

Hastings Area Public Schools - ISD 200

School Board Meeting Agenda

Wednesday, March 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:
 - 2.26.2025 Regular Board Meeting
- IV. **Recognition of Visitors**
- V. **Raider Spotlight**
 - Haley Strain & Lukas Foss - Athena & Apollo Awards
 - Trey Tavernier - HMS School Spirit Design Winner
 - Katie Matzek - Chamber Educator of the Year
 - Juliana Brandt - McAuliffe Teacher & Author
- 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. Minnesota State Student Survey Presentation by Kassy Podvin
 - d. Budget Update
 - e. Building Construction Fund Project Update
 - f. Legal: Data Request Update
 - g. Special Election Polling Location Discussion
 - h. Board Vacancy Discussion and Review Letters of Interest
 - i. Superintendent Search
 - j. 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
 - k. Policies
 - i. First Readings
 - 101.1 Name of the School District
 - 101.2 Official & Approved Logos, Mascot, and Song
 - 413 Harassment and Violence
 - 704 Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System
 - 902 Use of School District Facilities and Equipment
 - ii. Second Readings
 - 101 Legal State of the School District

- 406 Public and Private Personnel Data
- 410 Family and Medical Leave Policy
- 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 Requests
- 806 Crisis Management
- 904 Distribution of Materials on School District Property by Non School Persons

VIII. Action Items

- a. Consent Agenda
 - i. Bills Payable
 - ii. Approval of Insurance Renewals for 2025-2026
 - iii. Approval of Updated 2024-2025 Non-Contracted Rates of Pay
 - iv. Read Act MOA
 - v. Policies for Approval after Third Reading
 - 206 Public Participation in School Board Meetings, Complaints About Persons at School Board Meetings and Data Privacy Considerations
 - 208 Development, Adoption, and Implementation of Policies
 - 430 Employee Recognition
 - 610 Field Trips
 - vi. Policy 621 Literacy and Read Act
- b. Items for Individual Action
 - i. Superintendent Search
 - ii. Personnel Report
 - iii. Policy 100 Equity and Diversity
 - iv. Solar Contract with iDEAL Energies
 - v. Special Election Polling Decision
 - vi. Board Member Appointment
 - vii. Minnesota State Student Survey

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, February 26, 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, 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. With 6 ayes, 0 nays, the motion carried unanimously.

A motion to approve the minutes from the 01.22.2025 Regular Board Meeting and 02.19.2025 Special Board Meeting of the Hastings School Board was made by Jessica Dressely and seconded by Melissa Millner. With 6 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 Kailey Schumacher, 2024 Inclusive Educator of the Year Award by ISD917, Allina Staff Partnership and Hastings Bus Company Pat Regan and Terry Johnson.

The Public Comment Session was held with five people speaking.

Superintendent Champa provided the Board with the Superintendent Report.

The Student Representatives provided their school updates.

AIPAC/NAPAC Non-Concurrence Presentation by Keenan Humphrey.

Strategic Plan Review Update was provided by Superintendent Champa.

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

The Data Request update was provided by Cathy Moen.

The Board Director Vacancy Appointment discussion was led by Chairperson Carrie Tate.

The School Board Committee Discussion was had to fill vacancies. Director Mark Zuzek will be the MSHSL Liaison and Melissa Millner will chair the Community Collaboration Committee.

The Principal Behavior Report was provided by the school principals.

The Hastings School District 2025 Legislative Priorities were provided by Chairperson Carrie Tate.

State Representative Tom Dippel provided his legislative priorities in relation to education.

The ISD 917 update was provided by Mark Zuzek.

The AMSD update was provided by Matt Bruns.

The Community Collaboration Committee update was provided by Matt Bruns, no meeting held since the last update.

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 Matt Bruns.

The Policy Committee update was provided by Jessica Dressely.

A discussion about the First Reading to Sunset Policy 100 was held. A motion to vote on this policy at the March 26th, 2025 Regular Board Meeting was made by Jessica Dressely and seconded by Philip Biermaier. With a vote of 4 ayes, and 2 nays, the motion carries. Voting nay were Matt Bruns and Mark Zuzek.

A motion to approve the Consent Agenda was made by Jessica Dressely and seconded by Melissa Millner. With a vote of 6 ayes, and 0 nays, the motion carried unanimously. The following items were approved under the consent agenda:

- Change Order #4 - Pinecrest & Kennedy Doors
- January Bills Payable
- Personnel Report
- 2024-2026 Principal Contract
- Non Public Transportation Reimbursement Rates
- Second SRO Contract
- Policies 534, 614, 615, 721
- 2025-2026 Revised District Calendar
- 2026-2027 District Calendar
- 2025-2026 Staffing Ratio Updates

A motion was made by Jessica Dressely to approve Policy 519 Interview of Students by Outside Agencies and seconded by Melissa Millner. With a vote of 6 ayes and 0 nays, the motion carries.

A motion was made by Mark Zuzek to add the Board Vice Chair to develop agendas with Board Chair and Superintendent and seconded by Matt Bruns. With a vote of 6 ayes and 0 nays, the motion carries.

Member Mark Zuzek 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.

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

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 Mark Zuzek 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 Philip Biermaier and upon vote being taken thereon,

the following voted in favor thereof: Philip Biermaier, Matt Bruns, Jessica Dressely, Melissa Millner, Carrie Tate, and Mark Zuzek.

and the following voted against the same: None

whereupon said resolution was declared duly passed and adopted.

Member Mark Zuzek 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 Melissa Millner and upon vote being taken thereon,

the following voted in favor thereof: Philip Biermaier, Matt Bruns, Jessica Dressely, Melissa Millner, Carrie Tate, and Mark Zuzek.

and the following voted against the same: None.

whereupon said resolution was declared duly passed and adopted.

Member Mark Zuzek 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 Jessica Dressely and upon vote being taken thereon,

the following voted in favor thereof: Philip Biermaier, Matt Bruns, Jessica Dressely, Melissa Millner, Carrie Tate, and Mark Zuzek.

and the following voted against the same: None

whereupon said resolution was declared duly passed and adopted.

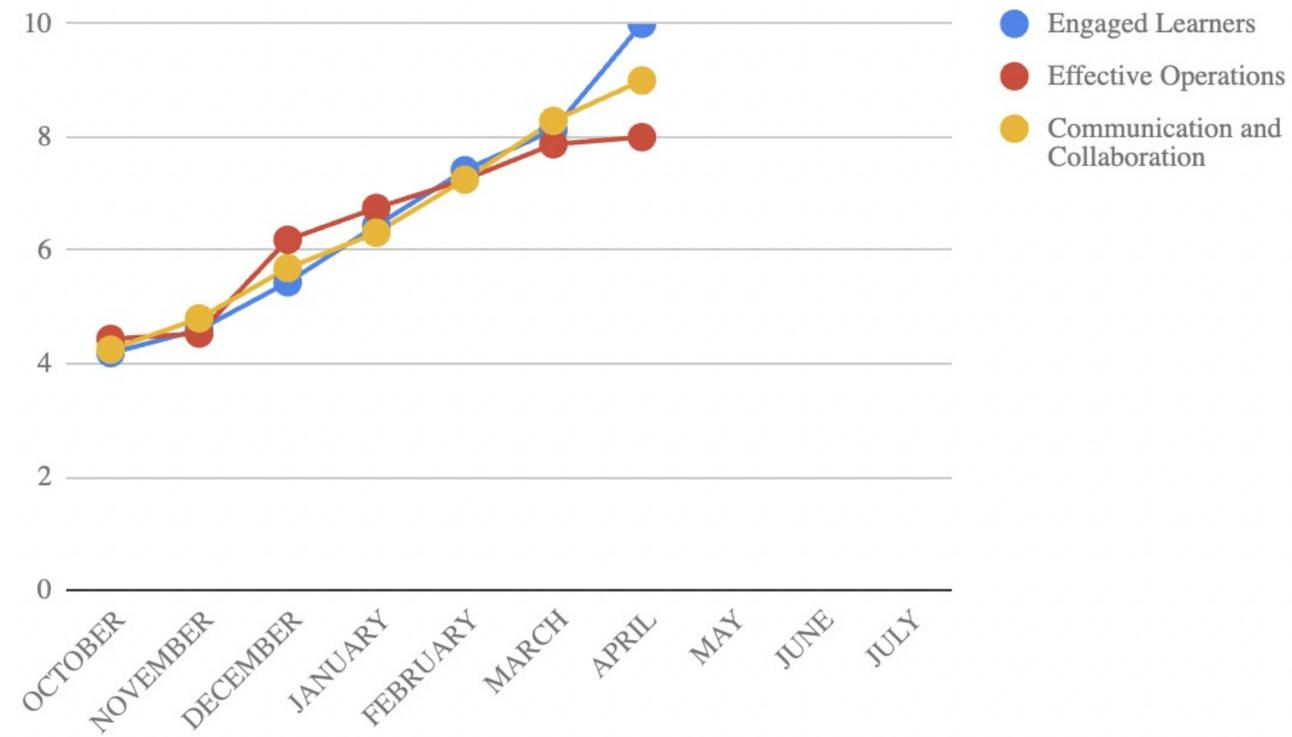
Future meetings were presented and discussed by Carrie Tate.

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

The meeting was adjourned at 9:25 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

March 26, 2025 Student Representative Reports

Jen Behnke

Kennedy:

- This month, the Kennedy PTA announced they will be hosting a tree-planting event! There was an event to learn about trees earlier in the month and the tree planting itself will take place in May.
- Kennedy is having its STEAM night tomorrow! The previous STEAM nights have been successful so we hope this one will be too.
- March also came with some featured artists, whose work you can see here!



Districtwide:

- Kids Campus, Camp Horizons, and Big Shots have all opened up their registration!

Pinecrest:

- Pinecrest hosted their steam nights at the beginning of the month, and it was a success!
- The PTA announced that they are hosting a fun run in May.
- Students have still been diligently working on their musical talents, with some music demonstration days on the calendar!

Students have also been working on some beautiful artwork, focusing on the color wheel.



Briseis Rusnacko

HHS:

Sports:

- Boys and Girls Basketball ended their seasons, with Boys ending with 20 wins.
- Riverside Company and Dynamic Edition ended their seasons with Riverside getting 3rd place in their final competition.
- Ultimate Frisbee, Boys Baseball, Girls Softball, Boys Tennis, Golf, and Track are all starting up here soon!
- In February, Julia Rotty was our Hastings Rotary Club senior "Student of the Month" being nominated by Ms. Welch.
- The HHS Band and Orchestra classes went on a trip to Greece over spring break, and from what I saw, it seemed like a blast.
- For upcoming events, Empty Bowls is on April 9th from 5:30-7pm, and it is a fundraiser event hosted by the Ceramics/Art Department. Full of fun times with our community, getting to support our students, raise money for a good cause, and get to eat great food made by our students and their families.
- April 25th, the Polar Plunge will open to the community and proceeds will benefit our inclusion efforts in association with Special Olympics Minnesota.

Tilden:

- This month, preschoolers had fun celebrating Dr. Seuss' birthday and learning to rhyme.
- Ms. Mary Ellen Fox came in to play her violin for us. They talked about "V" being for violin.
- They also had "New Art of Dentistry" come to visit to teach us about our teeth.



