teach AI Literacy!

- Prepare your students for the real world.
- Teach them what responsible and ethical usage looks like.
- Teach them to use it effectively.
- Show them how to enhance their learning and improve themselves with AI help.
- Staff PD too!
- curriculumredesign.org



AI as a *Learning Partner*

“Evaluate my writing and give me suggestions for improvement.”

“Explain this concept to me.”

“Show me five alternative ways of achieving the same thing with my code.”

“I need 10 ideas for a project.”

“Explain what I did wrong here.”

“Create a 20-problem practice set about ionic bonding.”



Teach AI Literacy!

“But they’re just going to use it to cheat!”



takeaway 4

Extra Credit:

Teach AI Creation

- [Missing Assignment Predictor](#)
- [Dog Breed Recommender](#)
- [Is your animal cat-sized?](#)

Curriculum provider: code.org



Questions?

Thank you!





Association of Metropolitan School Districts

2 Pine Tree Drive, Suite 380, Arden Hills, MN 55112 • 612-430-7750 • www.amsd.org

Position on Student-Centered Learning

The Association of Metropolitan School Districts supports policies that enable the creation, scaling, and sustaining of student-centered learning environments.

AMSD BELIEVES

- All students deserve access to a personalized and relevant education that is rooted in meaningful relationships and thoughtful learning experiences, regardless of race, income or geography.
- Certain state education laws and rules can create barriers for schools and districts seeking to develop and scale student-centered learning environments.
- Appropriate statutory and regulatory flexibility gives schools and districts the ability to create student-centered learning environments responsive to local needs.
- Policy flexibility should be balanced with appropriate guardrails to ensure equitable learning experiences.

BACKGROUND

- Student-centered learning seeks to create meaningful and personalized experiences that prepare students for future success. By student-centered learning, AMSD means environments that guarantee rigorous course offerings, create workforce and postsecondary relevant learning experiences, advance culturally competent curriculum and instructional programs, establish diverse and culturally sustaining learning opportunities, encourage flexibility in where and when learning takes place, and support student and adult development strategies. AMSD also includes related terms like mastery-based learning, competency-based learning, personalized learning, and proficiency-based learning in its definition.
- Student-centered learning can positively impact student outcomes when implemented effectively. Research on student-centered learning has found that students in high quality competency-based environments can catch up more quickly when they are behind, demonstrate higher levels of engagement, and

can exhibit higher academic performance. Evidence directly from schools and districts suggests that students in personalized learning courses can see larger math and English growth and that competency-based environments can positively impact postsecondary enrollment.¹

- Student-centered learning has guided AMSD's approach to education for almost a decade. In 2018, AMSD released a vision for a reimagined K-12 system in Minnesota that was informed by more than 3,000 students, parents, and educators. This vision had student-centered learning at its core and centered its call for reimagining education around the state's racial disparities.²
- Interest in student-centered learning has continued to grow across the state since the vision's release. Organizations like [Education Evolving](#) and EngageMN are working to advance student-centered learning statewide. Increasing numbers of AMSD districts are pursuing student-centered practices. And multiple statewide surveys recently completed by the Minnesota Department of Education (MDE)³ and AMSD⁴ highlight the broad interest across the state in student-centered practices. AMSD's survey identified Minnesota's assessment system, the state's instructional hour definition, calendar requirements, and data and compliance reporting structures as potential barriers to preparing students for future readiness through student-centered learning experiences.
- Minnesota legislators have also filed several bills to advance student-centered learning over the past decade. Policymakers passed innovation zone legislation in 2017 with the intention of giving districts flexibility to create innovative education programming (HF2, 2017). In AMSD's experience, the program has been underutilized because of constraints inherent in its structure. The state also established a Future Assessment Design Working Group in 2017, which made a number of student-centered recommendations.⁵ However, to AMSD's

AMSD Position on Student-Centered Learning

knowledge these recommendations have not been acted upon in a meaningful way.

AMSD's members have identified several key areas for potential legislative action. They include the following:

- **Creating a Culture of Innovation.** Minnesota can build on its existing policies to encourage and support schools and districts to pursue student-centered learning. AMSD believes that Minnesota's legislature should define key terms and definitions like "instructional time" in ways that are inclusive of all educational experiences that take place in a student's life and delegate freedom to local districts to design innovative learning experiences. The state can also develop a student-centered legislative policy taskforce to study existing policy structures in-depth to identify where barriers exist and recommend how they could better support student-centered learning.
- **Empowering Educators.** Educators must ultimately be trusted to implement personalized learning practices in their classrooms. As Minnesota advances its work in other areas, policymakers should continue examining how to use existing policy tools, networks, funding, and research to ensure classroom practice aligns with student-centered learning best practices. The state should also provide sufficient financial resources to support planning and implementation at the school and classroom level.
- **Reimagining Assessments.** State assessments and related accountability systems provide direction to schools and districts. Minnesota should consider how to more deeply integrate student-centered learning practice into its existing systems. The state should begin by establishing a legislative pilot program for districts to test and evaluate student-centered assessment approaches in non-ESSA required subjects. This would empower districts to explore innovative assessment opportunities that could inform future changes to the state's assessment system. More broadly, the legislature should revisit the Future Assessment Design Working Group recommendations from 2017 and leverage existing state expertise to develop a strategy for an assessment system that better supports student-centered learning.

KEY FACTS AND STATISTICS

- The Education Futures Council, formed by the Hoover Institute, released a report, [Ours to Solve, Once — and for All](#), highlighting the importance of redesigning our education system to put students at the center.
- [The Carnegie Foundation](#) acknowledges that the reliance on "seat time" as a primary indicator of learning outcomes is becoming increasingly inadequate for the 21st-century economy.
- A 2023 MDE Landscape study found that Minnesota is home to a motivated community of practitioners wanting to implement student-centered learning. That same study identified the importance of MDE providing implementation resources to help advance student-centered practices.
- A 2023 AMSD statewide survey found that school calendar requirements, state assessment systems, the state's instructional hour definition, teacher training and licensure programs, and MDE's data compliance and reporting structures were the top five policy barriers identified by respondents.
- A national study by REL Central found that many students in competency-based environments and who were behind academically in math and reading performance were able to catch up to their peers more quickly than in a traditional system.⁶
- A RAND Corporation study of personalized schools showed modest gains of three percentage points in math over peers in traditional schools. These gains were seen in both high and low-performing students.⁷

Other State Examples:

- Instructional Time Definition Examples: <https://knowledgeworks.org/resources/evidence-learning-states-instructional-time-attendance-policies/>
- South Carolina Office of Personalized Learning: <https://personalizesc.ed.sc.gov/pd/>
- Trends in K-12 Assessment and Accountability Innovation: <https://knowledgeworks.org/resources/emerging-trends-k12-assessment-innovation/>

ENDNOTES

References

- ¹ <https://knowledgeworks.org/wp-content/uploads/2023/09/data-library-presentation-slides-knowledgeworks.pdf>.
- ² https://www.amsd.org/shared-files/13120/?Report_ReimagineMinnesota_Full_Report_Final.pdf.
- ³ <https://region10cc.org/assets/documents/CBE-landscape-study.pdf>.
- ⁴ <https://www.amsd.org/shared-files/13112/?AMSD-KW-Survey-Summary-FINAL.pdf>.
- ⁵ <https://www.house.mn.gov/comm/docs/3838d1b0-aab9-40d0-82c6-ef4b3582258e.pdf>.
- ⁶ https://ies.ed.gov/ncee/rel/regions/central/pdf/REL_2017238.pdf.
- ⁷ https://www.rand.org/pubs/research_reports/RR2042.html.



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

DRAFT: ISD 200 Finance, Facilities, and Joint Powers Committee Mission Statement:

The mission of the ISD 200 Finance, Facilities, and Joint Powers Committee is to provide strategic guidance on budgetary, financial, and substantial facilities investment activities. These efforts prioritize sustainability, transparency, and equity, serving the School Board and the broader community.

The Committee is committed to fostering financial sustainability, ensuring transparency in decision-making, and supporting equity in resource allocation. It aims to enhance public confidence by effectively managing, maintaining, and improving district facilities, while educating stakeholders about facility usage, condition, and future outlook.

Working collaboratively with City of Hastings elected officials and staff collaborate on opportunities with the City under Joint Powers Programs. The Committee works to maximize shared resources through partnerships with the City, as outlined in Minnesota Statutes 124D.18 et. seq., to achieve meaningful outcomes for students and the community.

ISD 200 Finance, Facilities, and Joint Powers Committee Meeting:

Friday, January 24, 2025 @ 7:30 a.m. at the Tilden Community Center

Attendees:

School District: Mark Zuzek, Carrie Tate, Melissa Millner, Kari Gorr, Jen Seubert, Tammy Champa, and LynDee Humble

City: Mya Beck, DawnMarie Vihrachoff, Tim Lawrence, Chris Jenkins and Dan Wietecha

ISD 200 Finance, Facilities, and Joint Powers Committee Meeting Summary:

1. Introductions
2. Brief discussion of the history of the Joint Powers Committee
3. Requests for partnership
4. General discussion of document design and organization. There are five documents that speak to the current status of collaboration between the ISD 200 and the City of Hastings:
 - a. Independent School District 200 and City of Hastings Joint Powers Agreement
 - b. Addendum A: Joint Powers Agreement Hastings Senior Center Program
 - c. Addendum B: Cost Sharing Agreement
 - d. Addendum C: Operation and Maintenance Agreement, Joint Park Maintenance Facility
 - e. Addendum D: Lease Agreement, Joint Park Maintenance Facility
5. The Independent School District 200 and City of Hastings Joint Powers Agreement was reviewed in detail. LynDee Humble took notes. Dr. Champa and Ms. Humble agreed to edit the document prior to the next meeting.
6. There was a discussion of the current condition of the agreements and the relationship

Future ISD 200 Finance, Facilities, and Joint Powers Committee Meetings:

Friday, January 31, 2025, 7:30 @ the Tilden Community Center

Friday, April 4, 2025, 7:30 @ the Tilden Community Center



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

DRAFT: ISD 200 Finance, Facilities, and Joint Powers Committee Mission Statement:

The mission of the ISD 200 Finance, Facilities, and Joint Powers Committee is to provide strategic guidance on budgetary, financial, and substantial facilities investment activities. These efforts prioritize sustainability, transparency, and equity, serving the School Board and the broader community.

The Committee is committed to fostering financial sustainability, ensuring transparency in decision-making, and supporting equity in resource allocation. It aims to enhance public confidence by effectively managing, maintaining, and improving district facilities, while educating stakeholders about facility usage, condition, and future outlook.

Working collaboratively with City of Hastings elected officials and staff collaborate on opportunities with the City under Joint Powers Programs. The Committee works to maximize shared resources through partnerships with the City, as outlined in Minnesota Statutes 124D.18 et. seq., to achieve meaningful outcomes for students and the community.

ISD 200 Finance, Facilities, and Joint Powers Committee Meeting:

Friday, January 31, 2025 @ 7:30 a.m. at the Tilden Community Center

Attendees:

School District: Mark Zuzek, Carrie Tate, Melissa Millner, Kari Gorr, Jen Seubert, Tammy Champa, and LynDee Humble

City: Mya Beck, DawnMarie Vihrachoff, Tim Lawrence, and Chris Jenkins

ISD 200 Finance, Facilities, and Joint Powers Committee Meeting Summary:

1. The Independent School District 200 and City of Hastings Joint Powers Agreement was reviewed in detail. Kari Gorr facilitated the process of reviewing the document as edited by Dr. Champa and Ms. Humble.
2. The edited Joint Powers Agreement and Addendums A and B will have the changes noted at the meeting done by Carrie Tate in consultation with Kari Gorr.
3. The City staff will have their legal representatives review the edited documents.
4. Addendums C and D will be discussed and edited by Chris Jenkins in collaboration with Scott Stockdale.
5. The organization of the documents is as follows:
 - a. Independent School District 200 and City of Hastings Joint Powers Agreement
 - b. Addendum A: Joint Powers Agreement Hastings Senior Center Program
 - c. Addendum B: Cost Sharing Agreement
 - d. Addendum C: Operation and Maintenance Agreement, Joint Park Maintenance Facility
 - e. Addendum D: Lease Agreement, Joint Park Maintenance Facility
6. There is agreement that the relationship and collaboration is strong and positive.
7. Brainstorming of the additional other possibilities of community-wide collaborations

Future ISD 200 Finance, Facilities, and Joint Powers Committee Meetings:

Friday, April 4, 2025, 7:30 @ the Tilden Community Center

Friday, June 20, 2025, 7:30 @ the Tilden Community Center



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 February 6, 2025

- I. Call to Order
- II. Attendance
- III. Old Business
 - A. Storytelling Event
 1. Flyers are out
 2. Promotion is going strong
 - B. Compliance Presentation
 1. Concurrence declaration will take place at the February 26 Board Meeting.
 2. NAPAC voted nonconcurrence
 - a) Progress has been made
 - b) Presentation at regular board meeting will outline Hastings NAPAC's detailed position
 3. Attendees from NAPAC
- IV. New Business
 - A. Tribal Consultation with Tribal Nations Education Committee
 1. February 25 at 2:30 PM, virtual option for NAPAC members to listen
 - B. Logo!
 1. Heartberry & Cole Redhorse Taylor
 2. Art from Stoles
 3. Apparel Considerations
 - a) NAPAC members
 - b) Students
 - c) Three week turnaround whenever designs and quantities are finalized
 - C. Flag Installation
 1. Dates: February 28, 2025
 2. Contacts: Reaching out to tribal nations .
- V. District Updates:
 - A. Academic Progress in Reading and Math (Fall to Winter)
 1. Data reported out includes Fall to Winter comparison of Native American students to their white/caucasian peers.
 - a) Reading (K-2)
 - (1) There is an increase in students considered 'at-risk'. Aligns with

typical winter dip.

(2) Low Risk: Increased from 55% to 73%

(3) Some Risk: Decreased from 36% to 9%

(4) High Risk: Increased from 9% to 18%

(5) Significant progress in Low Risk category, but a concerning increase in High Risk requires attention.

(6) Native American students outperformed their white/caucasian peers.

b) Reading (3-8)

(1) At/Above Grade Level: Native American - 51% (Fall), 57% (Winter); White/Caucasian - 64% (Fall), 59% (Winter).

(2) High Risk: Native American - 30% (Fall), 35% (Winter); White/Caucasian - 17% (Fall), 18% (Winter)

(3) While Native American students made gains, a significant achievement gap remains.

c) Math (Half of Grade 1 and 2-8)

(1) On-Track: Native American - 41% (Fall), 36% (Winter); White/Caucasian - 72% (Fall), 70% (Winter).

(2) Native American: High Risk decreased from 31% to 28%, Some Risk increased from 28% to 36%.

(3) White/Caucasian: High Risk increased slightly from 7% to 8%, Some Risk increased slightly from 20% to 22%.

(4) While High Risk decreased for Native American students, the increase in Some Risk indicates a need for continued support. Concerning trend of declining On-Track percentages for Native American students. Significant achievement gap persists.

d) Writing the Next Chapter

(1) Targeted, culturally relevant interventions.

(2) Invest in professional development for teachers (culturally responsive teaching).

(3) Deeper data analysis to understand contributing factors.

(4) Collaboration to find solutions.

B. Alyssa Cherry (Native American Ed. Liaison) Update

1. See additional attachment.

VI. Upcoming Dates:

A. February 19: Winter Storytelling with Theresa Peterson

B. February 25: Tribal Consultation with TNEC

-
- C. February 26: Compliance Presentation
 - D. March 1: Compliance Paperwork due to MDE
 - E. March 6: Monthly meeting at Pleasant Hill Library
 - F. March 19-21: MIEA at Mystic Lake
 - G. May 6: Graduate Honoring Ceremony



Student School Board Committee



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.

Agenda: February 4, 2025

1. Qualifications:

a. Qualifications that move a candidate from application to interview

- i. Must be a sophomore or junior at Hastings High School or Hastings Alternative Learning Center that is enrolled for the upcoming school year.
- ii. The student representative will have an interest in the work of the School Board and Hastings School District.
- iii. Submit application, as well as a permission slip signed by a guardian and one letter of recommendation from an educator at the high school.

b. Qualifications that move a candidate from interview to student representative:

- i. Candidates can commit to the obligations of the position.
- ii. Candidate demonstrates the ability and desire to advocate for themselves or others.
- iii. Candidate is making satisfactory progress toward graduation.
- iv. ~~Involvement in extracurricular activities~~
- v. ~~Maintain GPA of _____~~

vi. Additional Ideas:

2. Application Questions:

- a. Why are you interested in joining the school board?
- b. What strengths do you bring that would support your efforts as a student member on the school board?
- c. What unique voice or perspective do you feel you bring to the board table?
- d. How might you engage with students across the district to best represent the student body?

3. Interview Questions:

- a. Briefly tell us a little bit about yourself and your experiences in Hastings Public Schools. What are you involved in? What motivates you?
- b. Could you provide us with an example of how you have demonstrated advocacy for student voices?
- c. What would students say are critical issues concerning their experiences at Hastings Public Schools?
- d. What is your plan to communicate information to the Board and back to students? How will you ensure that you represent all students?
- e. What are your goals for this position? Given the requirements of this position, what are your concerns in fulfilling the obligations of this position?
- f. Describe a time when you experienced conflict. What was the situation and how did you resolve it?



Student School Board Committee



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.

- g. Do you have any questions for us?

4. [Interview Guide](#)

5. **Ensuring student privacy is maintained during application & interview process**

- a. Letter System
- b. After application indicates meeting requirements - Interview
- c. After interview process, numerical scoring system to indicate results of interview process

6. **Policy 220:** Link needs to be fixed on the district website

7. **220.1PR:** Link needs to be fixed on the district website

8. **Timelines:**

- a. Application Opens: March 3, 2025
- b. Application Closes: April 4, 2025
- c. Review Applications: TBD (Between April 7 and April 18, 2025)
- d. Interviews Completed by May 2, 2025
- e. Announce new student representatives at the Regular Board Meeting on May 21

9. **Committee recommendations:**

- a. Change qualification item (iii) to: *Submit application, as well as a permission slip signed by a guardian and one letter of recommendation from a professional within Hastings Public Schools.*
- b. Develop a short promotional video:
 - i. Promotes the position with the assistance of sitting Student Representatives.
 - ii. To be a part of *Raiders in Action* course
- c. Interview Tie-Breaker Factor will be GPA
- d. Communicating updates to the school body:
 - i. Creating a format for delivering board updates from student representatives to the student body.
 - ii. Will start with short interviews with student representatives after the board meeting.



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.

In Attendance 01.31.2025: Superintendent Champa, Jessica Dressely, Scott Doran, Matt Esterby, Trent Hanson, Andrew Hodges, LynDee Humble, Cathy Moen, Carrie Tate, Ryan Wynn, and Mark Zuzek

In Attendance 02.07.2025: Superintendent Champa, Jessica Dressely, LynDee Humble, Carrie Tate, Mark Zuzek

In Attendance 02.21.2025: Paul Bakker, Superintendent Champa, Alyssa Cherry, Jessica Dressely, Scott Doran, Matt Esterby, Andrew Hodges, LynDee Humble, Kyle Latch, Jill Peterson, Carrie Tate, Ryan Wynn

Next Policy Committee Meetings

March 7, 2025 at 12:00pm

January 31, 2025 and February 7 & 21 2025 Summaries

[Review Cycle Tracker](#)

1st Readings

101 Legal Status of the School District

- Committee Discussion: New ISD 200 Policy/this is MSBA model policy 101
 - Committee Recommendation: ***1st Reading***

102 Equal Educational Opportunity

- Committee Discussion:
 - Section II(A): Replaced “disabled students” with “students with disabilities”
 - Throughout the policy updates language from “the school district's policy on **blank**” to “ISD 200 Policy **Number (Title of policy)**”
- Committee Recommendation: ***1st Reading***

103 Complaints Students, Employees, Parents, Others

- Committee Discussion:
 - Updated Title
 - Throughout replaced “other person” with “others”
 - Section:II(A):Added language to align with MSBA model policy
 - Section II: Added C to align with MSBA model policy
- Committee Recommendation: ***1st Reading***

515 Protection and Privacy of Pupil Records

- Committee Discussion:
 - Revisions to align with model policy
 - Section III (C)
 - Section III(E)(2)(a)(1)
 - Section V(C)
 - Section VI(C)(3)
 - Section VIII: Added D

- Section XI (A), (B)(3), (C)
- District specific revisions include: Section III (D): Directory Information- Update definition using the language from Section I (E) (1-4) of Bloomington’s policy/ Section III(D): Delete “Under Federal Law” section & “Under Minnesota law” section/ Section III(L): Added “recorded” deleted “tape”/ section VIII(B)(1)(a-e) to include language from section IV (F) of policy 417 (Chemical Use and Abuse)/ Section XXI: added “district office or district website”
 - Committee Recommendation: *1st Reading*

515.1FRM Directory Information Opt Out Form

- Committee Discussion: New Form used by Admin
 - Committee Recommendation: *Consent Agenda*

515.2FRM Consent to Release Private Data

- Committee Discussion: New Form used by Admin
 - Committee Recommendation: *Consent Agenda*

519 Interview of Students by Outside Agencies

- Committee Discussion:
 - Section III(A): Language added to align with MSBA model “*When it is possible and the report alleges substantial child endangerment or sexual abuse, the interview may take place outside the presence of the alleged offender and may take place prior to any interviews of the alleged offender.*”
 - Committee Recommendation: *1st Reading & Individual Action*

904 Distribution of Materials on School District Property by Nonschool Persons

- Committee Discussion: New ISD 200 Policy. This is an MSBA Model Policy
- District specific revisions include: Section IV: aligned to language in policy 505/Section IV(B)(8)added “:is in support of or opposition to a political, personal, or controversial viewpoint”./ Section IV: added “(E) It is recommended that administration advise parents/guardians whenever materials from nonschool persons will be distributed to students during the school day.”
 - Committee Recommendation: *1st Reading*

1st Reading to Sunset

100 Equity and Diversity

- Committee Discussion: Work session for full board discussion
 - Supporters of sunsetting the policy voiced concerns over its divisive political messaging, advocating for a more unifying approach that represents all students. They emphasized that its intent could be incorporated into the district's strategic plan (the guiding document) while also ensuring compliance to prevent the loss of federal funding. Additionally, they noted that the policy cannot be revised or reviewed, as it is not based on any MSBA model policy, law, or statute..
 - Opponents of sunsetting the policy fear that its removal would diminish the significance of the message it conveys and the values it upholds. They argue that maintaining it as a formal policy ensures a clear, consistent commitment to its principles, rather than risking dilution or loss of emphasis by incorporating it into the broader strategic plan.
 - Majority of the board was in favor of bringing it forward for a vote. This will be voted on during the March Regular Board Meeting.
 - Committee Recommendation: *Sunset 1st reading*

2nd Readings

No changes or revisions.

3rd Readings/ No Action

610 Field Trips

- Committee Discussion:
 - Section II(A): removed “*Required*”
 - Section II (B): added “*These trips usually*”
 - Section II(C)(1): replaced “*may*” with “*must*”
 - Section II(C)(1): “*The form must indicate any potentially hidden costs (i.e. pre-trips) and/or perceived risks of the trip*”
 - Section II(C): added 2 “*The school board encourages administration to ensure lower cost extended trips are offered periodically. The goal is to provide all students at least one opportunity for this type of educational experience during their high school years. It is expected that opportunities to reduce the costs of extended trips are available for each trip. This includes, but is not limited to, merit-based scholarships and fundraising opportunities. It is also expected that staff research various tour options for extended trips, to ensure the trips are of high quality, but are also as low cost as is possible. The travel companies chosen must offer trips for all students, including students with special needs. Ratios of chaperones to students must be determined in advance and take into consideration any special accommodations or requirements for special needs students. The primary chaperones are those aligned to the department(s) offering the extended trip. Parents shall be given the opportunity to chaperone/volunteer before others. All costs associated with travel by the chaperones will be paid for by the chaperones, unless offered as a benefit through the trip provider.*”
 - Section III (C): removed “*in accordance with Policy 903.1*”
 - Updated Legal & Cross References
 - Committee Recommendation: ***3rd Reading***

Annual Review Policies

(These are policies that the committee must review each year)

406 Public and Private Personnel Data

- Committee Discussion: All revisions align to model policy
 - Committee Recommendation: ***1st Reading***

410 Family and Medical Leave

- Committee Discussion: All revisions align to model policy
 - Committee Recommendation: ***1st Reading***

414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse

- Committee Discussion: All revisions align to model policy
 - Committee Recommendation: ***1st Reading***

415 Mandated Reporting of Maltreatment of Vulnerable Adults

- Committee Discussion: All revisions align to model policy
 - Committee Recommendation: ***1st Reading***

714 Fund Balance

- Committee Discussion: All revisions align to model policy
 - Committee Recommendation: ***1st Reading***

722 Public Data Request

- Committee Discussion: All revisions align to model policy
 - Committee Recommendation: ***1st Reading***

806 Crisis Management Policy

- Committee Discussion: All revisions align to model policy
 - Committee Recommendation: ***1st Reading***

February 26, 2025 Board Meeting

1st Readings:

101 Legal Status of the School District
102 Equal Educational Opportunity
103 Complaints Students, Employees, Parents, Other Persons
406 Public and Private Personnel Data
410 Family and Medical Leave
414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse
415 Mandated Reporting of Maltreatment of Vulnerable Adults
515 Protection and Privacy of Pupil Records
714 Fund Balance
722 Public Data Request
806 Crisis Management Policy
904 Distribution of Materials on School District Property by Nonschool Persons

1st Reading to Sunset

100 Equity and Diversity

2nd readings:

206 Public Participation in School Board Meetings...
208 Development, Adoption, and Implementation of Policies
430 Employee Recognition

3rd Reading/No Action

610 Field Trips

Individual Action:

- 519 Interview of Students by Outside Agencies

Consent Agenda:

- Consent Agenda
 - 515.1 FRM Directory Information Opt Out Form
 - 515.2 FRM Consent to Release Private Data
- 3rd Reading/ Consent Agenda
 - 534 Unpaid Meal Charges
 - 614 School District Testing Plan and Procedure
 - 615 Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students
 - 721 Uniform Grant Guidance Policy Regarding Federal Revenue Sources



101 LEGAL STATUS OF THE SCHOOL DISTRICT

I. PURPOSE

A primary principle of this nation is that the public welfare demands an educated and informed citizenry. The power to provide for public education is a state function vested in the state legislature and delegated to local school districts. The purpose of this policy is to clarify the legal status of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district is a public corporation subject to the control of the legislature, limited only by constitutional restrictions. The school district has been created for educational purposes.
- B. The legislature has authority to prescribe the school district's powers and privileges, its boundaries and territorial jurisdictions.
- C. The school district has only the powers conferred on it by the legislature; however, the school board's authority to govern, manage, and control the school district, to carry out its duties and responsibilities, and to conduct the business of the school district includes implied powers in addition to any specific powers granted by the legislature.

III. RELATIONSHIP TO OTHER ENTITIES

- A. The school district is a separate legal entity.
- B. The school district is coordinated with and not subordinate to the county(ies) in which it is situated.
- C. The school district is not subservient to municipalities within its territory.

IV. POWERS AND AUTHORITY OF THE SCHOOL DISTRICT

A. Funds

- 1. The school district, through its school board, has authority to raise funds for the operation and maintenance of its schools and authority to manage and expend such funds, subject to applicable law.
- 2. The school district has wide discretion over the expenditure of funds under its control for public purposes, subject to the limitations provided by law.
- 3. School district officials occupy a fiduciary position in the management and expenditure

of funds entrusted to them.

B. Raising Funds

1. The school district shall, within the limitations specified by law, provide by levy of tax necessary funds for the conduct of schools, payment of indebtedness, and all proper expenses.
2. The school district may issue bonds in accordance with the provisions of Minnesota Statutes chapter 475, or other applicable law.
3. The school district has authority to accept gifts and donations for school purposes, subject to applicable law.

C. Property

1. The school district may acquire property for school purposes. It may sell, exchange, or otherwise dispose of property which is no longer needed for school purposes, subject to applicable law.
2. The school district shall manage its property in a manner consistent with the educational functions of the district.
3. The school district may permit the use of its facilities for community purposes which are not inconsistent with, nor disruptive of, its educational mission.
4. School district officials hold school property as trustees for the use and benefit of students, taxpayers, and the community.

D. Contracts

1. The school district is empowered to enter into contracts in the manner provided by law.
2. The school district has authority to enter into installment purchases and leases with an option to purchase, pursuant to Minnesota Statutes section 465.71 or other applicable law.
3. The school district has authority to make contracts with other governmental agencies and units for the purchase, lease or other acquisition of equipment, supplies, materials, or other property, including real property.
4. The school district has authority to enter into employment contracts. As a public employer, the school district, through its designated representatives, shall meet and negotiate with public employees in an appropriate bargaining unit and enter into written collective bargaining agreements with such employees, subject to applicable law.

E. Textbooks, Educational Materials, and Studies

1. The school district, through its school board and administrators, has the authority to determine what textbooks, educational materials, and studies should be pursued.
2. The school district shall establish and apply the school curriculum.

F. Actions and Suits

The school district has authority to sue and to be sued.

Legal References: *Minn. Const. art. 13, § 1*
Minn. Stat. Ch. 123B (School District Powers and Duties)
Minn. Stat. Ch. 179A (Public Employment Labor Relations)
Minn. Stat. § 465.035 (Public Corporation, Conveyance or Lease of Land)
Minn. Stat. §§ 465.71; 471.345; 471.6161; 471.6175; 471.64 (Rights, Powers, Duties; Municipalities)
Minnesota Association of Public Schools v. Hanson, 287 Minn. 415, 178 N.W.2d 846 (1970)
Independent School District No. 581 v. Mattheis, 275 Minn. 383, 147 N.W.2d 374 (1966)
Village of Blaine v. Independent School District No. 12, 272 Minn. 343, 138 N.W.2d 32 (1965)
Huffman v. School Board, 230 Minn. 289, 41 N.W.2d 455 (1950)
State v. Lakeside Land Co., 71 Minn. 283, 73 N.W.970 (1898)

Cross References: *ISD 200 Policy 201 (Legal Status of School Board)*
ISD 200 Policy 603 (Curriculum Development)
ISD 200 Policy 604 (Instructional Curriculum)
ISD 200 Policy 606 (Textbooks and Instructional Materials)
ISD 200 Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)
ISD 200 Policy 706 (Acceptance of Gifts)
MSBA School Law Bulletin "F" (School District Contract and Bidding Procedures)

Date Reviewed: 02.21.2025

Date Adopted:

Date Revised:



102 EQUAL EDUCATIONAL OPPORTUNITY

I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide equal educational opportunity for all students. The school district does not discriminate on the basis of one or more of the following: race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age. The school district also makes reasonable accommodations for ~~students with disabilities.~~ ~~disabled students.~~
- B. The school district prohibits the harassment and discrimination of any individual for any of the categories listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to ~~ISD 200 the school district's~~ ~~Policy 413 on h~~ (Harassment and Violence).
- C. The school district prohibits Discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district's corresponding procedures for addressing disability discrimination complaints, refer to ~~ISD 200 the school district's p~~ Policy 521 (Student Disability Nondiscrimination) ~~(Policy 521)~~.
- D. The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and the school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to ~~ISD 200 the school district's p~~ Policy 522 ~~on Title IX s~~ (Sex Nondiscrimination Policy, Title IX Grievance Procedure and Process) ~~(Policy 522)~~.
- E. The school district shall provide equal opportunity for members of each sex and to members of all races and ethnicities to participate in its athletic program. In determining whether equal opportunity to participate in athletic programs is available for the

purposes of this law, at least the following factors shall be considered to the extent that they are applicable to a given situation: whether the opportunity for males and females to participate in the athletic program reflects the demonstrated interest in athletics of the males and females in the student body of the educational institution; whether the opportunity for members of all races and ethnicities to participate in the athletic program reflects the demonstrated interest in athletics of members of all races and ethnicities in the student body of the educational institution; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of each sex; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of all races and ethnicities; the provision of equipment and supplies, scheduling of games and practice times; assignment of coaches; provision of locker rooms; practice and competitive facilities; and the provision of necessary funds for teams of one sex.

- F. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- G. Every school district employee shall be responsible for complying with this policy.
- H. Any student, parent, or guardian having a question regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

Legal References: *Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)*
 Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
 20 U.S.C. § 1681 et seq. (Title IX of the Education Amendments of 1972)
 42 U.S.C. § 2000d et seq. (Title VI of the Civil Rights Act of 1964)
 42 U.S.C. § 12101 et seq. (Americans with Disabilities Act)

Cross References: *ISD 200 Policy 413 (Harassment and Violence)*
 ISD 200 Policy 521 (Student Disability Nondiscrimination)
 ISD 200 Policy 522 (Sex Nondiscrimination Policy, Title IX Grievance Procedure and Process)

Reviewed: 02.21.2025~~09.22.2021~~
Adopted: 07.31.2024
Revised: 07.01.2024



103 COMPLAINTS – STUDENTS, EMPLOYEES, PARENTS, OTHERS ~~PERSONS~~

I. PURPOSE

The school district takes ~~seriously~~ all concerns or complaints by students, employees, parents or others ~~persons~~ **seriously**. If a specific complaint procedure is provided within any other policy of the school district, the specific procedure shall be followed in reference to such a complaint. If a specific complaint procedure is not provided, the purpose of this policy is to provide a procedure that may be used.