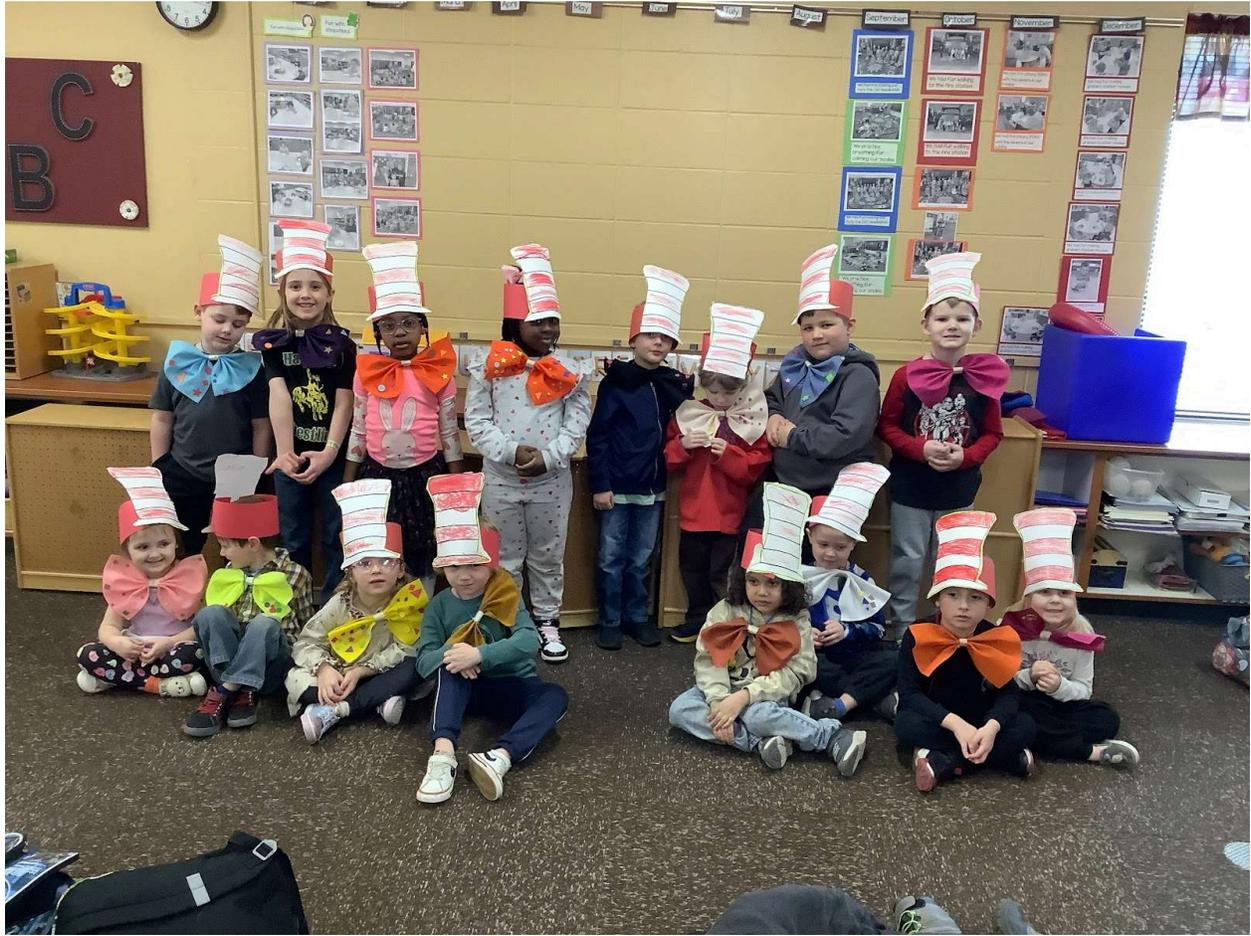






Greece!









Kiddos!

Aidan Suarez Garcia

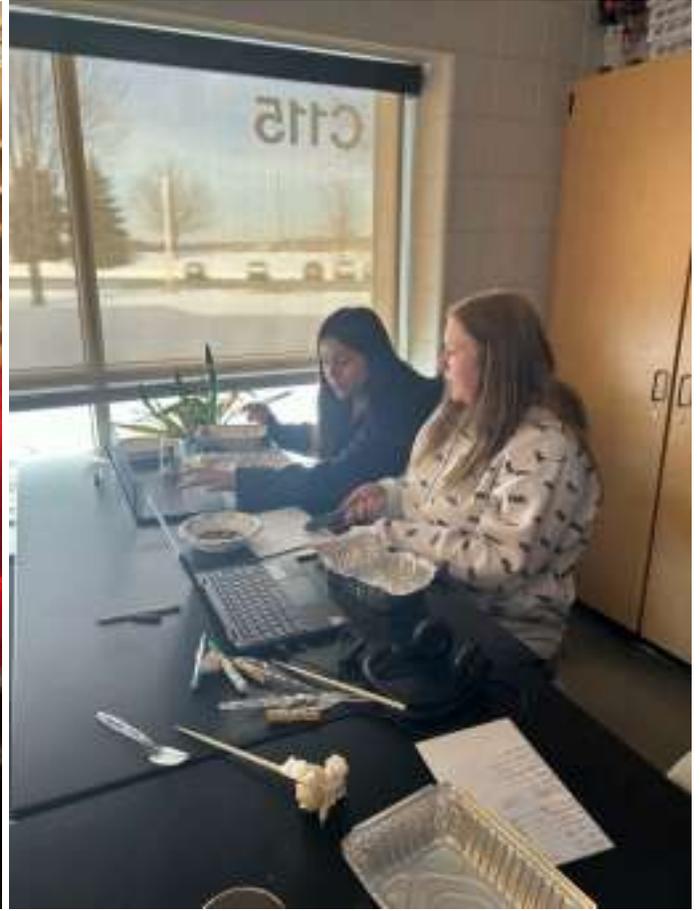
McAuliffe Elementary

Although McAuliffe was not incredibly busy this month due to spring break, there are a couple of exciting things. Firstly, the 2024-2025 McAuliffe Yearbook is available for purchase online from March 21st through April 11th. Also, Thanks to the overwhelming support from McAuliffe families, the **McAuliffe Read-A-Thon** was a tremendous success! The event raised a total of **\$20,360** for the McAuliffe PTC, and our students collectively read an impressive **270,537 minutes!** These funds will go a long way in supporting events and activities for McAuliffe students, teachers, and families. Some incentives that helped achieve these states are: Dying Mr. Esterby's hair, Silly Stringing Mr. Esterby, and Pieing Mrs. Ferguson and Mrs. Glazier.



ALC

Over the past few weeks, our students have shown strong participation, especially during the testing day on March 11th, which saw very high attendance in the Alternative School setting. Many students are making solid progress toward graduation, and as Quarter 4 nears, they are excited to start new classes. Additionally, there has been a noticeable increase in student interest in college and career opportunities, signaling growing motivation. With Quarter 3 ending on April 4th, they are working with students to finish strong as they look ahead to the next quarter.



Victoria Steinke

Hastings Middle School Student Activities

Athletics

- Spring sports! Track and field, tennis, swim and dive, etc.

Arts

- March 4: 5th and 6th grade choir concerts
- March 6: 7th and 8th grade choir concerts
- March 27: Jazz concert at the highschool
- HMS play: Sally Cotter and the Quest We Follow

Achievements

- Hallway Heroes challenge
- Rockstar awards

More student events

- March 4-6: Scholastic book fair
- March 11 and 12: trivia at lunch
- March 12: Outdoor club Vertical Endeavors Trip
- Spring Break!



Dakota County Minnesota Student Survey

Dakota County Public Health

- Conducted every 3 years in the Spring
- Anonymous
- Schools and school districts choose to participate
- Students and parents can opt-out even if schools/school districts participate
- Administered to 5th, 8th, 9th, and 11th grade students
 - Schools can administer to fewer grades or additional grades if desired

- 5th, 8th, 9th, and 11th graders receive different surveys with age-appropriate questions (8th and 9th grade surveys are the same)
- New survey format introduced this year
 - Limits questions students see related to non-applicable topics
 - Survey is self-administered online
 - Any question can be skipped
 - Students can stop at any point

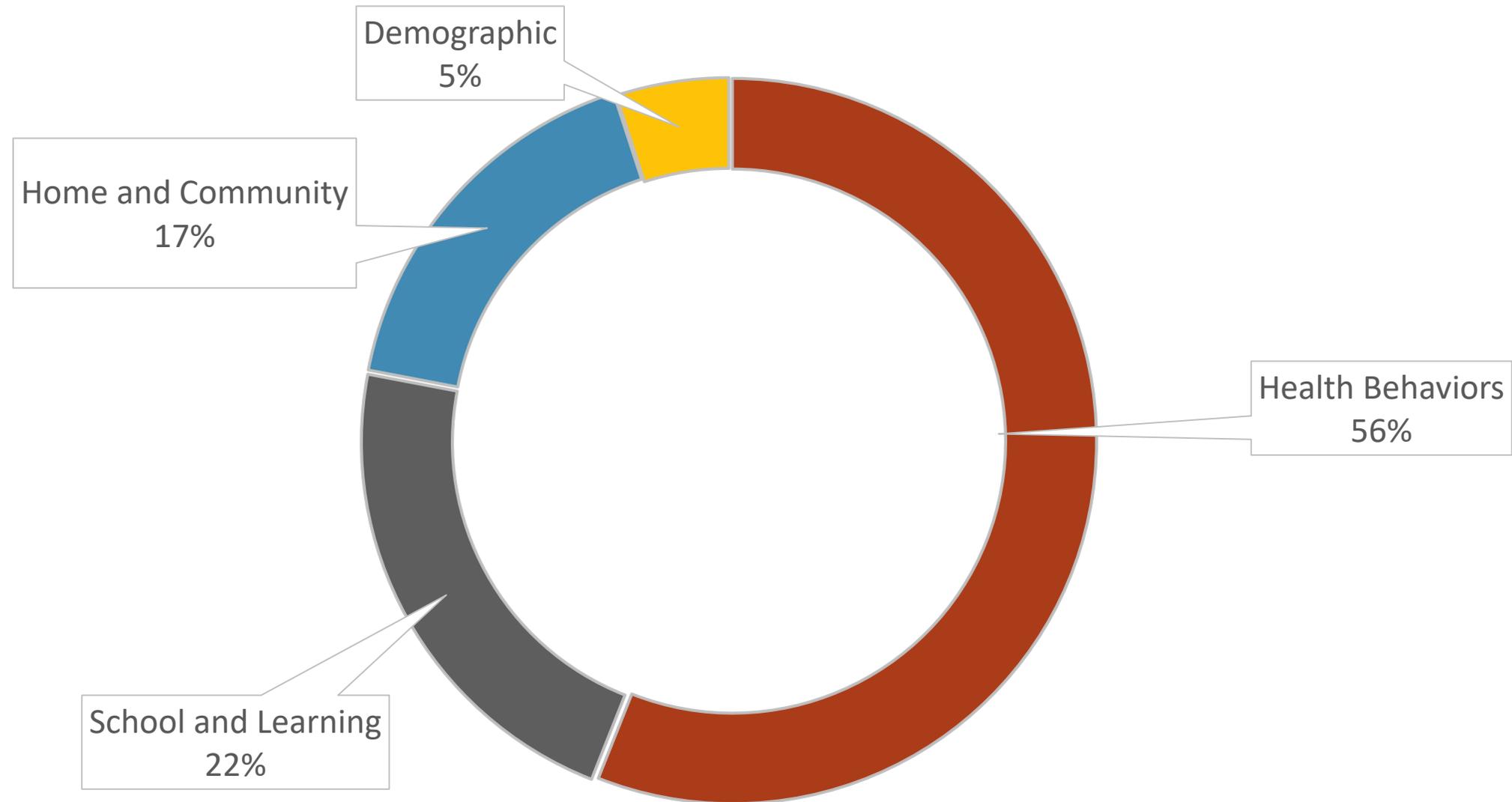
What is the Goal of the Survey?



- Creates an **anonymous and confidential** platform for students to discuss what they see happening around them
- Allows you to **know what your students value** and prioritize
- Provides **real feedback** vs. perceived knowledge
- Equips parents, families, and communities with **information to set goals** and priorities
- Establishes a framework of data for tailored **intervention/collaboration** and appropriately allocated resources

- **Empowering students** to be successful, engaged, confident, and comfortable having their voices be heard
 - Give students a voice and a choice to be heard
- Allows **students to be at the center** of discussions surrounding these topics
- Asking students for their perspective on certain topics fosters a **caring and inclusive environment**
- Data can aid in receiving funding and grants

Types of Questions Asked



Valuable Information Learned About:



- Nutrition
- Physical Activity
- Mental health
- Reasons for school absenteeism
- Safe driving habits
- Healthy relationships (in and out of school)
- Impact of chronic health conditions (diabetes, asthma)
- Commercial tobacco, e-cigarette use

Recent MSS data from ISD 200



- 95% of students think their teachers care about them.
- 83% of students think that the content they learn about is useful to them.
- 93% of students say they learn teamwork and leadership skills in extracurricular activities.
- During extracurricular activities, 92% of students develop trusting relationships with their peers and 87% develop trusting relationships with adults.