II. GENERAL STATEMENT OF POLICY

- A. Students, parents, employees or others ~~persons~~, may report concerns or complaints to the school district. While written reports are encouraged, a complaint may be made orally. Any employee receiving a complaint shall advise the principal or immediate supervisor of the receipt of the complaint. **The supervisor shall make an initial determination as to the seriousness of the complaint and whether the matter should be referred to the superintendent.** A person may file a complaint at any level of the school district; i.e., principal, superintendent or school board. However, persons are encouraged to file a complaint **at the building level when appropriate.** ~~with the lowest level supervisor.~~
- B. Depending upon the nature and seriousness of the complaint, the supervisor or other administrator receiving the complaint shall determine the nature and scope of the investigation or follow-up procedures. If the complaint involves serious allegations, the matter shall promptly be referred to the superintendent who shall determine whether an internal or external investigation should be conducted. In either case, the superintendent shall determine the nature and scope of the investigation and designate the person responsible for the investigation or follow-up relating to the complaint. The designated investigator shall ascertain details concerning the complaint and respond promptly to the appropriate administrator concerning the status or outcome of the matter.
- C. **The appropriate administrator shall respond in writing to the complaining party concerning the outcome of the investigation or follow up, including any appropriate action or corrective measure that was taken. The superintendent shall be copied on the correspondence and consulted in advance of the written response when appropriate. The response to the complaining party shall be consistent with the rights of others pursuant to the applicable provisions of Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act) or other law. After a complaint is addressed by the school district, the supervisor or administrator responsible for handling the complaint will provide follow-up information to the complainant in a manner that is appropriate under the**

~~circumstances. The follow-up information will not include the disclosure of any data that is protected from disclosure under state or federal law.~~

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

Cross References: *ISD 200 Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)*
~~*ISD 200 Policy 402 (Disability Nondiscrimination)*~~
ISD 200 Policy 413 (Harassment and Violence)
ISD 200 Policy 514 (Bullying Prohibition)
~~*ISD 200 Policy 522 (Sex Nondiscrimination Policy, Title IX Grievance Procedure and Process)*~~
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

Policy Reviewed: ~~*02.21.2025*~~*12.08.2021*

Policy Adopted: *12.08.2021*

Policy Revised: *12.02.2021*



406 PUBLIC AND PRIVATE PERSONNEL DATA

I. PURPOSE

The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its personnel.

II. GENERAL STATEMENT OF POLICY

- A. All data on individuals collected, created, received, maintained or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.
- B. All other data on individuals is private or confidential.

III. DEFINITIONS

- A. "Public" means that the data is available to anyone who requests it.
- B. "Private" means the data is not public and is accessible only to the following: the subject of the data, as limited by any applicable state or federal law; individuals within the school district whose work assignments reasonably require access; entities and agencies as determined by the responsible authority who are authorized by law to gain access to that specific data; and entities or individuals given access by the express written direction of the data subject. ~~is available to the subject of the data and to school district staff who need it to conduct the business of the school district~~
- C. "Confidential" means ~~the data is not public and is not accessible to the subject. he data is not available to the subject.~~
- D. "Parking space leasing data" means the following government data on an application for, or lease of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.
- E. "Personnel data" means government data on individuals maintained because they are or were employees of the school district, applicants for employment, or volunteers or independent contractors for the school district. ~~, or members of or applicants for an advisory board or commission.~~ Personnel data include data submitted to the school district by an employee as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations. ~~An employee who is identified in a suggestion shall have access to all data in the suggestion except the identity of the~~

~~employee making the suggestion.~~

- F. “Finalist” means an individual who is selected to be interviewed by the school board for a position.
- G. “Protected health information” means individually identifiable health information as defined in 45 Code of Federal Regulations, section 160.103, that is transmitted in electronic media, maintained in electronic media or transmitted or maintained in any other form or medium by a health care provider, in connection with a transaction covered by 45 code of Federal Regulations, Parts 160, 162 and 164. “Protected health information” excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, employment records held by a school district in its role as employer; and records regarding a person who has been deceased for more than fifty (50) years.
- H. “Public officials” means business managers; human resource directors; athletic directors whose duties include at least 50 percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals.

IV. PUBLIC PERSONNEL DATA

- A. The following information on **current and former** employees, ~~including~~ volunteers and independent contractors, is public:
 - 1. Name;
 - 2. employee identification number, which may not be the employee’s social security number;
 - 3. actual gross salary;
 - 4. salary range;
 - 5. terms and conditions of employment relationship;
 - 6. contract fees;
 - 7. actual gross pension;
 - 8. the value and nature of employer-paid fringe benefits;
 - 9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;

10. job title;
11. bargaining unit;
12. job description;
13. education and training background;
14. previous work experience;
15. date of first and last employment;
16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;
17. the final disposition of any disciplinary action, as defined in Minnesota Statutes, section 13.43, subdivision 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;
18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;
19. work location;
20. work telephone number;
21. badge number;
22. work-related continuing education;
23. honors and awards received; and
24. payroll time sheets or other comparable data that are used only to account for an employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

B. The following information on applicants for employment is public:

1. veteran status;

2. relevant test scores;
 3. rank on eligible list;
 4. job history;
 5. education and training; and
 6. work availability.
- C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or **applicants are considered by the school board to be finalists for public employment.**~~when they become finalists for an employment position.~~
- D. Applicants for appointment to a public body.
1. Data about applicants for appointment to a public body **collected by the school district as a result of the applicant's application for employment** are private data on individuals except that the following are public:
 - a) Name;
 - b) city of residence, except when the appointment has a residency requirement that requires the entire address to be public;
 - c) education and training;
 - d) employment history;
 - e) volunteer work;
 - f) awards and honors;
 - g) prior government service;
 - h) any data required to be provided or that are voluntarily provided in an application for appointment to a multi member agency pursuant to Minnesota Statutes, section 15.0597; and
 - i) veteran status.
 2. Once an individual is appointed to a public body, the following additional items of data are public:
 - a) residential address;
 - b) either a telephone number or electronic mail address where the appointee can be

reached, or both at the request of the appointee;

- c) first and last dates of service on the public body;
- d) the existence and status of any complaints or charges against an appointee; and
- e) upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.

3. Notwithstanding paragraph 2, any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

E. Regardless of whether there has been a final disposition as defined in Minnesota Statutes, section 13.43, Subd. 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minnesota Statutes, section 13.43, Subd. 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources. **Data relating to a complaint or charge against a public official is public only if:**

- 1. **the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or**
- 2. **potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement.**

Data that is classified as private under another law is not made public by this provision.

V. PRIVATE PERSONNEL DATA

- A. **All other personnel data not listed in Section IV are private data will not be otherwise released unless authorized by law.**~~are private and will only be shared with school district staff whose work requires such access. Private data will not be otherwise released unless authorized by law or by the employee's informed written consent.~~
- B. Data pertaining to an employee's dependents are private data on individuals.
- C. Data created, collected or maintained by the school district to administer employee assistance programs are private.

- D. Parking space leasing data is private.
- E. An individual's checking account number is private when submitted to a government entity.
- F. Personnel data must be disseminated to labor organizations to the extent necessary to conduct elections, investigate and process grievances, and implement the provisions of Minnesota Statutes chapters 179 and 179A. Personnel data shall be disseminated to labor organizations and the Bureau of Mediation Services ("BMS") to the extent the dissemination is ordered or authorized by the Commissioner of the BMS. Employee Social Security numbers are not necessary to implement the provisions of Chapter 179 and 179A.

The home addresses, non-employer issued phone numbers and email addresses, dates of birth, and emails or other communications between exclusive representatives and their members, prospective members, and nonmembers are private data on individuals.

Dissemination of personnel data to a labor organization pursuant to Minnesota Statutes, section 13.43, subdivision 6, shall not subject the school district to liability under Minnesota Statutes, section 13.08.

Personnel data described under Minnesota Statutes, section 179A.07, subdivision 8, must be disseminated to an exclusive representative under the terms of that subdivision.

- G. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.
- H. The school district may, if the responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
 - 1. the person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
 - 2. a pre-petition screening team conducting an investigation of the employee under Minnesota Statutes, section 253B.07, subdivision. 1; or
 - 3. a court, law enforcement agency, or prosecuting authority.
- I. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of such a crime or alleged crime committed by an employee.

- J. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.
- K. When allegations of sexual or other types of harassment are made against an employee, the employee shall not have access to data that would identify the complainant or other witnesses if the school district determines that the employee's access to that data would:
 - 1. threaten the personal safety of the complainant or a witness; or
 - 2. subject the complainant or witness to harassment.

If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.

- L. The school district shall make any report to the Minnesota Professional Educator Licensing and Standards Board or the state board of education as required by Minnesota Statutes, section 122A.20, subdivision 2, and shall, upon written request from the licensing board having jurisdiction over a teacher's license, provide the licensing board with information about the teacher from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minnesota Statutes, section 122A.20, subdivision 2.
- M. Private personnel data shall be disclosed to the department of economic security for the purpose of administration of the unemployment insurance program under Minnesota Statutes Chapter 268.
- N. When a report of alleged maltreatment of a student in a school is made to the Commissioner of the Minnesota Department of Education, under Minnesota Statutes, chapter 260E, data that are relevant and collected by the school facility about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. ~~data that are relevant and collected by the school about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report.~~ Additionally, personnel data may be released for purposes of providing information to a parent, legal guardian, or custodian of a child in accordance with MDE Screening Guidelines. ~~informing a parent, legal guardian, or custodian of a child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.~~
- O. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual

contact with a student, if

1. an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or
2. the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee's alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minnesota Statutes Chapter 13.

Data that are released under this paragraph must not include data on the student.

- P. Data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or improve the school district operations is private data. An employee who is identified in a suggestion, however, shall have access to all data in the suggestion except the identity of the employee making the suggestion. ~~The identity of an employee making a suggestion as part of an organized self-evaluation effort by the school district to cut costs, make the school district more efficient, or to improve school district operations is private.~~
- Q. Protected health information, as defined in 45 Code of Federal Regulations, Parts 160 and 164, on employees is private and will not be disclosed except as permitted or required by law. ~~on employees is private unless otherwise provided by law. To the extent that the school district transmits protected health information, the school district will comply with all privacy requirements.~~
- R. Personal home contact information for employees may be used by the school district to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of school district operations and may be shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity. ~~and shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.~~
- S. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after

August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.

- T. When a **continuing contract** teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual **offenses involving a child as set forth in Minnesota Statutes, section 122A.40, subdivision 13(b), or abuse** or when the Commissioner of the Minnesota Department of Education (MDE) makes a final determination of child maltreatment involving a teacher, **under Minnesota Statutes, section 260E.21, subdivision 4, or 260E.35** the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minnesota Statutes, section 13.41, subdivision 5, and must provide the Minnesota Professional Educator Licensing and Standards Board and the licensing division at MDE with the necessary and relevant information to enable the Minnesota Professional Educator Licensing and Standards Board and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minnesota Statutes, section 123B.03, a school board or other school hiring authority must contact the Minnesota Professional Educator Licensing and Standards Board and MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

VI. MULTIPLE CLASSIFICATIONS

If data on individuals are classified as both private and confidential by Minnesota Statutes Chapter 13, or any other state or federal law, the data are private.

VII. CHANGE IN CLASSIFICATIONS

The school district shall change the classification of data in its possession if it is required to do so to comply with other judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

VIII. RESPONSIBLE AUTHORITY

The school district has designated the following individual as the authority responsible for personnel data:

Cathy Moen
Director of Human Resources
1000 11th Street West
Hastings, MN 55033
651-480-7002

IX. EMPLOYEE AUTHORIZATION/RELEASE FORM

An employee authorization form is included as an addendum to this policy.

Legal References: *Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)*
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 13.39 (Civil Investigation Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Elected and Appointed Officials)
Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting)
Minn. Stat. § 122A.40, Subds. 13 and 16 (Employment; Contracts; Termination)
Minn. Stat. § 626.556, Subd. 7 (Reporting of Maltreatment of Minors)
P.L. 104-191 (HIPAA)
45 C.F.R. Parts 160 and 164 (HIPAA Regulations)

Cross References: *ISD 200 Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)*
ISD 200 Policy 515 (Protection and Privacy of Pupil Records)
MSBA Law Bulletin "I" (School Records – Privacy – Access to Data)

Policy Reviewed: 02.21.2025 ~~09.18.2023~~

Policy Adopted: 09.27.2023

Policy Revised: 09.27.2023



410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. “Covered active duty” means:

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

B. “Covered servicemember” means:

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

C. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An

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

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

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

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

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

the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

- (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
 - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV(A)(1)(e) Above.
 7. Depending on the type of leave, intermittent or reduced schedule leave may be granted at the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
 8. If an employee requests a leave for the serious health condition of the employee or the

employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.

9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, child, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV(A)(1)(e) above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV(A)(1)(e) above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and

guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV(A)(1)(a) or IV(A)(1)(b) above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed to by the school district. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the school district so that the total leave does not exceed 12 weeks, unless agreed to by the school district, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the school district reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, child, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of

26 work weeks of leave under Paragraphs IV(A) and IV(C) above.

3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for the birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV(A)(7), IV(A)(10), IV(A)(12), IV(A)(13), and IV(A)(14) above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the workdays in the leave period may be required to:
 1. take leave for the entire period or periods of the planned medical treatment; or
 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be

required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.

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

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a

certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

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

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

Cross References: *None*

Policy Reviewed: 02.21.2025
Policy Adopted: 02.21.2024
Policy Revised: 12.13.2023



414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. “Accidental” means a sudden, not reasonably foreseeable, and unexpected occurrence or event that:
 - 1. is not likely to occur and could not have been prevented by exercise of due care; and
 - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of the event.
- B. “Child” means one under age 18 and, for purposes of Minnesota Statutes chapter 260C (Juvenile Safety and Placement) and Minnesota Statutes chapter 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minnesota Statutes chapter 260C.451 (Foster Care Benefits Past Age 18).
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. “Mandated reporter” means any school personnel who knows or has reason to believe a child is being maltreated or has been maltreated within the preceding three years.
- E. “Mental Injury” means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child’s ability to function within a normal range of performance and behavior with due regard to the child’s culture.
- F. “Neglect” means the commission or omission of any of the acts specified below, other than

by accidental means:

1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health care, medical, or other care required for the child's physical or mental health when reasonably able to do so;
2. failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child's own basic needs or safety, or the basic needs or safety of another child in his or her care;
4. failure to ensure that a child is educated in accordance with state law, which does not include a parent's refusal to provide his or her child with sympathomimetic medications;
5. prenatal exposure to a controlled substance as defined in state law used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;
6. medical neglect as defined by Minnesota Statute section 260C.007, subdivision. 6, Clause (5);
7. chronic and severe use of alcohol or a controlled substance by a person responsible for the care of the child that adversely affects the child's basic needs and safety; or
8. emotional harm from a pattern of behavior that contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

Neglect does not occur solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care.

G. "Non Maltreatment mistake" occurs when: (1) at the time of the incident, the individual

was performing duties identified in the center’s child care program plan required under Minnesota Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar non maltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minnesota Rules Chapter 9503.

- H. “Person responsible for the child’s care” means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employee or agent, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- I. “Physical abuse” means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child’s care on a child other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child’s history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minnesota Statute section 125A.0942 or section 245.825.

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

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

unreasonable physical confinement or restraint not permitted under Minnesota Statute section 609.379 including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minnesota Statute section 121A.58.

- J. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, if known.
- K. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or childcare services.
- L. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minnesota Statute section 609.341, subdivision 15), or by a person in a current or recent position of authority (as defined in Minnesota Statute section 609.341, subdivision 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor that constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation that requires registration under Minnesota Statute section 243.166, subdivision 1b(a) or (b) (~~Registration of Predatory Offenders~~).
- M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm; (2) been found to be palpably unfit; (3) committed an act that resulted in an involuntary termination of parental rights; (4) , or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative.

IV. REPORTING PROCEDURES

- A. A mandated reporter shall immediately report the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include his or her name and address in the report.

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

V. INVESTIGATION

- A. The responsibility for assessing or investigating reports of suspected maltreatment rests with the appropriate state, county, or local agency or agencies. The agency responsible for

assessing or investigating reports of maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged offender, and any other person with knowledge of the maltreatment for the purpose of gathering facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of the alleged offender or parent, legal guardian, or a school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.

- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged offender is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Codes section 1232g.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

- A. When a local welfare or local law enforcement agency determines that a potentially abused

or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.

- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: *Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)*
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd. 6, Clause (5) (Child in Need of Protection)
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

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

Policy Reviewed: 02.21.2024
Policy Adopted: 02.21.2024
Policy Revised: 12.13.2023



415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to comply fully with Minnesota Statutes section 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- B. A violation of this policy occurs when any school personnel fails to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

III. DEFINITIONS

A. "Abuse" means:

- 1. An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in Minnesota Statutes sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in Minnesota Statutes section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in Minnesota Statutes section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in Minnesota Statutes sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction.
- 2. Conduct which is not an accident or therapeutic conduct as defined in [Minnesota Statutes section 626.5572](#)~~this section~~, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation

procedures for persons with developmental disabilities or related conditions not authorized under Minnesota Statutes section 245.825.

3. Any sexual contact or penetration as defined in Minnesota Statute section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility.
4. The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another.

Abuse does not include actions specifically excluded by Minnesota Statutes section 626.5572, Subd. 2.

- B. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.
- C. "Common entry point" means the entity responsible for receiving reports of alleged or suspected maltreatment of a vulnerable adult and designated by the Commissioner of the Minnesota Department of Human Services as the MN Adult Abuse Reporting Center (MAARC).
- D. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.
- E. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.
- F. "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.
- G. "Mandated reporter" means a professional or professional's delegate while engaged in education. ~~are education professionals or professional's delegate identified by law who MUST make a report if they have reason to believe that the abuse, neglect, or financial exploitation of a vulnerable adult has occurred.~~
- H. "Neglect" means the failure or omission by a caregiver to supply a vulnerable adult with

care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct.

- I. Neglect also means the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minnesota Statutes section 626.5572, Subd. 17.
- J. "School Personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
- K. "Vulnerable Adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minnesota Statutes chapter 245A, except as excluded under Minnesota Statutes section 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or whether any type of service is received, possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to provide adequately for the individual's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The reporter shall, to the extent possible, identify the vulnerable adult, the caregiver, the

nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose *not public data* as defined under Minnesota Statutes section 13.02, to the extent necessary to comply with the above reporting requirements.

- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandated reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against a vulnerable adult who is named in a report is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

VI. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: *Minn. Stat. § 13.02 (Government Data Practices; Definitions)*
Minn. Stat. Ch. 245A (Human Services Licensing)
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
Minn. Stat. §§ 609.221-609.224 (Assault)
Minn. Stat. § 609.232 (Crimes Against Vulnerable Adults; Definitions)
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)

Minn. Stat. § 609.341 (Definitions)
Minn. Stat. § 609.342-609.3451 (Criminal Sexual Conduct)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

Cross References: *ISD 200 Policy 103 (Complaints Students, Employees, Parents, Other Persons)*
ISD 200 Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
ISD 200 Policy 406 (Public and Private Personnel Data)
ISD 200 Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
ISD 200 Policy 515 (Protection and Privacy of Pupil Records)

Policy Reviewed: 02.21.2025 ~~01.26.2024~~
Policy Adopted: 04.24.2024
Policy Revised: 07.17.2020



515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 United States Code section 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 Code of Federal Regulations Part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, and Minn. Rules parts 1205.0100-1205.2000.

III. DEFINITIONS

- A. Authorized Representative “Authorized representative” means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.
- B. Biometric Record “Biometric record,” as referred to in “Personally Identifiable,” means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting).
- C. Dates of Attendance “Dates of attendance,” as referred to in “Directory Information,” means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, **video conference**, satellite, internet or other electronic **information and telecommunications** technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student’s attendance at a school or schools in the school district.

D. Directory Information

1. ~~Under Federal Law~~ “dDirectory information” means information contained in an education record of a student which would not generally be considered harmful or an invasion of privacy if disclosed. **In Hastings Public Schools, in accordance with federal guidelines and state law, directory information** ~~It~~ includes the student’s name; address; telephone listing; electronic mail address; photograph; **electronic image, film or video**; date and place of birth; major field of study; dates of attendance; grade level; **enrollment status** (i.e., full-time or part-time); **participation in officially recognized activities and sports**; ~~student information (ID) number, user ID’s or other unique personal identifiers used by a student for purposes of accessing or communicating in electronic systems or displayed on an ID badge, , participation in officially recognized activities and sports~~; weight and height of members of athletic teams; degrees; honors and awards received; and the most recent educational agency or institution attended. It also includes the name, **address, and telephone number** of the student’s parent(s). Directory information does not include:
 - a) a student’s social security number;
 - b) a student’s identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student’s identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;
 - c) a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student’s identity, such as a PIN, password, or other factor known or possessed only by the student;
 - d) personally identifiable data which references religion, race, color, social position, or nationality; or
 - e) data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student’s parent or guardian.
2. **Under Minnesota law**, a school district may not designate a student’s home address, telephone number, email address, or other personal contact information as “directory information”.

E. Education Records

1. What constitutes “education records”. Education records means those records that are:
(1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.
2. What does not constitute an education record. The term, “education records,” does not include:
 - a) Records of instructional personnel that are:
 - (1) ~~kept in the sole possession of the maker of the record; are in the sole possession of the maker of the record;~~
 - (2) used as a personal memory aid;
 - (3) not accessible or revealed to any other individual except a substitute teacher; and
 - (4) destroyed at the end of the school year.
 - b) Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:
 - (1) maintained separately from education records;
 - (2) maintained solely for law enforcement purposes; and
 - (3) disclosed only to law enforcement officials of the same jurisdiction.
 - c) Records relating to an individual, including a student, who is employed by the school district which:
 - (1) are made and maintained in the normal course of business;
 - (2) relate exclusively to the individual in that individual’s capacity as an employee;
and
 - (3) are not available for use for any other purposes.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.
 - d) Records relating to an eligible student, or a student attending an institution of post-secondary education, which are:
 - (1) made or maintained by a physician, psychiatrist, psychologist, or other

recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;

(2) made, maintained, or used only in connection with the provision of treatment to the student; and

(3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e) Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

f) Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance enquiries in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes, section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes, section 13.05 or a court order.

G. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

H. Juvenile Justice System

"Juvenile justice system includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I. Legitimate Educational Interest

“Legitimate educational interest” includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person’s need to know in order to:

1. Perform an administrative task required in the school or employee’s contract or position description approved by the school board;
2. Perform a supervisory or instructional task directly related to the student’s education; or
3. Perform a service or benefit for the student or the student’s family such as health care, counseling, student job placement, or student financial aid; or
4. Perform a task directly related to responding to a request for data.

J. Parent

“Parent” means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

K. Personally Identifiable

“Personally identifiable” means that the data or information includes, but is not limited to: (a) a student’s name; (b) the name of the student’s parent or other family member; (c) the address of the student or student’s family; (d) a personal identifier such as the student’s social security number or student number or biometric record; (e) other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

L. Record

“Record” means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, recorded video or audio-tape, film, microfilm,

and microfiche.

M. Responsible Authority

“Responsible authority” means Superintendent or designee.

N. Student

“Student” includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

O. School Official

“School official” includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

P. Summary Data

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

Q. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the

regulations promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;
2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 Code of Federal Regulations, section 99.31(a).

C. ~~Disabled~~ Students with a Disability

The school district shall follow 34 Code of Federal Regulations, sections 300.610-300.617 with regard to the **privacy, notice, access, recordkeeping, and accuracy of confidentiality of** information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
 - a) a specification of the records to be disclosed;
 - b) the purpose or purposes of the disclosure;
 - c) the party or class of parties to whom the disclosure may be made;
 - d) the consequences of giving informed consent; and
 - e) if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
 - a) if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and
 - b) if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
 - a) identifies and authenticates a particular person as the source of the electronic consent; and
 - b) indicates such person's approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:

- a) in plain language;
- b) dated;
- c) specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
- d) specific as to the nature of the information the subject is authorizing to be disclosed;
- e) specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
- f) specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
- g) specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or non cancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes, chapter 256B or Minnesota Care under Minnesota Statutes, chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

- 1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
- 2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:

- a) performs an institutional service or function for which the school district would otherwise use employees;
 - b) is under the direct control of the school district with respect to the use and maintenance of education records; and
 - c) will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made.
3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code, section 7917, [ISD 200 Policy 529 \(Staff Notification of Violent Behavior by Students\)](#) and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statute, section 260B.171, unless the data are required to be destroyed under Minnesota Statute, section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records which have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;
 4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
 5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
 - a) determine eligibility for the aid;
 - b) determine the amount of the aid;
 - c) determine conditions for the aid; or
 - d) enforce the terms and conditions of the aid.

“Financial aid” for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual’s attendance at an educational agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
 - a) before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system’s ability to effectively serve the student whose records are released; or
 - b) after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system’s ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student’s full name, home address, telephone number, and date of birth; a student’s school schedule, attendance record, and photographs, if any; and parents’ names, home addresses, and telephone numbers.
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this

provision, the term, “organizations,” includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code, sections 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 United States Code, section 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student’s education records that are relevant for the school district to defend itself;
11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety, of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from

education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII(E) of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as “directory information” pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
 - a) the following information about a student must be disclosed: a student’s full name, home address, telephone number, date of birth; a student’s school schedule, daily attendance record, and photographs, if any; and any parents’ names, home addresses, and telephone numbers;

- b) the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minn. Stat. § 260B.171, Subd. 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the

counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes, section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the

authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code, section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.
23. When requested, educational agencies or institutions may share personal student contact information and directory information for students served in special education with postsecondary transition planning and services under Minnesota Statutes, section 125A.08, paragraph (b), clause (1), whether public or private, with the Minnesota Department of Employment and Economic Development, as required for coordination of services to students with disabilities under Minnesota Statutes, sections 125A.08, paragraph (b), clause (1); 125A.023; and 125A.027.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;
2. Pursuant to a statute specifically authorizing access to the private data; or
3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

VII. RELEASE OF DIRECTORY INFORMATION

A. Educational Data

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

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein.

1. When conducting the directory information designation and notice process required by federal law, the school district shall give parents and students notice of the right to refuse to let the district designate specific data about the student as directory information.
2. The school district shall give annual notice by any means that are reasonably likely to inform the parents and eligible students of:

- a) the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;
 - b) the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and
 - c) the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.
3. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.
 4. A parent or eligible student may not opt out of the directory information disclosures to:
 - a) prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district email address in a class in which the student is enrolled; or
 - b) prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.
 5. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;
2. Home address;

3. School presently attended by student;
4. Parent's legal relationship to student, if applicable; and
5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such a request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:
 - a) whether the minor is of sufficient age and maturity to be able to explain the

reasons for and understand the consequences of the request to deny access;

- b) whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
- c) whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
- d) whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and
- e) whether the data concerns medical, dental or other health services provided pursuant to Minn. Stat. §§ 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes, chapter 260E written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data

shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes, chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes, chapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or which are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement he or she provided to the school district.
3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes, section 13.393.
4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
 - a) a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew

the civil legal action;

- b) the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
- c) the exhaustion or expiration of rights of appeal by either party to the civil legal action.

- 5. A “pending civil legal action” for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student’s parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, section 121A.40, *et seq.*

XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS

A. The school district will release the names, addresses, **electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only)**, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

- 1. may be used only for the purpose of providing information to students about military service, state and federal veterans’ education benefits, and other career and

educational opportunities provided by the military; ~~and~~

2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and

3. copying fees shall not be imposed.

C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority in writing by the first day of school each year. The written request must include the following information:

1. Name of student and parent, as appropriate;

2. Home address;

3. Student's grade level;

4. School presently attended by student;

5. Parent's legal relationship to student, if applicable;

6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and

7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.

D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.

E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, phone number, and grade level of students as directory

information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:
 - a) The disclosures meet the requirements of Section VI. of this policy; and
 - b) The school district has complied with the record-keeping requirements of Section XIII. of this policy.
2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code, section 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court

orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local education authority, a federal agency headed by an official listed in 34 Code of Federal Regulations, section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly disclosing personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;
2. Titles and addresses of person(s) responsible for the security of student records;
3. Location of student records, by category, in the buildings;
4. Means of securing student records; and
5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy, and the various administrative

policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record with the education records of the student which indicates:
 - a) the parties who have requested or received personally identifiable information from the education records of the student;
 - b) the legitimate interests these parties had in requesting or obtaining the information; and
 - c) the names of the state and local educational authorities and federal officials and agencies listed in Section VI(B)(4) of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII(B) of this policy, the record of disclosure required under this section shall also include:
 - a) the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;
 - b) the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
 - c) a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI(B)(4) of this policy in accordance with 34 Code of Federal Regulations, section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.
3. Section XIII(E)(1) does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI(B)(1) of this policy, to requests for disclosures of directory

information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18. United States Code, section 2332b(g)(5)(B) or an act of domestic or international terrorism.

4. The record of requests of disclosures may be inspected by:
 - a) the parent of the student or the eligible student;
 - b) the school official or his or her assistants who are responsible for the custody of the records; and
 - c) the parties authorized by law to audit the record-keeping procedures of the school district.
5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
 - a) the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and
 - b) the parties to whom the school district disclosed the information.
6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and
2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.
3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:
 - a) the cost of materials, including paper, used to provide the copies;
 - b) the cost of the labor required to prepare the copies;
 - c) any schedule of standard copying charges established by the school district in its normal course of operations;
 - d) any special costs necessary to produce such copies from machine based record-keeping systems, including but not limited to computers and microfilm systems; and
 - e) mailing costs.
2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.
3. The cost of providing copies shall be borne by the parent or eligible student.
4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.
2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.
2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.
3. Any statement placed in the education records of the student under Subdivision B. of this section shall:
 - a) be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and
 - b) if the education records of the student or the contested portion thereof is

disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.
2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.
3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means the Superintendent or designee.
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NON COMPLIANCE WITH FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue S.W., Washington, D.C. 20202.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

XVIII. WAIVER

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate

educational interests; and

6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

XX. DESTRUCTION AND RETENTION OF RECORDS

Destruction and retention of records by the school district shall be controlled by state and federal law.

XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students at the [district office](#) or [on the district website](#)~~superintendent's office~~. ~~of the superintendent.~~

Legal References: *Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)*
Minn. Stat. § 13.32, Subd. 5 (Directory Information)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
Minn. Stat. Ch. 256L (MinnesotaCare)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 480.40 (Personal Information, Dissemination)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)

Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g et seq. (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 et seq. (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
25 U.S.C. § 5304 (Definitions – Tribal Organization)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 1711 et seq. (Child Nutrition Act)
42 U.S.C. § 1751 et seq. (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 et seq. (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 309 (2002)
Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References: *ISD 200 Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)*

ISD 200 Policy 417 (Chemical Use and Abuse)

ISD 200 Policy 506 (Student Discipline)

ISD 200 Policy 515.1FRM (Directory Information Opt Out Form)

ISD 200 Policy 515.2FRM (Consent to Release Private Data)

ISD 200 Policy 519 (Interviews of Students by Outside Agencies)

ISD 200 Policy 520 (Student Surveys)

ISD 200 Policy 722 (Public Data Requests)

MSBA School Law Bulletin “I” (School Records – Privacy – Access to Data)

Policy Reviewed: ~~02.21.2025~~ ~~08.11.2022~~

Policy Adopted: 07.31.2024

Policy Revised: 07.01.2024



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 Reporting of 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. **When it is possible and the report alleges substantial child endangerment or sexual abuse,† the interview may take place outside the presence of the alleged offender and may take place prior to any interviews of the alleged offender.**~~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 Policy 515 (Protection and Privacy of Pupil Records)

Policy Reviewed: 02.07.2025

Policy Adopted: 12.18.2024

Policy Revised: 12.09.2024

714 FUND BALANCES

I. PURPOSE

The purpose of this policy is to create new fund balance classifications to allow for more useful fund balance reporting and for compliance with the reporting guidelines specified in Statement No. 54 of the Governmental Accounting Standards Board (GASB).

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to comply with GASB Statement No. 54. To the extent a specific conflict occurs between this policy and the provisions of GASB Statement No. 54, the GASB Statement shall prevail.

III. DEFINITIONS

- A. “Assigned” fund balance amounts are comprised of unrestricted funds constrained by the school district’s intent that they be used for specific purposes, but that do not meet the criteria to be classified as restricted or committed. In funds other than the general fund, the assigned fund balance represents the remaining amount that is not restricted or committed. The assigned fund balance category will cover the portion of a fund balance that reflects the school district’s intended use of those resources. The action to assign a fund balance may be taken after the end of the fiscal year. An assigned fund balance cannot be a negative number.
- B. “Committed” fund balance amounts are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action of the school board and that remain binding unless removed by the school board by subsequent formal action. The formal action to commit a fund balance must occur prior to fiscal year end; however, the specific amounts actually committed can be determined in the subsequent fiscal year. A committed fund balance cannot be a negative number.
- C. “Enabling legislation” means legislation that authorizes a school district to assess, levy, charge, or otherwise mandate payment of resources from external providers and includes a legally enforceable requirement that those resources be used only for the specific purposes listed in the legislation.
- D. “Fund balance” means the arithmetic difference between the assets and liabilities reported in a school district fund.
- E. “Nonspendable” fund balance amounts are comprised of funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. They include items that are inherently unspendable, such as, but

not limited to, inventories, prepaid items, long-term receivables, non-financial assets held for resale, or the permanent principal of endowment funds.

- F. “Restricted” fund balance amounts are comprised of funds that have legally enforceable constraints placed on their use that either are externally imposed by resource providers or creditors (such as through debt covenants), grantors, contributors, voters, or laws or regulations of other governments, or are imposed by law through constitutional provisions or enabling legislation.
- G. “Unassigned” fund balance amounts are the residual amounts in the general fund not reported in any other classification. Unassigned amounts in the general fund are technically available for expenditure for any purpose. The general fund is the only fund that can report a positive unassigned fund balance. Other funds would report a negative unassigned fund balance should the total of nonspendable, restricted, and committed fund balances exceed the total net resources of that fund.
- H. “Unrestricted” fund balance is the amount of fund balance left after determining both nonspendable and restricted net resources. This amount can be determined by adding the committed, assigned, and unassigned fund balances.