Hastings Participation



- The Hastings School District has participated since 1992 and consistently since 2004
- Between 2013 -2019, hundreds of students participated each year

Opt-In Vs. Opt-Out Consent



- The Minnesota Student Survey has always used an opt-out consent
Some districts have chosen to use opt-in
 - Advantages: parent empowerment, trust-building, protection against unwanted data collection
 - Disadvantages: lower participation rates, less representative data, increased administrative burden
- Note: Data collected under opt-in consent cannot be used for trending with data collected under opt-out consent

1. What is your approach to deciding whether to participate in the MSS?
2. Which factors are impacting your school's or districts choice regarding participation and how can DCPH help address those factors?
3. If you choose not to participate, how will you engage a student-centered approach to future planning

Financial Forecast and 2025-2026 Budget Plan - Summary

Jennifer Seubert, Director of Finance and Operations

Financial Cycle

The district's financial cycle ensures that we consistently review and share important information with both the Board and our community.

Financial Forecast (February work session) - The revised budget for the current fiscal year is used as the foundation to build the forecast, with assumptions to project future outcomes. Assumptions are based on available data, professional judgement, and historical trends. Understanding and measuring risk are critical when determining what estimates to use.

Adopted Budget (June board meeting) - The assumptions established within the financial forecast are used to create the adopted budget. As new and/or updated information becomes available, it is also incorporated into the adopted budget.

Audit (November board meeting) - Audited financial results are shared with the Board and our community from the previous year.

Revised Budget (December board meeting) - The budget is updated based on the prior year audited financial results, October 1 enrollment figures, actual staffing data, and any legislative changes.

Current Situation - General Fund Unassigned Fund Balance

The district's fund balance policy states the school district will strive to maintain a minimum fund balance of 2 months operating expenses (16%).

Fiscal year 2023-2024 concluded with a 27% unassigned fund balance. Fiscal year 2024-2025 is expected to conclude with a 26% unassigned fund balance.

Enrollment Projection

For the 2025-2026 fiscal year, there is a projected decrease of 88.9 weighted pupil units (approximately 75 students). Elementary enrollment is declining slightly, Middle School is expected to have a small increase, and the High School will see the largest decline. The district has been experiencing declining enrollment for the past 10+ years, a trend expected to continue.

Revenue Assumptions:

- 2.4% increase in basic per-pupil funding
- Referendum inflationary increases averaging 2%
- 3% increase in special education funding
- Federal funding remained unchanged
- Compensatory revenue declining based on the new base calculation utilizing direct certification eligible students

- Athletic/activity fees and participation levels remained unchanged

For 2025-2026, revenue is projected to increase by 0.1% reflecting declining enrollment, the expiration of the NED Grant, one-time funding in 2024-2025 for the READ Act, and an increase in student support personnel aid.

Expenditures Assumptions:

- Salaries
 - 2% salary schedule increase is used for all to be negotiated contracts
 - 3% salary schedule increase for negotiated contracts
 - Step increases for all groups and teacher lane changes are included
- Benefits
 - 10% health insurance district contribution increase
 - TRA employer contribution increase from 8.75% to 9.5%
 - Paid Family Medical Leave Tax implementation (50% employer contribution)
- Staffing Ratios (Right Sizing Adjustments)
 - Ratios unchanged from prior year
 - *Updated ratios were approved at the February board meeting with an increase of 1 to the ratios for grades 5-8*
- Transportation contract 3% increase
- Building/Department budgets remain unchanged

Financial Projection and Recommendation

Based on the assumptions, the district would be overspending by \$2.4 million in fiscal year 2025-2026. The recommendation is to make budget adjustments totaling \$1.5 million. After making the adjustments, the ending unassigned fund balance is projected to be 24% of operating expenses.

Next Steps

Administration is working on budget adjustments in the amount of \$1.5 million. Assumptions are updated as information becomes available. Proposed budget adjustments will be shared at the April 9th board work session and at the Community Collaboration meeting on April 15th. Between the board work session and the community meeting, each building will be provided an optional meeting to review the proposed adjustments.

Building Construction Fund Projects as of 2/28/2025

	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	-	-	-	-	-	2,627,584	Interest Earnings
Subtotal	46,001,637	40,810,874	40,806,874	3,100,370	4,417,637	304,339	

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	938,839	
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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

March 21, 2025

Hastings School District 200 Board
Attn: Dr. Champa

Dear Dr. Champa and Hastings School Board:

It is with a heavy heart that I submit this letter of interest to fill the position of late Director Jenny Wiederholt Pine through 12/31/2025, at which time I understand there will be a special election to fill the seat.

Part of the reason I am submitting this request, is I know it is what Jenny would do and I would be honored to step in for her for the short term. I share her passion for education, our children and the Hastings Community as a whole.

As a Hastings High School Alumni, I have a deep interest in seeing the successes of current and future students in our community and I am excited about what the future may hold. As a committee member of the Future Workforce Alliance Program on behalf of the Chamber of Commerce as a Board member I can display my commitment to education and better preparing students for the future ahead. As a community leader, I am involved in various organizations in various roles and enjoy volunteering at community events. In my opinion, these are all positive aspects I could provide the already existing School Board Directors.

You may ask, well, you don't have kids, why are you interested in being on the School Board? Great question. I asked it of myself in writing this letter. My husband and I were not blessed with our own children, but we have 13 blood nieces and nephews, as well as many of our friends' children who refer to us as their aunt and uncle. I believe this provides me with a unique perspective for the School Board as I have different conversations with my nieces and nephews than they do with their parents and I look at topics differently than a parent may, all while being dedicated to the education, safety and well-being of our students. These students are our future, and they deserve every opportunity we can provide them to succeed.

All that being said, I know that as a traditionally elected position, a School Board position does come with exposure to political agendas. This aspect of the role is something that may be challenging for me. I cannot commit that I would run when the special election comes up. I do however think over the next 9 months I would certainly be able to determine if this was a long-term position I would want to pursue. I do commit, if chosen, to serve this community to the best of my capabilities over the term and I appreciate the opportunity to be considered for the role.

Sincerely,



Abby L. Meyers

HHS Class of 2000

Chad Thomas Neuharth

[REDACTED]

[REDACTED]

[REDACTED]

My name is Chad Neuharth. I've been proud to call Hastings home for most of my adult life. A member of HHS class of 96, I've had the privilege of raising my family here and watching my two adult children go through the Hastings school system. I now have a ninth grader currently attending the high school, and we recently celebrated the first birthday of our youngest.

Professionally, I work as a Customer Success Manager for a global medical device manufacturer. I'm also the co-founder of Rise Up Recovery, a local nonprofit dedicated to supporting individuals and families impacted by addiction. In addition, I've had the opportunity to teach some evening classes at Dakota County Technical College, which has deepened my appreciation for the vital role education plays in shaping futures.

The reason I'm stepping forward to serve on the Hastings School Board is simple — I care deeply about this community and our schools. I've been inspired by the legacy of Jenny Pine, a friend and someone I had the honor of helping launch her school board campaign, including building her website and social media. Jenny and I shared a common vision: uniting our administration, teachers, parents, and students to prioritize excellence in education and make decisions that benefit all students. I believe I can be a strong representative of that legacy — bringing people together, listening to the community, and helping ensure our schools remain a place where every student has the opportunity to thrive.

Thank you for your consideration.

Chad

Elaine K Mikel-Mulder

Attorney

Hastings, MN 55033

March 5, 2025

VIA EMAIL

LynDee Humble
lhumble@isd200.org

Re: Letter of Interest

To whom it may concern:

Please receive this letter as a letter of interest in pursuit of filling the open school board seat for Independent School District 200. My intent is to apply to act as an appointed person until December 31, 2025 as a representative filling the newly vacated position.

I represent that I am over 21 years of age, a U.S. citizen, a resident of the school district for the past 30 days (in fact, for most of my life), and I have never been convicted of an offense that requires registration pursuant to Minn. Stat. 204B.06 or 205A.06).

I am interested in this position for a number of reasons. First and foremost being that I have a vested interest in the district. I was raised in ISD 200, attended the public schools, and have children that are soon to attend said schools.

Further, I have experience in the education sphere. Upon completion of my undergraduate studies, I helped build a school that was a higher education alternative. The school emphasized critical thinking and was modeled as I believe our educational systems should be modeled- as institutions that create individuals that pursue knowledge and discovery, teach kids to think critically rather than being taught what to think, and to build social relationships that build character and compassion. I believe education is the most vital building block for a flourishing future for our families, city, and district (and beyond).

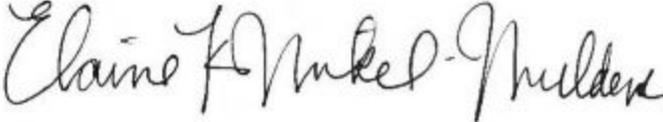
I am committed to hearing the voices of individuals in our district and showing a heartfelt effort to implement what the population is passionate about. As a lawyer, I am continuously put in a position where I need to hear positions, whether I agree with them personally or not, and advocate for them. I am also privy of situations where I need to read complex legal writing and concepts and help interpret them to my clients. I believe this is a skill that will be helpful for a board member that carries the duty to read policy, look at connections with other policies, and assist the population in understanding the implications thereof.

Lastly and arguably most importantly, my last conversation I had with Jenny Weiderholt-Pine was pertaining to the ISD 200 school board. After working together in limited capacity on a few professional projects, she encouraged me to run for the school board. I suggested that it would be more appropriate once my kids are in the system and/or when I have more time (noting that I just had my second child 6 months ago). Jenny told me that there is never a perfect time to step up for the common

good, especially as a working mom of two. Regardless, she emphasized that the more we sew into our community, the more we will reap the benefits (or the consequences if we fail to sew). I was truly shaken by her unexpected death and feel that there was a good reason for her breathing this inspiration into me, and that, at the very least, I should allow it to cause me to apply for the position created due to her tragic death.

I conclude this letter to request that I am considered for the now-open position on the ISD 200 School Board. It would be an honor to serve in lieu of Jenny.

Very truly yours,

A handwritten signature in cursive script that reads "Elaine K. Mikel-Mulder". The signature is written in black ink and is positioned below the closing of the letter.

Elaine K. Mikel-Mulder

Dear District 200 School Board Members,

I write to you today both with my condolences at the loss of your friend and colleague Jenny and with sincere hope that I can help fill her shoes.

My name is Katherine Szepieniec. My husband, Emmanuel, and I have lived in Hastings since we got married in October of 2020 and welcomed our daughter, Rosemary, into our lives in March of 2022.

Knowing that any of our children would be bi-racial, the question occasionally came to mind, what challenges would today's society present for our kids? Would they be judged based on the color of their skin or the content of their character? Upon Rosemary's arrival that question never made it beyond an internal thought, but other questions took its place, including what her educational journey would look like.

Why was that such an important question as an infant? Well, you see, Rosemary has Down Syndrome and because of this she became a student in the Hastings School District before we even left the NICU. As the hospital social worker explained to me (in a new mom blur) that our option for receiving PT, OT, and speech therapy would be through the school district's Help Me Grow (aka birth to three) program, it ignited in me a desire to do everything I could to help ensure that this was going to be sufficient to help her thrive. With that my interest in someday serving on the school board began to percolate.

Over the past three years, I have had great insights into how our district is helping our youngest learners and their families. Rosemary is flourishing today due in no small part to the support, insights, and expertise my husband and I have received from our community here in Hastings and Miesville. This includes her OT, PT, and Speech team, ECFE, and community education programming. It is programming such as these that I want to help ensure more students and families have access to and that the educational opportunities and support for parents goes beyond the early childhood years. After all, "threenagers" and teenagers each come with unique educational needs.

My own educational journey started with ECFE in the New Prague School District where I remained for all my K-12 years before going on to earn my bachelor's at Minnesota State University Moorhead and later a master's degree. More than two decades of public schools equipped me with the tools and knowledge to use those tools for success. That said, it also showed me how kids can easily fall behind when their unique learning needs are not met and when their families are uninvolved or do not have the resources to help their child.