IV. CLASSIFICATION OF FUND BALANCES

The school district shall classify its fund balances in its various funds in one or more of the following five classifications: nonspendable, restricted, committed, assigned, and unassigned.

V. MINIMUM FUND BALANCE

The school district will strive to maintain a minimum fund balance of:

- A. General Fund Unassigned Fund Balance 422-000 – **2 months operating expenses.**
- B. Food Service Restricted Fund Balance 464-000 of- \$100,000
- C. Community Service Restricted Fund Balance 431-000 of- \$100,000

The School Board believes it to be prudent to maintain adequate reserves in all of its funds. These reserves provide the cash flow needed to permit the payment of the District’s financial obligations. Adequate reserves are necessary for the following reasons:

- A. Unanticipated rescission of state aids.
- B. Mandated, but unfunded, state and federal programs.
- C. Increased utility costs due to abnormal price increases or inclement weather conditions.

- D. Higher than usual property tax delinquencies during periods of economic downturn.
- E. Costs incurred defending and/or settlement of a lawsuit.
- F. Revenue losses resulting from unanticipated enrollment declines.
- G. Other revenue or expenditure estimated budget variances

The School Board further believes that it is financially responsible to prepare balanced budgets (Revenues=Expenditures) on a yearly basis. However, because of the reasons outlined above, a balanced budget may not always be possible. If an imbalanced budget is approved, the administration will be directed to develop a financial plan which includes the measures necessary to provide balanced budgets in the future.

VI. ORDER OF RESOURCE USE

If resources from more than one fund balance classification could be spent, the school district will strive to spend resources from fund balance classifications in the following order (first to last): restricted, committed, assigned, and unassigned.

VII. COMMITTING FUND BALANCE

A majority vote of the school board is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the board.

VIII. ASSIGNING FUND BALANCE

The school board, by majority vote, may assign fund balances to be used for specific purposes when appropriate. The board also delegates the power to assign fund balances to the following: Superintendent and Director of Business. Assignments so made shall be reported to the school board either separately or as part of ongoing reporting by the assigning party if other than the school board.

An appropriation of an existing fund balance to eliminate a projected budgetary deficit in the subsequent year’s budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.

IX. REVIEW

The school board will conduct an annual review of the sufficiency of the minimum unassigned general fund balance level.

Legal References: *Statement No. 54 of the Governmental Accounting Standards Board*

Cross References: *None*

Policy Reviewed: *028.2+1.20252*

Policy Adopted:

05.18.2011

Policy Revised:

09.28.2022



722 PUBLIC DATA REQUESTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. Confidential Data on Individuals: Data made not public by statute or federal law applicable to the data and are inaccessible to the individual subject of those data.
- B. Data on Individuals: All government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data and the data are not accessed by the name or other identifying data of any individual.
- C. Data Practices Compliance Officer: The data practices compliance official is the designated employee of the school district to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems. The responsible authority may be the data practices compliance official.
- D. Government Data: All data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use. ~~“Government Data” means all recorded information that the school district has, including paper, email, flash drives, CDs, DVDs, photographs, etc.~~
- E. Individual: “Individual” means a natural person. In the case of a minor or an incapacitated person as defined in Minnesota Statutes section 524.5-102, subdivision 6, "individual" includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians, or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.
- F. 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.

- G. Not Public Data: Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.
- H. Nonpublic Data: Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.
- I. Private Data on Individuals: Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.
- J. Protected Nonpublic Data: Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.
- K. 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.
- L. Public Data Not on Individuals: Data accessible to the public pursuant to Minnesota Statutes section 13.03.
- M. Public Data on Individuals: Data accessible to the public in accordance with the provisions of section 13.03.
- N. 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.
- O. Summary Data: ~~“Summary data” m~~ 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. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

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.
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
 - (1) 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 requestor 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.
 - (2) 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 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.
 - (1) 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).
 - (2) 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.

C. Data Belonging to an Individual Subject

1. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.

The responsible authority shall not charge the data subject any fee in those instances where the data subject only desires to view private data.

The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies. Based on the factors set forth in Minnesota Rule 1205.0300, subpart 4, the school district determines that a reasonable fee would be the charges set forth in section VIII(A) of this policy that apply to requests for data by the public.

2. The school district may not charge a fee to search for or to retrieve educational records of a child with a disability by the child's parent or guardian or by the child upon the child reaching the age of majority.

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.

Legal References: *Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)*
 Minn. Stat. § 13.01 (Government Data)
 Minn. Stat. § 13.02 (Definitions)
 Minn. Stat. 13.025 (Government Entity Obligation)
 Minn. Stat. § 13.03 (Access to Government Data)
 Minn. Stat. § 13.04 (Rights of Subjects to Data)
 Minn. Stat. § 13.05 (Duties of Responsible Authority)
 Minn. Stat. § 13.32 (Educational Data)
 Minn. Rules Part 1205.0300 (Access to Public Data)
 Minn. Rules Part 1205.0400 (Access to Private Data)

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

Policy Review: 02.21.2025~~05.30.2024~~

Policy Adopted: 08.28.2024

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 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 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:

1. Fire
2. Hazardous Materials
3. Severe Weather: Tornado/Severe Thunderstorm/Flooding
4. Medical Emergency
5. Fight/Disturbance
6. Assault
7. Intruder
8. Weapons
9. Shooting
10. Hostage
11. Bomb Threat
12. Chemical or Biological Threat
13. Checklist for Telephone Threats
14. Demonstration
15. Suicide/Death
16. Media Procedures
17. Highly Contagious Serious Illness or Pandemic Flu
18. Prairie Island Nuclear Response Plan
19. 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:

1. Lockdown Procedures
2. Shelter-In-Place Procedures
3. Evacuation/Relocation/Reunification

4. Crisis Communication Plan
5. Post-Crisis Procedures
6. Staff Training
7. Facility Diagrams
8. Offsite Locations
9. 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
- a) 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.
2. "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.
3. "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 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 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)
Minn. Rules Part 7511 (Fire Code)
20 U.S.C. § 1681 et seq. (Title IX)
20 U.S.C. § 6301 et seq. (Every Student Succeeds Act)
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)
Comprehensive School Safety Guide
[Minnesota School Safety Center - Resources \(mn.gov\)](#)

Policy Reviewed: 026.21.2025⁴
Policy Adopted: 08.28.2024
Policy Revised: 07.01.2024



**904 DISTRIBUTION OF MATERIALS ON SCHOOL DISTRICT PROPERTY BY
NONSCHOOL PERSONS**

I. PURPOSE

The purpose of this policy is to provide for distribution of materials appropriate to the school setting by non staff and nonstudents on school district property in a reasonable time, place, and manner which does not disrupt the educational program nor interfere with the educational objectives of the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district intends to provide a method for nonschool persons and organizations to distribute materials appropriate to the school setting within the limitations and provisions of this policy.
- B. To provide for orderly and nondisruptive distribution of materials, the school board adopts the following regulations and procedures.

III. DEFINITIONS

- A. “Distribution” means circulation or dissemination of materials by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying materials, or placing materials in internal staff or student mailboxes.
- B. “Libelous” is a false and unprivileged statement about a specific individual that tends to harm the individual’s reputation or to lower him or her in the esteem of the community.
- C. “Materials” includes all materials and objects intended by nonschool persons or nonschool organizations for distribution. Examples of nonschool-sponsored materials include, but are not limited to, books, magazines, audio files, videos/files, leaflets, brochures, buttons, badges, flyers, petitions, posters, underground newspapers whether written by students, employees or others, and tangible objects.
- D. “Material and substantial disruption” of a normal school activity means:
 - 1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, “material and substantial disruption” is defined as any disruption which interferes with or impedes the implementation of that program.
 - 2. Where the normal school activity is voluntary in nature (including school athletic events, school plays and concerts, and lunch periods) “material and substantial disruption” is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in,

stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, specific facts must exist upon which the likelihood of disruption can be forecast including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

- E. “Minor” means any person under the age of eighteen (18)
- F. “Nonschool person” means any person who is not currently enrolled as a student in or employed by the school district.
- G. “Obscene to minors” means:
 - 1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
 - 2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and
 - 3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- H. “School activities” means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, other theatrical productions, and in-school lunch periods.

IV. GUIDELINES

- A. Nonschool persons and organizations may, within the provisions of this policy, be granted permission to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, materials and objects which are appropriate to the school setting.
- B. Requests for distribution of materials will be reviewed by the administration on a case-by-case basis. However, distribution of the following materials is always prohibited. Material is prohibited that:
 - 1. is obscene to minors;
 - 2. is libelous or slanderous;
 - 3. is pervasively indecent or vulgar or contains any indecent or vulgar language or

representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;

4. advertises **or promotes** any product or service not permitted to minors by law;
5. advocates violence or other illegal conduct;
6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religion, or ethnic origin);
7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations;*
8. **is in support of or opposition to a political, personal, or controversial viewpoint.**

C. Permission for nonschool persons to distribute materials on school district property is a privilege and not a right. In making decisions regarding permission for such distribution, the administration will consider factors including, but not limited to, the following:

1. whether the material is educationally related;
2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;
3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;
4. the quantity or size of materials to be distributed;
5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;
6. whether distribution would require that nonschool persons be present on the school grounds;
7. whether the materials are a solicitation for goods or services not requested by the recipients.

V. TIME, PLACE, AND MANNER OF DISTRIBUTION

If permission is granted pursuant to this policy for the distribution of any materials, the time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

VI. PROCEDURES

- A. Any nonschool person wishing to distribute materials must first submit for approval a copy of the materials to the administration in advance of desired distribution time, together with the following information:
 - 1. Name and phone number of the person submitting the request.
 - 2. Date(s) and time(s) of day of requested distribution.
 - 3. If material is intended for students, the grade(s) of students to whom the distribution is intended.
 - 4. The proposed method of distribution.
- B. The administration will review the request and render a decision. The administration will assign a location and method of distribution and will inform the persons submitting the request whether nonschool persons may be present to distribute the materials. In the event that permission to distribute the materials is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.
- C. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.
- D. In the event that permission to distribute materials is denied, the nonschool person or organization may request reconsideration of the decision by the superintendent. The request for reconsideration must be in writing and must set forth the reasons why distribution is desirable and in the interest of the school community.
- E. It is recommended that administration advise parents/guardians whenever materials from nonschool persons will be distributed to students during the school day.

VII. VIOLATION OF POLICY

Any party violating this policy or distributing materials without permission will be directed to leave the school property immediately and, if necessary, the police will be called.

VIII. IMPLEMENTATION

The school district administration may develop any additional guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.

Legal References: *U. S. Const., amend. I*
Hazelwood School District v. Kuhlmeier, 484 U.S. 260, 108 S.Ct. 562, 98

L.Ed.2d 592 (1988)
Doe v. South Iron R-1 School District, 498 F.3d 878 (8th Cir. 2007)
Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987)
Cornelius v. NAACP Legal Defense and Educational Fund, Inc., 473 U.S. 788, 105 S.Ct. 3439, 87 L.Ed.2d 567 (1985)
Perry Education Ass'n v. Perry Local Educators' Ass'n, 460 U.S. 37, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983)
Roark v. South Iron R-1 School Dist., 573 F.3d 556 (8th Cir. 2009)
Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist., 640 F.3d 329 (8th Cir. 2011), cert. denied 565 U.S. 1036, 132 S.Ct. 592 (2011)

Cross References: *ISD 200 Policy 505 (Temporary Distribution of Non School-Sponsored Materials on School Premises by Students and Employees)*

Policy Reviewed: 02.07.2025

Policy Adopted:

Policy Revised:



100 Equity and Diversity

I. Purpose

Hastings Public Schools is committed to the success of every student in each of our schools and to our mission and vision statements.

The Hastings Public School District believes that the responsibility for student success is broadly shared by District staff, families, the community, and our students' own efforts. The purpose of this policy is to establish a framework for the elimination of racism and bias, including cultural bias, as factors affecting student achievement and learning experiences, and to promote learning and work environments that welcome, respect, and value diversity.

II. General Statement of Policy

A. The District welcomes, respects and values the diversity of its students, parents, staff and broader community, and understands that:

1. All students and their families have dignity and worth.
2. All students deserve equitable treatment, opportunities, and education.
3. Student potential can be unlocked by focusing on their talents; all students have assets.
4. Inclusion of all students and families supports District goals to increase student engagement and academic performance.
5. Embracing our diversity through inclusion creates an environment that leverages that diversity and creates schools where students, families, community members and employees feel welcomed, valued, supported, and where students and staff can perform to their personal bests.
6. Our collective understanding of diversity and equity must continue to evolve and increase to be well informed and ready to meet the needs of and celebrate our ever-changing population.
7. Continuous reflective practices and education are necessary to address and eliminate barriers.
8. Academic and engagement evidence, beyond intentions, shall be the measure of whether we are successful.

B. The District is committed to advancing equitable participation in, contribution to, benefit

from and enjoyment of learning and work experiences by diverse students, parents, staff, and community.

- C. The District is committed to promoting and providing equitable distribution of resources, opportunities, facilities, and support, even when this means differentiating resource allocations on the basis of student needs. Resource allocation shall support the definition of educational equity adopted in this policy while complying with state and federal funding mandates.
- D. The District is committed to the recruitment and retention of highly qualified diverse staff. The District is committed to fostering a learning environment where diversity is encouraged and to recruiting and retaining a workforce that, at a minimum, reflects the diversity of our students and community.

III. Definitions

For the purposes of this policy the following terms shall have these meanings:

A. “Diversity” includes characteristics of persons including, but not limited to:

- | | |
|--------------------------------|--|
| 1. Race | 9. Marital status |
| 2. Culture | 10. Family structure |
| 3. Color | 11. Citizenship status |
| 4. Creed or religion | 12. Sexual orientation or affectional preference |
| 5. National origin | 13. Gender identity or expression |
| 6. Biological sex | 14. Economic status |
| 7. Mental and physical ability | 15. Military/Veteran's status |
| 8. Age | 16. Any other protected class in conformance with federal, state and local laws. |
| | 17. Ethnicity |

B. “District staff” includes all employees, consultants and contractors of Hastings Public Schools

C. “Educational equity” means raising the achievement of all students while

- 1. Narrowing the achievement gaps between the lowest and highest performing students,
- 2. Narrowing the opportunity gap between all students, and
- 3. Eliminating the racial or cultural predictability and disproportionality of which student groups occupy the highest and lowest achievement categories including rates of graduation.

IV. Responsibility

- A. The School Board and Superintendent may establish specific goals to implement this policy as permitted by law.
- B. The Superintendent shall establish in accordance with this policy such plans and procedures as may be necessary and appropriate to accomplish its purpose and intent. Plans and procedures established shall include clear accountability for actions and oversight, and shall include metrics for evaluation.
- C. District staff are responsible to make suggestions to the appropriate authority to improve the ability of the district to reduce the achievement and opportunity gaps that exist.
- D. Hastings School Board, Superintendent and employees will work with students and families to identify assets and barriers to achievement and opportunities for academic success.
- E. The District shall offer opportunities for all staff to improve their cultural competencies in serving our diverse student body and community, and strengthen employee's knowledge and skills for eliminating opportunity and achievement gaps between groups of students.
- F. Practices, procedures and programs that result in over or under representation of any group of students compared to peers shall be subject to close review to assure that such results are due to meeting student legitimate educational, social or emotional needs. Practices that do not meet this close review shall be eliminated.
- G. Teachers, administrators and district staff shall collaborate to establish and implement culturally responsive instructional practices, curriculum and assessments.

Cross References: *ISD 200 Policy 206 (Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations)*
ISD 200 Policy 902A Hastings Public Schools Community Use of School Facilities Philosophy, Rules and Regulations, Building Use Charges
ISD 200 Policy 401 (Equal Employment Opportunity)
ISD 200 Policy 402 (Disability Nondiscrimination)
ISD 200 Policy 413 (Harassment and Violence)
ISD 200 Policy 102 (Equal Educational Opportunity)
ISD 200 Policy 522 (Sex Nondiscrimination)
ISD 200 Policy 609 (Religion)
ISD 200 Policy 606 (Textbook and Instruction Materials)

Policy Reviewed: 05.26.2021
Policy Adopted: 05.26.2021
Policy Revised: 05.04.2021



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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete

terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

D. "Educational data" means data maintained by the school district which relates to a student.

E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.

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

IV. RIGHTS TO PRIVACY

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

- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
 - 1. Right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
 - 2. Right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
 - 3. Right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC’S OPPORTUNITY TO BE HEARD

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

VI. PROCEDURES FOR COMMENTS TO THE BOARD

- A. The school board will not engage in discussion ~~or provide responses~~ during this time, however, if a citizen's comments include inaccurate or incorrect information, the chair may provide accurate or clarifying information following the conclusion of the public comment period. The chair may respond at a later time and/or direct administration to follow up with the speaker.

- B. To be recognized, those who want to participate in public comments must complete the Public Participation at School Board Meetings Procedures and Request (206.1FRM) and submit their request via email or drop it off at the district office no later than 8 am on the day prior to the regularly scheduled board meeting. If a group or organization wishes to

address the school board on a topic, one representative shall be designated as the speaker. Selected speakers will be notified by the administrative assistant to the superintendent.

- C. Only those speakers recognized by the school board will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, school board, or the proceedings may be directed to leave.
- D. Matters which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
- E. The school board shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual and any media feed will be cut immediately.
- F. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.

VII. COMPLAINTS

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

VIII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)

- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

IX. PROCEDURES

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

Legal References: *Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)*
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 (Meetings Having Data Classified as Public)
Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures; Closed or Open Meeting)
Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach; Notice of Nonrenewal; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Employment; Contracts; Termination; Hearing Procedures)
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts; Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Superintendents; Disclose Past Buyouts or Contract is Void)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: *ISD 200 Policy 203.2PR (Order of the Regular School Board Meeting)*
ISD 200 Policy 205 (Open Meetings and Closed Meetings)
ISD 200 Policy 206.1FRM (Public Participation at School Board Meeting: Procedure and Request Form)
ISD 200 Policy 206.2PR (Board Procedures for Policy 206)
ISD 200 Policy 207 (Public Hearings)
SD 200 Policy 406 (Public and Private Personnel Data)
ISD 200 Policy 515 (Protection and Privacy of Pupil Records)
MSBA School Law Bulletin “C” (Minnesota’s Open Meeting Law)
MSBA School Law Bulletin “I” (School Records – Privacy – Access to Data)

Policy Reviewed: 03.06.2024
Policy Adopted: 03.27.2024
Policy Revised: 01.13.2025



208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

- A. “Adopted” is the date when then policy was last adopted by the school board;
- B. “Reviewed” is the date when the policy was last fully reviewed by the policy committee; and
- C. “Revised” is the date when the policy was last modified with minor changes that do not affect the substance of the policy or because of legal changes in which the board has no control. ~~updated based on changes in statute or law.~~ Revisions may be adopted in a single meeting at the discretion of the board.

IV. DEVELOPMENT OF POLICY

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

V. ADOPTION AND REVIEW OF POLICY

- A. The school board shall give notice of ~~recommended~~~~proposed~~ policy changes or proposals ~~adoption~~ of new policies by placing the ~~policy item~~ for “1st, and 2nd, reading” on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed during the public comments section of a board meeting. The board may vote after the second policy reading, but will follow a general practice of voting at a subsequent meeting.
- B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board. The proposed policy for final action will be included in the *Consent Agenda* portion of the *Action Items* on the meeting agenda. The policy will be effective ~~immediately unless on the latter of the date of passage or the a later date is stated~~ in the motion.
- C. In an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board in a single meeting. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The emergency policy shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency.
- D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.
- E. ~~In order to sunset a policy, the policy committee must introduce the recommendation to remove the policy from the policy manual during a regular board meeting. At the next regular board meeting the policy will be included in the consent agenda for removal approval.~~

VI. IMPLEMENTATION OF POLICY

- A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate (200 series). The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review by the school board.
- B. All School Board policies will be posted on the official district website. Each school board member shall have access to this policy manual. A copy shall be placed in the office of each school’s attendance center. A physical copy of the policy manual will be maintained at the District Office and made available for reference purposes to other interested

persons.

- C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping policies current.
- D. The school board shall ~~review policies~~ utilize a three year policy review cycle, ensuring that each policy undergoes a full review once every three years. ~~each policy~~ ~~policies at least once every three years.~~ In addition, ~~the school board shall review~~ the following policies **legally must be reviewed** annually: 506 Student Discipline; 722 Public Data Requests; and 806 Crisis Management Policy. **Additional policies may be reviewed annually at the board's discretion and in accordance with 208.1PR.**
- E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the mission, educational philosophy, and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

Legal References: *Minnesota. Statute 123B.02, Subd. 1 (General Powers of Independent School Districts)*
Minnesota Statute 123B.09, Subd. 1 (Boards of Independent School Districts)

Cross References: *ISD 200 Policy 201, Legal Status of the School Board*
ISD 200 Procedure 208.1PR
ISD 200 Procedure 208.2PR

Policy Reviewed: 10.23.2023
Policy Adopted: 10.25.2023
Policy Revised: ~~01.13.2025~~ ~~03.01.2023~~



430 EMPLOYEE RECOGNITION

I. Purpose

The purpose of this policy is to provide guidance for the school district in providing proper incentives and improvement of employee morale through district recognition of staff.

II. General Statement of Policy

- A. The school district shall provide recognition awards for employees for exemplary work or effort and/or years of service whenever fiscally possible. This form of in-kind compensation shall include, but is not limited to, recognition meals, plaques and similar awards. It shall not include cash or gift card payments of any kind.
- B. The school district, through the school board, shall declare its intent to provide this recognition ~~during the Organizational Meeting each prior to the beginning of each school year.~~ This declaration shall include a description of the types of incentives and the date they will be delivered. It is expected that the district will determine a list of priorities for each of the incentive types.
- C. The school district shall be fiscally responsible in determining the level of incentive for recognition that will be provided each year. The district priorities will guide decisions on making the determinations.
- D. Nothing in this policy sets a precedent for the presence or absence of recognition awards on a year-to-year basis.

III. Definitions

- A. Recognition means the acknowledgement of exemplary work or effort and/or years of service.

Policy Reviewed: 04.12.2024

Policy Adopted: 06.26.2024

Policy Revised: 01.13.2025



610 FIELD TRIPS

I. PURPOSE

The purpose of this policy is to provide guidelines for student trips and to identify the general process to be followed for review and approval of trip requests.

II. GENERAL STATEMENT OF POLICY

The general expectation of the school board is that all student trips will be well planned, conducted in an orderly manner and safe environment, and will relate directly to the objectives of the class or activity for which the trip is requested. Additional criteria to be considered include trip crisis plan (Examples; student injury, student illness, lead organizer illness, death of family member at home, etc.), total cost to the participant and/or district, effect of absence upon scholastic performance of participating students and impact upon the overall operation of the school. The school board reserves the right to approve extended trips on an individual basis.

Student trips will be categorized within three general areas:

A. ~~Required~~ Instructional Trips

Trips that take place during the school day, relate directly to a course of study, and require student participation shall fall in this category. These trips shall be subject to review and approval of the building principal and shall be financed by school district funds within the constraints of the school building budget. Students without parent permission will participate in an alternate activity with the same learning objectives and credit. Fees may not be assessed against students to defray direct costs of instructional trips. (Minn. Stat. § 123B.37, Prohibited Fees)

B. Optional Supplementary Trips

This category pertains to those trips in which students voluntarily participate and which supplement the instructional or activity program goals. **These trips** usually take place outside the regular school day. Examples of trips in this category involve cultural events, student activities, clubs, and other special interest groups or social activities. These trips are subject to review and approval of the activities director and/or the building principal. Financial contributions by students may be requested. (Minn. Stat. § 123B.36, Authorized Fees).

C. Extended Trips

1. Trips that involve one or more overnight stops fall into this category. Extended trips **must may** be instructional or supplementary and must be requested well in advance

of the planned activity. An extended trip request form must be completed and approved at each level: student, principal, superintendent, and school board. The form must indicate any potentially hidden costs (i.e. pre-trips) and/or perceived risks of the trip. Exceptions to the approval policy may be granted or expedited to accommodate emergencies or contingencies (e.g., tournament competition).

2. The school board encourages administration to ensure lower cost extended trips are offered periodically. The goal is to provide all students at least one opportunity for this type of educational experience during their high school years.

It is expected that opportunities to reduce the costs of extended trips are available for each trip. This includes, but is not limited to, merit-based scholarships and fundraising opportunities.

It is also expected that staff research various tour options for extended trips, to ensure the trips are of high quality, but are also as low cost as possible. The travel companies chosen must offer trips for all students, including students with special needs.

Ratios of chaperones to students must be determined in advance and take into consideration any special accommodations or requirements for special needs students. The ratios must be communicated to parents/guardians and students.

The primary chaperones are to be the district staff offering the extended trip. Parents/guardians shall be offered the opportunity to voluntarily chaperone before others (staff, spouses of staff, etc.). All volunteer chaperones shall pay for all of their own travel costs associated with the trip, unless offered as a benefit through the trip provider.

3. The school board acknowledges and supports the efforts of booster clubs and similar organizations in providing extended trip opportunities for students.
4. Participating in overnight trips for curricular, co-curricular, or extracurricular activities is a privilege. To ensure the safety of the traveling party, participants may be subject to a search of their person or possessions by school administrators prior to boarding the transportation for an overnight event.

III. REGULATIONS

- A. Rules of conduct and discipline for students and employees shall apply to all student trip activities.
- B. The school administration shall be responsible for providing more detailed procedures, including parental involvement, supervision, and such other factors deemed important

and in the best interest of students.

- C. All volunteers accompanying students on extended trips will be subject to a background check. ~~in accordance with Policy 903.1.~~ Volunteers will be responsible for the cost of the background check.
- D. Transportation shall be furnished through a commercial carrier or school-owned vehicle.
- E. An employee may use a personal vehicle to transport staff or personal property for purposes of a field trip upon prior, written approval from administration.
- F. An employee must not use a personal vehicle to transport one or more students for purposes of a field trip.
 - 1. If immediate transportation of a student is required due to an emergency or unforeseen circumstance, such as the illness or injury of a child, and the transportation does not constitute regular or scheduled transportation, a personal vehicle may be used. To the extent a personal vehicle is used, the vehicle must be properly registered and insured.
 - 2. An employee must obtain pre-approval by administration of student transportation by a personal vehicle, pursuant to Section III.E.1, if practicable. If pre-approval by administration of use of a personal vehicle cannot be obtained in a reasonable time given the circumstances, an employee shall report the relevant facts and circumstances justifying the need for use of a personal vehicle to administration as soon as practicable. The relevant facts and circumstances for use of a personal vehicle shall be documented by administration.

IV. SCHOOL BOARD REVIEW

The superintendent shall at least annually report to the school board upon the utilization of trips under this policy or the school board may, at any time, decide to cancel a pre-approved trip. This decision would typically occur due to safety concerns for the students and staff.

The Superintendent has the discretion to cancel any trip at any time if he/she determines that proceeding with the field trip may unduly jeopardize students' health or safety. The district may not be responsible for any financial loss associated with the cancellation of trips. Therefore, students or chaperones participating in any activity involving substantial prepayment of fees are highly recommended to seek a reputable travel insurance policy.

Legal References: *Minn. Stat. § 123B.36 (Authorized Fees)*
Minn. Stat. § 123B.37 (Prohibited Fees)
Minn. Stat. § 123B.49 (~~Co-curricular and Extracurricular Activities~~);

Insurance)

Minn. Stat. § 169.011, Subd. 71(a) (Definitions ~~of a School Bus~~)

Minn. Stat. § 169.454, Subd. 13 (Type III Vehicle Standards ~~—Exemption~~)

Sonkowsky v. Board of Educ. for Indep. Sch. Dist. No. 721, 327 F.3d 675 (8th Cir. 2003)

Lee v. Pine Bluff Sch. Dist., 472 F.3d 1026 (8th Cir. 2007)

Cross References: ~~*MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)*~~

ISD 200 Policy 423 (Employee – Student Relationships)

ISD 200 Policy 506 (Student Discipline)

~~*MSBA/MASA Model Policy 707 (Transportation of Public School Students)*~~

ISD 200 Policy 709 (Student Transportation Safety Policy)

ISD 200 Policy 710 (Extracurricular Transportation)

ISD 200 Policy 903A

Policy Reviewed: ~~02.21.2025~~ ~~07.11.2022~~

Policy Adopted: 07.22.2020

Policy Revised: 12.09.2024 ~~07.27.2022~~



AIA®

Document G701® – 2017

Change Order

PROJECT: (Name and address)Kennedy and Pinecrest Door Replacements (232077)
Kennedy Elementary School
1175 Tyler Street
Hastings, Minnesota 55033Pinecrest Elementary School
975 West 12th Street
Hastings, Minnesota 55033**CONTRACT INFORMATION:**

Contract For: General Construction

Date: August 24, 2023

CHANGE ORDER INFORMATION:

Change Order Number: Four (4)

Date: January 15, 2025

OWNER: (Name and address)Independent School District #200
1000 West 11th Street
Hastings, Minnesota 55033**ARCHITECT: (Name and address)**Wold Architects and Engineers
332 Minnesota Street, Suite W2000
Saint Paul, Minnesota 55101**CONTRACTOR: (Name and address)**Schreiber Mullaney Construction
1286 Hudson Road
Saint Paul, Minnesota 55106**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.)*

Replace Doors C100C, C100D, and C100E located inside the Kennedy Elementary Cafeteria. Scope includes removal of existing doors, salvage and reinstall of existing hardware on new door slabs.