I am blessed that my dad was a resource for me. When I was falling behind in math by eighth grade and the school could not help, he decided to homeschool me for math. I know that is not an option for many families, which is just one reason I want to help

ensure our district is meeting kids' unique learning needs. If we fail students, especially in the foundational skills of reading and math, we are setting them up to be excluded from thriving as adults.

I have seen this play out through my years as a teacher and events and activities coordinator at a school and children's home in Honduras. To summarize, a few things the kids there taught me and which I think have helped prepare me to serve our district:

- 1) Teaching and classroom management are REALLY hard and teachers need support!
- 2) Learning in English is particularly difficult when your family does not speak the language.
- 3) It is really hard to learn and sometimes to even behave in class when your home environment is not conducive to learning. This includes but was not limited to illiterate parents, parents who simply do not understand what is being taught, lack of parental presence, lack of electricity, hunger, abuse, the list was endless.
- 4) It takes a community to support families who in turn can better help their students thrive.

These realities exist well beyond third-world countries to right here in Minnesota. Just this week I heard about how the Rochester school district employs someone who assists students whose families are facing eviction. Is this an idea that our district can use? Perhaps it is, or maybe our resources include strengthening relationships with organizations such as Hastings Family Services, the United Way, Salvation Army, religious communities, and area nonprofits.

This is just one example of the types of questions and brainstorming that I enjoy and hope will be especially useful as a board member along with my experience in journalism, and communications in the policy, legislative, and non-profit realms. This work has given me a passion for ensuring clear communication between various stakeholders and an honest enjoyment of reading, researching, and analyzing the impacts of policy and legislation.

One example, which may already be on your radar, is the current state budget proposal to remove nonpublic pupil aid funding. While this may seem like an issue that will only impact non-public schools, in analyzing the impacts I believe it will create new questions for public schools. These could include renegotiating bussing contracts that once included nonpublic students, providing special education services to students who attend a non-public school in the district but no longer have funding for transportation or nursing, whether to cut special education services to students who are in non-public schools, how to ensure those changes are not out-of-line with the ADA, how to meet the needs of an overall increase in student population that could come with students needing to switch from non-public to the public school.

Whether it be that issue or the hundreds of others that come to the board, I will never presume having all the answers, but I will come with questions for my colleagues and anyone who has more experience and insight. From those insights I will eagerly help

our team brainstorm and find answers that can create solutions that will help students thrive during their time with our district and most especially by the time they graduate.

I know I cannot replace Jenny. That said, I hope I can help make a positive difference in our students' lives just as she did. If you have any questions for me, I am more than willing to speak with any or all of you. Know that I am eager and willing to do all I can.

Thank you for your consideration.

Sincerely,

Katherine Szepieniec
Rosemary's Mom



Hastings
ISD200.org

LynDee Humble <lhumble@isd200.org>

School Board Application

Lacey Klose [REDACTED]
To: lhumble@isd200.org

Thu, Mar 20, 2025 at 9:32 PM

Hello,

I would love the opportunity to run for a seat on the ISD 200 school board. Below is the criteria requested from applicants. Please let me know if you need additional information and I would be happy to assist!

Name: Lacey Bialke

[REDACTED]
[REDACTED] Hastings, MN 55033

Statement: my mother was a St. Paul public school educator for the visually impaired for over 25 years. I have a deep respect for the educators that show up everyday for the children of our community knowing first hand the blood, sweat, and tears they commit to their occupations. I coach for the HYAA program in Hastings as well as assist in teaching for Hastings Childrens Development Center. I have three children, one in which is deaf. I recognize the importance of ensuring opportunities for all children to succeed in school so they are set up with the best foundational tools right from the very start of their educational journeys. It's important we invest in our children, as these kiddos are going to be the future of this amazing town. I am dedicated to ensuring every child is seen, heard, and has the resources to do great things to the best of their abilities. I hope I am considered for this position as I understand the overwhelming responsibility it holds as being a representative for the community to ensure our kids are put first.

Sincerely,
Lacey Bialke
Sent from my iPhone

Hastings Public Schools
1000 West 11th Street
Hastings, MN 55033
ATTN: Lyndee Humble

19 March 2025

Hasting Public School Board -

I am writing to express my interest in the appointment for the school board seat left open by Director Pine's recent death. I understand that this appointment would run through December 2025 and could begin as early as April 2025 if the currently proposed schedule for selection is maintained. I assert that I meet all the statutory requirements to serve as a school board director for Hastings Public Schools.

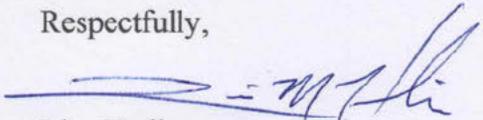
I have the experience to step immediately into the work, a clear understanding of the responsibilities, and a personal values system that centers students and public service.

Having been in a position to make mid-term appointments to the school board, I recognize it is imperative that the selected appointee be experienced, understand the role of the school board and responsibilities of a director, and be knowledgeable of the current issues facing the board and the District. Given the number and complexity of current and imminent issues - budget adjustments, teacher negotiations, likely selection of a superintendent, strategic plan revisions, and more - it is more important than ever that the board makes a thoughtful appointment prioritizing readiness to serve over political ideology.

I have worked my entire adult life as a public servant. I worked for over 19 years as a civil engineer, project manager, and branch chief for the US Army Corps of Engineer. In this role I lead project teams working on flood damage reduction projects exceeding \$350,000,000 with federal, state and local funding and regulatory requirements. I have worked for the last 15 plus years as a Hastings Public School employee in students support, technical specialist, secretarial and food service positions as needed. I have 12 years of recent service on the Hastings School Board, winning three concurrent elections. I have many years in board leadership positions including but not limited to Chair. I have completed all Phases of MSBA School Board training, some of them multiple times. I have a strong understanding of school finance, including budget adjustments as well as levy and bond considerations. I have a demonstrated ability to work within the board structure to make decisions while bringing accountability to the process.

Know that the decision you have in front of you is being watched by the community. It should be based on the established core values of the District's strategic plan. Keeping students at the heart of you do. I have the experience, community support and service centered values that are needed.

Respectfully,


Lisa Hedin

Clifton Strengths – Learner, Achiever, Relator, Individualization, Responsibility

Date: March 7, 2025

To: LynDee Humble, Hastings Public Schools
1000 West 11th Street, Hastings, MN 55033
lhumble@isd200.org

From: Lisa Krause

[REDACTED]
[REDACTED]
[REDACTED] Hastings, MN 55033

Re: Application for Interim School Board Vacancy

Dear Hastings Public School Board,

It is with great excitement that I submit my letter of interest for the interim position on the Hastings Public School Board. My career has been dedicated to fostering collaboration, transparent communication, and effective leadership skills in pursuit of personal and professional development, specifically in the field of Learning and Development, for various organizations. I have a Bachelor of Arts degree in Communication, and a Master of Science degree in Training and Human Resource Development. I am eager to bring this collaborative spirit and passion for development to your board.

My experience includes working on projects and initiatives that require extensive collaboration across various disciplines and sectors. This has honed my ability to work effectively with diverse groups, to encourage creative thinking in finding innovative solutions to challenging problems, and to find common ground in the pursuit of shared goals. My approach focuses on identifying and implementing synergies that amplify impact for individuals, leaders, and organizations. I believe that my skills in fostering collaboration and building consensus will be invaluable in advancing the school board's objectives and strengthening its community impact.

I am particularly drawn to the work of the Hastings Public School Board and its commitment to the education of our students. When my family was selecting a school for our kindergartener to attend, we reviewed several good options. We chose Hastings Public School as the best fit for our student and our family because of the commitment to student academic success, as well as the culture it has built within the schools and with the community. The focus on whole child development, both inside and outside the classroom, is important to my family and many others. This important mindset is a direct reflection of the dedication and commitment of the Hastings Public School Board to successful student outcomes.

I look forward to the opportunity to join your dynamic group and to contribute to the important work of the Hastings Public School Board.

Thank you for considering my interest. I am energized about the possibility of contributing to your important mission.

Best Regards,

Lisa Krause

Mariah Ring

[REDACTED]
[REDACTED]
[REDACTED]

Hastings, MN 55033

To the Members of the District 200 School Board,

My name is Mariah Ring, and I am writing to express my interest in the interim position on the ISD 200 Board. I am a proud alumna of Hastings and a lifelong community member. I hold a degree in Public History from the University of Wisconsin–Eau Claire. As Site Supervisor at the LeDuc Historic Estate, I have actively engaged with children and teachers, fostering connections throughout our community. For the past year, I have worked at the Minnesota Historical Society as the Program Supervisor at the James J. Hill and Alexander Ramsey Houses. In this position, I develop programs for visitors of all ages, with a particular focus on creating rooted in education, research, and lifelong learning. I also have experience serving on the Macpherson Scholarship Board and the AAUW Minnesota Board. Currently, I am a member of the United Way of Hastings Board.

I believe in providing quality public education for our district's current and future students. Preserving and enhancing the integrity of our education system is essential to ensuring that Hastings continues to grow and thrive as a community we are proud to be a part of. Serving on the school board would allow me to give back to the community I love and contribute to achieving this important goal. Having grown up in this district, I experienced firsthand the profound impact of a strong educational foundation and the supportive community that surrounds it. My hope is to foster similar experiences for our students. With my ability to think critically and listen attentively, I am confident I would bring valuable contributions to the board. I prioritize considering all perspectives before making decisions, which I believe is essential for fostering collaboration and mutual respect. These skills would continue to enable our board to engage in meaningful discussions, encourage strong community involvement, and conduct productive meetings focused on elevating learning standards and outcomes within our school system.

I want to acknowledge how difficult the loss of Director Pine has been for our community and our current board. She is and will always be deeply missed.

I appreciate your consideration and all your hard work for our district.

Sincerely,

Mariah Ring

Dear Hastings Shool Board,

Growing up here in Hastings and graduating from our schools, I always want to give back to my community, especially with our students. I would like to express my interest in the vacancy for the ISD 200 School Board and my desire to serve. Prior work and experience makes me an excellent candidate.

Currently, I work for the SoWashCo School District for the before/after school program, Kids Club, as a supervisor. Previously, I have been a Special Ed para for the same district for 2 years, and then before that I have been a Reading Tutor with MN Reading Corps, Cognitive Skills Trainer with LearningRx, worked Inclusion in Bloomington Schools, and have served as a Student Senator advocating for students at the University of Wisconsin- Eau Claire.

While also being president of the Hastings Kiwanis Club this past year, I am very familiar with committees, policy development, and outreach events aimed at advocating for students, families, and our schools.

I believe my passion and drive for students as well as my consistent communication and support for parents makes me an ideal candidate for the Hastings School Board. My prior experience and continued growth only adds to my efforts and desire to improve situations for all students.

Thank you for your consideration and your time,
Martin Weber



Hastings, MN
55033

March 16, 2025

LynDee Humble
District 200

Dear LynDee,

I am expressing my interest in serving on the Hastings District 200 school board to fill the interim position vacated by the tragic loss of Director Jenny Wiederholt-Pine.

As a lifelong resident of the Hastings community, I value the future of our young students and would like to help foster a healthy, robust and safe school system in which they can achieve the education that will give them the skills needed to succeed in life. I am a father of six children and a grandfather to thirteen grandchildren. I feel a great sense of responsibility in helping them as well as their peers in guiding them toward being respectful, responsible and well-educated citizens for this community or wherever they should begin their adult journey.

Thank you for your consideration.

Respectfully,

Terry Allen Crisp

[Redacted]
[Redacted]
[Redacted]

Hastings MN 55033

To: Chairperson Carrie Tate
Superintendent: Dr. Tammy Champa

From: Theresa Auge'

[REDACTED]
Hastings, MN 55033
[REDACTED]

March 9, 2025

Subject: Interim School Board Application

Greetings,

I'm submitting my interest in the tragic vacancy on the ISD 200 school board.