TOTAL CHANGE ORDER NO. 4 ADD \$8,056.36

The original Contract Sum was	\$ 243,590.00
The net change by previously authorized Change Orders	\$ 6,026.83
The Contract Sum prior to this Change Order was	\$ 249,616.83
The Contract Sum will be increased by this Change Order in the amount of	\$ 8,056.36
The new Contract Sum including this Change Order will be	\$ 257,673.19

The Contract Time will be increased by five (5) days.
The new 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

ARCHITECT (Firm name)

SIGNATURE

Tyler Ertl | AIA, Associate
PRINTED NAME AND TITLE

January 15, 2025

DATE

Schreiber Mullaney Construction

CONTRACTOR (Firm name)

SIGNATURE

Bruce Schreiber, P.E.
PRINTED NAME AND TITLE

DATE

Independent School District #200

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

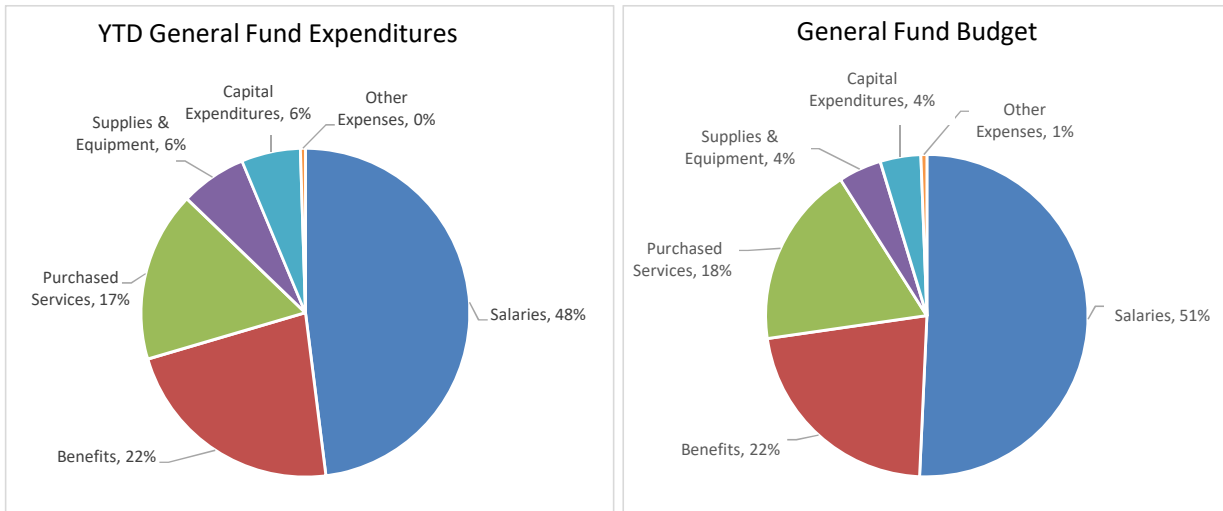
HASTINGS ISD #200 BOARD REPORT FOR THE MONTH ENDING: January 2025

EXPENDITURE TOTALS

	FY 2025 Budget (REV)	**Monthly Expenditures	Year-to-Date Expenditures	Remaining Balance	% Spent
General Fund (01)					
100 Salaries	34,391,243	2,804,241	15,163,536	19,227,707	44%
200 Benefits	14,940,629	1,136,209	7,088,548	7,852,081	47%
300 Purchased Services	12,392,304	1,153,872	5,291,201	7,101,104	43%
400 Supplies & Equipment	2,934,459	250,139	2,052,661	881,798	70%
500 Capital Expenditures	2,777,663	194,395	1,840,470	937,193	66%
800 Other Expenses	391,068	15,044	153,587	237,482	39%
	67,827,366	5,553,901	31,590,002	36,237,364	47%
Food Service Fund (02)	3,530,227	454,264	1,822,276	1,707,951	52%
Community Service Fund (04)	2,864,210	217,433	1,628,271	1,235,939	57%
Building Construction Fund (06)	2,699,440	123,485	1,757,994	941,446	65%
Debt Service Fund (07)	20,619,675	3,692,063	3,869,125	16,750,550	19%
Student Activities Fund (10)	250,000	27,264	131,685	118,315	53%
Deferred Accounts- Donations/Misc Fund (11)	640,619	108,311	316,000	324,619	49%
Scholarships Fund (12)	120,000	75,500	91,500	28,500	76%
Totals	\$98,551,537	\$10,252,220	\$41,206,853	\$57,344,684	

** 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	1/1/2025	1/31/2025	1,938,371	Pay dates 1/3 and 1/17 Bd. Share \$351,564
Liability Checks & Wires	1/1/2025	1/31/2025	1,423,147	
Total			\$3,361,518	

FINANCE DISBURSEMENTS

Checks & Wires	1/1/2025	1/31/2025	6,466,318
Total			\$6,466,318

SELF-FUNDED INSURANCE

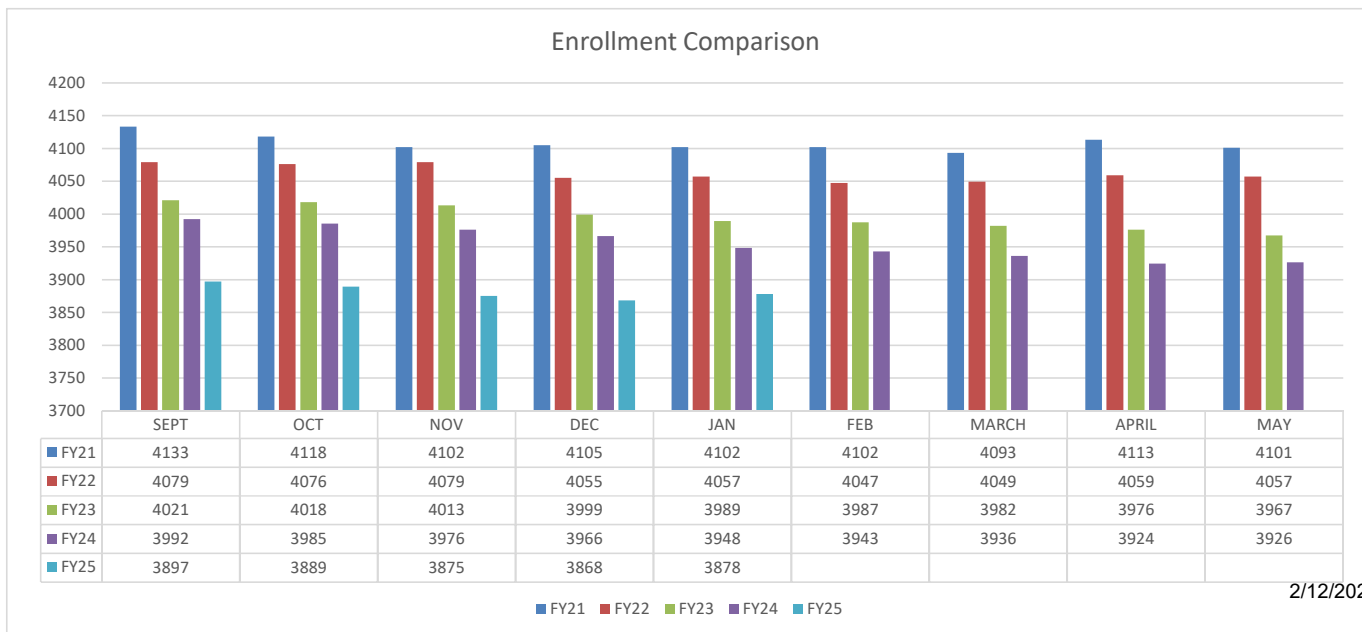
	Revenue YTD	Expenses YTD	YTD Balance
Dental	450,861	401,632	\$49,229
Health	5,754,368	5,017,279	\$737,089

ELECTRONIC FUND TRANSFERS

<u>Date</u>	<u>From</u>	<u>To</u>	<u>Amount</u>	<u>Description</u>
1/2/2025	MSDLAF General	MSDLAF Health Self Funded	31,534.63	Health Insurance
1/3/2025	MSDLAF General	MSDLAF Payroll	14,527.15	Payroll
1/3/2025	MSDLAF General	MSDLAF Flex	21,184.62	Payroll
1/3/2025	MSDLAF General	MSDLAF Payroll	1,796,299.48	Payroll
1/3/2025	MSDLAF General	MSDLAF AP	61,231.14	Accounts Payable
1/6/2025	MSDLAF General	MSDLAF Health Self Funded	789,029.91	Health Insurance
1/6/2025	MSDLAF General	MSDLAF Dental Self Funded	61,622.52	Dental Insurance
1/10/2025	MSDLAF General	Vermillion Bank	1,726.44	Local Receipts
1/10/2025	MSDLAF GeneralMAX	MSDLAF General	1,000,000.00	Exchange
1/10/2025	MSDLAF General	MSDLAF AP	332,989.47	Accounts Payable
1/13/2025	Merchants Bank	MSDLAF General	50,000.00	Local Receipts
1/14/2025	MSDLAF ScholarshipMAX	MSDLAF Scholarship	25,000.00	Exchange
1/15/2025	MSDLAF General	MSDLAF AP	29,062.81	Accounts Payable
1/15/2025	MSDLAF General	MSDLAF AP	761,660.78	Accounts Payable
1/17/2025	MSDLAF General	MSDLAF Health Self Funded	31,734.70	Health Insurance
1/17/2025	MSDLAF General	MSDLAF Payroll	1,549,713.05	Payroll
1/17/2025	MSDLAF General	MSDLAF Flex	20,951.63	Payroll
1/17/2025	MSDLAF General	MSDLAF AP	6,258.19	Accounts Payable
1/21/2025	Merchants Bank	MSDLAF General	25,000.00	Local Receipts
1/23/2025	MSDLAF General	MSDLAF Scholarship	17,082.00	Local Receipts
1/24/2025	MSDLAF General	MSDLAF AP	1,171,444.34	Accounts Payable
1/28/2025	MSDLAF General	MSDLAF Dental Self Funded	62,619.16	Dental Insurance
1/28/2025	MSDLAF General	MSDLAF AP	9,291.51	Accounts Payable
1/29/2025	MSDLAF General	MSDLAF Payroll	5,435.88	Payroll
1/29/2025	MSDLAF General	MSDLAF Health Self Funded	847.12	Health Insurance
1/30/2025	MSDLAF GeneralMAX	MSDLAF General	2,000,000.00	Exchange
1/31/2025	MSDLAF General	MSDLAF AP	3,370,000.00	Accounts Payable
1/31/2025	MSDLAF General	MSDLAF AP	724,439.97	Accounts Payable
1/31/2025	MSDLAF General	MSDLAF AP	12,239.58	Accounts Payable
1/31/2025	Merchants Bank	MSDLAF General	25,000.00	Local Receipts
			\$14,007,926.08	

ENROLLMENT

<u>GRADE</u>	<u>COUNT</u>	<u>SCHOOL</u>	<u>COUNT</u>
K	258	HALC	32
1	258	High School	1299
2	281	Middle School	1177
3	283	Kennedy Elementary	466
4	290	Pinecrest Elementary	429
5	282	McAuliffe Elementary	475
6	295		3878
7	307		
8	293		
9	306		
10	331	Elementary	1370
11	358	Middle School	1177
12	336	High School/HALC	1331
	3878	Total District	3878



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 1/31/2025

Crs Code	Activity Account	Balance 7/1/2024	Receipts	Disbursements	Subtotal (Less Interest)	Interest Earned	Balance 1/31/2025
601	Art Club	389.29	0.00	72.30	316.99	6.5833	323.57
608	AVID	3,537.27	0.00	0.00	3,537.27	67.2085	3,604.48
602	Band	12,069.74	13,356.40	3,368.72	22,057.42	348.4255	22,405.85
605	Basketball - Boys	3,375.11	0.00	1,434.98	1,940.13	43.7607	2,023.19
609	Choir Tour	1,713.20	0.00	0.00	1,713.20	32.5510	1,745.75
610	Cross Country Running	290.32	1,173.00	934.00	529.32	11.7394	541.06
613	Fellowship Christian Athletes (FCA)	2,478.49	3,048.00	1,854.44	3,672.05	65.7211	3,737.77
615	Gymnastics	4,376.24	0.00	0.00	4,376.24	83.1490	4,459.39
616	French Honor Society (FHS)	1,453.27	704.00	231.18	1,926.09	31.3394	1,957.43
622	Marching Band	36,853.69	39,075.17	60,372.53	15,556.33	458.6670	16,015.00
675	INTEREST EARNED	0.00	3,842.99	0.00	3,842.99	-	0.00
623	National Honor Society (NHS)	2,356.95	790.00	100.47	3,046.48	55.1964	3,101.68
625	Nordic Skiing	382.57	0.00	34.67	347.90	6.9648	354.86
626	Orchestra	278.74	0.00	0.00	278.74	5.2961	284.04
618	Peer Helpers	18.55	185.00	14.28	189.27	2.0782	191.35
632	Show Choir	36,140.07	76,191.66	34,356.35	77,975.38	1,136.8961	79,112.28
647	Spanish Club	6,498.83	2,788.05	2,409.50	6,877.38	121.0726	6,998.45
650	Student Council	57,778.41	2,889.00	17,556.52	43,110.89	932.3123	44,043.20
652	Tennis - Boys	3,733.32	0.00	487.50	3,245.82	63.0301	3,308.85
653	Tennis - Girls	918.97	2,303.35	1,948.70	1,273.62	27.8637	1,301.48
655	Thespians	565.57	0.00	0.00	565.57	10.7459	576.32
656	Track	14,031.40	0.00	1,555.00	12,476.40	243.8709	12,720.27
654	Ultimate Frisbee	25.23	101.19	0.00	126.42	2.2541	128.67
659	Wrestling	629.12	0.00	0.00	629.12	11.9533	641.07
665	Middle School Yearbook	14.01	0.00	0.00	14.01	0.2662	14.28
666	Middle School Student Council	4,821.46	472.62	1,738.06	3,556.02	74.0444	3,630.06
		194,729.82	146,920.43	128,469.20	213,181.05	3,842.9900	213,181.05

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

January 2025 Investment Reconciliation - %-104-%

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	BALANCE END OF MONTH
GENERAL FUND - 01	11,000,000.00	0.00	0.00	11,000,000.00
SCHOLARSHIP FUND - 12	10,000.00	0.00	0.00	10,000.00
DENTAL SELF FUNDED - 20	486,000.00	488,000.00	486,000.00	488,000.00
HEALTH SELF FUNDED - 21	2,000,000.00	0.00	0.00	2,000,000.00
TOTALS	13,496,000.00	488,000.00	486,000.00	<u>13,498,000.00</u>

RECONCILEMENT OF TREASURER'S BALANCE WITH BANK

DESCRIPTION	BALANCE PER BANK STATEMENT	OTHER RECONCILING ITEMS	BALANCE PER TREASURER'S BOOKS
Certificates of Deposit - MSDLAF - General	0.00	0.00	0.00
Term - MSDLAF - General	11,000,000.00	0.00	11,000,000.00
Scholarship CD	10,000.00	0.00	10,000.00
Certificates of Deposit - MSDLAF - Dental	488,000.00	0.00	488,000.00
Term - MSDLAF - Health	2,000,000.00	0.00	2,000,000.00
TREASURER'S BALANCE	13,498,000.00	0.00	<u>13,498,000.00</u>

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

January 2025 Bank Reconciliation

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	JOURNAL ENTRIES	BALANCE END OF MONTH
GENERAL FUND- 01	22,422,663.11	6,637,179.17	(2,989,269.34)	(3,196,322.76)	22,874,250.18
FOOD SERVICE FUND - 02	661,904.29	255,599.79	(337,646.91)	(119,602.40)	460,254.77
COMMUNITY ED - 04	640,233.03	191,052.26	(23,573.22)	(166,867.75)	640,844.32
BUILDING CONSTRUCTION - 06	1,055,543.99	3,751.24	(123,484.72)	0.00	935,810.51
DEBT REDEMPTION - 07	21,980,870.08	0.00	(4,504,062.50)	1,455,263.07	18,932,070.65
STUDENT ACTIVITY FUND -10	203,424.12	33,005.88	(24,048.95)	0.00	212,381.05
DEFERRED ACCOUNTS - 11	672,231.69	20,706.52	(58,012.38)	(5,113.80)	629,812.03
SCHOLARSHIP - 12	305,471.37	18,548.96	(75,500.00)	0.00	248,520.33
TRUST - 18	0.00	0.00	0.00	0.00	0.00
DENTAL SELF FUNDED - 20	868,456.75	3,138.26	(56,135.61)	74,041.97	889,501.37
HEALTH SELF FUNDED -21	2,676,574.48	58,312.21	(802,405.08)	845,231.26	2,777,712.87
OPEB PERA/CE TRUST - 45	6,822,963.76	0.00	(10,446.00)	25,750.86	6,838,268.62
TOTALS	58,310,336.67	7,221,294.29	(9,004,584.71)	(1,087,619.55)	55,439,426.70

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	71,247.20	0.00	0.00	47.36	71,294.56
MSDLAF AP	877,963.84	(771,241.01)	0.00	107.00	106,829.83
MSDLAF Payroll	131,005.70	(30,415.62)	0.00	0.00	100,590.08
MSDLAF Scholarship	261,150.33	(13,000.00)	0.00	0.00	248,150.33
MSDLAF General	27,235,485.30	0.00	28,137.29	0.00	27,263,622.59
MSDLAF Flex	81,020.10	(1,174.89)	0.00	0.00	79,845.21
MSDLAF Dental Self Funded	905,845.57	(16,344.20)	0.00	0.00	889,501.37
MSDLAF Health Self Funded	1,998,833.79	0.00	0.00	0.00	1,998,833.79
MSDLAF Bond Proceeds	919,708.23	(374.27)	0.00	0.00	919,333.96
Vermillion Bank	226,196.66	(9,938.53)	0.00	0.00	216,258.13
MidAmerica - CE Trust	0.00	0.00	0.00	0.00	0.00
OPEB PERA/CE Trust Account	7,140,354.62	0.00	0.00	812,000.00	7,952,354.62
US Bank Escrow	15,592,812.23	0.00	0.00	0.00	15,592,812.23
TREASURER'S BALANCE	55,441,623.57	(842,488.52)	28,137.29	812,154.36	55,439,426.70

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	P507MB	109546		Wire	1	10229	MERCHANTS BANK FEES		No	Yes	No	01/14/2025	41.58
												Bank Total:	\$41.58
USAP	P506A	109544		Wire	1	11387	AMAZON CAPITAL SERVICES, INC		No	Yes	No	01/10/2025	13,039.84
USAP	P50715	109638		Wire	1	2976	SALES TAX (MN DEPT REVENUE)		No	Yes	No	01/15/2025	124.00
USAP	P50715	109639		Wire	1	9860	MINNESOTA STATE RETIREMENT SYST		No	Yes	No	01/15/2025	12,378.51
USAP	P50715	109640		Wire	1	9935	ELEYO FEES		No	Yes	No	01/15/2025	4,792.62
USAP	P50704	109716		Wire	1	2855	US BANK		No	Yes	No	01/24/2025	1,133,550.00
USAP	P50730	109802		Wire	1	10920	AFFINETY - MERCH BANK FEES (WIRE)		No	Yes	No	01/31/2025	2,489.96
USAP	P50730	109803		Wire	1	2855	US BANK		No	Yes	No	01/31/2025	3,370,000.00
USAP	P50730	109804		Wire	1	3167	MSDLAF BANK FEES		No	Yes	No	01/31/2025	179.61
USAP	P50730	109805		Wire	1	9012	PITNEY BOWES POSTAGE BY PHONE		No	Yes	No	01/31/2025	3,000.00
USAP	P506B	109809		Wire	1	9557	BMO HARRIS BANK NA		No	Yes	No	01/31/2025	11,439.93
USAP	P50630	109404	836694	Check	1	3584	INFOPRO LEGAL RESOURCES INC		Yes	Yes	Yes	01/24/2025	(2,497.50)
USAP	P50701	109448	836738	Check	1	11826	ACCESS LIFTS INC		Yes	Yes	No	01/03/2025	963.00
USAP	P50701	109443	836739	Check	1	11499	AQUA NORTH SOLUTIONS LLP		Yes	Yes	No	01/03/2025	3,947.00
USAP	P50701	109441	836740	Check	1	11204	ASLIS		Yes	Yes	No	01/03/2025	302.00
USAP	P50701	109444	836741	Check	1	11558	BATAGLIA, KATHERINE		Yes	Yes	No	01/03/2025	58.16
USAP	P50701	109468	836742	Check	1	7295	CENTURYLINK		Yes	Yes	No	01/03/2025	170.14
USAP	P50701	109469	836743	Check	1	7332	CENTURYLINK		Yes	Yes	No	01/03/2025	3,722.15
USAP	P50701	109473	836744	Check	1	8581	CIRILLO, MOLLY		Yes	Yes	No	01/03/2025	29.01
USAP	P50701	109451	836745	Check	1	1286	CUB FOODS		Yes	Yes	No	01/03/2025	53.90
USAP	P50701	109475	836746	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS		Yes	Yes	No	01/03/2025	8.96
USAP	P50701	109452	836747	Check	1	1357	EAGLE BLUFF ENVRMNTL LRNG CTR		Yes	Yes	No	01/03/2025	20,386.00
USAP	P50701	109453	836748	Check	1	1373	ELSMORE AQUATIC		Yes	Yes	No	01/03/2025	160.00
USAP	P50701	109445	836749	Check	1	11765	FLOURISH CONSULTING LLC		Yes	Yes	No	01/03/2025	9,000.00
USAP	P50701	109454	836750	Check	1	1483	GRAPHIC DESIGN INC		Yes	Yes	No	01/03/2025	302.00
USAP	P50701	109471	836751	Check	1	7862	GREEN COMPANIES LLC		Yes	No	No	01/03/2025	1,470.00
USAP	P50701	109463	836752	Check	1	3030	GROTH MUSIC		Yes	Yes	No	01/03/2025	476.53
USAP	P50701	109455	836753	Check	1	1550	H&B SPECIALIZED PRODUCTS INC		Yes	Yes	No	01/03/2025	10,000.00
USAP	P50701	109477	836754	Check	1	9998	HIRTE, DIANA		Yes	Yes	No	01/03/2025	275.00
USAP	P50701	109470	836755	Check	1	7721	R3 INNOVATIVE OFFICE SOLUTIONS		Yes	Yes	No	01/03/2025	317.31
USAP	P50701	109456	836756	Check	1	1679	R1 J.W. PEPPER & SON INC		Yes	Yes	No	01/03/2025	2.30
USAP	P50701	109450	836757	Check	1	11983	R16 KRISTYNA STOFFEL		Yes	Yes	No	01/03/2025	51.85
USAP	P50701	109442	836758	Check	1	11261	R2 LAFORCE LLC		Yes	Yes	No	01/03/2025	525.00
USAP	P50701	109458	836759	Check	1	1891	MASBO		Yes	Yes	No	01/03/2025	125.00
USAP	P50701	109476	836760	Check	1	9188	MIKLA, KATIE		Yes	Yes	No	01/03/2025	27.54
USAP	P50701	109459	836761	Check	1	1977	MINNESOTA COACHES INC		Yes	Yes	No	01/03/2025	1,327.35

HASTINGS PUBLIC SCHOOLS

Payment Reg by Bank and Check

											Pay/Void			
Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Date	Amount	
USAP	P50701	109460	836762	Check	1	1988	MINNESOTA HISTORICAL SOCIETY		Yes	Yes	No	01/03/2025	250.00	
USAP	P50701	109447	836763	Check	1	11784	MNSAA		Yes	No	No	01/03/2025	150.00	
USAP	P50701	109457	836764	Check	1	1882	OFFICE OF MN IT SERVICES		Yes	Yes	No	01/03/2025	88.20	
USAP	P50701	109464	836765	Check	1	3070	PINECREST PETTY CASH ACCOUNT		Yes	Yes	No	01/03/2025	480.38	
USAP	P50701	109474	836766	Check	1	8834	R1 RAPTOR		Yes	Yes	No	01/03/2025	4,170.00	
USAP	P50701	109446	836767	Check	1	11776	REARDON, JOSEPH		Yes	Yes	No	01/03/2025	97.35	
USAP	P50701	109466	836768	Check	1	5553	RENNEBERG HARDWOODS INC		Yes	Yes	No	01/03/2025	1,110.80	
USAP	P50701	109465	836769	Check	1	4344	ROWAN, MARY		Yes	No	No	01/03/2025	19.77	
USAP	P50701	109449	836770	Check	1	11983	R15 SHAMAS KIANA		Yes	Yes	No	01/03/2025	93.10	
USAP	P50701	109472	836771	Check	1	8225	SHELHAMER, JODI		Yes	Yes	No	01/03/2025	94.54	
USAP	P50701	109461	836772	Check	1	2387	SHERWIN WILLIAMS CO		Yes	Yes	No	01/03/2025	52.88	
USAP	P50701	109462	836773	Check	1	2559	TRIO SUPPLY		Yes	Yes	No	01/03/2025	713.57	
USAP	P50701	109467	836774	Check	1	5557	R1 ULINE SHIPPING SUPPLIES		Yes	Yes	No	01/03/2025	210.35	
USAP	P50702	109537	836775	Check	1	6123	ANOKA-HENNEPIN ISD #11		Yes	Yes	No	01/10/2025	300.00	
USAP	P50702	109517	836776	Check	1	12064	BELLE CREEK PROPERTIES		Yes	Yes	No	01/10/2025	120.00	
USAP	P50702	109534	836777	Check	1	5078	BREDEMUS HARDWARE CO INC		Yes	Yes	No	01/10/2025	192.93	
USAP	P50702	109542	836778	Check	1	8741	CLARK, JAMIE		Yes	Yes	No	01/10/2025	43.69	
USAP	P50702	109518	836779	Check	1	1240	CLIMB THEATRE INC.		Yes	Yes	No	01/10/2025	2,000.00	
USAP	P50702	109513	836780	Check	1	12002	COLUMN SOFTWARE PBC		Yes	Yes	No	01/10/2025	240.70	
USAP	P50702	109519	836781	Check	1	1251	COMMERCIAL KITCHEN SERVICES		Yes	Yes	No	01/10/2025	3,838.68	
USAP	P50702	109520	836782	Check	1	1257	COMPUTER INTEGRATION TECHNOLO		Yes	Yes	No	01/10/2025	127,633.00	
USAP	P50702	109538	836783	Check	1	6745	CULLIGAN OF STILLWATER		Yes	Yes	No	01/10/2025	447.55	
USAP	P50702	109516	836784	Check	1	12063	EASTVIEW WRESTLING		Yes	Yes	No	01/10/2025	260.00	
USAP	P50702	109539	836785	Check	1	7125	ELECTRONIC DESIGN COMPANY		Yes	Yes	No	01/10/2025	278.50	
USAP	P50702	109543	836786	Check	1	9123	GOODHUE COUNTY ED DISTRICT 6051		Yes	Yes	No	01/10/2025	12,997.06	
USAP	P50702	109533	836787	Check	1	4980	HANSON, TRENT		Yes	Yes	No	01/10/2025	510.26	
USAP	P50702	109521	836788	Check	1	1555	R1 HAWKINS, INC.		Yes	Yes	No	01/10/2025	455.92	
USAP	P50702	109512	836789	Check	1	11943	IMPERIAL DADE		Yes	Yes	No	01/10/2025	1,482.71	
USAP	P50702	109540	836790	Check	1	7721	R3 INNOVATIVE OFFICE SOLUTIONS		Yes	Yes	No	01/10/2025	189.82	
USAP	P50702	109523	836791	Check	1	1670	INVER HILLS COMMUNITY COLLEGE		Yes	Yes	No	01/10/2025	104,326.31	
USAP	P50702	109536	836792	Check	1	5828	JIM CARLSON LEASING CO.		Yes	Yes	No	01/10/2025	710.00	
USAP	P50702	109514	836793	Check	1	12020	KUMMER, JUSTIN		Yes	Yes	No	01/10/2025	37.79	
USAP	P50702	109541	836794	Check	1	8342	M JUDGE ELECTRIC LLC		Yes	Yes	No	01/10/2025	1,023.00	
USAP	P50702	109508	836795	Check	1	11295	MAJESKI PLUMBING INC		Yes	Yes	No	01/10/2025	202.50	
USAP	P50702	109524	836796	Check	1	1891	MASBO		Yes	Yes	No	01/10/2025	125.00	
USAP	P50702	109506	836797	Check	1	11084	GERASCH, LIZA		Yes	Yes	No	01/10/2025	195.51	
USAP	P50702	109503	836798	Check	1	10721	R4 NORTHFIELD SOLAR LLC		Yes	Yes	No	01/10/2025	19,958.61	
USAP	P50702	109525	836799	Check	1	2146	ORKIN PEST CONTROL INC.		Yes	Yes	No	01/10/2025	1,161.75	

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	Void	Pay/Void		Amount
												Date		
USAP	P50702	109526	836800	Check	1	2163	R1	PAN-O-GOLD BAKING CO		Yes	Yes	No	01/10/2025	1,032.40
USAP	P50702	109510	836801	Check	1	11738		PARTNERED LLC		Yes	Yes	No	01/10/2025	900.00
USAP	P50702	109511	836802	Check	1	11871		RABAEY, JOE		Yes	Yes	No	01/10/2025	161.24
USAP	P50702	109530	836803	Check	1	2819		REPUBLIC SERVICES #923		Yes	Yes	No	01/10/2025	12,073.89
USAP	P50702	109509	836804	Check	1	11587		SAFEWAY DRIVING SCHOOL		Yes	No	No	01/10/2025	1,440.00
USAP	P50702	109527	836805	Check	1	2341		SCHINDLER ELEVATOR CORP.		Yes	Yes	No	01/10/2025	9,449.00
USAP	P50702	109535	836806	Check	1	5445	r2	SUMMIT FIRE PROTECTION		Yes	Yes	No	01/10/2025	4,482.00
USAP	P50702	109507	836807	Check	1	11169		TECH ACADEMY/THOMSEN SYSTEMS		Yes	No	No	01/10/2025	45.00
USAP	P50702	109522	836808	Check	1	1575		TESSIER-MORSE, HAILEN		Yes	No	No	01/10/2025	34.84
USAP	P50702	109528	836809	Check	1	2548	R1	T-MOBILE		Yes	Yes	No	01/10/2025	60.00
USAP	P50702	109531	836810	Check	1	3649		TOTAL MECHANICAL SERVICES, INC		Yes	Yes	No	01/10/2025	5,738.50
USAP	P50702	109515	836811	Check	1	12056		VEDDERS, MARIAH		Yes	No	No	01/10/2025	14.47
USAP	P50702	109504	836812	Check	1	10722	R4	WALCOTT SOLAR LLC		Yes	Yes	No	01/10/2025	9,868.48
USAP	P50702	109505	836813	Check	1	10723	R4	WARSAW SOLAR LLC		Yes	Yes	No	01/10/2025	8,718.18
USAP	P50702	109532	836814	Check	1	4588		WERNER IMPLEMENT INC		Yes	Yes	No	01/10/2025	189.66
USAP	P50702	109529	836815	Check	1	2658		WILLIAMS, MELISSA		Yes	Yes	No	01/10/2025	50.52
USAP	P50715	109616	836816	Check	1	5510		ACCELERATED TECHNOLOGIES		Yes	Yes	No	01/15/2025	337.45
USAP	P50715	109578	836817	Check	1	11826		ACCESS LIFTS INC		Yes	Yes	No	01/15/2025	300.00
USAP	P50715	109552	836818	Check	1	1012		ACCLAIM SERVICES, INC		Yes	Yes	No	01/15/2025	912.50
USAP	P50715	109557	836819	Check	1	10604	R1	ACCUTRAIN CORP		Yes	Yes	No	01/15/2025	535.00
USAP	P50715	109558	836820	Check	1	10630		ALL STRINGS ATTACHED		Yes	Yes	No	01/15/2025	14,823.54
USAP	P50715	109563	836821	Check	1	11213		ANDERSON, ERIN		Yes	Yes	No	01/15/2025	303.24
USAP	P50715	109569	836822	Check	1	1156		BIX PRODUCE COMPANY LLC		Yes	Yes	No	01/15/2025	2,315.73
USAP	P50715	109617	836823	Check	1	5997	R1	BRAINPOP LLC		Yes	Yes	No	01/15/2025	3,030.00
USAP	P50715	109586	836824	Check	1	12067		BREAKDOWN SPORTS USA		Yes	Yes	No	01/15/2025	125.00
USAP	P50715	109626	836825	Check	1	7937		BROTHERS FIRE & SECURITY		Yes	Yes	No	01/15/2025	3,153.55
USAP	P50715	109628	836826	Check	1	8681		CANVAS HEALTH		Yes	Yes	No	01/15/2025	6,153.77
USAP	P50715	109615	836827	Check	1	4811		CENTER FOR EFFECTIVE SCHOOL OPI		Yes	Yes	No	01/15/2025	9,435.00
USAP	P50715	109625	836828	Check	1	7911		CENTURYLINK		Yes	Yes	No	01/15/2025	80.52
USAP	P50715	109564	836829	Check	1	11236		CHORDS AND BOARDS LLC		Yes	Yes	No	01/15/2025	140.00
USAP	P50715	109618	836830	Check	1	6687		CLARK, DAVID		Yes	Yes	No	01/15/2025	54.01
USAP	P50715	109587	836831	Check	1	1251		COMMERCIAL KITCHEN SERVICES		Yes	Yes	No	01/15/2025	140.00
USAP	P50715	109588	836832	Check	1	1257		COMPUTER INTEGRATION TECHNOLO		Yes	Yes	No	01/15/2025	742.50
USAP	P50715	109579	836833	Check	1	11846		CONQUER NINJA GYMS-ROSEMOUNT		Yes	No	No	01/15/2025	477.60
USAP	P50715	109553	836834	Check	1	10245		CSTMN LLC		Yes	Yes	No	01/15/2025	18,968.63
USAP	P50715	109589	836835	Check	1	1286		CUB FOODS		Yes	No	No	01/15/2025	80.78
USAP	P50715	109632	836836	Check	1	9028		DAKOTA COUNTY FINANCIAL SERVICE		Yes	Yes	No	01/15/2025	1,147.00
USAP	P50715	109570	836837	Check	1	11584		DASH SPORTS LLC		Yes	Yes	No	01/15/2025	2,660.00

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	P50715	109630	836838	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS		Yes	Yes	No	01/15/2025		1,198.97
USAP	P50715	109631	836839	Check	1	8840	R2 DEFINITIVE TECHNOLOGY SOLUTIONS		Yes	No	No	01/15/2025		238.16
USAP	P50715	109590	836840	Check	1	1319	DEMCO		Yes	No	No	01/15/2025		143.26
USAP	P50715	109559	836841	Check	1	10860	DEPARTMENT OF TRANSPORTATION		Yes	Yes	No	01/15/2025		743.00
USAP	P50715	109629	836842	Check	1	8731	EDEN PRAIRIE HIGH SCHOOL		Yes	No	No	01/15/2025		250.00
USAP	P50715	109621	836843	Check	1	7631	EF EDUCATIONAL TOURS		Yes	Yes	No	01/15/2025		272.83
USAP	P50715	109580	836844	Check	1	11858	FAMILY ACHIEVEMENT CENTER		Yes	Yes	No	01/15/2025		4,966.13
USAP	P50715	109554	836845	Check	1	10358	FARMINGTON HIGH SCHOOL		Yes	No	No	01/15/2025		200.00
USAP	P50715	109573	836846	Check	1	11613	R2 FLOSPORTS, INC.		Yes	Yes	No	01/15/2025		50.00
USAP	P50715	109637	836847	Check	1	9863	R2 GENUINE PARTS COMPANY		Yes	Yes	No	01/15/2025		11.12
USAP	P50715	109592	836848	Check	1	1482	GRAINGER, W.W..		Yes	Yes	No	01/15/2025		2,015.39
USAP	P50715	109609	836849	Check	1	3030	GROTH MUSIC		Yes	Yes	No	01/15/2025		51.49
USAP	P50715	109614	836850	Check	1	3718	HASTINGS PARKS & RECREATION		Yes	Yes	No	01/15/2025		21,501.30
USAP	P50715	109619	836851	Check	1	7592	R1 HILDI INC		Yes	Yes	No	01/15/2025		18,400.00
USAP	P50715	109593	836852	Check	1	1582	HILLYARD INC-MINNEAPOLIS		Yes	Yes	No	01/15/2025		426.47
USAP	P50715	109633	836853	Check	1	9329	HOMETOWN ACE HARDWARE		Yes	Yes	No	01/15/2025		684.17
USAP	P50715	109612	836854	Check	1	3578	HOPKINS HIGH SCHOOL		Yes	No	No	01/15/2025		250.00
USAP	P50715	109596	836855	Check	1	1845	HORIZON COMMERCIAL POOL SUPPLY		Yes	Yes	No	01/15/2025		3,756.76
USAP	P50715	109581	836856	Check	1	11943	IMPERIAL DADE		Yes	Yes	No	01/15/2025		2,505.15
USAP	P50715	109562	836857	Check	1	11207	INFINITE HEALTH COLLABORATIVE		Yes	Yes	No	01/15/2025		1,200.00
USAP	P50715	109613	836858	Check	1	3584	INFOPRO LEGAL RESOURCES INC		Yes	Yes	No	01/15/2025		1,387.50
USAP	P50715	109622	836859	Check	1	7721	R3 INNOVATIVE OFFICE SOLUTIONS		Yes	Yes	No	01/15/2025		4,166.50
USAP	P50715	109583	836860	Check	1	12051	INSIGHT RESTORATION		Yes	Yes	No	01/15/2025		11,387.86
USAP	P50715	109594	836861	Check	1	1665	INTERMEDIATE SCHOOL DIST 917		Yes	Yes	No	01/15/2025		8,283.58
USAP	P50715	109595	836862	Check	1	1679	R1 J.W. PEPPER & SON INC		Yes	Yes	No	01/15/2025		487.58
USAP	P50715	109620	836863	Check	1	7606	JACOBSEN, JAMES		Yes	Yes	No	01/15/2025		487.94
USAP	P50715	109574	836864	Check	1	11726	JOHNSON, STEFANIE		Yes	Yes	No	01/15/2025		22.91
USAP	P50715	109610	836865	Check	1	3071	KENNEDY PETTY CASH ACCOUNT		Yes	Yes	No	01/15/2025		393.73
USAP	P50715	109634	836866	Check	1	9459	R1 KONICA MINOLTA/LOFFLER		Yes	Yes	No	01/15/2025		2,054.00
USAP	P50715	109565	836867	Check	1	11261	R2 LAFORCE LLC		Yes	Yes	No	01/15/2025		331.00
USAP	P50715	109635	836868	Check	1	9776	R1 LOFFLER COMPANIES		Yes	Yes	No	01/15/2025		2,154.50
USAP	P50715	109567	836869	Check	1	11406	LOFGREN, KAREN		Yes	Yes	No	01/15/2025		31.98
USAP	P50715	109572	836870	Check	1	11589	r1 LVC COMPANIES INC		Yes	No	No	01/15/2025		232.50
USAP	P50715	109627	836871	Check	1	8622	MAHTOMEDI HIGH SCHOOL		Yes	No	No	01/15/2025		352.00
USAP	P50715	109597	836872	Check	1	1876	MALLOY, MONTAGUE, KARNOWSKI,		Yes	Yes	No	01/15/2025		2,605.00
USAP	P50715	109598	836873	Check	1	1942	MENARDS		Yes	Yes	No	01/15/2025		353.30
USAP	P50715	109599	836874	Check	1	1977	MINNESOTA COACHES INC		Yes	Yes	No	01/15/2025		498,356.34
USAP	P50715	109556	836875	Check	1	10500	R4 MRI SOFTWARE LLC		Yes	Yes	No	01/15/2025		10.00