I am passionate about public education and an advocate for lifelong learning. My husband and I have been making Hastings our home since May of 2020. As a result of our move to Hastings, I had to resign from my position on the ISD 622 school board of which I was on for 16.5 years. I understand school finance. I understand the strain of unfunded mandates. I understand the complexities of family dynamics. I understand massive budget cuts. I understand and value the difference teachers make in the classroom. I believe public schools are the foundation of our community. I believe children are our greatest resource. I have followed ISD 200 and would have a short learning curve to get up to speed with the board.

I am committed to the Hastings community. I am the Chair of the Hastings Public Safety Advisory Commission. I am the Volunteer Coordinator for the Friends of the Pleasant Hill Library. I have championed the gift of \$1000 to new pre-K and Elementary ISD 200 teachers this school year. I have embraced the use of our Hastings students in our Library sale events. I am a Dakota County Absentee Ballot Judge and served on the ISD 200 school board recount in 2023. I am a City of Hastings Municipal election Judge. I advocated twice in front of the board to move your board elections to even years! (Pause, to applaud your decision).

I am the proud and pleased "Nana" of four beautiful grandchildren! I am retired after 45 years in Radiology. I have time to commit to this role and will serve with passion, integrity and commitment. I am not afraid to ask tough questions.

Please accept my application. Included are a couple of letters of recommendation.

March 10, 2025

Dear School Bd Chair Carrie Tate and Superintendent Dr. Tammy Champa,

I enthusiastically write this letter of recommendation in support of Theresa Auge's application to fill the vacancy on the ISD 200 School Board. I had the pleasure of working with Theresa for ten years from 2005-2015 when I was superintendent for the North St. Paul-Maplewood-Oakdale School District and Theresa served on the School Board.

From the first time I observed Theresa in action, she was impressive. She checks off all the boxes of the qualities desired in a school board member. She is passionate about education, has unshakeable core values and a deep commitment to continuous improvement for all students. She is a lifelong learner who always does her homework, is punctual and comes to meetings prepared. Theresa is a team player and a transparent communicator who is articulate and asks insightful questions. She forges collaborative and supportive relationships with staff, unions and community and is politically astute in advocating for her school district.

Theresa was a contributing member of a highly functioning, seven-person board that was locked in Governance, had excellent oversight and monitoring of the district's Strategic Roadmap, was effective at public engagement and advocacy and crafted very positive superintendent/board relations.

Ethical, approachable, committed, knowledgeable and experienced in dealing with the multiple issues school districts and school boards face, Theresa Auge is 100% ready to fill the vacancy on your school board.

Sincerely,

Patty Phillips



March 7, 2025

To: Carrie Tate, Hastings School Board Chair
Dr. Tammy Champa, Superintendent of Hastings Public Schools

From: Pam Ledermann

Re: Support for Theresa Auge for the Hastings Public School Board

My name is Pam Ledermann and I am excited to write this letter to express my support for Theresa Auge for the Hastings Public Schools Board. I taught chemistry at North High School in North St. Paul for 29 years. Theresa Auge was a member of the school board for sixteen and a half years during that time. Theresa excelled at being able to form and maintain relationships with board members, the superintendent, residents of the district, and teachers. It is a difficult balance and she did it well. I appreciate that she made teachers feel that their voices counted at the board level. Teachers and community members found her to be approachable and willing to listen. Board members often have difficult decisions to make and although we might not agree, I always felt like I was at least heard. She is able to disagree without denigrating those with dissenting views, which should be a highly prized trait in public officials. She always kept the best interest of our students and their education her priority while making sound and financially savvy decisions.

Theresa was hard working, ethical, and very involved in the schools. Her passion for education was clear. I often saw her in the hallway, at school events, and in the community. During my years at North High, the district went through many changes including going from being less than 4% non-white to being 71.6% non-white. There were many years with budget shortfalls that required the board to make very difficult decisions. Theresa was open minded, listened to different perspectives, and could rethink her position when needed. She was transparent and honest. The community valued her and her work and she was re-elected 3 times. She only resigned her position because she moved out of the district.

I believe Theresa is extremely collaborative, ethical, and hard-working. She brings a great deal of knowledge and experience and would make a great addition to the Hastings Public Schools Board.

Sincerely,

Pamela J. Ledermann

Statement of Interest in Serving on the Hastings School Board

My name is William Beck, and I would like to submit my name for consideration for the interim school board position with ISD 200. I have a strong background in education, having previously worked as a teacher and currently serving as both a lab technician and an on-call substitute teacher. Additionally, I am actively involved in my church as a youth leader.

Last year, I had the opportunity to join the board of Woodbury Leadership Academy, a public charter school, and I embraced the role enthusiastically. My experience as a school board member has been incredibly rewarding, but I would find even greater fulfillment serving in the community where I live. I have already completed much of the necessary training required to join the board and would gladly participate in any supplemental training available.

My wife and I are parents to two young children, and they have become a driving force behind my commitment to serving our community. I am particularly motivated by a recent budget proposal in St. Paul that would reduce special education funding for local school districts. As the parent of a child with special needs, I feel a deep responsibility to advocate for policies that support all students.

I welcome any questions regarding my experience and qualifications. I can be reached at

[REDACTED]. Thank you for your time and consideration.

William Beck



ISD 917 BOARD NOTES

MARCH 4, 2025 BOARD MEETING

The ISD 917 School Board met for a Work Session and Regular Meeting on March 4, 2025. School Board information and resources are available on our website at https://www.isd917.org/about/school_board.

WORK SESSION

INTEGRITY

- Reviewed Policies:
 - 522 - Title IX Sex Nondiscrimination Policy, Grievance Procedure, & Process
 - 533 - Wellness
- International Teachers Presentation
- Reviewed Joint Powers Agreement with Smoke Free Cohort
- Reviewed Maintenance Agreements with Member Districts

COMMUNICATION

- Student Services Report
- Updates from Member Districts

REGULAR BOARD MEETING

COMMUNICATION

- Approved Agenda
- Approved Consent items
 - 2/7/25 Minutes
 - Donations:
 - Kopp Family
 - Hy-Vee
 - Dakota County Voiture 1457 of Eagan
 - Approved Policies:
 - 601 - School District Curriculum & Goals
 - 701 - Establishment and Adoption of School District Budget
 - 721 - Uniform Grant Guidance
 - Personnel Summaries:
 - New Hires:
 - Effective 2/3/25:
 - Asha Abdurahman, Education Support Professional
 - Effective 2/27/25:
 - Diamonique Williams, Education Support Professional
 - Re-Hires:
 - Effective 4/4/25:
 - Laura Miles, Education Support Professional



ISD 917 BOARD NOTES

MARCH 4, 2025 BOARD MEETING

COMMUNICATION

- Change in Status:
 - None
- Leaves of Absence:
 - None
- Resignations & Terminations:
 - Effective 3/7/25
 - Monique Marple, Board Certified Behavior Analyst
 - Effective 6/30/25:
 - Chris Devine, Secondary Principal
 - Lori Klein, Assistant Principal
- Retirement:
 - Effective 6/13/25:
 - Beverly Bauer, Education Support Professional
 - Effective 8/1/25:
 - Linda Berg, Executive Assistant to the Superintendent & School Board

STEWARDSHIP

- Approved bills
- Approved wire transfers
- Approved investment reports

COLLABORATION

- Approved policies:
 - 522 - Title IX Sex Nondiscrimination Policy, Grievance Procedure, & Process
 - 533 - Wellness
- Approved Maintenance Agreements with Member Districts
- Approved Joint Powers for Smoke Free Cohort





Association of Metropolitan School Districts

February 28, 2025

To: AMSD Board of Directors

From: Scott Croonquist, Executive Director

RE: Board of Directors Meeting
7 – 9 a.m., March 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 |
| | <ul style="list-style-type: none">• Approval of Minutes of February 7 Meeting | |
| III. | Guest Speakers | Oksnevad |
| | <ul style="list-style-type: none">• <i>Update on the 2025 Legislative Session</i><ul style="list-style-type: none">○ Rep. Patricia Mueller○ Rep. Sydney Jordan○ Sen. Julia Coleman○ Sen. Steve Cwodzinski | |
| IV. | Legislative Committee Report | Oksnevad |
| | <ul style="list-style-type: none">• Approval of Position Paper on Student Mental Health• Approval of 2025 Session Priorities | |
| V. | Executive Director's Report | Croonquist |
| VI. | Upcoming Meetings | Oksnevad |

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

AMSD Board of Directors
7 – 9 a.m., Friday, April 11, 2025
Quora Education Center
70 County Road B2 W., Little Canada



Association of Metropolitan School Districts

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

Position on Student Mental Health

The Association of Metropolitan School Districts supports enhanced funding for school-based mental health programs and suicide prevention and trauma intervention programs. In addition, AMSD supports increased and improved mental health training and resources for school staff, as well as increased, sustainable funding for student support personnel. At the same time, state policymakers must ensure comprehensive community support systems, outside of school, are available that include treatment and services, as well as short-and long-range plans, for people with serious mental illness.

AMSD BELIEVES

- It is critical to reduce stigma and increase knowledge of mental health challenges and ensure access to high quality mental health treatment.
- Public schools have become the de facto mental health system for children and youth. Yet, schools are not funded or structured to be the primary provider of mental health support for students.
- School districts must be given the resources needed to provide safe learning environments for students and staff, including resources to provide mental health training for staff so they can support students' and their own mental health challenges.

BACKGROUND

According to the [2022 Minnesota Student Survey](#):

- 54 percent of students reported feeling down, depressed or hopeless, compared to 47 percent in 2019. 29 percent of students self-reported long-term mental health problems, compared to 23 percent in 2019 and 18 percent in 2016.
- 27 percent of 11th graders have seriously considered suicide at some point in their life (compared to 24 percent in 2019), and at significantly higher rates for our LGBTQ+ students.
- 21 percent of students reported being bullied or harassed weekly in at least one way during the 30 days preceding the survey; the results are higher for students from low income backgrounds (40 percent) and LGBTQ+ students (31 percent).
- The [American Academy of Pediatrics](#) notes that because “children spend a large portion of their lives attending school, schools have become the largest provider of mental health services,” with districts providing support including screenings, counseling, assessments and crisis response services.

- In July 2024, the [National Center for Education Statistics](#) reported that in the 2021-22 school year, 49 percent of public schools reported providing diagnostic mental health assessments and 38 percent reported providing treatment to students for mental health disorders. These percentages were lower than the percentages reported in 2019–20. In response to the COVID pandemic, 90 percent of public schools reported providing increased social and emotional supports for students, and 78 percent reported doing so for staff.
- Research indicates that School Based Mental Health (SBMH) programs have an impact. In 2023, [a study from the University of Minnesota School of Public Health](#), published in the Journal of Human Resources, using data from 263 K-12 schools in Hennepin County, many of which implemented school based mental health services between 2001-19, found rates of attempted suicides among students decreased by up to 15 percent when districts increased access to mental health services.
- A 2023 Pew Poll on Parenting in America showed mental health topped the list of parents' concerns with 76 percent of respondents either extremely, very worried, or somewhat worried about their children struggling with anxiety or depression.

REFERENCES

- [The 2022 and 2019 Minnesota Student Survey.](#)
- [The American Academy of Pediatrics: Mental Health in Schools.](#)
- [National Center for Education Statistics: Prevalence of Mental Health Services Provided by Public Schools.](#)
- [University of Minnesota School of Public Health: School based Mental Health Services Can Improve the Well Being of Children and Adolescents.](#)
- [COSSBA: Mental Health Supports for K-12 Public Education](#)

March 2025
Volume 22
Number 6

Reimagining Rdale: A Bold Vision for the Future of Robbinsdale Area Schools

March 24, 2025
AMSD Day at the Capitol
8:30 a.m. - 4:30 p.m.
[LINK: View Details for Day at the Capitol](#)

March 28, 2025
Executive/Legislative Committee Meeting
7:30 a.m. - 9 a.m.
Anderson Center
Bethel University
Arden Hills

April 11, 2025
Board of Directors Meeting
7 a.m. - 9 a.m.
Quora Education Center
NE Metro 916
Little Canada

April 25, 2025
Executive/Legislative Committee Meeting
7:30 a.m. - 9 a.m.
Anderson Center
Bethel University
Arden Hills

When Dr. Teri Staloch stepped into her role as superintendent in July 2024, she arrived with a relentless commitment to transforming Robbinsdale Area Schools (Rdale) for the better. She launched the 2024-25 school year with the theme "Rediscover Rdale" as a way for staff and the community to rally around the potential that exists in the district to offer every student an exceptional education — one that met their needs and prepared them for a bright future.