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	P50715	109607	836876	Check	1	2795	MTI DISTRIBUTING, INC.		Yes	Yes	No	01/15/2025		2,666.71
USAP	P50715	109624	836877	Check	1	7883	R1 NAC MECHANICAL & ELECRICAL SERV		Yes	Yes	No	01/15/2025		320.00
USAP	P50715	109577	836878	Check	1	11771	NOVA EDUCATION CONSULTANTS		Yes	Yes	No	01/15/2025		982.50
USAP	P50715	109560	836879	Check	1	11186	R2 PERFORMANCE FOOD SERVICE		Yes	Yes	No	01/15/2025		5,727.04
USAP	P50715	109566	836880	Check	1	11316	PINE ISLAND HIGH SCHOOL		Yes	Yes	No	01/15/2025		350.00
USAP	P50715	109585	836881	Check	1	12065	R1 POCKETALK INC		Yes	Yes	No	01/15/2025		1,720.00
USAP	P50715	109600	836882	Check	1	2219	POSTMASTER		Yes	Yes	No	01/15/2025		1,484.99
USAP	P50715	109575	836883	Check	1	11740	PRAIRIE FARMS - WOODBOURY, MN		Yes	Yes	No	01/15/2025		7,239.59
USAP	P50715	109591	836884	Check	1	1480	RYAN & GORDYS GLASS INC		Yes	Yes	No	01/15/2025		559.30
USAP	P50715	109601	836885	Check	1	2318	SADDLEBACK EDUCATIONAL		Yes	Yes	No	01/15/2025		2,083.90
USAP	P50715	109571	836886	Check	1	11587	SAFEWAY DRIVING SCHOOL		Yes	No	No	01/15/2025		2,520.00
USAP	P50715	109606	836887	Check	1	2704	R2 SCHOLASTIC MAGAZINES		Yes	Yes	No	01/15/2025		164.84
USAP	P50715	109608	836888	Check	1	2850	R1 SCHOOL SPECIALTY		Yes	Yes	No	01/15/2025		495.14
USAP	P50715	109561	836889	Check	1	11196	R1 SHRED IT USA - C/O STERICYCLE INC.		Yes	Yes	No	01/15/2025		104.45
USAP	P50715	109584	836890	Check	1	12062	SMIRTHWAITE USA LLC		Yes	No	No	01/15/2025		478.72
USAP	P50715	109623	836891	Check	1	7873	ST. MICHAEL-ALBERTVILLE		Yes	Yes	No	01/15/2025		250.00
USAP	P50715	109576	836892	Check	1	11768	R1 TAHER INC		Yes	Yes	No	01/15/2025		14,375.00
USAP	P50715	109582	836893	Check	1	11982	R5 TERESA WICKBOLDT		Yes	Yes	No	01/15/2025		3.99
USAP	P50715	109602	836894	Check	1	2559	TRIO SUPPLY		Yes	Yes	No	01/15/2025		3,406.22
USAP	P50715	109603	836895	Check	1	2563	TROPHIES PLUS		Yes	Yes	No	01/15/2025		827.00
USAP	P50715	109636	836896	Check	1	9850	TWIN CITY FILTER SERVICE INC		Yes	Yes	No	01/15/2025		640.50
USAP	P50715	109568	836897	Check	1	11525	R1 TWO RIVERS BOYS SWIM & DIVE		Yes	No	No	01/15/2025		150.00
USAP	P50715	109604	836898	Check	1	2567	U.S. BANK		Yes	Yes	No	01/15/2025		512.50
USAP	P50715	109611	836899	Check	1	3277	UPPER LAKES FOODS, INC		Yes	Yes	No	01/15/2025		35,938.46
USAP	P50715	109555	836900	Check	1	10452	WAYNE PETERSON ENTERPRISES		Yes	Yes	No	01/15/2025		1,438.20
USAP	P50715	109605	836901	Check	1	2633	ZAYO GROUP HOLDINGS INC		Yes	Yes	No	01/15/2025		3,954.08
USAP	P50703	109661	836902	Check	1	10630	ALL STRINGS ATTACHED		Yes	Yes	No	01/17/2025		112.50
USAP	P50703	109663	836903	Check	1	10919	R1 ARVIG		Yes	Yes	No	01/17/2025		1,205.95
USAP	P50703	109670	836904	Check	1	3354	BLOOMINGTON KENNEDY HIGH SCHOI		Yes	No	No	01/17/2025		200.00
USAP	P50703	109666	836905	Check	1	1286	CUB FOODS		Yes	No	No	01/17/2025		13.00
USAP	P50703	109673	836906	Check	1	9804	DAVIS, HEATHER		Yes	Yes	No	01/17/2025		148.34
USAP	P50703	109672	836907	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS		Yes	Yes	No	01/17/2025		788.05
USAP	P50703	109671	836908	Check	1	7721	R3 INNOVATIVE OFFICE SOLUTIONS		Yes	Yes	No	01/17/2025		420.77
USAP	P50703	109667	836909	Check	1	1679	R1 J.W. PEPPER & SON INC		Yes	Yes	No	01/17/2025		94.40
USAP	P50703	109668	836910	Check	1	1915	MCGINNIS, PETER		Yes	No	No	01/17/2025		23.24
USAP	P50703	109664	836911	Check	1	11373	ROBERTSON, SAM		Yes	No	No	01/17/2025		41.41
USAP	P50703	109662	836912	Check	1	10908	R1 SPHERO INC		Yes	Yes	No	01/17/2025		3,053.07
USAP	P50703	109669	836913	Check	1	2548	R1 T-MOBILE		Yes	Yes	No	01/17/2025		145.70

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	P50703	109665	836914	Check	1	12056	VEDDERS, MARIAH		Yes	No	No	01/17/2025		11.76
USAP	P50704	109700	836915	Check	1	11843	AASPA		Yes	No	No	01/24/2025		275.00
USAP	P50704	109695	836916	Check	1	10701	BTR OF MINNESOTA LLC		Yes	No	No	01/24/2025		546.75
USAP	P50704	109705	836917	Check	1	1235	CITY OF HASTINGS		Yes	Yes	No	01/24/2025		7,176.27
USAP	P50704	109693	836918	Check	1	10278	R1 DECKER		Yes	No	No	01/24/2025		2,459.15
USAP	P50704	109715	836919	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS		Yes	Yes	No	01/24/2025		584.58
USAP	P50704	109713	836920	Check	1	6366	DIETZ, ERIK		Yes	No	No	01/24/2025		320.46
USAP	P50704	109699	836921	Check	1	11483	DORAN, SCOTT		Yes	Yes	No	01/24/2025		243.38
USAP	P50704	109701	836922	Check	1	11938	R1 GREAT MINDS PBC		Yes	No	No	01/24/2025		1,998.46
USAP	P50704	109706	836923	Check	1	1522	HASTINGS AREA CHAMBER OF COMME		Yes	No	No	01/24/2025		120.00
USAP	P50704	109694	836924	Check	1	10645	HOFMEISTER, KRISTEN		Yes	No	No	01/24/2025		109.08
USAP	P50704	109712	836925	Check	1	3584	INFOPRO LEGAL RESOURCES INC		Yes	No	No	01/24/2025		2,497.50
USAP	P50704	109707	836926	Check	1	1679	R1 J.W. PEPPER & SON INC		Yes	No	No	01/24/2025		70.00
USAP	P50704	109714	836927	Check	1	7606	JACOBSEN, JAMES		Yes	No	No	01/24/2025		707.94
USAP	P50704	109708	836928	Check	1	1946	MESPA		Yes	Yes	No	01/24/2025		500.00
USAP	P50704	109702	836929	Check	1	11971	MNPROV		Yes	No	No	01/24/2025		2,000.00
USAP	P50704	109703	836930	Check	1	12037	RED WING MUSIC LLC		Yes	Yes	No	01/24/2025		75.00
USAP	P50704	109704	836931	Check	1	12041	SANVILLE, BRYCE		Yes	Yes	No	01/24/2025		56.93
USAP	P50704	109696	836932	Check	1	10706	SOUTH VIEW MIDDLE SCHOOL		Yes	No	No	01/24/2025		200.00
USAP	P50704	109709	836933	Check	1	2476	STERNAU & ASSOCIATES		Yes	No	No	01/24/2025		1,440.00
USAP	P50704	109697	836934	Check	1	10898	R1 SYMMETRY ENERGY SOLUTIONS		Yes	No	No	01/24/2025		20,166.13
USAP	P50704	109710	836935	Check	1	2522	TERRY'S HARDWARE		Yes	Yes	No	01/24/2025		373.03
USAP	P50704	109698	836936	Check	1	11378	THE JOURNAL		Yes	No	No	01/24/2025		472.18
USAP	P50704	109711	836937	Check	1	2663	WOLD ARCHITECTS AND ENGNRS INC		Yes	No	No	01/24/2025		7,291.51
USAP	P50730	109744	836938	Check	1	11993	AGPARTS WORLDWIDE INC		Yes	No	No	01/31/2025		1,995.00
USAP	P50730	109723	836939	Check	1	10630	ALL STRINGS ATTACHED		Yes	No	No	01/31/2025		112.50
USAP	P50730	109729	836940	Check	1	11213	ANDERSON, ERIN		Yes	No	No	01/31/2025		57.75
USAP	P50730	109749	836941	Check	1	12075	BEAVER, SAMANTHA		Yes	No	No	01/31/2025		157.64
USAP	P50730	109801	836942	Check	1	9953	BEHNKE, KERI		Yes	No	No	01/31/2025		56.42
USAP	P50730	109733	836943	Check	1	1156	BIX PRODUCE COMPANY LLC		Yes	No	No	01/31/2025		5,838.40
USAP	P50730	109743	836944	Check	1	11990	BYTESPEED LLC		Yes	No	No	01/31/2025		285.60
USAP	P50730	109789	836945	Check	1	8241	R1 CAPSTONE PUBLISHERS		Yes	No	No	01/31/2025		798.00
USAP	P50730	109751	836946	Check	1	1214	CDW GOVERNMENT		Yes	No	No	01/31/2025		16,081.24
USAP	P50730	109776	836947	Check	1	3748	CENTERPOINT ENERGY		Yes	No	No	01/31/2025		29,193.01
USAP	P50730	109785	836948	Check	1	7332	CENTURYLINK		Yes	No	No	01/31/2025		3,726.38
USAP	P50730	109745	836949	Check	1	11998	CHERRY, ALYSSA		Yes	No	No	01/31/2025		25.06
USAP	P50730	109770	836950	Check	1	2884	CHILDREN'S THEATRE		Yes	No	No	01/31/2025		904.00
USAP	P50730	109752	836951	Check	1	1251	COMMERCIAL KITCHEN SERVICES		Yes	No	No	01/31/2025		94.76

HASTINGS PUBLIC SCHOOLS
Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void		Amount
												Date		
USAP	P50730	109724	836952	Check	1	10730	COMMUNITIES IN SCHOOLS OF THE TV		Yes	No	No	01/31/2025		16,250.00
USAP	P50730	109753	836953	Check	1	1286	CUB FOODS		Yes	No	No	01/31/2025		14.38
USAP	P50730	109798	836954	Check	1	9747	R1 CULINEX		Yes	No	No	01/31/2025		146,900.38
USAP	P50730	109732	836955	Check	1	11555	CUSTOM COMMUNICATIONS INC		Yes	No	No	01/31/2025		246.48
USAP	P50730	109791	836956	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS		Yes	No	No	01/31/2025		90.87
USAP	P50730	109754	836957	Check	1	1319	DEMCO		Yes	No	No	01/31/2025		498.44
USAP	P50730	109725	836958	Check	1	10787	DOWNTOWN TIRE AND AUTO INC		Yes	No	No	01/31/2025		153.79
USAP	P50730	109797	836959	Check	1	9593	DREAMSCAPES BY KRISTI		Yes	No	No	01/31/2025		210.00
USAP	P50730	109782	836960	Check	1	5907	R1 DULUTH BOYS SWIM & DIVE TEAM		Yes	No	No	01/31/2025		150.00
USAP	P50730	109777	836961	Check	1	3800	FOX, MARY ELLEN		Yes	No	No	01/31/2025		113.46
USAP	P50730	109800	836962	Check	1	9863	R2 GENUINE PARTS COMPANY		Yes	No	No	01/31/2025		226.99
USAP	P50730	109755	836963	Check	1	1482	GRAINGER, W.W..		Yes	No	No	01/31/2025		1,551.62
USAP	P50730	109756	836964	Check	1	1483	GRAPHIC DESIGN INC		Yes	No	No	01/31/2025		826.00
USAP	P50730	109741	836965	Check	1	11938	R1 GREAT MINDS PBC		Yes	No	No	01/31/2025		8,400.00
USAP	P50730	109772	836966	Check	1	3030	GROTH MUSIC		Yes	No	No	01/31/2025		378.05
USAP	P50730	109735	836967	Check	1	11701	HARRIS, BRIGGAN		Yes	No	No	01/31/2025		62.90
USAP	P50730	109757	836968	Check	1	1582	HILLYARD INC-MINNEAPOLIS		Yes	No	No	01/31/2025		271.50
USAP	P50730	109728	836969	Check	1	11193	HIRSCHAUER, BRITTNEY		Yes	No	No	01/31/2025		20.00
USAP	P50730	109722	836970	Check	1	10420	HOPE ENGLISH-SPANISH INTERPRETE		Yes	No	No	01/31/2025		2,688.00
USAP	P50730	109742	836971	Check	1	11943	IMPERIAL DADE		Yes	No	No	01/31/2025		7,085.56
USAP	P50730	109775	836972	Check	1	3584	INFOPRO LEGAL RESOURCES INC		Yes	No	No	01/31/2025		2,775.00
USAP	P50730	109787	836973	Check	1	7721	R3 INNOVATIVE OFFICE SOLUTIONS		Yes	No	No	01/31/2025		8,326.17
USAP	P50730	109758	836974	Check	1	1665	INTERMEDIATE SCHOOL DIST 917		Yes	No	No	01/31/2025		312,142.36
USAP	P50730	109759	836975	Check	1	1679	R1 J.W. PEPPER & SON INC		Yes	No	No	01/31/2025		90.99
USAP	P50730	109740	836976	Check	1	11907	JACKSON, MELISSA		Yes	No	No	01/31/2025		140.21
USAP	P50730	109783	836977	Check	1	6681	KENNEDY & GRAVEN, CHARTERD		Yes	No	No	01/31/2025		3,528.00
USAP	P50730	109773	836978	Check	1	3071	KENNEDY PETTY CASH ACCOUNT		Yes	No	No	01/31/2025		420.52
USAP	P50730	109784	836979	Check	1	6786	KOEHLER & DRAMM		Yes	No	No	01/31/2025		301.62
USAP	P50730	109730	836980	Check	1	11261	R2 LAFORCE LLC		Yes	No	No	01/31/2025		790.00
USAP	P50730	109750	836981	Check	1	12078	LENERTZ, SIMONE		Yes	No	No	01/31/2025		47.16
USAP	P50730	109792	836982	Check	1	8950	LUCID DATA CORP		Yes	No	No	01/31/2025		3,776.00
USAP	P50730	109760	836983	Check	1	1863	MACKIN EDUCATIONAL RESOURCES		Yes	No	No	01/31/2025		3,481.70
USAP	P50730	109790	836984	Check	1	8622	MAHTOMEDI HIGH SCHOOL		Yes	No	No	01/31/2025		528.00
USAP	P50730	109762	836985	Check	1	1942	MENARDS		Yes	No	No	01/31/2025		27.15
USAP	P50730	109763	836986	Check	1	1977	MINNESOTA COACHES INC		Yes	No	No	01/31/2025		990.50
USAP	P50730	109778	836987	Check	1	4497	MINNESOTA TRUE TEAM TRACK		Yes	No	No	01/31/2025		200.00
USAP	P50730	109731	836988	Check	1	11530	MOORE, CHRISTOPHER		Yes	No	No	01/31/2025		43.99
USAP	P50730	109780	836989	Check	1	5717	NORTHEAST METRO DISTRICT 916		Yes	No	No	01/31/2025		2,640.00

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	P50730	109738	836990	Check	1	11771	NOVA EDUCATION CONSULTANTS		Yes	No	No	01/31/2025		1,245.00
USAP	P50730	109761	836991	Check	1	1882	OFFICE OF MN IT SERVICES		Yes	No	No	01/31/2025		25.20
USAP	P50730	109764	836992	Check	1	2163	R1 PAN-O-GOLD BAKING CO		Yes	No	No	01/31/2025		1,530.80
USAP	P50730	109726	836993	Check	1	11186	R2 PERFORMANCE FOOD SERVICE		Yes	No	No	01/31/2025		8,649.54
USAP	P50730	109721	836994	Check	1	10326	POELLINGER, KRISTIN		Yes	No	No	01/31/2025		18.10
USAP	P50730	109736	836995	Check	1	11740	PRAIRIE FARMS - WOODBOURY, MN		Yes	No	No	01/31/2025		12,138.10
USAP	P50730	109781	836996	Check	1	5866	REGENFUSS, KATIE		Yes	No	No	01/31/2025		111.07
USAP	P50730	109765	836997	Check	1	2267	REGION V COMPUTER SERVICES		Yes	No	No	01/31/2025		13,094.00
USAP	P50730	109788	836998	Check	1	7918	RIESTER REFRIGERATION		Yes	No	No	01/31/2025		866.00
USAP	P50730	109795	836999	Check	1	9479	R1 SAF-GARD SAFETY SHOE CO		Yes	No	No	01/31/2025		84.99
USAP	P50730	109794	837000	Check	1	9439	SCHERPING, ROSS OR KATIE		Yes	No	No	01/31/2025		241.94
USAP	P50730	109771	837001	Check	1	3029	SCHMITT MUSIC		Yes	No	No	01/31/2025		122.00
USAP	P50730	109737	837002	Check	1	11745	SCHREIBER MULLANEY CONSTRUCTIC		Yes	No	No	01/31/2025		12,978.15
USAP	P50730	109766	837003	Check	1	2387	SHERWIN WILLIAMS CO		Yes	No	No	01/31/2025		74.06
USAP	P50730	109793	837004	Check	1	9423	SMILEY, MICHAEL		Yes	No	No	01/31/2025		221.94
USAP	P50730	109734	837005	Check	1	11622	R1 SPECIAL OLYMPICS MINNESOTA		Yes	No	No	01/31/2025		735.00
USAP	P50730	109747	837006	Check	1	12071	STENGER, SARA		Yes	No	No	01/31/2025		86.08
USAP	P50730	109779	837007	Check	1	5445	r2 SUMMIT FIRE PROTECTION		Yes	No	No	01/31/2025		304.00
USAP	P50730	109739	837008	Check	1	1188	TAYLOR MUSIC		Yes	No	No	01/31/2025		790.00
USAP	P50730	109746	837009	Check	1	12034	TEACHERS ON CALL, INC		Yes	No	No	01/31/2025		1,299.04
USAP	P50730	109799	837010	Check	1	9831	THE MATH LEARNING CENTER		Yes	No	No	01/31/2025		1,900.00
USAP	P50730	109767	837011	Check	1	2559	TRIO SUPPLY		Yes	No	No	01/31/2025		3,071.53
USAP	P50730	109786	837012	Check	1	7490	UNIVERSITY LANGUAGE CTR INC		Yes	No	No	01/31/2025		210.15
USAP	P50730	109774	837013	Check	1	3277	UPPER LAKES FOODS, INC		Yes	No	No	01/31/2025		64,384.06
USAP	P50730	109727	837014	Check	1	11187	R1 VISTAR		Yes	No	No	01/31/2025		4,873.95
USAP	P50730	109768	837015	Check	1	2630	WELCH VILLAGE SKI INC.		Yes	No	No	01/31/2025		468.00
USAP	P50730	109796	837016	Check	1	9481	WELCH, MARISSA		Yes	No	No	01/31/2025		99.00
USAP	P50730	109748	837017	Check	1	12074	WESTBY, ALEXANDRA		Yes	No	No	01/31/2025		210.32
USAP	P50730	109769	837018	Check	1	2687	YOUTH FRONTIERS, INC.		Yes	No	No	01/31/2025		5,800.00

Bank Total: \$6,466,276.06

Report Total: \$6,466,317.64

HASTINGS PUBLIC SCHOOLS

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
USPR	p257p1	109431		Wire	1	10929	EDUCATORS BENEFIT CONSULTANTS		No	Yes	No	01/03/2025	70,952.82
USPR	p257p1	109432		Wire	1	1984	MINNESOTA DEPT. OF REVENUE		No	Yes	No	01/03/2025	57,223.44
USPR	p257p1	109433		Wire	1	2016	MN TRA		No	Yes	No	01/03/2025	187,173.30
USPR	p257p1	109434		Wire	1	2705	EFTPS - TAX PAYMENT		No	Yes	No	01/03/2025	344,484.73
USPR	p257p1	109435		Wire	1	3880	MII LIFE		No	Yes	No	01/03/2025	0.00
USPR	p257p1	109436		Wire	1	7771	MINNESOTA PERA (WIRE TRANSFER)		No	Yes	No	01/03/2025	64,327.45
USPR	p257p1	109479		Wire	1	1984	MINNESOTA DEPT. OF REVENUE		No	Yes	No	01/07/2025	571.22
USPR	p257p1	109480		Wire	1	2705	EFTPS - TAX PAYMENT		No	Yes	No	01/07/2025	2,797.61
USPR	p257p2	109644		Wire	1	10929	EDUCATORS BENEFIT CONSULTANTS		No	Yes	No	01/17/2025	69,567.40
USPR	p257p2	109645		Wire	1	1984	MINNESOTA DEPT. OF REVENUE		No	Yes	No	01/17/2025	49,200.16
USPR	p257p2	109646		Wire	1	2016	MN TRA		No	Yes	No	01/17/2025	179,196.44
USPR	p257p2	109647		Wire	1	2705	EFTPS - TAX PAYMENT		No	Yes	No	01/17/2025	299,193.88
USPR	p257p2	109648		Wire	1	3880	MII LIFE		No	Yes	No	01/17/2025	0.00
USPR	p257p2	109649		Wire	1	7771	MINNESOTA PERA (WIRE TRANSFER)		No	Yes	No	01/17/2025	42,193.58
USPR	p257p3	109689		Wire	1	3166	BREMER BANK FEES		No	Yes	No	01/24/2025	294.60
USPR	P257P3	109869		Wire	1	10929	EDUCATORS BENEFIT CONSULTANTS		No	No	No	01/31/2025	(75.00)
USPR	p257p1	109437	105817	Check	1	1529	HASTINGS EDUCATION ASS'N. MN.		Yes	No	No	01/03/2025	18,295.95
USPR	p257p1	109439	105818	Check	1	8164	MESSERLI & KRAMER		Yes	No	No	01/03/2025	655.21
USPR	p257p1	109438	105819	Check	1	1974	MINNESOTA CHILD SUPPORT PYMT C		Yes	No	No	01/03/2025	10.00
USPR	p257p2	109657	105820	Check	1	5234	EDUCATION MINNESOTA		Yes	No	No	01/17/2025	16.00
USPR	p257p2	109650	105821	Check	1	10975	EDUCATION MN HASTINGS ESP'S		Yes	No	No	01/17/2025	1,508.03
USPR	p257p2	109652	105822	Check	1	1529	HASTINGS EDUCATION ASS'N. MN.		Yes	No	No	01/17/2025	18,295.95
USPR	p257p2	109659	105823	Check	1	7384	HIGH SCHOOL FACULTY SCHOLARSHII		Yes	No	No	01/17/2025	82.00
USPR	p257p2	109660	105824	Check	1	8164	MESSERLI & KRAMER		Yes	No	No	01/17/2025	541.44
USPR	p257p2	109653	105825	Check	1	1974	MINNESOTA CHILD SUPPORT PYMT C		Yes	No	No	01/17/2025	10.00
USPR	p257p2	109654	105826	Check	1	2002	MINNESOTA TEAMSTERS LOCAL 320		Yes	No	No	01/17/2025	2,476.00
USPR	p257p2	109655	105827	Check	1	2010	NCPERS GROUP LIFE INS -157410		Yes	No	No	01/17/2025	32.00
USPR	p257p2	109658	105828	Check	1	6780	SEIU LOCAL 284		Yes	No	No	01/17/2025	1,478.30
USPR	p257p2	109651	105829	Check	1	11741	ST. CROIX VALLEY FOUNDATION		Yes	No	No	01/17/2025	80.00
USPR	p257p2	109656	105830	Check	1	2576	UNITED WAY		Yes	No	No	01/17/2025	445.00
USPR	p257p3	109690	105831	Check	1	11734	THE HARTFORD		Yes	No	No	01/24/2025	12,119.67

Bank Total: \$1,423,147.18

Report Total: \$1,423,147.18

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	P507B1	109674	1341	Check	1	10641	BAYCOM INC		Yes	No	No	01/17/2025	63,699.19
USBP	P507B1	109675	1342	Check	1	10938	DERAU CONSTRUCTION LLC		Yes	No	No	01/17/2025	57,719.15
USBP	P507B1	109676	1343	Check	1	11703	INTERSOURCE BY STARK		Yes	No	No	01/17/2025	1,692.11
USBP	P507B2	109717	1344	Check	1	2663	WOLD ARCHITECTS AND ENGNRS INC		Yes	No	No	01/29/2025	374.27
Bank Total:												\$123,484.72	
Report Total:												\$123,484.72	

HASTINGS PUBLIC SCHOOLS
Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Pay/Void			Amount	
									Print	Recon	Void		Date
ACTV	P06ASA	109502		Wire	1	11387	AMAZON CAPITAL SERVICES, INC		Yes	Yes	Yes	01/10/2025	14,041.03
ACTV	P06ASA	109502		Wire	1	11387	AMAZON CAPITAL SERVICES, INC		Yes	Yes	Yes	01/13/2025	(14,041.03)
ACTV	P06ASA	109545		Wire	1	11387	AMAZON CAPITAL SERVICES, INC		No	Yes	No	01/13/2025	14,019.09
ACTV	P06ASB	109677		Wire	1	9557	BMO HARRIS BANK NA		No	Yes	No	01/17/2025	799.65
ACTV	P07AS3	109678		Check	1	11923	TWIN CITIES PHOTOBOOTH LLC		No	No	No	01/17/2025	100.00
ACTV	P07AS4	109691	38312	Check	1	11620	ROSEVILLE MULBERRYS		Yes	No	Yes	01/24/2025	0.00
ACTV	P07AS4	109692	38313	Check	1	11620	ROSEVILLE MULBERRYS		Yes	No	No	01/24/2025	1,984.76
ACTV	P07AS5	109806	38314	Check	1	12080	KENNEDY CHOIR BOOSTERS INC		Yes	No	No	01/31/2025	700.00
ACTV	P07AS5	109808	38315	Check	1	7689	MOA ENTERTAINMENT	R1	Yes	No	No	01/31/2025	5,400.00
ACTV	P07AS5	109807	38316	Check	1	7355	YOUTH IN MUSIC		Yes	No	No	01/31/2025	875.00

Bank Total: \$23,878.50

Report Total: \$23,878.50

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	
SCH	p5062p	109428	304545	Check	1	11860	MICHIGAN TECHNICAL UNIVERSITY		Yes	Yes	Yes	01/02/2025	(5,000.00)
SCH	p5062p	109430	304547	Check	1	11860	MICHIGAN TECHNICAL UNIVERSITY		Yes	Yes	No	01/02/2025	4,500.00
SCH	P5071P	109440	304548	Check	1	3576	UNIVERSITY OF WISCONSIN - RIVER F.		Yes	Yes	No	01/03/2025	500.00
SCH	P5072P	109487	304549	Check	1	11598	ALEXANDRIA TECHNICAL & COMMUNIT		Yes	Yes	No	01/07/2025	1,000.00
SCH	P5072P	109486	304550	Check	1	11306	DAKOTA COUNTY TECHNICAL COLLEG		Yes	Yes	No	01/07/2025	1,000.00
SCH	P5072P	109490	304551	Check	1	7572	NORTH DAKOTA STATE UNIVERSITY-O		Yes	Yes	No	01/07/2025	2,500.00
SCH	P5072P	109488	304552	Check	1	2579	UNIVERSITY OF MINNESOTA, TWIN CIT		Yes	Yes	No	01/07/2025	12,000.00
SCH	P5072P	109489	304553	Check	1	4187	UNIVERSITY OF MISSOURI		Yes	Yes	No	01/07/2025	500.00
SCH	P5072P	109491	304554	Check	1	8076	UNIVERSITY OF NORTHWESTERN - MN		Yes	Yes	No	01/07/2025	1,500.00
SCH	P5073P	109492	304555	Check	1	7565	CREIGHTON UNIVERSITY		Yes	Yes	No	01/09/2025	500.00
SCH	P5074P	109498	304556	Check	1	7564	BETHEL UNIVERSITY		Yes	Yes	No	01/09/2025	2,000.00
SCH	P5074P	109493	304557	Check	1	11306	DAKOTA COUNTY TECHNICAL COLLEG		Yes	Yes	No	01/09/2025	4,000.00
SCH	P5074P	109496	304558	Check	1	5756	DRAKE UNIVERSITY		Yes	Yes	No	01/09/2025	2,000.00
SCH	P5074P	109501	304559	Check	1	8712	LUTHER COLLEGE		Yes	Yes	No	01/09/2025	9,000.00
SCH	P5074P	109497	304560	Check	1	5809	THE COLLEGE OF ST SCHOLASTICA		Yes	Yes	No	01/09/2025	1,500.00
SCH	P5074P	109494	304561	Check	1	12068	UNIVERSITY OF KENTUCKY		Yes	No	No	01/09/2025	2,000.00
SCH	P5074P	109499	304562	Check	1	7573	UNIVERSITY OF ST THOMAS		Yes	Yes	No	01/09/2025	2,000.00
SCH	P5074P	109500	304563	Check	1	8096	UNIVERSITY OF WISCONSIN - EAU CL		Yes	Yes	No	01/09/2025	1,000.00
SCH	P5074P	109495	304564	Check	1	3576	UNIVERSITY OF WISCONSIN - RIVER F.		Yes	Yes	No	01/09/2025	2,500.00
SCH	P5075P	109548	304565	Check	1	11604	COLLEGE OF SAINT BENEDICT		Yes	Yes	No	01/14/2025	2,500.00
SCH	P5075P	109551	304566	Check	1	5340	GUSTAVUS ADOLPHUS COLLEGE		Yes	Yes	No	01/14/2025	2,500.00
SCH	P5075P	109549	304567	Check	1	1670	INVER HILLS COMMUNITY COLLEGE		Yes	Yes	No	01/14/2025	2,500.00
SCH	P5075P	109547	304568	Check	1	11318	UNIVERSITY OF WISCONSIN - MADISO		Yes	Yes	No	01/14/2025	2,500.00
SCH	P5075P	109550	304569	Check	1	3576	UNIVERSITY OF WISCONSIN - RIVER F.		Yes	Yes	No	01/14/2025	1,500.00
SCH	P5076P	109643	304570	Check	1	11598	ALEXANDRIA TECHNICAL & COMMUNIT		Yes	Yes	No	01/16/2025	1,000.00
SCH	P5076P	109642	304571	Check	1	1132	BEMIDJI STATE UNIVERSITY		Yes	Yes	No	01/16/2025	2,500.00
SCH	P5076P	109641	304572	Check	1	11306	DAKOTA COUNTY TECHNICAL COLLEG		Yes	No	No	01/16/2025	1,000.00
SCH	P5077P	109685	304573	Check	1	11306	DAKOTA COUNTY TECHNICAL COLLEG		Yes	No	No	01/23/2025	2,000.00
SCH	P5077P	109687	304574	Check	1	12072	SOUTH DAKOTA SCHOOL OF MINES &		Yes	No	No	01/23/2025	2,000.00
SCH	P5077P	109688	304575	Check	1	12073	ST CATHERINE UNIVERSITY		Yes	No	No	01/23/2025	2,000.00
SCH	P5077P	109686	304576	Check	1	11318	UNIVERSITY OF WISCONSIN - MADISO		Yes	Yes	No	01/23/2025	4,500.00
SCH	P5078P	109718	304577	Check	1	1132	BEMIDJI STATE UNIVERSITY		Yes	No	No	01/30/2025	1,000.00
SCH	P5078P	109720	304578	Check	1	5293	CONCORDIA UNIVERSITY		Yes	No	No	01/30/2025	500.00
SCH	P5078P	109719	304579	Check	1	11324	WINONA STATE UNIVERSITY		Yes	No	No	01/30/2025	2,500.00

Bank Total: \$75,500.00

Report Total: \$75,500.00

HASTINGS PUBLIC SCHOOLS Dental Self-Funded Summary Period Ending January 31, 2025

Sequence: Crs, Org, Fd

										25REV				% YTD		Remaining
Description										Annual Budget	Period 202507	Year To Date	% YTD	Encumbrances	+ Enc	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)	(16,561.07)	(37,788.31)	94%	0.00	94%	(2,211.69)
R	20	000	000	000	095	000	422	000	Employer Share/Premiums	(485,023.00)	(41,621.52)	(281,557.84)	58%	0.00	58%	(203,465.16)
R	20	000	000	000	097	000	422	000	Employee Share/Premiums	(99,342.00)	(9,839.47)	(56,043.35)	56%	0.00	56%	(43,298.65)
R	20	000	000	000	098	000	422	000	Retiree-Cobra Share/Premiurr	(122,310.00)	(11,158.17)	(75,471.87)	62%	0.00	62%	(46,838.13)
E	20	005	105	000	236	000	422	000	Dental Insurance Claims	615,081.00	52,983.36	380,328.16	62%	0.00	62%	234,752.84
E	20	005	105	000	301	000	422	000	Fees-Carrier & Consultant	35,964.00	3,152.25	21,304.05	59%	0.00	59%	14,659.95
E	20	005	105	000	302	000	422	000	Claims-Dental	0.00	0.00	0.00	0%	0.00	0%	0.00
000 Districtwide										(95,630.00)	(23,044.62)	(49,229.16)	51%	0.00	51%	(46,400.84)
Report Totals:										(95,630.00)	(23,044.62)	(49,229.16)	51%	0.00	51%	(46,400.84)

HASTINGS PUBLIC SCHOOLS

Health Self-Funded Summary

Period Ending January 31, 2025

Sequence: Crs, Org, Fd

										25REV				% YTD	Remaining	
										Annual Budget	Period 202507	Year To Date	% YTD	Encumbrances	+ Enc	Balance
Description																
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	095	000	422	000	Employer Share/Premiums	(8,166,826.00)	(582,551.52)	(3,926,738.73)	48%	0.00	48%	(4,240,087.27)
R	21	000	000	000	097	000	422	000	Employee Share/Premiums	(1,220,330.00)	(152,862.41)	(1,003,602.91)	82%	0.00	82%	(216,727.09)
R	21	000	000	000	098	000	422	000	Retiree-Cobra Share/Premiurr	(444,961.00)	(39,472.00)	(264,152.67)	59%	0.00	59%	(180,808.33)
R	21	000	000	000	099	000	422	000	ER/Trust Share for Retirees	(27,899.00)	(7,076.00)	(47,371.00)	170%	0.00	170%	19,472.00
R	21	000	000	000	092	000	422	000	Interest -Health	(165,000.00)	(8,048.78)	(109,967.77)	67%	0.00	67%	(55,032.23)
E	21	005	105	000	314	000	422	000	Springbuk Fee \$1/pm/pm	4,968.00	0.00	2,445.00	49%	0.00	49%	2,523.00
E	21	005	105	000	317	000	422	000	Network Fees	0.00	250.00	1,041.65	0%	0.00	0%	(1,041.65)
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	223	000	422	000	Medical Insurance Claims	7,990,000.00	398,213.23	2,981,308.63	37%	0.00	37%	5,008,691.37
E	21	005	105	000	224	000	422	000	Pharmacy Claims	1,410,000.00	278,048.01	1,412,232.16	100%	0.00	100%	(2,232.16)
E	21	005	105	000	300	000	422	000	Pharmacy Rebates/Admin Fex	(100,000.00)	(49,416.31)	(191,270.78)	191%	0.00	191%	91,270.78
E	21	005	105	000	301	000	422	000	Veba/Flex/TrustPoint	20,000.00	1,452.50	10,592.54	53%	0.00	53%	9,407.46
E	21	005	105	000	302	000	422	000	Claims-Medical	0.00	0.00	0.00	0%	0.00	0%	0.00
E	21	005	105	000	305	000	422	000	Claims-Pharmacy/RX	0.00	0.00	0.00	0%	0.00	0%	0.00
E	21	005	105	000	307	000	422	000	Health Carrier TPA	243,829.00	20,270.04	136,040.48	56%	0.00	56%	107,788.52
E	21	005	105	000	308	000	422	000	StopLoss	506,134.00	39,607.30	238,771.69	47%	0.00	47%	267,362.31
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 \$40,00	41,200.00	0.00	20,600.00	50%	0.00	50%	20,600.00
000 Districtwide										91,115.00	(101,585.94)	(740,071.71)	(812%)	0.00	(812%)	831,186.71
R	21	000	000	000	094	326	422	000	Employer-VEBA Trust Rev	(654,000.00)	(63,269.33)	(399,213.61)	61%	0.00	61%	(254,786.39)
R	21	000	000	000	089	326	422	000	Employer-PCORI-ACA	(3,321.00)	0.00	(3,321.00)	100%	0.00	100%	0.00
E	21	005	105	000	301	326	422	000	Employer-VEBA Trust Pmt.	654,000.00	63,269.33	399,063.57	61%	0.00	61%	254,936.43
E	21	005	105	000	313	326	422	000	Employer-PCORI- ACA	3,321.00	0.00	3,321.00	100%	0.00	100%	0.00
326 District Additional R/E										0.00	0.00	(150.04)	0%	0.00	0%	150.04
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	314	331	422	000	Consultant Expense Wellness	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	3,132.85	0%	0.00	0%	(3,132.85)
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	309	331	422	000	Wellbeats/JE Fitness Reimb.	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
331 Wellness R/E										0.00	447.55	3,132.85	0%	0.00	0%	(3,132.85)
Report Totals:										91,115.00	(101,138.39)	(737,088.90)	(809%)	0.00	(809%)	828,203.90

HR PERSONNEL REPORT

Board Meeting Date:

2.26.25

RETIREMENT/RESIGNATION/TERMINATION

NAME	STATUS	ASSIGNMENT	EMPLOYEE GROUP	EFFECTIVE DATE
Garcia, Roman	Resignation	Cook Assistant; 3 Hours / Day Middle School	Food Service	February 7, 2025
Talledge, Mary	Resignation	Custodian; 8 Hours / Day Hastings High School	Custodian	January 20, 2025
Zachariah, Ayub	Resignation	Custodian; 8 Hours / Day Hastings High School	Custodian	February 10, 2025

PROBATIONARY/OTHER RELEASES

NAME	BUILDING	POSITIONS	FTE	EFFECTIVE DATE
Garrison, Karissa	Kennedy Elementary	Special Education Teacher	1.0	June 6, 2025

NAME	ASSIGNMENT	SALARY PLACEMENT/HOURLY RATE	EMPLOYEE GROUP	EFFECTIVE DATE
Dalager, Natasha	Kids Campus Sub; Hours Vary District Wide	\$15.30 / Hour	N/A	January 20, 2025
Gerdes, Kara	Paraprofessional; 6.25 Hours / Day Kennedy Elementary	\$20.96 / Hour	ED MN - ESP	February 14, 2025
Hegland, Mackenzie	Paraprofessional Substitute; Hours Vary District Wide	\$19.40 / Hour	N/A	January 16, 2025
Olson, Greg	Cribbage Club Advisor; 11 Hours Total Hastings Middle School	\$34.00 / Hour	N/A	February 4, 2025
Schinke, Stacy	Paraprofessional Substitute; Hours Vary District Wide	\$19.40 / Hour	N/A	January 30, 2025
Schinke, Stacy	Lunch/Recess Supervisor; 2.5 Hours / Day Kennedy Elementary	\$20.56 / Hour	ED MN - ESP	January 30, 2025
Schultz, Annie	Custodian; 8 Hours / Day Hastings High School	\$22.44 / Hour	Custodian	January 31, 2025
Sjoblom, Matthew	Paraprofessional - Extracurricular; Hours Vary District Wide	\$22.94 / Hour	ED MN- ESP	February 10, 2025
Swanda, Abby	Cook Assistant; 3 Hours / Day Kennedy Elementary	\$19.02 / Hour	Food Service	January 30, 2025
Terry, Darlene	Kids Campus Sub; Hours Vary District Wide	\$15.30 / Hour	N/A	January 20, 2025
Wisneski, Abigail	Paraprofessional; 6.25 Hours / Day Middle School	\$21.45 / Hour	ED MN - ESP	January 23, 2025

ASSIGNMENT CHANGES

NAME	FROM	TO	EMPLOYEE GROUP	EFFECTIVE DATE(S)
Davis, Cynthia	Spanish Teacher; 1.0 FTE Hastings High School	Spanish Teacher; 1.29 FTE Hastings High School	ED MN - Teachers	September 3, 2024-June 6, 2025

Doty, Logan	Paraprofessional; 6.25 Hours / Day Kennedy Elementary	Paraprofessional; 6.25 Hours / Day Pinecrest Elementary	ED MN- ESP	February 14, 2025
Gapinski, Taylor	English Teacher; 1.0 FTE Hastings High School	English Teacher; 1.142 FTE Hastings High School	ED MN - Teachers	January 22, 2025 - June 6, 2025

Note: Updates as of 2.24.25 are noted in bold

INDEPENDENT
SCHOOL DISTRICT #200

Master Agreement



20242-20253
20253-20264

Principals' Association

TABLE OF CONTENTS

NOTE: TABLE OF CONTENTS WILL BE UPDATED WITH FINAL DRAFT

ARTICLE I - PURPOSE	<u>14</u>
Section 1 - Parties	<u>14</u>
ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE	<u>14</u>
Section 1 - Recognition.....	<u>14</u>
Section 2 - Appropriate Unit.....	<u>14</u>
ARTICLE III - DEFINITIONS	<u>14</u>
Section 1 - Terms and Conditions of Employment.....	<u>14</u>
Section 2 - Principals	<u>14</u>
Section 3 - District.....	<u>14</u>
Section 4 - Association	<u>14</u>
Section 5 - Working Day	<u>2</u>
Section 6 - Work Year.....	<u>2</u>
Section 7 - Domestic Partner.....	<u>2</u>
Section 8 - Other Terms	<u>2</u>
ARTICLE IV - SCHOOL BOARD RIGHTS	<u>2</u>
Section 1 - Inherent Managerial Rights.....	<u>2</u>
Section 2 - Management Responsibilities	<u>2</u>
Section 3 - Effect of Laws and Regulations	<u>2</u>
ARTICLE V - PRINCIPAL RIGHTS	<u>33</u>
Section 1 - Right to Views.....	<u>33</u>
Section 2 - Right to Join.....	<u>33</u>
Section 3 - Personnel Files.....	<u>33</u>
ARTICLE VI - COMPENSATION	<u>33</u>
Section 1 - Wages/Compensation	<u>33</u>
Section 2 - Initial Compensation	<u>33</u>
Section 3 - Pay	<u>33</u>
Section 4 - Advancement on the Salary Schedule.....	<u>44</u>
ARTICLE VII - VACATION AND HOLIDAYS	<u>44</u>
Section 1 - Vacation.....	<u>44</u>
Section 2 - Holidays.....	<u>45</u>
ARTICLE VIII - LEAVES	<u>55</u>
Section 1 - Essential Leave	<u>55</u>
Section 2 - Sick Leave	<u>67</u>
Section 3 - Bereavement Leave.....	<u>77</u>
Section 4 - Jury Duty and Other Legal Commitments.....	<u>78</u>
ARTICLE IX - EMPLOYMENT PRACTICES	<u>78</u>
Section 1 - Emergency Closings.....	<u>78</u>

Section 2 - Work Stoppage.....	<u>78</u>
ARTICLE X - REIMBURSEMENTS, DUES, AND ALLOWANCES.....	<u>78</u>
Section 1 - Payment of Dues	<u>78</u>
Section 2 - Continuing Education Allowance	<u>89</u>
Section 3 - Mileage Reimbursement.....	<u>89</u>
ARTICLE XI - INSURANCES AND OTHER FRINGE BENEFITS.....	<u>89</u>
Section 1 - Eligibility for Benefits.....	<u>89</u>
Section 2 - Health and Hospitalization	<u>89</u>
Section 3 - Dental Insurance	<u>940</u>
Section 4 - Life Insurance	<u>940</u>
Section 5 - Long Term Disability (LTD) Insurance	<u>940</u>
Section 6 - Disclaimer.....	<u>1044</u>
Section 7 - Health Care Savings Plan Contributions.....	<u>1044</u>
Section 8 - Penalties.....	<u>1044</u>
ARTICLE XII - SEVERANCE PAY, DEFERRED COMPENSATION AND RETIREMENT PROVISIONS.....	<u>1044</u>
Section 1 - Eligibility for Severance Pay	<u>1044</u>
Section 2 - Severance Pay - Basic Formula.	<u>1044</u>
Section 3 - Deferred Compensation.....	<u>1042</u>
Section 4 - Severance Pay - Unused Sick Leave Days	<u>1142</u>
Section 5 - Calculating Daily Rate of Pay	<u>1243</u>
Section 6 - Payment of Severance Compensation	<u>1243</u>
Section 7 - Participation in Insurance Plans Upon Retirement for ALL Principals	<u>1243</u>
Section 8 - Primary Insurance Coverage for Retired Principals.....	<u>1344</u>
ARTICLE XIII - UNREQUESTED LEAVE OF ABSENCE	<u>1344</u>
Section 1 - Definitions.....	<u>1345</u>
Section 2 - Establishment of a Seniority List.....	<u>1345</u>
Section 3 - Placement on Unrequested Leave of Absence.....	<u>1445</u>
Section 4 - Reinstatement	<u>1446</u>
ARTICLE - XIV GRIEVANCE PROCEDURE	<u>1546</u>
Section 1 - Grievance Definition	<u>1546</u>
Section 2 - Representative	<u>1546</u>
Section 3 - Definitions and Interpretations	<u>1546</u>
Section 4 - Time Limitations	<u>1547</u>
Section 5 - Adjustment of Grievance	<u>1647</u>
Section 6 - Arbitration Procedures	<u>1647</u>
ARTICLE XV - DURATION.....	<u>2024</u>
Section 1- Duration	<u>2024</u>
MEMORANDUM OF UNDERSTANDING - SICK LEAVE BANK.....	<u>2326</u>

ARTICLE I - PURPOSE

Section 1 - Parties

THIS AGREEMENT, entered into between the Hastings Public Schools, Independent School District #200, Hastings, Minnesota (hereinafter referred to as the District) and the Hastings District #200 Principals' Association (hereinafter referred to as the Association), pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, to provide the terms and conditions of employment for principals during the duration of this Agreement.

ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1 - Recognition

In accordance with the P.E.L.R.A., the District recognizes the Hastings District #200 Principals' Association as the exclusive representative of principals employed by the District, which exclusive representative shall have those rights and duties as prescribed by the P.E.L.R.A. and as described in this Agreement.

Section 2 - Appropriate Unit

The exclusive representative shall represent all the principals and assistant principals of Independent School District #200, Hastings, Minnesota, as defined in this Agreement and in said Act.

ARTICLE III - DEFINITIONS

Section 1 - Terms and Conditions of Employment

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees. In the case of professional employees, the terms do not mean educational policies of a school district. "Terms and conditions of employment" is subject to the provisions of P.E.L.R.A.

Section 2 - Principals

Principals shall mean personnel included in the unit stipulated in Article II.

Section 3 - District

Any reference to the "District" in this Agreement shall mean Independent School District #200, Hastings, Minnesota, or its designated officials or representatives.

Section 4 - Association

Any reference to the "Association" shall mean the Hastings District #200 Principals' Association.

Section 5 - 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 6 - 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 7 - Domestic Partner

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

Section 8 - Other Terms

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

ARTICLE IV - SCHOOL BOARD RIGHTS

Section 1 - Inherent Managerial Rights

The Association recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the 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 District.

Section 2 - Management Responsibilities

The Association recognizes the right and obligation of the District to efficiently manage and conduct the operation of the District within its legal limitations, and with its primary obligation to provide educational opportunity for the students of the District.

Section 3 - Effect of Laws and Regulations

The parties recognize that the 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 V - PRINCIPAL 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 principal 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 Association, nor shall it be construed to require any public employee to perform labor or services against his/her will.

Section 2 - Right to Join

Principals shall have the right to join the Association, and shall have the right not to join the Association. ~~Any principal who is not a member shall contribute a fair share fee which is 90% of the membership dues of the Association members.~~ All principals will abide by the Master Agreement whether they are a member of the Association or not.

Section 3 - Personnel Files

Subd. 1 - Principals shall have the right to inspect their individual personnel files in accordance with M.S. 122A.40 et al.

Subd. 2 - Principals shall receive a copy of evaluation materials which are initiated by the District and placed in the principal's individual personnel file.

ARTICLE VI - 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~~42~~ and ending June 30, 202~~64~~.

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 District.

Section 3 - Pay

Subd. 1 - Employees shall be paid twice per month. If a pay date falls on a Saturday, Sunday, or a 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.

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.

ARTICLE VII - ~~VACATION AND HOLIDAYS~~

Section 1 -- ~~Vacation~~

~~Subd. 1 - Employees working 52 weeks per year shall earn 28 days of vacation each year.~~

~~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.~~

~~Subd. 6 - In the event that a member's immediate family dies or becomes hospitalized with a serious illness or injury, while an employee is on vacation, the employee's leave will be changed to the appropriate leave type with the approval of Human Resources.~~

Section 12 - Holidays

~~Subd. 1 - For the 2022-2023 school year only the following legal holidays will be provided to Principals covered by this contract:~~

~~1. — Independence Day — *This is a Holiday for 12-month employees only.*~~

- ~~2. — Friday before Labor Day (If school is not in session, this is a holiday. If school is in session it is replaced with the Thursday of Teacher Association. It **is not** a floating holiday).~~
- ~~3. — Labor Day~~
- ~~4. — Friday of Teacher Association~~
- ~~5. — Thanksgiving~~
- ~~6. — Friday after Thanksgiving~~
- ~~7. — Christmas Eve~~
- ~~8. — Christmas Day~~
- ~~9. — New Year's Eve~~
- ~~10. — New Year's Day~~
- ~~11. — Presidents Day Observed~~
- ~~12. — Good Friday~~
- ~~13. — Easter Monday (If school is in session, this is a workday; it is not a floating holiday nor is it replaced with another day).~~
- ~~14. — Memorial Day~~

~~Subd. 1 - Principals working 52 weeks shall be eligible for 14 paid District established holidays each year. Principals working at least 41 weeks but less than 52 weeks shall be eligible for 12 paid holidays (Juneteenth and July 4 excluded).~~

~~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 administration. When Christmas Day or New Year's Day falls on a Saturday or a Sunday, the Principal may take the day before Christmas Day and the day before New Year's Day on the days specified by the District, consistent with the need for District administrative services.~~

~~Subd. 3 - Effective July 1, 2023, employees working 52 weeks shall be entitled to 14 District established holidays each year. Employees working less than 52 weeks shall be eligible for paid holidays that fall within their work year.~~

ARTICLE VIII - LEAVES

Section 1 — Vacation/Discretionary Leave

~~Subd. 1 - Employees working 52 weeks per year shall earn 28-31 days of vacation-discretionary leave each year. Employees working at least 41 weeks but less than 52 weeks shall be eligible for three discretionary leave days.~~

~~Subd. 2 - Vacation/Discretionary Leave 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. 4~~3~~ — 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 ~~13~~^{ten} days into the next fiscal year. The first three days of carryover will be paid out at a daily rate of \$300 per day, reducing the number of carryover days. 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 ~~vacation~~ discretionary leave days upon separation from the District, at their regular daily rate of pay.

Subd. 76 - In the event that a member's immediate family dies or becomes hospitalized with a serious illness or injury, while an employee is ~~on vacation~~ out using discretionary leave, the employee's leave will be changed to the appropriate leave type with the approval of Human Resources.

Section 1 - Essential Leave

~~Subd. 1 - All Principals will earn three days of Essential Leave which will be allocated on July 1 each year.~~

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

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, 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 IX - 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, principals who were scheduled to work, but directed not to report will be paid. If staff are directed to report, please refer to See the District's ~~P~~rovisions ~~on~~for the Closing of Schools, located on the District 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 the 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 District programs and facilities.

ARTICLE X - REIMBURSEMENTS, DUES, AND ALLOWANCES

Section 1 - Payment of Dues

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

Section 2 - Continuing Education Allowance

The District will contribute a sum not to exceed \$1,400 annually towards approved professional workshops, conferences, and course work.

Section 3 - Mileage Reimbursement.

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

ARTICLE XI - INSURANCES AND OTHER FRINGE BENEFITS

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 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 \$~~2,4962,120.50~~ per month

High Deductible/VEBA

Effective July 1, 202~~4~~²: Up to \$~~2,2961,921~~ per month

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

Non-High Deductible (Comp Basic)

Effective July 1, 2024: Up to \$2,940 per month

High Deductible/VEBA

Effective July 1, 2024: Up to \$2,740 per month

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

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

~~Subd. 5 - For the 2022-2023 plan year only, the annual contribution shall be made in a lump sum on or about July 1. Effective July 1, 2023, t~~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 District, the parties agree to reopen negotiations that result in a new Agreement between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the District.

Section 3 - Dental Insurance

Subd. 1 - The District shall provide a monthly contribution toward the premium for single or family insurance for employees who qualify for, and are enrolled in, the District's group 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 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 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 in accordance with Minnesota state and federal laws related to benefit continuation. ~~at the same cost as provided for active employees.~~ Employees hired on or before July 1, 2024,

shall be eligible to continue on the District's medical insurance plan at the same cost as provided for active employees, for up to 24 months.

Subd. 3 - Employees are required to apply for 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 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 District. The 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 District as a result of denial of insurance benefits by an insurer.

Section 7 - Health Care Savings Plan Contributions

~~Subd. 1 - All principals, hired on or before August 1, 2012, will receive \$6,000 annually to be placed into the Principal's Minnesota Health Care Savings Plan account.~~

~~Subd. 2 - All principals, hired after August 1, 2012, will not receive any allocation toward the Principal's Minnesota Health Care Savings Plan account.~~

Section 78 - Penalties

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

ARTICLE XII - ~~SEVERANCE PAY, MATCHING~~ DEFERRED COMPENSATION ~~AND RETIREMENT PROVISIONS~~

Section 1 - Eligibility for Severance Pay

~~Regularly employed Principals who have at least ten years of service in this District, and who are at least 50 years of age, shall be eligible for severance pay pursuant to the provisions of this Article and upon submission of a written resignation accepted by the School Board. The District will accept resignations for the purpose of retirement during the school year, provided the retiring Principal gives written notice a minimum of 90 days prior to the effective date of the resignation.~~

Section 2 - Severance Pay - Basic Formula.

~~Eligible Principals, upon retirement, shall receive as severance pay an amount representing 80 days' pay. See Subd. 1. Eligibility~~

Section 13 - Deferred Compensation

~~Matching Contributions Plan 403b/457 - (Alternative to traditional Severance Plan outlined above in this Article, Section 2).~~

Subd. 1 - Eligibility: Any Principal who is regularly employed by the District shall be eligible for, and may choose to participate in a 403b/457 matching contribution plan pursuant to M.S. 356.24. ~~Any Principal hired after July 1, 2009, will not be eligible for Severance Pay - Basic Formula under Section 2 of this Article, and will only have the 403b/457 matching contribution option.~~

Subd. 2 - Contributions: ~~The District will match eligible annual Principal contributions based on the following years of professional service in District #200. Determination of years will be based on hire date before or after January 1. The maximum matching contribution by the District shall not exceed \$60,000 for a career total ("lifetime" contribution). Any principal hired after August 1, 2012 will have a lifetime match of \$70,000. 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>Principal Service Years in District #200</u>	<u>Maximum Amount of Match Per Year</u>
Principal work years 0 1-4	2.5% of annual contract salary
Principal work years 5-9	3% of annual contract salary
Principal Work years 10 and above	3.5% of annual contract salary

Subd. 3 - 403(b): ~~The dollar amount above the legal contribution will be paid thru payroll as non-TRA eligible salary. It is up to the employee to contact their vendor and increase their 403(b) deduction to make this amount nontaxable.~~

Subd. 3 - ~~The District contribution will begin when the employee establishes participation in an eligible investment program as defined by statute. The District contribution cannot be accumulated on a retroactive basis.~~

Subd.4 - Participation - ~~Changes to or initial entry into the plan shall occur on the first pay date following the date a salary reduction authorization is received by the Payroll department. An employee's match on any given payroll shall not exceed the Maximum Amount of Match Per Year (as defined above) the employee is eligible for. A salary reduction authorization agreement must be completed by the eligible Principal prior to August 1st proceeding the school year in which the Principal begins participation in the matching contributions plan. District #200 Principals who are covered under the Severance Pay provisions of Section 1 of this Article may choose to participate in the matching contributions plan 403b/457. If a Principal chooses to participate in the matching contributions plan 403b/457, all severance payments described in Section 2 of this Article are forfeited and the Principal may not later move to that type of arrangement. Principals on unpaid leaves may not participate in the matching contributions plan 403b/457 during the inclusive dates of said leave.~~

Section 4 - Severance Pay - Unused Sick Leave Days

~~In addition to the severance pay provided pursuant to Section 2 of this Article a Principal shall be eligible to receive, upon the Principal's retirement, the amount obtained by adding the Principal's unused number of sick leave days, not to exceed the annual number of days specified in the individual Principal's contract at the time of retirement. For Principals who elect the deferred compensation option described in Section 3 of this Article, the maximum number of unused sick days that may be compensated is obtained by subtracting 80 days from the total number of days specified in their annual contract. Any principal hired after August 1, 2012 will not be eligible for~~

~~severance Pay-Unused Sick Leave under this Article, and will only have the 403(b)/457 matching contribution option.~~

~~_____ 232 Contract days = Maximum of 152 unused sick days
_____ 207 Contract days = Maximum of 127 unused sick days~~

~~**Note:** Daily Rate of Pay is capped at the 2015-16 daily rate at the 5+ Years' Experience step.~~

~~**Section 5 - Calculating Daily Rate of Pay**~~

~~In applying the provisions of, Sections 1, 2, and 3 of this Article, the daily rate shall be calculated by dividing the annual total salary by the number of work days employed:~~

~~_____ 232 Contract days
_____ 207 Contract days~~

~~**Section 6 - Payment of Severance Compensation**~~

~~Severance Compensation shall not be granted to any Principal who is discharged for cause by the District. Principals who retire during the period covered by this contract will participate in a qualified Special Pay Deferral Plan and a Health Care Savings Plan. On the first business day after the final date of employment in District #200, the amounts of the compensation specified in Section 6, Subd. 1, below, will be transferred by the District to such plans on behalf of the retiring Principal.~~

~~Subd. 1 - For those employees who receive both accumulated sick leave and severance days, 100% Severance Compensation will be transferred to a Special Pay Deferral Plan and 0% will be transferred to a Health Care Savings Plan. For those employees who only receive accumulated sick leave days, 0% of the Severance Compensation will be transferred to a Special Pay Deferral Plan and 100% will be transferred to a Health Care Savings Plan.~~

~~Subd. 2 - In the event of the death of an employee who is eligible for severance pay under the provisions of this Article, the spouse of the employee shall be eligible for the severance pay. The estate will collect if there is no spouse. The requirement of a written resignation does not apply.~~

~~**Section 7 - Participation in Insurance Plans Upon Retirement for ALL Principals**~~

~~Subd. 1 - A Principal who retires under the terms of PERA or TRA, and of this contract shall be eligible for medical/hospitalization benefits.~~

~~Subd. 2 - The Principal shall be eligible to continue participation in the District medical/hospitalization plan.~~

~~Subd. 3 - After 10 years of continuous service and reaching the age of 55 the Principal shall receive a lump sum dollar amount that will be placed into the principal's Minnesota Health Care Savings Plan account. The lump sum dollar amount will be determined by taking the single premium insurance cost of the Comp Basic Insurance plan for the last year in which the principal worked, multiplied by a maximum of eight years, or the number of years remaining until the individual reaches the age of 65, whichever is less.~~

Section 8 - Primary Insurance Coverage for Retired Principals

~~If a retiree obtains employment with an employer other than the District and said retiree is covered by a group medical/hospitalization plan or HMO, such coverage shall be considered primary.~~

ARTICLE XIII – RETIREE INSURANCE CONTRIBUTION

Section 17 - Participation in Insurance Plans Upon Retirement for ~~all~~ALL Principals

Subd. 1 - A Principal who retires under the terms of PERA or TRA, and of this contract shall be eligible for medical/hospitalization benefits.

Subd. 2 - The Principal shall be eligible to continue participation in the District medical/hospitalization plan.

Subd. 3 - Primary Insurance Coverage for Retired Principals - If a retiree obtains employment with an employer other than the District and said retiree is covered by a group medical/hospitalization plan or HMO, such coverage shall be considered primary.

Section 2 - Health Care Savings 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 XVII - UNREQUESTED LEAVE OF ABSENCE

Section 1 - Definitions

Subd. 1 - “Principal” shall mean a continuing contract principal or assistant principal appropriately licensed.

Subd. 2 - “Seniority” shall mean employment under a continuing contract as principal or assistant principal with a seniority date as determined by Section 3 hereof involving continuous service with the District. For purposes of seniority, it is understood that a principal on leave of absence pursuant to this Agreement shall continue to accrue seniority during such leave of absence.

Subd. 3 - “Association” or “Unit” shall mean the recognized exclusive representative for principals and assistant principals.

Section 2 - Establishment of a Seniority List

Subd. 1 - The District shall annually establish a seniority list to be prepared from District records. The list shall be distributed electronically to all members of the principals bargaining unit.

Subd. 2 - All principals will have a seniority date on the K-12 principal’s seniority list.

Subd. 3 - Any principal who disagrees with the order of seniority on the list shall have 20 days from the transmission of the list to discuss the matter with the District. Absent an agreement, the matter may be resolved through the contractual grievance process.

Subd. 4 - In the event the principals have equal seniority, their seniority ranking shall be determined by whoever has the highest degree in his/her area of certification.

Subd. 5 - A principal who has held seniority as a full-time principal shall continue to retain the original seniority date and hold seniority if such principal becomes employed in a part-time position involving continuous service.

Section 3 - Placement on Unrequested Leave of Absence

Subd. 1 - The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many principals as may be necessary because of discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation. The unrequested leave shall be effective June 30 of the school year. In the event a principal or assistant principal must be placed on unrequested leave of absence due to discontinuance of position, lack of students, financial limitations, or merger of classes by consolidation the provisions of M. S. 122A.40, as amended, shall apply.

Subd. 2 - Principals and assistant principals shall be placed on unrequested leave in reverse order of their hiring on the K-12 seniority list.

Subd. 3 - Principals may not assert a seniority right into a promotional position.

Subd. 4 - For purposes of placement on unrequested leave, only service in the unit as a principal or assistant principal may be counted.

Subd. 5 - Principals placed on unrequested leave have the right to return to other positions in the District for which they are licensed and for which they are senior.

Section 4 - Reinstatement

Subd. 1 - Principals shall be recalled from an unrequested leave of absence to available positions in the District in fields for which they are licensed in the inverse order in which they were placed on unrequested leave of absence.

Subd. 2 - The District shall maintain a recall list in accordance with this Article. This list shall be updated every October 1st and a copy shall be forwarded to the Association.

Subd. 3 - No appointment of a new principal shall be made while there is available, on unrequested leave, a principal who is properly licensed to fill such vacancy. The principal's right to reinstatement shall terminate if the principal fails to file with the School Board by April 1 of any year a written statement requesting reinstatement.

Subd. 4 - Notification of available positions shall be by certified mail to the last known address of the principal as recorded in the business office, and email, as provided by the principal at the time of the leave. In the event a principal declines a principal position or fails to notify the District in

writing of the principal's intentions within 30 days of the date of notification, the principal shall be removed from the recall list.

Subd. 5 - A principal placed on unrequested leave of absence may engage in teaching or any other occupation during the period of this leave. Nothing in this Article shall be construed to impair the rights of principals placed on unrequested leave of absence to receive unemployment compensation, if otherwise eligible.

Subd. 6 - The unrequested leave of absence shall not impair the continuing contract rights of a principal or result in the loss of any benefits accrued under the Master contract while the principal was employed by the School Board.

Subd. 7 - The unrequested leave of absence of a principal who is not reinstated shall continue for a period of three years from the date the principal's unrequested leave of absence began or until the principal fails to respond within 30 days of the date of notification or until the principal submits in writing a request to be removed from the recall list, whichever occurs first.

ARTICLE - XIV GRIEVANCE PROCEDURE

Section 1 - Grievance Definition

A "grievance" shall mean an allegation by a principal resulting from a dispute or disagreement between the principal and the District as to the interpretation or application of this Agreement.

Section 2 - Representative

The principal or School Board may be represented during any step of the procedure by any person or agent designated by such party to act on their behalf.

Section 3 - Definitions and Interpretations

Subd. 1 - Days: Reference to "days" regarding time periods in these procedures shall refer to working days. A working day is defined as all days, excluding Saturdays, Sundays and holidays, as defined by law.