By November of 2024, however, a stark financial reality came into focus: Rdale faced a \$21 million shortfall in its \$200 million budget. This meant making difficult short-term decisions to stabilize district finances. But Dr. Staloch was clear: financial challenges would not stop the district from its long-term planning for an innovative and student-centered future. So two processes would move forward side by side. The district launched a plan to address immediate budget challenges while simultaneously embarking on *Reimagine Rdale: Vision 2030* — a community-driven engagement process to co-create the schools that students want, need, and deserve.

"Robbinsdale Area Schools is filled with brilliant students, dedicated educators, and a community that values education," said Dr. Staloch. "AND we know that we can and must do better. There is untapped potential here — potential to create a district that is not just good, but truly excellent. Through *Reimagine Rdale*, we are setting the stage for a brighter, more inclusive, innovative, and joyful future for every learner."

A vision built on community engagement

At the heart of *Reimagine Rdale: Vision 2030* is a commitment to authentic engagement, listening and collaboration. The process is driven by the belief that those closest to the district—students, families, staff, and community members—are the best people to inform its future. To make that vision a reality, the district has launched extensive engagement efforts. A comprehensive community survey, which opened in January 2025, is gathering

Continued on page 2

The recently released February State Budget and Economic Forecast outlined a challenging fiscal environment as legislators work to adopt a biennial budget that will establish the level of funding for our schools for the next two years. Despite the projected budget shortfall, we need to remind state policymakers that our school districts are heavily dependent on the state with state aid accounting for 64 percent of school funding. Please join me for the [AMSD Day at the Capitol](#) on Monday, March 24 to advocate for our students. Your voice matters!

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

A Commitment to Authentic Engagement, Listening and Collaboration

Continued from page 1

input on key questions, including: What does an excellent, world-class education look like?

Beyond the survey, the district is hosting a wide range of engagement events to reach every corner of the community. Eight district-wide community meetings — including virtual options — ensure broad participation. Four affinity group meetings provide dedicated spaces for Indigenous, Pan African, Somali, and Latino community members to share their perspectives. Staff meetings are taking place at every school and site, and in order to elevate the voices of students, grade-level meetings are being held at every secondary school as well as multiple focus groups with students at all elementary, middle and high schools. To further extend outreach, the district is also hosting pop-up engagements at local businesses and libraries.

"This is our chance to dream big together," said Dr. Staloch. "Our students want, need, and deserve the very best, and encouraging and empowering multiple perspectives will help us create a future where every learner has the opportunities, resources, and inspiration to thrive."

The Vision 2030 Team

A key driver of this process is the *Reimagine Rdale: Vision 2030 Team*, a 46-member group designed to reflect the diversity of the district. Meeting monthly from January through August 2025, this team is conducting a deep study of Rdale's academic programming, student outcomes, operations, finances, enrollment, facilities, and challenges — along with the results of the survey and community engagement efforts. Their work will culminate in a set of recommendations for the school board in September 2025, shaping the district's direction for years to come.

"This group is simply incredible," Dr. Staloch said. "The energy, the commitment, and the depth of experience its members have is truly inspiring. We have assembled a team that not only represents our district but is deeply invested in its success. I am confident that the work we do together will have a lasting impact."



Dr. Teri Staloch listens as a student shares their thoughts during the Feb. 26 Reimagine Rdale Community Meeting at Robbinsdale Middle School. The student was responding to a question about what Robbinsdale Area Schools does well and should maintain. This meeting was specifically designed to engage the district's Somali community.

Aiming for excellence

The goal of *Reimagine Rdale: Vision 2030* is simple yet ambitious — to reimagine what education can be as we transform current systems, ensure educational equity and create a district of academic and operational excellence, where each student is honored for their identity, feels a sense of belonging and is empowered to lean into their brilliance as they are supported to reach their unique potential.

While immediate financial challenges remain, Robbinsdale Area Schools is not just reacting to the present — it is planning for a thriving future. With the dedication of the Vision 2030 Team, support of the School Board, the participation of all segments of the community, and a commitment to innovation by all stakeholders, Rdale is taking bold steps to transform systems to ensure that every student receives the education they deserve. Learn more about *Reimagine Rdale: Vision 2030* at rdale.org/vision2030.

This month's member feature was submitted by Derrick Williams, Interim Director of Communications, Robbinsdale Area Schools.

AMSD Board Adopts 2025 Legislative Priorities

An extraordinary 2025 legislative session must end with the adoption of a new biennial budget.

The AMSD Board of Directors has approved its legislative priorities for the 2025 legislative session — a refined version of the AMSD platform that was adopted in December prior to the start of the legislative session. The updated priorities reflect some of the legislative proposals put forward in the 2025 session as well as the daunting budget challenges facing AMSD member school districts.

The challenges are in the wake of historic inflation causing escalating operational and labor costs. In addition, significant resources have been needed to implement expansive new programs and requirements adopted during the last biennium.

Adding to the challenging fiscal environment, the Office of Minnesota Management and Budget (MMB) recently [adjusted the state's budget outlook downward](#), amid economic and fiscal uncertainty. The FY26-27 projected balance is now \$456 million — \$160 million lower than prior estimates — and the projected FY28-29 general fund shortfall is now \$5.995 billion, \$852 million worse than November estimates.

Against that backdrop, AMSD members remain committed to advocating on behalf of their students. A preliminary survey of AMSD budget directors last fall showed that member districts were estimating more than \$200 million in collective budget shortfalls for FY26 — and that was assuming an inflationary increase to the formula. AMSD is currently conducting a follow-up survey following the announcement by MDE Commissioner Willie Jeff that the funding formula will increase by 2.74 percent for the 2025-26 school year. The survey is also gathering information to ascertain the potential impact of Gov. Walz's proposed budget.

As lawmakers begin the work of developing the biennial budget, AMSD will continue to advocate for additional resources, no new mandates, and more flexibility and local control.

Among the 2025 legislative priorities:

- Increase the basic formula by 3 percent over current law for FY26;
 - Fully fund the mandates adopted during the last biennium including establishing a permanent funding stream for the Unemployment Insurance and Paid Leave programs, and refraining from enacting any new mandates in the 2025 session;
 - Increase Local Optional Revenue (LOR) to \$974 per pupil effective for FY27 and link it to the formula;
 - Hold districts harmless from a reduction in compensatory revenue and stabilize the formula by calculating eligibility on the basis of both direct certification and the application for education benefits;
 - Allow locally elected school boards to adopt the school calendar and election cycle that best meets the needs of their students, staff and community; and
 - Provide flexibility with instructional hour requirements to allow school districts to expand personalized and experiential learning opportunities for students such as asynchronous learning, internships, and project-based learning.
- [LINK: View a full list of the 2025 AMSD Legislative Priorities](#)

AMSD Day at the Capitol Monday, March 24

AMSD members are invited to join their colleagues for a day of advocacy at the annual AMSD Day at the Capitol event on Monday, March 24.

AMSD is again partnering this year with MASA Region 9. Please RSVP no later than Tuesday, March 18, to AMSD Office Manager Kimberly Jansa at kjansa@amsd.org if you plan to join us.

Members are also encouraged to [call your local legislators ASAP to schedule appointments](#) as their calendars fill up weeks in advance.

Highlights of the day will include:

- **8:30-10 a.m: Updates from AMSD Staff and Legislators** in the L'Etoile du Nord Vault Room B15, located in the basement of the State Capitol. (Coffee and donuts provided).
 - The event will include legislators from the House and Senate Education Finance Committees.

Attendees can also watch floor sessions and attend hearings between meetings with their local legislators:

- 11 a.m. — Senate Floor Session.
- 12:30-2:30 p.m. — Senate Education Policy Committee, Room 1200, Senate Building.
- 3:30 p.m. — House Floor Session.

(*Note that the Capitol building does not open until 8 a.m. Enter through the main door.)

- [LINK: Learn more how to advocate for these priorities through AMSD](#)
- [LINK: Contact your state legislator by school district through AMSD.org](#)
- [LINK: Bill Tracker: View the latest education-related legislation being proposed at the Minnesota Capitol](#)





Association of Metropolitan School Districts

LEGISLATIVE PLATFORM

2025

Keeping Students at the Center

Public education is foundational to Minnesota's future prosperity.

Our ability to compete in the global economy is directly tied to our success in closing the significant racial and socioeconomic disparities in our educational outcomes. All students, and all Minnesotans, will benefit when each and every student has access to an equitable and excellent education.

The AMSD Board of Directors has identified the following priorities to help stabilize school budgets and create more equitable academic opportunities for all students.



ABOUT AMSD

The Association of Metropolitan School Districts represents 47 K-12 school districts and six intermediate / cooperative districts. AMSD member school districts enroll more than one-half of all public school students in Minnesota, with the mission to lead the transformation of public education.

AMSD stands ready to assist state policymakers by providing current research and data to help them make informed decisions.

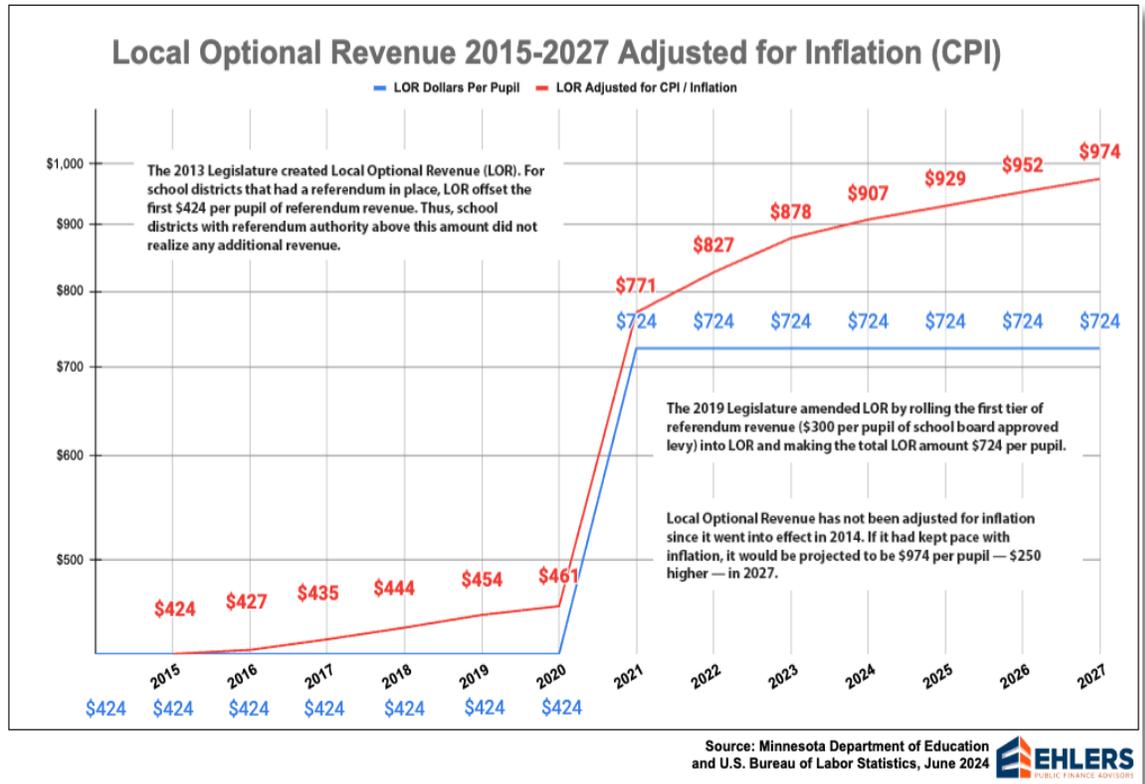


Association of Metropolitan School Districts

FUNDING PRIORITIES

A stable and equitable system must provide the resources necessary to meet state mandates and recognize real inflationary cost pressures. AMSD member school districts are facing major budget shortfalls in the wake of rising costs and expansive new requirements and expectations for our schools.