Subd. 2 - Extension: Time limits specified in this Agreement may be extended by mutual consent.

Subd. 3 - Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event, or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

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.

Section 4 - Time Limitations

Grievances will not be valid for consideration unless the grievance is submitted within 20 days of the date the grievance arose. Failure to file any grievance within such period shall be deemed a

waiver thereof. In the event that a principal believes that there is a basis for grievance, the principal shall first discuss the alleged grievance with the Superintendent. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

Section 5 - Adjustment of Grievance

The District and the principal shall attempt to adjust all grievances, which may arise during the course of employment of any principal within the District in the following manner:

Subd. 1 - Level I: If the grievance is not resolved through informal discussions, the Superintendent shall meet with the principal within five days after receipt of the written grievance. Within five days after the meeting, the Superintendent shall issue a decision in writing to the principal involved.

Subd. 2 - Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the School Board, provided such appeal is made in writing five days after receipt of the decision in Level I. If a grievance is properly appealed to the School Board, the School Board shall set a time to hear the grievance, which meeting shall take place within 20 days after the receipt of the appeal. Within 10 days after the meeting, the School Board shall issue its decision in writing to the parties involved. At the option of the School Board, a committee or representative of the School Board may be designated by the School Board to hear the appeal at this level, and report its findings and recommendations to the School Board. The School Board shall then render its decision.

Section 6 - Arbitration Procedures

In the event that the principal and the School Board are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein.

Subd. 1 - Request: A request to submit a grievance to arbitration must be in writing signed by the aggrieved party, and such request must be filed in the Office of the Superintendent within ten days following the decision in Level II of the grievance procedures.

Subd. 2 - Prior Procedure Required: No grievance shall be considered by the arbitrator, which has not been first duly processed in accordance with the grievance procedure and appeal provisions.

Subd. 3 - Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within five days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Bureau of Mediation Services to appoint an arbitrator, pursuant to M.S. 179A.21, Sub. 2, providing such request is made within ten days after request for arbitration. The request shall ask that the appointment be made within ten days after the receipt of said request. If the parties fail to agree upon an arbitrator from the Bureau of Mediation Services within the time periods provided herein, it shall constitute a waiver of grievance.

Subd. 4 - Hearing: The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.

Subd. 5 - Decision: The decision by the arbitrator shall be rendered within 30 days after the close of the hearing. Decisions by the arbitrator in cases properly before the arbitrator shall be final and binding upon the parties subject, however, to the limitations of arbitration decisions as provided in the P.E.L.R.A.

Subd. 6 - Expenses: Each party shall bear its own expenses in connection with arbitration including expenses relating to the party's representatives, witnesses, and any other expenses which the party incurs in connection with presenting its case in arbitration. A transcript of recording shall be made of the hearing at the request of either party. The parties shall share equally fees and expenses of the arbitrator, the cost of the transcript or recording if requested by either or both parties, and any other expenses which the parties mutually agree are necessary for the conduct of the arbitration.

Subd. 7 - Jurisdiction: The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this procedure. The jurisdiction of the arbitrator shall not extend to proposed changes in terms and conditions of employment as defined herein and contained in this written agreement; nor shall an arbitrator have jurisdiction over any grievance which has not been submitted to arbitration in compliance with the terms of the grievance and arbitration procedure as outlined herein; nor shall the jurisdiction of the arbitrator extend to matters of inherent managerial policy, which shall include but are not limited to such areas of discretion or policy as the functions and programs of the School Board, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. In considering any issue in dispute, the arbitrator shall give due consideration to the statutory rights and obligations of the School Board to efficiently manage and conduct its operation within the legal limitations surrounding the financing of such operations.

ARTICLE XVI – GRANDFATHERED RETIREMENT/SEVERANCE PAY PROVISIONS

Section 1 – Retirement Conditions for Matt Esterby Eligibility for Severance Pay

~~Upon obtaining Regularly-employed Principals who have the age of 50 and completion of~~ at least ten years of service in the ~~is~~ District, ~~and who are at least 50 years of age, Matt Esterby~~ shall be eligible for severance pay pursuant to the provisions of this Article and upon submission of a written resignation accepted by the School Board. The District will accept notice of resignations for the purpose of retirement during the school year, provided the retiring Principal gives written notice a minimum of 90 days prior to the effective date of the resignation. Any Principal hired after July 1, 2009, will not be eligible for Severance Pay – Basic Formula under Section 2 of this Article, and will only have the 403b/457 matching contribution option.

Section 2 – Severance Pay - Basic Formula.

~~Eligible Principals, upon retirement, shall receive as severance pay an amount representing 80 days' pay. See Subd. 1, Eligibility~~

Section 3 – Deferred Compensation

~~Matching Contributions Plan 403b/457 – (Alternative to traditional Severance Plan outlined above in this Article, Section 2).~~

~~Subd. 1 - Eligibility: Any Principal who is regularly employed by the District shall be eligible for, and may choose to participate in a 403b/457 matching contribution plan pursuant to M.S. 356.24. Any Principal hired after July 1, 2009, will not be eligible for Severance Pay Basic Formula under Section 2 of this Article, and will only have the 403b/457 matching contribution option.~~

~~Subd. 2 - Contributions: The District will match eligible annual Principal contributions based on the following years of professional service in District #200. Determination of years will be based on hire date before or after January 1. The maximum matching contribution by the District shall not exceed \$60,000 for a career total ("lifetime" contribution). Any principal hired after August 1, 2012 will have a lifetime match of \$70,000.~~

<u>Principal Service Years in District #200</u>	<u>Maximum Amount of Match Per Year</u>
Principal work years 1-4	2.5% of annual contract salary
Principal work years 5-9	3% of annual contract salary
Principal Work years 10 and above	3.5% of annual contract salary

~~Subd. 3 - 403(b): The dollar amount above the legal contribution will be paid thru payroll as non-TRA eligible salary. It is up to the employee to contact their vendor and increase their 403(b) deduction to make this amount nontaxable.~~

~~Subd.4 - Participation - A salary reduction authorization agreement must be completed by the eligible Principal prior to August 1st proceeding the school year in which the Principal begins participation in the matching contributions plan. District #200 Principals who are covered under the Severance Pay provisions of Section 1 of this Article may choose to participate in the matching contributions plan 403b/457. If a Principal chooses to participate in the matching contributions plan 403b/457, all severance payments described in Section 2 of this Article are forfeited and the Principal may not later move to that type of arrangement. Principals on unpaid leaves may not participate in the matching contributions plan 403b/457 during the inclusive dates of said leave.~~

Section 24 - Severance Pay - Unused Sick Leave Days

~~In addition to the severance pay provided pursuant to Section 2 of this Article Matt Esterby a Principal shall be eligible to receive, upon the Principal's his retirement, the amount obtained by adding the Principal's his unused number of sick leave days, not to exceed the annual number of days specified in the individual Principal's contract at the time of retirement. For Principals who elect the deferred compensation option described in Section 3 of this Article, tThe maximum number of unused sick days that may be compensated is obtained by subtracting 80 days from the total number of days specified in his their 2015-2016 annual contract. The maximum number of days paid will be as follows: Any principal hired after August 1, 2012 will not be eligible for severance Pay Unused Sick Leave under this Article, and will only have the 403(b)/457 matching contribution option.~~

232 Contract days = Maximum of 152 unused sick days
207 Contract days = Maximum of 127 unused sick days

~~Note: Daily Rate of Pay is capped at the 2015-16 daily rate at the 5+ Years' Experience step.~~

Section 35 - Calculating Daily Rate of Pay

In applying the provisions of, Sections 1 ~~and, 2, and 3~~ of this Article, the daily rate shall be ~~\$513.13 calculated by dividing the annual total salary by the number of work days employed:~~

~~232 Contract days~~

~~207 Contract days~~

Section 45 - Health Care Savings Plan Contributions

~~Subd. 1 – In addition to other severance benefits provided in this Article, Matt Esterby shall be eligible to All principals, hired on or before August 1, 2012, will receive \$6,000 annually to be placed into the Principal'shis~~ Minnesota Health Care Savings Plan account.

~~Subd. 2 – All principals, hired after August 1, 2012, will not receive any allocation toward the Principal's Minnesota Health Care Savings Plan account.~~

Section 58 - Penalties

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

Section 6 - Payment of Severance Compensation

Severance Compensation shall not be granted to ~~any Principal~~ Matt Esterby if he ~~who is~~ discharged for cause by the District. ~~Payment of severance under this Article will be contributed to Principals who retire during the period covered by this contract will participate in a qualified Special Pay Deferral Plan and a Health Care Savings Plan.~~ On the first business day after the final date of employment in ~~the~~ District ~~#200~~, the amounts of the compensation specified in ~~Section 6, Subd. 1,~~ below, will be transferred by the District to such plans on behalf of ~~the retiring Principal~~ Matt Esterby.

~~Subd. 1 – For those employees who receive both accumulated sick leave and severance days, 100% Severance Compensation will be transferred to a Special Pay Deferral Plan and 0% will be transferred to a Health Care Savings Plan. For those employees only Matt Esterby will receive accumulated sick leave days of which, 0% of the Severance Compensation will be transferred to a Special Pay Deferral Plan and 100% will be transferred to a Health Care Savings Plan.~~

~~Subd. 2 - In the event of the death of an employee who is eligible for severance pay under the provisions of this Article, the spouse of the employee shall be eligible for the severance pay. In such case, payment of severance shall be made in accordance with state and federal law.~~ The estate will collect if there is no spouse. The requirement of a written resignation does not apply.

Section 7 - Participation in Insurance Plans Upon Retirement for ALL Principals

~~Subd. 1 - A Principal who retires under the terms of PERA or TRA, and of this contract shall be eligible for medical/hospitalization benefits.~~

~~Subd. 2 - The Principal shall be eligible to continue participation in the District medical/hospitalization plan.~~

~~Subd. 3 - After 10 years of continuous service and reaching the age of 55 the Principal shall receive a lump sum dollar amount that will be placed into the principal's Minnesota Health Care Savings Plan account. The lump sum dollar amount will be determined by taking the single premium insurance cost of the Comp Basic Insurance plan for the last year in which the principal worked, multiplied by a maximum of eight years, or the number of years remaining until the individual reaches the age of 65, whichever is less.~~

~~Section 8 - Primary Insurance Coverage for Retired Principals~~

~~If a retiree obtains employment with an employer other than the District and said retiree is covered by a group medical/hospitalization plan or HMO, such coverage shall be considered primary.~~

ARTICLE XVII - 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~~4~~6. 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~~4~~6, all compensation and working conditions shall remain in effect as set forth in this Agreement until a successor Agreement is affected.

Subd. 3 - This contract is subject to the provisions of M.S. 122A.40, et seq., and to all applicable statutes and rules of the State of Minnesota pertaining to qualification, licensure, employment, termination, and discharge.

Subd. 4 - This document is a continuing contract and shall remain in full force and effect, except as modified by the mutual consent of the District and the Principal, when superseded by a new contract, or if terminated as provided by law or by written resignation.

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

For Hastings Principals' Association
Hastings Public Schools (ISD 200)
Hastings, MN 55033

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

Paul Bakker, Negotiator

~~Lisa Hedin~~Carrie Tate, School Board Chairperson

Scott Doran, Negotiator

~~Robert McDowell~~Tammy Champa, Superintendent

Matt Esterby, Negotiator

~~Steve Kovach~~Ryan Wynn, Negotiator

Date

Date

APPENDIX A**High School Principal (52 Weeks)**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2022-2023	\$142,723	\$145,690	\$148,657	\$151,624	\$154,591
2023-2024	\$145,578	\$148,604	\$151,630	\$154,657	\$157,683

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2024-2025	\$149,945	\$153,062	\$156,179	\$159,297	\$162,413
2025-2026	\$154,443	\$157,654	\$160,864	\$164,076	\$167,285

Middle School Principal (52 Weeks)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2022-2023	\$135,406	\$138,306	\$141,207	\$144,107	\$147,008
2023-2024	\$138,114	\$141,072	\$144,031	\$146,989	\$149,948

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2024-2025	\$142,257	\$145,304	\$148,352	\$151,399	\$154,446
2025-2026	\$146,525	\$149,663	\$152,803	\$155,941	\$159,079

Elementary School Principal (52 Weeks)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2022-2023	\$130,686	\$133,526	\$136,367	\$139,208	\$142,049
2023-2024	\$133,299	\$136,197	\$139,095	\$141,992	\$144,890

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2024-2025	\$137,298	\$140,283	\$143,268	\$146,252	\$149,237
2025-2026	\$141,417	\$144,491	\$147,566	\$150,640	\$153,714

High School Assistant Principal (52 Weeks)**High School Assistant Principal/Athletic Director (52 Weeks)**

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2022-2023	\$122,510	\$125,170	\$127,830	\$130,489	\$133,149
2023-2024	\$124,960	\$127,673	\$130,386	\$133,099	\$135,812

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2024-2025	\$128,709	\$131,503	\$134,298	\$137,092	\$139,886
2025-2026	\$132,570	\$135,448	\$138,327	\$141,205	\$144,083

High School Assistant Principal (41.4 Weeks)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2022-2023	\$109,309	\$111,682	\$114,055	\$116,428	\$118,801
2023-2024	\$111,495	\$113,915	\$116,336	\$118,756	\$121,177

	<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>\$114,840</u>	<u>\$117,332</u>	<u>\$119,826</u>	<u>\$122,319</u>	<u>\$124,812</u>
<u>2025-2026</u>	<u>\$118,285</u>	<u>\$120,852</u>	<u>\$123,421</u>	<u>\$125,989</u>	<u>\$128,556</u>

Middle School Assistant Principal (52 Weeks)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2022-2023	\$116,446	\$119,042	\$121,637	\$124,232	\$126,827
2023-2024	\$118,775	\$121,423	\$124,070	\$126,717	\$129,364

	<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>\$122,338</u>	<u>\$125,066</u>	<u>\$127,792</u>	<u>\$130,519</u>	<u>\$133,245</u>
<u>2025-2026</u>	<u>\$126,008</u>	<u>\$128,818</u>	<u>\$131,626</u>	<u>\$134,435</u>	<u>\$137,242</u>

Middle School Assistant Principal (41.4 Weeks)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
2022-2023	\$103,898	\$106,214	\$108,530	\$110,845	\$113,161
2023-2024	\$105,976	\$108,338	\$110,700	\$113,062	\$115,424

	<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>\$109,155</u>	<u>\$111,588</u>	<u>\$114,021</u>	<u>\$116,454</u>	<u>\$118,887</u>
<u>2025-2026</u>	<u>\$112,430</u>	<u>\$114,936</u>	<u>\$117,442</u>	<u>\$119,948</u>	<u>\$122,454</u>

FOOTNOTES:

- ~~Joe Haas annual rate of pay grandfathered at \$128,733 for 2022-2023 and \$131,307 for 2023-2024~~
- ~~Pam Johnson annual rate of pay grandfathered at \$106,96 for 2022-2023~~
- ~~Chris Moore annual rate of pay grandfathered at \$109,036 for 2022-2023~~

Administrative Educational Credit:

Earned Doctorate* = \$1,000 added to base salary (*pro-rated based on full time FTE*).

Earned Specialist Degree** = \$500 added to base salary (*pro-rated based on full time FTE*).

*Must be from a properly accredited institution.

**Must provide evidence of Specialist Degree via Diploma or College Transcript.

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 Principals' Association (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

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 20242-20264 Master Agreement and continue until the ratification of the 20264-20286 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.

Hastings Principals' Association

Independent School District #200

For the Principals

For the District

Date

Date



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

DATE: February 26, 2025
TO: ISD #200 School Board
FROM: Jennifer Seubert, Director of Finance and Operations
SUBJECT: Non-Public Transportation Reimbursement Rate for 2024-2025

Recommendation to approve the 2024-2025 non-public transportation reimbursement rate for families whose children attend non-public schools outside of District #200 boundary at \$275 per student.

Minnesota Statutes, sections 123B.84 through 123B.87, require public school districts to provide transportation within the district for resident students attending nonpublic schools

For students attending nonpublic schools located outside of the district boundaries, the public school district is responsible for transporting the nonpublic school students to the appropriate school district boundary. Districts may transport students on district-owned buses, contractor-owned buses, or by contracting with the parents for the trip from the home to the border.

The reimbursement rate is to be determined by the district and is based on prior year information. An aid per student calculation is used, as well as trend data, and comparisons to what other districts are using for reimbursement rates.

The district receives Non-Public Pupil Transportation Aid for these students, so it is not a cost to the district.

Prior rates:

23-24	\$250.00
22-23	\$250.00
21-22	\$250.00
20-21	\$250.00
19-20	\$225.00

**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:

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.
- E. Overtime for special events as may be required for the safety of students, staff, and visitors to School District facilities will be determined on an annual basis and shared between the City and the School District based on average overtime hours utilized as specified in Exhibit A.

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's 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's are on paid leave or are 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 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's 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's 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 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 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 Agreement 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 – 2 SCHOOL RESOURCE OFFICERS
 FOR 25-26 SCHOOL YEAR

<u>Description</u>	<u>Amounts</u>
Wages (top patrol & mid-range longevity)	\$226,161.46
Longevity	\$4,945.44
Medicare	\$3,279.34
Insurance	\$47,800.34
PERA	\$40,030.58
Work Comp	\$12,710.28
Long-term Disability	\$669.02
<hr/>	
Program Total	\$335,596.46
City of Hastings Contribution (50%)	\$167,798.23
School District Contribution (50%)	\$167,798.23
 School District Officer Other Billable Costs – Per Agreement	
40 hours OT – wage cost only	\$5,814.30
Equipment – Mileage	\$6,000.00
<hr/>	
Other Billable Total	\$11,814.30

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's 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 office 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

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's 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's 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.



534 UNPAID MEAL CHARGES

I. PURPOSE

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

II. PAYMENT OF MEALS

- A. All a la carte items or second meal purchases are to be prepaid before meal service begins on the district website under: Parents - Online Payments - Food Service/MealPay Plus. A student who does not have sufficient funds will not be allowed to charge a la carte items or a second meal until additional money is deposited in the student's account.
- B. A school that participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage at or above the federal percentage determined for all meals to be reimbursed at the free rate must participate in the federal Community Eligibility Provision in order to participate in the free school meals program.
- C. Each school that participates in the free school meals program must:
 - 1. participate in the United States Department of Agriculture School Breakfast Program and the United States Department of Agriculture National School Lunch Program; and
 - 2. provide to all students at no cost up to two federally reimbursable meals per school day, with a maximum of one free breakfast and one free lunch.
- D. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meal balance.

- E. When the student has a negative balance, the student will not be allowed to charge a snack item.
- F. If a parent/guardian chooses to send in one payment that is to be divided between sibling accounts, the parent/guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent/guardian.

III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

- A. The school district will make reasonable efforts to notify families and employees when meal account balances are low or fall below zero, ~~of a low account balance when the account is below \$0.00, via the district's automated alert notification system. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program. A meal will not be taken away from a student with an overdrawn account.~~¶¶
- B. Families will be notified of an outstanding negative balance notification when their student's account is below \$0.00, twice per week via the district's automated alert notification system.
- C. ~~Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program, including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, providing alternative meals not specifically related to dietary needs; providing non reimbursable meals; or affixing stickers, stamps, or pins. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program, including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, providing alternative meals not specifically related to dietary needs; providing non reimbursable meals; or affixing stickers, stamps, or pins.~~
- D. ~~When an account balance reaches negative \$50, the Food & Nutrition Services Department shall notify the parent(s)/guardian(s) via letter. Such letter shall notify the parent(s)/guardian(s) of the expectation that the account be brought to a positive balance within ten days or as specified in a repayment plan, and will include a meal application (if one is not already on file).~~¶¶

¶¶

~~E. When an account balance reaches negative \$75, building principals shall contact the parent(s)/guardian(s) via phone to communicate the expectation that the account be brought to a positive balance within ten days or as specified in a repayment plan.~~

~~¶~~

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

~~¶~~

~~• Food & Nutrition Services Department Director or secretary~~

~~Individual school buildings principals, secretaries, social workers, or community support social workers.~~

IV. UNPAID MEAL CHARGES

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. Negative balances of more than \$100, not paid prior to the end of the school year, will be turned over to the superintendent or superintendent's designee for collection. In some instances, the school district does use a collection agency to collect unpaid school meal debts after reasonable efforts first have been made by the school district to collect the debt. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.
- D. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- E. The school district will not impose any other restriction prohibited under Minnesota Statutes section 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

V. COMMUNICATION OF POLICY

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

Legal References: *Minn. Stat. § 123B.37 (Prohibited Fees)*
Minn. Stat. § 124D.111, Subd. 4 (School Meals Policies; Lunch Aid; Food Service Accounting)
42 U.S.C. § 1751 et seq. (Healthy and Hunger-Free Kids Act)
7 C.F.R. § 210 et seq. (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

Cross References: *None*

Policy Reviewed: ~~12.09.2024~~ ~~05.29.2020~~
Policy Adopted: 06.24.2020
Policy Revised: 07.27.2023



614 SCHOOL DISTRICT TESTING PLAN AND PROCEDURE

I. PURPOSE

~~It is the purpose of this policy to set forth the school district's testing plan and procedure. The purpose of this policy is to set forth the school district's testing plan and procedure.~~

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to implement procedures for testing, test security, ~~reporting, documentation, notification to students and parents and student record keeping in accordance with Minnesota law.~~

III. DUTIES OF SCHOOL DISTRICT PERSONNEL REGARDING TEST ADMINISTRATION ~~TEST ADMINISTRATOR~~

A. Superintendent

1. Responsibilities before testing:

- a) Designate a district assessment coordinator and district technology coordinator.
- b) The superintendent, or a designee who has been authorized to be the identified official with authority by the school board, pre-authorizes staff access for applicable Minnesota Department of Education (MDE) secure systems.
- c) Annually review and recertify staff who have access to MDE secure systems.
- d) Read and complete the Assurance of Test Security and Non-Disclosure.
- e) Establish a culture of academic integrity.
- f) Fully cooperate with MDE representatives conducting site visits or Minnesota Test of Academic Skills (MTAS) audits during testing.
- g) Ensure student information is current and accurate.
- h) Ensure that a current district test security procedure is in place and that all relevant staff have been provided district training on test administration and test security.
- i) Ensure that a current process is included for tracking which students tested with which test monitors and any other adult(s) who were present in the testing room (e.g., staff providing assistance, paraprofessionals, etc.).
- j) Confirm the district assessment coordinator has current information and training

specific to test security and the administration of statewide assessments.

- k) Confirm the district assessment coordinator completes Pre-test Editing in the Test Web Edit System (WES).
- l) Post on the school district website the complete Parent/Guardian Guide and Refusal for Student Participation in Statewide Testing form.

2. Responsibilities after testing:

- a) Confirm the district assessment coordinator and Minnesota Automated Reporting Student System (MARSS) coordinator complete Post-test Editing in Test WES.
- b) Verify with the district assessment coordinator that all test security issues have been reported to MDE and are being addressed.
- c) Confirm the MARSS coordinator has updated all student records for Post-test Editing.
- d) Confirm the district assessment coordinator has finalized the district's assessment information prior to the close of Post-test Editing in Test WES.
- e) Confirm the district assessment coordinator, or designee, has access to the Graduation Requirements Records (GRR) system and enters necessary information.
- f) Discuss assessment results with the district assessment coordinator and school administrators.

B. District Assessment Coordinator

1. Responsibilities before testing:

- a) Serve as primary contact with MDE regarding policy and procedure questions related to test administration.
- b) Read and complete the Assurance of Test Security and Non-Disclosure.
- c) Confirm all staff who handle test materials, administer tests, or have access to secure test content have completed the Assurance of Test Security and Non-Disclosure.
 - (1) Maintain the completed Assurance of Test Security and Non-Disclosure for two years after the end of the academic school year in which testing took place.

- d) Review with all staff the Assurance of Test Security and Non-Disclosure and their responsibilities thereunder.
- e) Identify appropriate tests for students and ensure student data sent to service providers for testing are correct.
- f) Establish district testing schedule within the testing windows specified by the MDE and service providers.
- g) Prepare testing conditions, including user access to service provider websites, preparing readiness for online testing, preparing a plan for tracking which students test on which computers or devices, ensure accommodations are indicated as necessary, providing students with opportunity to become familiar with test format, item types, and tools prior to test administration; establishing process for inventorying and distributing secure test materials where necessary; preparing procedures for expected and unexpected situations occurring during testing; planning for addressing technical issues while testing; identify staff who will enter student responses from paper accommodated test materials and scores from MTAS administration online.
- h) Train school assessment coordinators, test monitors, MTAS test administrators, and ACCESS (test for English language learners) and Alternate ACCESS test administrators.
 - (1) Provide training on proper test administration and test security (Pearson's Training Management System).
 - (2) Verify staff complete any and all test-specific training.
- i) Maintain security of test content, test materials, and record of all staff involved.
 - (1) Receive secure paper test materials from the service provider and immediately lock them in a previously identified secure area, inventory same, and contact service provider with any discrepancies.
 - (2) Organize secure test materials for online administrations and keep them secure.
 - (3) Define chain of custody for providing test materials to test monitors and administrators. The chain of custody must address the process for providing test materials on the day of testing, distributing test materials to and collecting test materials from students at the time of testing, keeping test materials secure between testing sessions, and returning test materials

after testing is completed.

j) Confirm that all students have appropriate test materials.

2. Responsibilities on testing day(s):

a) Conduct random, unannounced visits to testing rooms to observe staff adherence to test security and policies and procedures.

b) Fully cooperate with MDE representatives conducting site visits or MTAS audits.

c) Contact the MDE assessment contact within 24 hours of a security breach and submit the Test Security Notification in Test WES within 48 hours.

d) Address invalidations and test or accountability codes.

3. Responsibilities after testing:

a) Ensure that student responses from paper accommodated test materials and MTAS scores are entered.

b) Arrange for secure disposal of all test materials that are not required to be returned within 48 hours after the close of the testing window.

c) Return secure test materials as outlined in applicable manuals and resources.

d) Collect security documents and maintain them for two years from the end of the academic school year in which testing took place.

e) Review student assessment data and resolve any issues.

f) Distribute Individual Student Reports no later than fall parent/teacher conferences.

g) Enter Graduation Requirements Records in the GRR system.

C. School Principal

1. Responsibilities before testing:

a) Designate a school assessment coordinator and technology coordinator for the building.

b) Be knowledgeable about proper test administration and test security as outlined in manuals and directions.

c) Read and complete the Assurance of Test Security and Non-Disclosure.

- d) Communicate the importance of test security and expectation that staff will keep test content secure and act with honesty and integrity during test administration.
 - e) Provide adequate secure storage space for secure test materials before, during, and after testing until they are returned to the service provider or securely disposed of.
 - f) Ensure adequate computers and/or devices are available and rooms are appropriately set up for online testing.
 - g) Verify that all test monitors and test administrators receive proper training for test administration.
 - h) Ensure students taking specified tests have the opportunity to become familiar with test format, item types, and tools prior to test administration.
 - i) Include the complete Parent/Guardian Guide and Refusal for Student Participation in Statewide Testing form in the student handbook.
2. Responsibilities on testing day(s):
- a) Ensure that test administration policies and procedures and test security requirements in all manuals and directions are followed.
 - b) Fully cooperate with MDE representatives conducting site visits or MTAS audits.
3. Responsibilities after testing:
- a) Ensure all secure test materials are collected, returned, and/or disposed of securely as required in any manual.
 - b) Ensure requirements for embargoed final assessment results are followed.

D. School Assessment Coordinator

1. Responsibilities before testing:
- a) Implement test administration and test security policies and procedures.
 - b) Read and complete the Assurance of Test Security and Non-Disclosure.
 - c) Ensure all staff who handle test materials, administer tests, or have access to secure test content read and complete the Assurance of Test Security and Non-Disclosure.
 - d) Identify appropriate tests for students and ensure student data sent to service

providers for testing are correct.

- e) Prepare testing conditions, including the following: schedule rooms and computer labs; arrange for test monitors and administrators; arrange for additional staff to assist with unexpected situations; arrange for technology staff to assist with technical issues; develop a plan for tracking which students test on which computers or devices; plan seating arrangements for students; ensure preparations are completed for Optional Local Purpose Assessment (OLPA), Minnesota Comprehensive Assessment (MCA), and ACCESS online testing; ensure accommodations are properly reported; confirm how secure paper test materials will arrive and quantities to expect; address accommodations and specific test administration procedures; determine staff who will enter the student responses from paper accommodated test materials and scores from MTAS administrations online.
- f) Train staff, including all state-provided training materials, policies and procedures, and test-specific training.
- g) Maintain security of test content and test materials.
 - (1) Receive secure paper test materials from the service provider and immediately lock them in a previously identified secure area, inventory same, and contact service provider with any discrepancies.
 - (2) Organize secure test materials for online administrations and keep them secure.
 - (3) Follow chain of custody for providing test materials to test monitors and administrators. The chain of custody must address the process for providing test materials on the day of testing, distributing test materials to and collecting test materials from students at the time of testing, keeping test materials secure between testing sessions, and returning test materials after testing is completed.
 - (4) Identify the need for additional test materials to the district assessment coordinator.
 - (5) Provide MTAS student data collection forms if necessary.
 - (6) Distribute applicable ACCESS and Alternate ACCESS Test Administrator Scripts and Test Administration Manuals to test administrators so they can become familiar with the script and prepare for test administration.

- (7) Confirm that all students taking ACCESS and Alternate ACCESS have appropriate test materials and preprinted student information on the label is accurate.

2. Responsibilities on testing day(s):

- a) Distribute materials to test monitors and ACCESS test administrators and ensure security of test materials between testing sessions and that district procedures are followed.
- b) Ensure Test Monitor and Student Directions and Test Administrator Scripts are followed and answer questions regarding the same.
- c) Fully cooperate with MDE representatives conducting site visits or MTAS audits, as applicable.
- d) Conduct random, unannounced visits to testing rooms to observe staff adherence to test security and test administration policies and procedures.
- e) Report testing irregularities to the district assessment coordinator using the Test Administration Report.
- f) Report security breaches to the district assessment coordinator as soon as possible.

3. Responsibilities after testing:

- a) Ensure that all paper test materials are kept locked and secure and security checklists completed.
- b) Ensure that student responses from paper accommodated test materials and MTAS scores are entered.
- c) Arrange for secure disposal of all test materials that are not required to be returned within 48 hours after the close of the testing window.
- d) Return secure test materials as outlined in applicable manuals and resources.
- e) Prepare materials for pickup by designated carrier on designated date(s). Maintain security of all materials.
- f) Ensure requirements for embargoed final assessment results are followed.

E. Technology Coordinator

1. Ensure that the district is prepared for online test administration and provide

technical support to district staff.

2. Acquire all necessary user identifications and passwords.
3. Read and complete the Assurance of Test Security and Non-Disclosure.
4. Fully cooperate with MDE representatives conducting site visits or MTAS audits.
5. Attend district training and any service provider technology training.
6. Review, use, and be familiar with all service provider technical documentation.
7. Prepare computers and devices for online testing.
8. Confirm site readiness.
9. Provide all necessary accessories for testing, technical support/troubleshooting during test administration and contact service provider help desks as needed.

F. Test Monitor

1. Responsibilities before testing:
 - a) Read and complete the Assurance of Test Security and Non-Disclosure.
 - b) Attend trainings related to test administration and security.
 - c) Complete required training course(s) for tests administering.
 - d) Be knowledgeable about how to contact the school assessment coordinator during testing, where to pick up materials on day of test, and plan for securing test materials between test sessions.
 - e) Be knowledgeable regarding student accommodations.
 - f) Remove or cover any instructional posters or visual materials in the testing room.
2. Responsibilities on testing day(s).
 - a) Before test:
 - (1) Receive and maintain security of test materials.
 - (2) Verify that all test materials are received.
 - (3) Ensure proper number of computers/devices or paper accommodated test materials are present.

- (4) Verify student testing tickets and appropriate allowable materials.
- (5) Assign numbered test books to individual students.
- (6) Complete information as directed.
- (7) Record extra test materials.

b) During test:

- (1) Verify that students are logged in and taking the correct test or using the correct grade-level and tier test booklet for students with paper accommodated test materials.
- (2) Follow all directions and scripts exactly.
- (3) Follow procedures for restricting student access to cell phones and other electronic devices, including wearable electronic devices.
- (4) Stay in **the** testing room and remain attentive during **the** entire test session. Practice active monitoring by circulating throughout the room during testing.
- (5) Be knowledgeable about responding to emergency or unusual circumstances and technology issues.
- (6) Do not review, discuss, capture, email, post, or share test content in any format.
- (7) Ensure all students have been provided the opportunity to independently demonstrate their knowledge.
- (8) Fully cooperate with MDE representatives conducting site visits or MTAS audits.
- (9) Document the students who tested with the test monitor and any other adult(s) who were present in the testing room (e.g., staff providing assistance, paraprofessionals, etc.).
- (10) Document students who require a scribe or translated directions or any unusual circumstances and report to **the** school assessment coordinator.
- (11) Report any possible security breaches as soon as possible.

c) After **the** test:

- (1) Follow directions and scripts exactly.
- (2) Collect all materials and keep secure after each session. Upon completion, return to the school assessment coordinator.
- (3) Immediately report any missing test materials to the school assessment coordinator.

G. MTAS Test Administrator

1. Before testing:

- a) Read and complete the Assurance of Test Security and Non-Disclosure.
- b) Attend trainings related to test administration and security.
- c) Complete required training course(s) for tests administering.
- d) Be knowledgeable as to when and where to pick up MTAS materials and the school's plan for keeping test materials secure.
- e) Prepare test materials for administration, including objects and manipulatives, special instructions, and specific adaptations for each student.

2. Responsibility on testing day(s):

a) Before the test:

- (1) Maintain security of materials.
- (2) Confirm appropriate MTAS materials are available and prepared for **each** student.

b) During the test:

- (1) Administer each task to each student and record the score.
- (2) Be knowledgeable about how to contact the district or school assessment coordinator, if necessary, and how to respond to emergency and unusual circumstances.
- (3) Fully cooperate with MDE representatives conducting site visits or MTAS audits.
- (4) Document and report and unusual circumstances to **the** district or school assessment coordinator.

- c) After the test.:
 - (1) Keep materials secure.
 - (2) Return all materials.
 - (3) Return objects and manipulatives to classroom.
 - (4) Enter MTAS scores online or return data collection forms to the district or school assessment coordinator.

H. MARSS Coordinator

1. Responsibilities before testing:

- a) Confirm all eligible students have unique state student identification (SSID) or MARSS numbers.
- b) Ensure English language and special education designations are current and correct for students testing based on those designations.
- c) Submit MARSS data on an ongoing basis to ensure accurate student demographic and enrollment information.

2. Responsibilities after testing:

- a) Ensure accurate enrollment of students in schools during the accountability windows.
- b) Ensure MARSS identifying characteristics are correct, especially for any student not taking an accountability test.
- c) Work with district assessment coordinator to edit discrepancies during the Post-test Edit window in Test WES.

I. Any Person with Access to Test Materials

Read and complete the Assurance of Test Security and Non-Disclosure.

IV. TEST SECURITY

A. Test Security Procedures will be adopted by school district administration.

B. Students will be informed of the following:

- 1. The importance of test security;

2. Expectation that students will keep test content secure;
3. Expectation that students will act with honesty and integrity during test administration;
4. Expectation that students will not access cell phones, wearable technology (e.g., smart watches, fitness trackers), or other devices that can electronically send or receive information. The test of a student who wears a device during testing must be invalidated.

If a student completes testing and then accesses a cell phone or other prohibited device (including wearable technology), the school district must take further action to determine if the test should be invalidated, rather than automatically invalidating the test.

5. Availability of the online Test Security Tip Line on the MDE website for reporting suspected incidents of cheating or other improper or unethical behavior.

C. Staff will be informed of the following:

1. Availability of the online Test Security Tip Line on the MDE website for reporting suspected incidents of cheating or other improper or unethical behavior.
2. Other contact information and options for reporting security concerns.

~~The school district test administrator as named in Policy 613, Graduation Requirements, shall be responsible for preparing and presenting annually to the school board for approval, and overseeing the publishing of the basic standards test administration plan. The school district test administrator shall file the plan with the Department of Education (“Department”) and deliver the plan to all households in the school district by October 15 of each year. The plan shall include, at a minimum, the following:~~

~~The graduation requirements,¶¶~~

~~D. The number of opportunities a student shall have to retake tests of basic standards during each year,¶¶~~

~~E. The opportunities for remediation for a student who has not passed tests of basic standards,¶¶~~

~~F. The process for requesting an additional testing opportunity and accommodations for a senior who has met all other graduation requirements but has not passed one or more basic standards,¶¶~~

- ~~G. The process for appealing the school district's response to requests in item C.,~~
- ~~H. The method to report breaches in test security procedures to the school district and the Department, and~~
- ~~I. Procedures for meeting the needs of Limited English Proficient students, students who require an IEP or students who require Section 504 Accommodation.~~

~~**TEST SECURITY**~~

~~J. **Security Requirements.** When administering tests for the basic standards, the school district shall observe the following test security measures in addition to any requirements imposed by the Minnesota Department of Education.~~

~~¶~~

~~1. All test booklets, answer sheets, and test materials shall be placed in locked storage before and after the test administration,~~

~~¶~~

~~2. The tests, testing materials, and answer sheets are nonpublic data under Minn. Stat. § 13.34,~~

~~¶~~

~~3. No copies of test booklets or answer sheets shall be made, and~~

~~¶~~

~~4. The school district shall report any violations of test security to the Department. The Department shall receive reports of violations of test security from anyone with knowledge of such an incident.~~

~~¶~~

~~K. **Security Violations.** The Department shall investigate any reported incidents of breaches in test security. The consequences of a violation of test security may include:~~

~~¶~~

~~1. The invalidation of test scores if a violation is found to justify serious questions about the integrity of the results of the test administration, or~~

~~¶~~

~~V. **Other reasonable sanctions that are necessary to preserve the security and confidentiality of future tests and test administrations.**~~

~~**SCHOOL DISTRICT REPORTING TO THE DEPARTMENT AND PUBLIC**~~

~~¶~~

~~A. The school district shall report the information specified below to the Department annually by October 15 in a format to be determined by the Department.~~

~~B. The school district shall prepare and disseminate annually by October 15 a public report of the information specified below through the official newspaper or through~~

~~publications sent to all households in the school district.~~

~~C. The reports required above shall include:~~

- ~~1. The number of students enrolled at each grade level 9 through 12 according to the end of the year Minnesota Automated Reporting Student System (MARSS) report;~~
- ~~2. The number of students at each grade level 9 through 12 passing each basic standard at the state standards level;~~
- ~~3. The number of students at each grade level 9 through 12 passing each basic standard at an individualized level under an IEP or a Section 504 Accommodation plan;~~
- ~~4. The number of students at each grade level 9 through 12 passing tests in each basic standard with tests that have been translated into a language other than English;~~
- ~~5. The number of students at each grade level 9 through 12 exempt from testing in each basic standard; and~~
- ~~6. For grade 12 of the previous year only, the number of students currently denied a high school diploma because of not passing the state standard for a basic standard when all other graduation requirements have been met.~~

~~The superintendent shall submit reports identifying expenditures related to basic standards testing, to the Department as required by law.~~

VI. REQUIRED DOCUMENTATION FOR PROGRAM AUDIT

A. The school district shall maintain records necessary for program audits conducted by MDE.~~the Department.~~ The records must include documentation consisting of the following:~~that:~~

1. Signed Assurance of Test Security and Non-Disclosure forms must be maintained for two years after the end of the academic year in which the testing took place.
2. School district security checklists provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.
3. School security checklists provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.

4. Test Monitor Test Materials Security Checklist provided for each group of students assigned to a test monitor must be maintained for two years after the end of the academic school year in which testing took place.
 5. School district test monitor tracking documentation must be maintained for two years after the end of the academic year in which the tracking took place.
 6. ACCESS and Alternate ACCESS Packing List and Security Checklist provided in the test materials shipment must be maintained for two years after the end of the academic school year in which testing took place.
 7. Documentation of school district staff training on test administration and test security must be maintained for two years after the end of the academic school year in which testing took place.
 8. Test Security Notification must be maintained for two years after the end of the academic school year in which testing took place.
 9. Test Administration Report must be maintained for one year after the end of the academic school year in which testing took place.
 10. Record of staff trainings and test-specific trainings must be maintained for one year after the end of the academic year in which testing took place.
- ~~B. Required notifications to parents and students meet the requirements of Minn. Rules Part 3501.0120,¶¶~~
- ~~C. Required student records meet the requirements of Minn. Rules Part 3501.0130,¶¶~~
- ~~D. The school district's process for additional testing of students meets the requirements of Minn. Rules Part 3501.0050,¶¶~~
- ~~E. Test security procedures comply with Minn. Rules Part 3501.0150,¶¶~~
- ~~F. The school district's decisions regarding testing accommodations, modifications, and granting exemptions are in compliance with Minn. Rules Parts 3501.0090 and 3501.0100,¶¶~~
- ~~G. The school district's curriculum and instruction provides appropriate learning opportunities in the basic standards in compliance with Minn. Rules Part 3501.0110,¶¶~~
- ~~H. Remediation plans for students are on file consistent with Minn. Rules Part 3501.0110,¶¶~~
- ~~I. The basic standards test administration plan complies with Minn. Rules Part 3501.0140, subpart 2,¶¶~~
- ~~J. The documentation for students granted accommodations or exempted from testing complies with Minn. Rules Part 3501.0090,¶¶~~
- ~~K. The assessments and documentation of performance for students granted modifications of statewide standards comply with Minn. Rules Part 3501.0090, subpart 2, item C, and¶¶~~

~~L. The school district's process for testing considerations for LEP students complies with Minn. Rules Part 3501.0100.~~

~~REQUIRED NOTIFICATION TO PARENTS AND STUDENTS~~

~~¶~~

~~M. **Written Notice.** The school district shall establish and maintain a system to provide written notice to parents and students about graduation requirements.~~

~~¶~~

~~N. **Notice of Graduation Requirements.** No later than thirty (30) working days after the date of the entrance into the 9th grade or transfer of a student into the school district during or after 9th grade, the school district shall provide to the parents and the student written notice of:~~

~~¶~~

~~1. The graduation requirements, and~~

~~¶~~

~~2. The grade in which the student shall have the first opportunity to take a test in basic standards.~~

~~¶~~

~~O. **Notice of Test Results and Remediation Opportunities.** The school district shall provide no later than ninety (90) days after a student takes a test of basic standards, written notice to the parents and the student of:~~

~~1. Basic standards test results, and~~

~~2. Consistent with Minn. Rules Part 3501.0050, subpart 3, if the student is in the graduating year:~~

~~a) The process by which a parent or student can request additional testing and testing accommodations after April 1, and~~

~~b) The process by which a parent or student can appeal the school district's decision if additional testing or testing accommodation is denied.~~

~~VII. **Notice Pertaining to Adequate Yearly Progress.** If the school district is proposed for identification for school improvement, for corrective action, or for restructuring by the Minnesota Department of Education, the school district shall provide to parents of students in the school district sufficiently detailed summary data of its academic assessments or other academic indicators reviewed to determine whether the school is making adequate yearly progress to permit parents to appeal the Department's proposal:~~

~~STUDENT RECORD KEEPING~~

~~A. **Test Results.** The school district shall keep a record on each student that includes.¶¶~~

~~1. The basic standards tests taken, and¶¶~~

~~2. The results of the most recent basic standards tests given.¶¶~~

~~B. **Student Progress.** Individual student progress shall be reported on a student record as described in items 1. to 4. below.¶¶~~

~~¶¶~~

~~1. “Pass-state level” shall be noted on the record of a student who passes a basic standards test under standard conditions or with an accommodation. The records for students passing with an accommodation shall not be different from the records of students passing the test under standard conditions.¶¶~~

~~¶¶~~

~~2. “Pass-individual level” shall be noted on the record of a student who passes a basic standards test with a modification established in the IEP or Section 504 Accommodation plan in accordance with Minn. Rules Part 3501.0090.¶¶~~

~~¶¶~~

~~3. “Pass-translation” shall be noted on the record of a student who passes a basic standards test that has been translated into a language other than English and has not been validated by the state as a state test with a set passing score.¶¶~~

~~¶¶~~

~~VIII. **“Exempt” shall be noted on the record of a student who has been exempted from a basic standards test.**~~

~~RETALIATION PROHIBITED~~

~~An employee who discloses information to the MDE Commissioner or a parent or guardian about service disruptions or technical interruptions related to administering assessments under this section is protected under section 181.932, governing disclosure of information by employees.~~

Legal References: *Minn. Stat. § 13.34 (Examination Data)*
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Stat. § 120B.30 (School Accountability)
Minn. Rules Parts 3501..0660 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Part 3501.082 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social

Studies)

Minn Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

20 U.S.C. § 6301, et seq. (Every Student Succeeds Act)

Cross References: *ISD 200 Policy 601 (School District Curriculum and Instruction Goals)*

ISD 200 Policy 613 (Graduation Requirements)

ISD 200 Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)

ISD 200 Policy 616 (School District System Accountability)

Minnesota Pearson Access Next Resources and Forms:

<http://minnesota.pearsonaccessnext.com/policies-and-procedures/>

Policy Reviewed: ~~12.09.2024~~ ~~02.08.2022~~

Policy Adopted: 07.31.2024

Policy Revised: 07.01.2024



615 ~~BASIC STANDARDS TESTING; ACCOMMODATIONS, MODIFICATIONS, AND EXEMPTIONS FOR IEPs, SECTION 504 PLANS-ACCOMMODATIONS, AND LEP STUDENTS~~

I. PURPOSE

The purpose of the policy is to provide adequate opportunities for students identified as having an individualized education program (IEP), Rehabilitation Act of 1973, Section 504 accommodation plan (504 plan), or English Learner (EL) needs to participate in statewide assessment systems designed to hold schools accountable for the academic performance of all students. ~~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).

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.

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

See Chapter 45 of the current “Procedures Manual for the Minnesota Assessments” and Guidelines for Administration of Accommodations and Linguistic Supports.

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. 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)*
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Stat. § 125A.08 (Individualized Education Programs)
Minn. Rules Parts 3501.0660 (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 Policy 104 (School District Mission Statement)*~~
ISD 200 Policy 601 (School District Curriculum and Instruction Goals)
ISD 200 Policy 613 (Graduation Requirements)
ISD 200 Policy 614 (School District Testing Plan and Procedure)
ISD 200 Policy 616 (School District System Accountability)

Policy Reviewed: 07.01.2024
Policy Adopted: 09.25.2024
Policy Revised: 12.09.2024~~07.01.2024~~



721 **UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES**

I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district.

II. DEFINITIONS

- A. “Compensation for personal services” includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations, section 200.431 (Compensation - Fringe Benefits).
- B. “Contract” means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 Code of Federal Regulations Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.
- C. “Direct costs” are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
- D. “Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$10,000.
- E. “Federal award” has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:
 - 1.
 - a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described

in 2 Code of Federal Regulations section 200.101 (Applicability); or

- b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations section 200.101 (Applicability).
2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 Code of Federal Regulations section 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.
3. “Federal award” does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.

F. Grants

1. “State-administered grants” are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).
 2. “Direct grants” are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.
- G. “Non-federal entity” means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

~~“Federal award” has the meaning, depending on the context, in either paragraph 1. or 2. of this definition.~~

~~The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations section 200.101 (Applicability), or~~

~~The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations section 200.101 (Applicability).~~

~~The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 Code of Federal Regulations section 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.~~

~~“Federal award” does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.¶¶~~

~~“Contract” means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 Code of Federal Regulations Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.~~

H. “Post-retirement health plans” refer to costs of health insurance or health services not included in a pension plan covered by 2 Code of Federal Regulations, section 200.431(g) for retirees and their spouses, dependents, and survivors.

I. Procurement Methods

1. “Procurement by micro-purchase” is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally \$10,000, except as otherwise discussed in 48 Code of Federal Regulations Subpart 2.1 or as periodically adjusted for inflation).
2. “Procurement by small purchase procedures” are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$175250,000 (periodically adjusted for inflation).
3. “Procurement by sealed bids (formal advertising)” is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
4. “Procurement by competitive proposals” is normally conducted with more than one source submitting an offer, and either a fixed-price or cost- reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.
5. “Procurement by noncompetitive proposals” is procurement through solicitation of a proposal from only one source.

~~“Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$105,000.~~

~~“Compensation for personal services” includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations section 200.431 (Compensation - Fringe Benefits).~~

~~“Post-retirement health plans” refer to costs of health insurance or health services not included in a pension plan covered by 2 Code of Federal Regulations section 200.431(g) for retirees and their spouses, dependents, and survivors.~~

- J. “Relocation costs” are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.
- K. “Severance pay” is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.

~~“Direct costs” are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.~~

~~“Relocation costs” are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.~~

- L. “Travel costs” are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. CONFLICT OF INTEREST

A. Employee Conflict of Interest.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which

employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.

- B. Organizational Conflicts of Interest. The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.
- C. Disclosing Conflicts of Interest. The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policy.

IV. ACCEPTABLE METHODS OF PROCUREMENT

- A. General Procurement Standards.

The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.

- B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
- D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- E. The school district must maintain records sufficient to detail the history of procurement.

These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.

- F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.
- G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- H. Methods of Procurement.

The school district must use one of the following methods of procurement:

1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.
2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
3. Procurement by sealed bids (formal advertising).
4. Procurement by competitive proposals. If this method is used, the following requirements apply:
 - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - b. Proposals must be solicited from an adequate number of qualified sources;
 - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - e. The school district may use competitive proposal procedures for

qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:
 - a. The item is available only from a single source;
 - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
 - d. After solicitation of a number of sources, competition is determined inadequate.

I. Competition.

The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

- J. The school district must ensure that all prequalified lists of persons, firms, or products

which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the school district must not preclude potential bidders from qualifying during the solicitation period.

- K. Non-federal entities are prohibited from contracting with or making sub awards under “covered transactions” to parties that are suspended or debarred or whose principals are suspended or debarred. “Covered transactions” include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.
- L. All non-procurement transactions entered into by a recipient (i.e., sub awards to sub recipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 Code of Federal Regulations section 180.215.

V. **MANAGING EQUIPMENT AND SAFEGUARDING ASSETS**

A. Property Standards.

The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award. The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 Code of Federal Regulations sections 200.311, 200.314, and 200.315.

B. Equipment

Management requirements.

Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with

the property records at least once every two years.

3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep property in good condition.
5. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

C. Cybersecurity

The school district must take reasonable cybersecurity and other measures to safeguard

1. Personally identifiable information;
2. Information that the federal agency or pass-through entity designates as sensitive; and
3. Other information that the school district considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

VI. FINANCIAL MANAGEMENT REQUIREMENTS

A. Financial Management

The school district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.

B. Payment

The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control.

Advance payments to a school district must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The

timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

C. Internal Controls

The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government,” issued by the Comptroller General of the United States, or the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with the United States Constitution, federal statutes, regulations, and the terms and conditions of the federal award. ~~The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.~~

The school district must ~~also~~ evaluate and monitor the school district’s compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must also take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

A. Allowable Use of Funds.

The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.

B. Definitions

1. “Allowable cost” means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance,

applications, and approved grant awards.

2. “Education Department General Administrative Regulations (EDGAR)” means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at:
<http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
3. “Omni Circular” or “2 Code of Federal Regulations Part 200s” or “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
4. “Advance payment” means a payment that a federal awarding agency or pass-through entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.

C. Allowable Costs.

The following items are costs that may be allowable under the 2 Code of Federal Regulations Part 200s under specific conditions:

1. Advisory councils;
2. Audit costs and related services;
3. Bonding costs;
4. Communication costs;
5. Compensation for personal services;
6. Depreciation and use allowances;
7. Employee morale, health, and welfare costs;
8. Equipment and other capital expenditures;
9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;

10. Insurance and indemnification;
11. Maintenance, operations, and repairs;
12. Materials and supplies costs;
13. Meetings and conferences;
14. Memberships, subscriptions, and professional activity costs;
15. Security costs;
16. Professional service costs;
17. Proposal costs;
18. Publication and printing costs;
19. Rearrangement and alteration costs;
20. Rental costs of building and equipment;
21. Training costs; and
22. Travel costs.

D. Costs Forbidden by Federal Law.

2 Code of Federal Regulations Part 200s and EDGAR identify certain costs that may never be paid with federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with federal funds. The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 Code of Federal Regulations Part 200s; thus, the following list is not exhaustive:

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
2. Alcoholic beverages;
3. Bad debts;
4. Contingency provisions (with limited exceptions);
5. Fundraising and investment management costs (with limited exceptions);
6. Donations;

7. Contributions;
8. Entertainment (amusement, diversion, and social activities and any associated costs);
9. Fines and penalties;
10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
11. Goods or services for personal use;
12. Interest, except interest specifically stated in 2 Code of Federal Regulations section 200.441 as allowable;
13. Religious use;
14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and
16. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.
2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.
3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

1. The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes five core

principles that serve as an important guide for effective grant management. These core principles require all costs to be:

- a. Necessary for the proper and efficient performance or administration of the program.
- b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.
- c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.
- d. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.
- e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules.

The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the “supplement, not supplant” provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).

3. Auditors generally presume supplanting has occurred in three situations:
 - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
 - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
 - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to non participating students.
4. These presumptions apply differently in different federal programs and also in school wide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.
2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.
2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

- J. Employee Sanctions. Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

K. Mandatory Disclosures

The school district must promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in 18 United States Code or a violation of the civil False Claims Act (31 United States Code, sections 3729–3733).

The disclosure must be made in writing to the Federal agency, the agency's Office of

Inspector General, and pass-through entity (if applicable). School districts are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of this part. Failure to make required disclosures can result in any of the remedies described in 2 Code of Federal Regulations, section 200.339.

VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written policy of the school district consistently applied to both federal and non-federal activities; and
2. Follows an appointment made in accordance with a school district's written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, a school district must follow its written non-federal, entity-wide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave.

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- a. They are provided under established written leave policies;
- b. The costs are equitably allocated to all related activities, including federal awards; and
- c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.

2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 Code of Federal Regulations section 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.
3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.
4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.
5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.
6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.

C. Insurance and Indemnification.

Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.

D. Recruiting Costs.

Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:

1. Critical and necessary for the conduct of the project;
2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
3. Consistent with the school district's cost accounting practices and school district

policy; and

4. Meeting the definition of “direct cost” in the applicable cost principles of the Uniform Grant Guidance.

E. Relocation Costs of Employees

Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district’s reimbursement policy.

F. Travel Costs

Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district’s non-federally funded activities and in accordance with the school district’s reimbursement policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations according to the school district’s written reimbursement and/or travel policies.

In addition, when costs are charged directly to the federal award, documentation must justify the following:

1. Participation of the individual is necessary to the federal award; and
2. The costs are reasonable and consistent with the school district’s established travel policy.

Temporary dependent care costs above and beyond regular dependent care that directly results from travel to conferences is allowable provided the costs are:

1. A direct result of the individual’s travel for the federal award;
2. Consistent with the school district’s documented travel policy for all school district travel; and
3. Only temporary during the travel period.

Legal References: 2 C.F.R. § 200.1 (*Definitions; Capital Assets*)
2 C.F.R. § 200.112 (*Conflict of Interest*)

2 C.F.R. § 200.113 (Mandatory Disclosures)
 2 C.F.R. § 200.205~~(d)~~ (Federal Awarding Agency Review of Merit of
 Proposals of Risk Posed by Applicants)
 2 C.F.R. § 200.214 (Suspension and Debarment)
 2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
 2 C.F.R. § 200.302 (Financial Management)
 2 C.F.R. § 200.303 (Internal Controls)
 2 C.F.R. § 200.305(b)(1) (Federal Payment)
 2 C.F.R. § 200.310 (Insurance Coverage)
 2 C.F.R. § 200.311 (Federally-owned and Exempt Property)
 2 C.F.R. § 200.313(d) (Equipment)
 2 C.F.R. § 200.314 (Supplies)
 2 C.F.R. § 200.315 (Intangible Property)
 2 C.F.R. § 200.318 (General Procurement Standards)
 2 C.F.R. § 200.319(c) (Competition)
 2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
 2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses,
 Women's Business Enterprises, and Labor Surplus Area Firms)
 2 C.F.R. § 200.328 (Financial reporting)
 2 C.F.R. § 200.339 (Remedies for Noncompliance)
 2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
 2 C.F.R. § 200.430 (Compensation – Personal Services)
 2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
 2 C.F.R. § 200.447 (Insurance and Indemnification)
 2 C.F.R. § 200.463 (Recruiting Costs)
 2 C.F.R. § 200.464 (Relocation Costs of Employees)
 2 C.F.R. § 200.473 (Transportation Costs)
 2 C.F.R. § 200.474 (Travel Costs)

Cross References: ISD 200 Policy 208 (Development, Adoption, and Implementation of
 Policies)
 ISD 200 Policy 210 (Conflict of Interest – School Board Members)
 ISD 200 Policy 412 (Expense Reimbursement)
~~ISD 200 Policy 701 (Establishment and Adoption of School District Budget)¶¶~~
~~ISD 200 Policy 701.1 (Modification of School District Budget)¶¶~~
~~ISD 200 Policy 702 (Accounting) ¶¶~~
~~ISD 200 Policy 703 (Annual Audit)~~

Policy Reviewed: ~~12.18.2024~~ 08.11.2022
 Policy Adopted: 06.24.2020
 Policy Revised: 06.19.2020



2025 - 2026 District Calendar

Blue	No School / Teacher Workshop
Orange	No School / New Teacher Workshop
Yellow	No School / Staff Development
Pink	No School / Conferences
Black	No School / Students & Teachers

Hastings Public Schools
START DATES
 Sept. 2 Grades 5 & 9
 Sept. 3 Grades 6-8 & 10-12
 Sept. 4 Grades K-4

July 2025 (T0/S0)				
M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

August 2025 (T4/S0)				
M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

September 2025 (T21/S20)				
M	T	W	Th	F
1	2*	3**	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

October 2025 (T21/S19)				
M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

November 2025 (T18/S18)				
M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

December 2025 (T17/S16)				
M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

January 2026 (T19/S17)				
M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16*
19	20	21	22	23
26	27	28	29	30

February 2026 (T19/S18)				
M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

March 2026 (T17/S17)				
M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

April 2026 (T21/S20)				
M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

May 2026 (T20/S20)				
M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

June 2026 (T5/S4)				
M	T	W	Th	F
1	2	3	4*	5**
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

AUGUST

- Aug. 21-22 New Teacher Workshop
- Aug. 25-28 Teacher Workshop/Staff Development
- Aug. 29 No School

SEPTEMBER

- Sept. 1 No School
- Sept. 2 * First Day of School: Grades 5 & 9
Raider Set Go: K-4
- Sept. 3 ** First Day of School: Grades 6-8 & 10-12
Raider Set Go: K-4
- Sept. 4 First Day of School: Grades K-4
- Sept. 22 No School: Staff Development

OCTOBER

- Oct. 10 No School: Teacher Workshop
- Oct. 13 Evening Conferences: K-4
- Oct. 14 Evening Conferences: K-12
- Oct. 15 No School: Conferences: K-12
- Oct. 16 & 17 No School: Teacher Association Days

NOVEMBER

- Nov. 27 & 28 No School: Fall Break

DECEMBER

- Dec. 1 No School: Staff Development
- Dec. 24-31 No School: Winter Break

JANUARY

- Jan. 1-2 No School: Winter Break
- Jan. 16 * Last Day of Semester 1
- Jan. 19 No School
- Jan. 20 No School: Teacher Workshop
- Jan. 26 No School: Staff Development

FEBRUARY

- Feb. 16 No School
- Feb. 25 Evening Conferences: K-4
- Feb. 26 Evening Conferences: K-12
- Feb. 27 No School: Conferences: K-12

MARCH

- Mar. 16-20 No School: Spring Break

APRIL

- Apr. 3 No School
- Apr. 24 No School: Staff Development

MAY

- May 25 No School

JUNE

- June 4 * Last Day of School
- June 5 ** Teacher Workshop
HHS Graduation

Note: No public meetings until after 8:00 pm on Nov. 4, 2025 and March 10, 2026



2026 - 2027 District Calendar

Blue	No School / Teacher Workshop
Orange	No School / New Teacher Workshop
Yellow	No School / Staff Development
Pink	No School / Conferences
Black	No School / Students & Teachers

Hastings Public Schools
START DATES
 Sept. 8 Grades 5 & 9
 Sept. 9 Grades 6-8 & 10-12
 Sept. 10 Grades K-4

AUGUST

Aug. 27-28 New Teacher Workshop
 Aug. 31 Teacher Workshop

SEPTEMBER

Sept. 1-3 Staff Development / Teacher Workshop
 Sept. 4 & 7 No School
 Sept. 8 * First Day of School: Grades 5 & 9
 Raider Set Go: K-4
 Sept. 9 ** First Day of School: Grades 6-8 & 10-12
 Raider Set Go: K-4
 Sept. 10 First Day of School: Grades K-4
 Sept. 28 No School: Staff Development

OCTOBER

Oct. 9 No School: Teacher Workshop
Oct. 12 Evening Conferences: K-4
Oct. 13 Evening Conferences: K-12
 Oct. 14 No School: Conferences: K-12
 Oct. 15 & 16 No School: Teacher Association Days

NOVEMBER

Nov. 26 & 27 No School: Fall Break
 Nov. 30 No School: Staff Development

DECEMBER

Dec. 23-31 No School: Winter Break

JANUARY

Jan. 1 No School: Winter Break
 Jan. 18 No School
 Jan. 27 * Last Day of Semester 1
 Jan. 28 No School: Staff Development
 Jan. 29 No School: Teacher Workshop

FEBRUARY

Feb. 15 No School
Feb. 18 Evening Conferences: K-4
Feb. 25 Evening Conferences: K-12
 Feb. 26 No School: Conferences: K-12

MARCH

Mar. 22-26 No School: Spring Break

APRIL

Apr. 23 No School: Staff Development
 Apr. 26 No School

MAY

May 31 No School

JUNE

June 10 * Last Day of School
 June 11 ** Teacher Workshop
 HHS Graduation

July 2026 (T0/S0)

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

August 2026 (T1/S0)

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

September 2026 (T20/S16)

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

October 2026 (T20/S18)

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

November 2026 (T19/S18)

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

December 2026 (T16/S16)

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

January 2027 (T19/S17)

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

February 2027 (T19/S18)

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

March 2027 (T18/S18)

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

April 2027 (T21/S20)

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

May 2027 (T20/S20)

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

June 2027 (T9/S8)

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

Note: No public meetings until after 8:00 pm on Nov. 3, 2026 and March 9, 2027

Updated Staffing Ratios for the 2025-2026 School Year



Grade	Staffing Ratios
K	20
1	22
2	22
3	25
4	25
5	26
6	27
7-8	28
9-12	32





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 Reporting of 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. **When it is possible and the report alleges substantial child endangerment or sexual abuse,† the interview may take place outside the presence of the alleged offender and may take place prior to any interviews of the alleged offender.**~~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 Policy 515 (Protection and Privacy of Pupil Records)

Policy Reviewed: 02.07.2025

Policy Adopted: 12.18.2024

Policy Revised: 12.09.2024

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION DECLARING A SCHOOL BOARD VACANCY FOR ISD 200

WHEREAS, the ISD 200 School Board (the "Board") is responsible for overseeing the governance and administration of the district in accordance with Minnesota state law; and

WHEREAS, Minnesota Statutes Section 123B.09 outlines the procedures for declaring and filling a school board vacancy; and

WHEREAS, a vacancy has occurred on the Board due to the loss of Jenny Wiederholt-Pine, effective February 26, 2025; and

WHEREAS, the Board recognizes its obligation to fill the vacancy in a timely and lawful manner to ensure continued representation and service to the students, staff, and community of ISD 200; and

NOW, THEREFORE, BE IT RESOLVED by the ISD 200 School Board as follows:

1. The Board hereby declares a vacancy in the position of School Board Member due to the loss of Jenny Wiederholt-Pine, effective February 26, 2025.
2. Pursuant to Minnesota Statutes Section 123B.09, Subdivision 5b, the Board shall fill the vacancy by appointment until a special election is held no later than the first Tuesday after the first Monday in November 2025.
3. For clarity purposes the appointment member will serve in the position through December 31, 2025.
4. The Board directs the Superintendent and/or appropriate staff to take all necessary steps to provide public notice of the vacancy in accordance with state law and Board policy.
5. This Resolution shall be effective immediately upon its adoption.

Adopted this 26th day of February, 2025, by the School Board of ISD 200, State of Minnesota.

WITNESS MY HAND officially as such clerk this 26th day of February, 2025.

School District Clerk

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION FOR DISTRICT 200 TO REDUCE COMMITTED TECHNOLOGY FUNDS

WHEREAS, GASB Statement No. 54 and Independent School District No. 200s Fund Balance Policy 714 establishes a process for Minnesota school districts to commit a fund balance; and

WHEREAS, the School Board of Independent School District No. 200 previously committed funds for technology-related purposes; and

WHEREAS, the School Board has determined that while the continued commitment of funds for technology remains necessary, a reduction in the committed amount is warranted to support alternative technology initiatives - STEAM; and

WHEREAS, the School Board of Independent School District No 200 has identified Elementary STEAM (Science, Technology, Engineering, Arts, and Mathematics) programming as a priority requiring additional funding;

NOW, THEREFORE, BE IT RESOLVED that the School Board of Independent School District No. 200 authorizes a reduction of \$250,000 from the Technology Committed Account, reallocating these funds to support Elementary STEAM Programming.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ and upon vote being taken thereon,

the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION FOR DISTRICT 200 TO ASSIGN FUNDS TO
ELEMENTARY STEAM PROGRAMMING**

WHEREAS, GASB Statement No. 54 and Independent School District No. 200s Fund Balance Policy 714 establishes a process for Minnesota school districts to assign a fund balance; and

WHEREAS, the School Board of Independent School District No 200 has identified Elementary STEAM (Science, Technology, Engineering, Arts, and Mathematics) programming as a priority requiring additional funding;

NOW, THEREFORE, BE IT RESOLVED that the School Board of Independent School District No. 200 authorizes \$250,000 to be assigned to an Elementary STEAM account.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ and upon vote being taken thereon,

the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING THE ADMINISTRATION TO MAKE RECOMMENDATIONS REGARDING THE REDUCTION AND/OR DISCONTINUANCE OF PROGRAMS AND POSITIONS AND REASONS THEREFORE

WHEREAS, the financial limitations of the School District dictate that the School Board of Independent District No 200 must reduce expenditures and/or there has been a reduction in overall student enrollment;

WHEREAS, the School Board of Independent District No 200 may necessitate the discontinuance or reduction of programs and/or the discontinuance or reduction of positions, and/or reduction in expenditure and/or decrease in student enrollment.

WHEREAS, a determination must be made as to whether programs or positions must be reduced and/or discontinued,

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

That the School Board hereby directs the Superintendent and Administration to consider the discontinuance and/or reduction of programs or positions to effectuate economies in the District and reduce expenditures as a result of a reduction in enrollment and make recommendations to the School Board for the discontinuance of programs, reduction of programs, discontinuance of positions, or the reduction of positions.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ and upon vote being taken thereon,

the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.