To help stabilize school budgets and mitigate significant staff layoffs, the Governor and Legislature should:



- Increase the formula allowance by 3 percent over current law for FY26 and FY27;
- Increase Local Optional Revenue from \$724 to \$974 per pupil to recover ground lost to inflation since the program was established in 2014 and link it to the formula;
- Provide funding to cover the state mandated costs of the Minnesota Unemployment Insurance and Paid Leave programs;
- Provide additional funding for teacher training and curriculum to ensure a successful implementation of the Read Act;
- Stabilize the compensatory funding formula by including additional criteria to identify families and students eligible for compensatory services;
- Increase the allowance for the Extended Time program so school districts can extend the school day, week and/or year to help all students succeed;
- Reduce the cross-subsidies in the special education and English learner programs;
- Strengthen programs such as the Grow Your Own and teacher apprenticeship programs to recruit and retain teachers of color and teachers in shortage areas, and maintain and expand pathways to teacher licensure; and
- Increase equalization of the operating referendum, local optional, and debt service levies in the omnibus tax bill to reduce taxpayer and education funding disparities.



Association of Metropolitan School Districts

ENHANCE STUDENT-CENTERED LEARNING

State policymakers should expand student-centered learning opportunities to allow school districts to create meaningful and personalized experiences that prepare students for future success. Specifically, the Governor and Legislature should:

- Broaden the definition of hours of instruction to allow students to earn credit for learning wherever it occurs;
- Create a legislative working group to study existing barriers to student-centered learning and craft recommendations for improvement;
- Replace the high school MCA exams with a nationally recognized college entrance exam; and
- Direct the Minnesota Department of Education to appoint a working group to build on the Future Assessment Design Working Group recommendations from 2017 and leverage existing state expertise, including researchers, practitioners, and stakeholders, to develop an assessment system that better supports student-centered learning.



ENSURE SAFE SCHOOLS FOR STUDENTS AND STAFF

To protect public assets and ensure safe and secure learning environments for students and staff, state policymakers should:

- Increase the per pupil allocation for the Long-Term Facilities Maintenance (LTFM), Operating Capital, and Lease Levy programs to recover ground lost to inflation since 2014 and expand the allowable uses of LTFM revenue to include security modifications and additions for instructional space;
- Allow limited removal time from class within Non-Exclusionary Discipline (NED) to enable schools to plan effective reentry supports and interventions to ensure safe classrooms; and
- Increase the Safe Schools Levy.



Association of Metropolitan School Districts

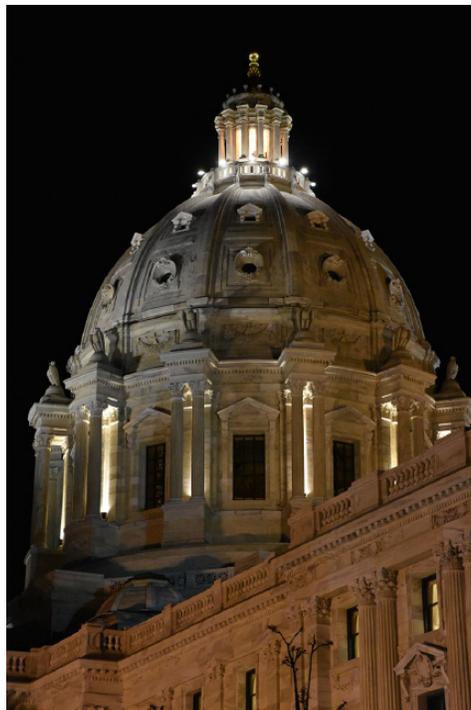
MEMBER DISTRICTS

Anoka Hennepin Schools • Bloomington Public Schools • Brooklyn Center Community Schools • BrightWorks • Buffalo-Hanover-Montrose Schools • Burnsville-Eagan-Savage School District • Centennial School District • Columbia Heights Public Schools • Duluth Public Schools • Eastern Carver County Schools • Eden Prairie Schools • Edina Public Schools • Elk River Area Schools • Farmington Area Public Schools • Fridley Public Schools • Hastings School District • Hopkins Public Schools • Intermediate School District 287 • Intermediate School District 917 • Inver Grove Heights Schools • Lakeville Area Public Schools • Mahtomedi Public Schools • Mankato Area Public Schools • Minneapolis Public Schools • Minnetonka Public Schools • Mounds View Public Schools • Northeast Metro Intermediate School District 916 • North St. Paul-Maplewood-Oakdale School District • Northwest Suburban Integration School District • Orono Schools • Osseo Area Schools • Prior Lake-Savage Area Schools • Richfield Public Schools • Robbinsdale Area Schools • Rochester Public Schools • Rockford Area Schools • Rosemount-Apple Valley-Eagan Public Schools • Roseville Area Schools • Shakopee Public Schools • South St. Paul Public Schools • South Washington County Schools • SouthWest Metro Intermediate District • Spring Lake Park Schools • St. Anthony-New Brighton School District • St. Cloud School District • St. Louis Park Public Schools • St. Michael-Albertville Schools • St. Paul Public Schools • Stillwater Area Public Schools • Wayzata Public Schools • West St. Paul-Mendota Heights-Eagan School District • Westonka Public Schools • White Bear Lake Schools

RESTORE MANAGERIAL RIGHTS AND ENHANCE LOCAL CONTROL

School districts need time to implement the new programs and requirements adopted during the last biennium. AMSD urges state policymakers to refrain from enacting any new mandates and:

- Repeal the requirement that locally elected school boards negotiate e-learning days, student testing, and student-to-staff ratios;
- Allow locally elected school boards to renew an existing capital project levy at the same rate after a public hearing;
- Require any individual submitting a data request to identify themselves and the organization they represent and allow districts to recover the rapidly escalating costs, including legal costs, associated with these requests;
- Allow school boards to establish the school calendar that best meets the needs of their students, staff, and community;
- Allow school districts to publish official proceedings on the district website in lieu of publishing them in a newspaper; and
- Eliminate the state requirement of a three day notice for remote school board meeting access.



STAY CONNECTED WITH AMSD

Website: www.amsd.org

X: @amsdmn

Facebook: www.facebook.com/AMSDMN

Association of Metropolitan School Districts

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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

Community Collaboration Committee Purpose Statement:

The Community Collaboration Committee is a link between the Hastings School District and the ISD200 community. The committee focuses on identifying avenues to continuously improve the district's communication process for increased transparency and to better articulate the district's goals with its stakeholders. The committee seeks opportunities for shared learning, knowledge, awareness, experience, and growth to create a stronger, more united community.

Community Collaboration Committee Meeting:

March 13, 2025 4:30-5:30

Attendees: Dr. Tammy Champa, LynDee Humble, Chair Melissa Millner, Director Matt Bruns

Meeting Summary

Community Collaboration Series Event #1

April 8, 2025 Topic: Strategic Plan

Community Collaboration Series Event #2

April 15, 2025 Topic: 2025 - 2026 Budget Adjustments

Community Collaboration Series Event #3

April 22, 2025 Topic: Deep Dive into District's Strategic Anchors with roundtable discussions

All three events will be held at the Hastings High School Lecture Hall from 6 - 7:30 pm.



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 March 6, 2025

- I. Call to Order
- II. Attendance
- III. Old Business
 - A. Storytelling Event (Feedback)
 1. Consider a different day of the week
 2. Consider location
 3. Consider promotion styles
 - B. Flag Ceremony (Feedback)
 1. Goal to be present in each school
 2. Event was powerful
 3. Food offerings can be lessened
 - C. Tribal Consultations
 1. Focus on School's Strategic Plan and how it supports Native American students
 2. Shift from event planning to meeting the needs of students
 3. Updating enrollment procedures to include 506 applications to expand Title VI funding
 4. Is there a process to figure out what students want?
 5. Is there a process to figure out what risks they carry with them that the school can bring in supports around the student?
 6. Supports around students are the strongest at HHS, likely due to presence.
 7. Unpacking components of the Strategic Plan, outlining what it means to meet the outlined ideals and how it will be done.
- IV. New Business
 - A. District Updates
 1. Matt - School Board
 - a) Work Session
 - (1) March 12, 2025 @ 6 PM
 - b) Regular School Board Meeting
 - (1) March 26, 2025 @ 6 PM
 - c) Community Collaboration
 - (1) April 15, 2025 @ 6 PM
 - (2) Hastings High School Lecture Hall

-
- (3) Focus on review and feedback on the Strategic Plan
 - 2. Dr. Champa - Administration
 - 3. Andrew - Grants & Teaching and Learning
 - a) NAPAC Budget
 - (1) Budget: \$75,000.00
 - (2) Actuals: \$45,677.75
 - (3) Upcoming Costs: \$24,602.41
 - (4) Projected Spending: \$70,280.16
 - (5) Remaining: \$4,719.84 (can't carry over when nonconcurrent)
 - b) Review of ADSIS funding proposals for FY26
 - c) Review of Achievement and Integration Grant proposals for FY26
 - 4. Alyssa
 - a) Field Trips
 - (1) Upcoming Field Trip: Maple Tapping and Community Building, March 13th!
 - (2) High School Field Trip: Fond Du Lac Tribal and Community College Tour and Fond Du Lac Tribal museum visit, Tuesday, March 25th, 2025.
 - b) Native Peer Groups
 - (1) High School
 - (a) 2/26: Bingo and General Meeting
 - (b) Discussed drum making workshop: date TBD
 - (c) Upcoming Group: Smudge Spray Making
 - (2) Middle School
 - (a) 2/20: Played powwow musical chairs and permission slips for upcoming field trips. Seventh and eighth grade students discussed High School transition.
 - (b) Upcoming group: Smudge Spray Making
 - (3) Elementary Schools will be learning about sugar bushing and maple tapping in March.
 - c) Other
 - (1) Dakota and Ojibwe Language Symposium: Attended the 4th annual Dakota and Ojibwe Language Symposium, March 3-4.
 - (2) Tribal Flag Ceremony was so amazing and so many students and families attended and felt seen!
 - (3) TNEC: Tribal Nations Education Committee

B. NAPAC Updates

-
1. Shift focus to how students are being supported in schools by the District.
 2. Inviting administration to attend meetings to increase buy-in and support
 3. Event sub-committee consideration

V. Future Events

- A. March 19-21: MIEA at Mystic Lake
- B. April Meeting: April 3, 2025 (Starting @ 6 PM at Pleasant Hill Library)
- C. May Meeting: May 1, 2025 (Starting @ 6 PM at Pleasant Hill Library)
- D. May 6: Native Graduate Honoring Ceremony at HHS



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 03.07.2025: Paul Baker, Superintendent Champa, Jessica Dressely, Scott Doran, Matt Esterby, Kari Gorr, Andrew Hodges, LynDee Humble, Kyle Latch, Kim Sill, Carrie Tate, Ryan Wynn, Alexander Zuzek, and Mark Zuzek

Next Policy Committee Meetings

April 4, 2025 at 12:00pm

March 7, 2025 Policy Committee Summary

[Review Cycle Tracker](#)

1st Readings

101.1 Name of the School District

- Committee Discussion: New ISD 200 Policy/this is an MSBA model policy. Added: *Section IV Logo*
 - Committee Recommendation: ***1st Reading***

101.2 Official & Approved Logos, Mascot, & Song

- Committee Discussion: The District has two Official Logos that are registered trademarks as well as approved logos that are not registered trademarks.
 - Committee Recommendation: ***1st Reading***

413 Harassment and Violence

- Committee Discussion: MSBA Policy Service Newsletter updates. Section I & Section II: Added "or any other or unknown reason" this change is being recommended because harassment and violence should not be tolerated for any reason. Everyone deserves a learning and working environment that is free from harassment and violence.
 - Throughout the policy removed the repetition of the language stated in Section I.
 - Section III (D): Added "*These are the protected classifications covered in MN Statute 363A.02 (Public Policy), but the district does not allow harassment or violence for any reason.*"
 - Section III(D)(1): added (d) "has an impairment that is episodic or in remission and would materially limit a major life activity when active."
 - Section III(F)(2)(a): added "*includes electronic communications*"
 - Committee Recommendation: ***1st Reading***

704 Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System

- Committee Discussion: MSBA Policy Service Newsletter. Section III: Added: "*with a capitalization level that equals or exceeds \$5,000*" & ISD 200 specific language. Added Legal References.
 - Committee Recommendation: ***1st Reading***

902 Use of School District Facilities and Equipment

- Committee Discussion: Updated Legal References, Cross References, and review date
 - Committee Recommendation: ***1st Reading***

2nd Reading to Sunset

100 Equity and Diversity

- Committee Discussion:
 - Committee Recommendation: *Individual Action Item to sunset*

3rd Readings

610 Field Trips

- Committee Discussion:
 - Section II (C)(2): Cleaned up language
 - Committee Recommendation: *3rd Reading/ Consent Agenda*

Consent Agenda

621 Literacy and the Read Act

- Committee Discussion: MSBA Policy Service Newsletter. The 2024 Minnesota legislature renumbered the Read Act statutes to (120B.1117) 120B.118 and (120B.1118) 120B.119. Removed “MDE” before “Commissioner” throughout. Since these are technical revisions, they can be adopted in a single meeting.
- Committee Recommendation: *Consent Agenda*

March 26, 2025 Board Meeting

1st Readings:

101.1 Name of the School District

101.2 Official & Approved Logos, Mascot, & Song

413 Harassment and Violence

704 Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System

902 Use of School District Facilities and Equipment

2nd 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

2nd Reading to Sunset/ Individual Action Item

Remove Policy 100 Equity and Diversity

Consent Agenda:

- Consent Agenda
 - 621 Literacy and the Read Act
- 3rd Reading/ Consent Agenda
 - 206 Public Participation in School Board Meetings
 - 208 Development, Adoption, and Implementation of Policies
 - 430 Employee Recognition
 - 610 Field Trips



101.1 NAME OF THE SCHOOL DISTRICT

I. PURPOSE

The purpose of this policy is to clarify the name of the school district.

II. GENERAL STATEMENT OF POLICY

Pursuant to statute, the official name of the school district is Hastings Public Schools Independent School District No. 200. However, the school district is often referred to by other informal names. In order to avoid confusion and to encourage consistency in school district letterheads, signage, publications and other materials, the school board has established uniform names for the school district.

III. UNIFORM NAME

- A. The name of the school district shall be Hastings Public Schools Independent School District No. 200.
- B. The name specified above may be used to refer to the school district and may be shown on school district letterheads, signage, publications and other materials.
- C. In official communications and on school district ballots, the school district shall be referred to as Hastings Public Schools Independent School District No. 200 , but inadvertent failure to use the correct name shall not invalidate any legal proceeding or matter or affect the validity of any document.

IV. LOGO

The district can be represented as a whole using the logo found at the top of this policy. The official Hastings Public Schools logo is copyrighted and therefore all copyright laws and permissions apply. Individual buildings may have approved independent logos.

Legal References: *Minn. Stat. § 123A.55 (Classes, Number)*

Cross References: *ISD 200 Policy Addendum 101.2*

Date Reviewed: 03.07.2025

Dated Adopted:

Date Revived:



413 HARASSMENT AND VIOLENCE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

~~religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability,~~ and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who is found to have violated this policy.

III. DEFINITIONS

A. “Assault” is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;
2. the intentional infliction of or attempt to inflict bodily harm upon another; or
3. the threat to do bodily harm to another with present ability to carry out the threat.

B. “Harassment” prohibited by this policy consists of physical, ~~or~~ verbal conduct, ~~including, but not limited to,~~ including electronic communications, relating to an individual’s or group of individuals’ race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability when the conduct:

1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual’s work or academic performance; or
3. otherwise adversely affects an individual’s employment or academic opportunities.

C. “Immediately” means as soon as possible but in no event longer than 24 hours.

D. Protected Classifications; Definitions

These are the protected classifications covered by statute, but the district does not allow harassment or violence for any reason.

1. “Disability” means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:
 - a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;
 - b. has a record of such an impairment; ~~or~~

- c. is regarded as having such an impairment; or
 - d. has an impairment that is episodic or in remission and would materially limit a major life activity when active.
2. “Familial status” means the condition of one or more minors:
- a. the minor’s parent or parents or the minor’s legal guardian; or
 - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. Familial status also means residing with and caring for one or more individuals who lack the ability to meet essential requirements for physical health, safety, or self-care because the individual or individuals are unable to receive and evaluate information or make or communicate decisions. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
3. “Gender Identity” refers to a person’s deeply held sense or knowledge of their own gender.
4. “Gender Expression” refers to the manner in which persons represent or express gender to others, often through behavior, clothing, hairstyles, activities, voice, or mannerisms.
5. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
6. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
7. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
- “Sexual orientation” means to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.
8. “Status with regard to public assistance” means the condition of being a

recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment; Definition for Purposes of this Policy

1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct, or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or
 - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual’s employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
 - a. unwelcome verbal harassment or abuse, **including electronic communications**;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
 - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual’s employment or educational status;
 - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential

treatment with regard to an individual's employment or educational status; or

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

G. Sexual Violence; Definition

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

H. Violence; Definition

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

IV. SEXUAL HARASSMENT REPORTING AND INVESTIGATION PROCEDURES

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

service of the District on an individual's participation in unwelcome sexual conduct;

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

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

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

- A. For complaints other than those involving sexual harassment or retaliation allegations subject to the Title IX grievance procedures outlined above, any person who believes he or she has been the target or victim of harassment or violence ~~on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability~~ by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a

student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to the building principal or lead building supervisor (“building report taker”). A person may report conduct which may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to the school district Human Rights Officer, who is the Director of Human Resources, or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The District’s Human Rights Officer is:

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

- D. In Each School Building. The building report taker, as defined above, is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.
- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the

harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.

- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- G. In the District. The school board hereby designates the Director of Human Resources as the school district human rights officer to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves the Human Rights Officer, the complaint shall be filed directly with the District Superintendent.
- H. The school district shall conspicuously post the name of the human rights officer, including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.

- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.
- P. Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.
- Q. Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.
- R. Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.
- S. By authority of the school district, the Human Rights Officer, within three days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- T. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- U. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- V. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.

- W. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- X. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

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

VII. RETALIATION OR REPRISAL

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

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

IX. HARASSMENT OR VIOLENCE AS ABUSE

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

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness, and/or sexual abuse prevention.
- F. Although it's not mandated by statute, this policy shall be reviewed at least annually for compliance with state and federal law.

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

Cross References: *ISD 200 Policy 102 (Equal Educational Opportunity)*
ISD 200 Policy 401 (Equal Employment Opportunity)
ISD 200 Policy 402 (Disability Nondiscrimination Policy)
ISD 200 Policy 406 (Public and Private Personnel Data)
ISD 200 Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
ISD 200 Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
ISD 200 Policy 506 (Student Discipline)
ISD 200 Policy 514 (Bullying Prohibition Policy)
ISD 200 Policy 515 (Protection and Privacy of Pupil Records)
ISD 200 Policy 521 (Student Disability Nondiscrimination)
ISD 200 Policy 522 (Title IX Sex Nondiscrimination, Grievance Procedures and Process)
ISD 200 Policy 524 (Internet Acceptable Use and Safety Policy)
ISD 200 Policy 526 (Hazing Prohibition)

Policy Reviewed: 03.07.2025

Policy Adopted: 07.31.2024

Policy Revised: 07.01.2024



704 DEVELOPMENT AND MAINTENANCE OF AN INVENTORY OF FIXED ASSETS AND A FIXED ASSET ACCOUNTING SYSTEM

I. PURPOSE

The purpose of this policy is to provide for the development and maintenance of an inventory of the fixed assets of the school district and the establishment and maintenance of a fixed asset accounting system.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is that a fixed asset accounting system and an inventory of fixed assets be developed and maintained.

III. DEVELOPMENT OF INVENTORY AND ACCOUNTING SYSTEM

The superintendent or such other school official as designated by the superintendent or the school board shall be responsible for the development and maintenance of an inventory of the fixed assets of the school district and for the establishment and maintenance of a formal fixed asset accounting system. The accounting system shall be operated in compliance with the applicable provisions of the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS) *with a capitalization level that equals or exceeds \$5,000. Hastings capitalization asset thresholds were adopted at the organizational meeting: Individual threshold is increasing from \$5,000 to \$10,000 based on revision to Title 2 of the Code of Federal Regulations (CFR), part 200, Uniform Administrative Requirements, and Audit Requirements for Federal Awards, also known as the Uniform Guidance. Group purchases for technology, furniture, or other equipment that is purchased as a per quantity that otherwise may be below the individual item threshold, the total threshold is \$25,000.* ~~In addition,~~ The inventory shall specify the location of all continued abstracts showing the conveyance of the property to the school district; certificates of title showing title to the property in the school district; title insurance policies; surveys; and other property records relating to the real property of the school district.

IV. REPORT

The administration shall annually update the property records of the school district and provide an inventory of the fixed assets of the school district to the school board.

Legal References: *Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.51 (Schoolhouse and Sites; Uses for School and Nonschool Purposes; Closings)
GASB Implementation Guide 2021-1*

Title 2 of the Code of Federal Regulations (CFR), part 200, Uniform Administrative Requirements, and Audit Requirements for Federal Awards, also known as the Uniform Guidance

Policy Reviewed: 08.07.2024
Policy Adopted: 08.07.2024
Policy Revised: 03.07.2024



902 USE OF SCHOOL DISTRICT FACILITIES AND EQUIPMENT

I. PURPOSE

The purpose of this policy is to provide guidelines for community use of school facilities and equipment.

II. GENERAL STATEMENT OF POLICY

The school board encourages maximum use of school facilities and equipment for community purposes if, in its judgment, that use will not interfere with use for school purposes.

III. SCHEDULED COMMUNITY EDUCATION CLASSES AND ACTIVITIES

- A. The school district administration shall be charged with the process of scheduling rooms and special areas for community education classes and activities planned to be offered during each session.
- B. Procedures for providing publicity, registration, and collection of fees shall be the responsibility of the school district administration.
- C. Registration fees may be structured to include a pro-rata portion of costs for custodial services that may be needed.

IV. GENERAL COMMUNITY USE OF SCHOOL FACILITIES

- A. The school board may authorize the use of school facilities by community groups or individuals. It may impose reasonable regulations and conditions upon the use of school facilities as it deems appropriate.
- B. Requests for use of school facilities by community groups or individuals shall be made through the school district administrative office. The administration will present recommended procedures for the processing and review of requests to the school board. Upon approval by the school board, such procedures shall be an addendum to this policy.
- C. The school board may require a rental fee for the use of school facilities. Such fee may include the cost of custodial and supervisory service if deemed necessary. It may also require a deposit or surety bond for the proper use and repair of damage to school facilities. A rental fee schedule, deposit or surety bond schedule, and payment procedure shall be presented for review and approval by the school board.

D. When emergencies or unusual circumstances arise that necessitate rescheduling the use of school facilities, every effort will be made to find acceptable alternative meeting space.

V. USE OF SCHOOL EQUIPMENT

The administration will present a procedure to the school board for review and approval regarding the type of equipment that is available for community use, the extent to which it may be utilized, and the manner by which it may be scheduled for use and any charges to be made relating thereto. Upon approval of the school board, such procedure shall be an addendum to this policy.

VI. RULES FOR USE OF FACILITIES AND EQUIPMENT

The school board expects members of the community who use facilities and equipment to do so with respect for school district property and an understanding of proper use. Individuals and groups shall be responsible for damage to facilities and equipment. A certificate of insurance may be required by the school district to ensure payment for these damages and any liability for injuries.

Legal References: *Minn. Stat. § 123B.51 (Schoolhouses and Sites; Access for Non Curricular Purposes; Closings)*

Cross References: ~~MSBA/MASA Model Policy 801 (Equal Access to School Facilities)~~ ¶
~~ISD 200 MSBA/MASA Model Policy 901 (Community Education)~~

Policy Reviewed: 03.07.2025~~05.29.2020~~

Policy Adopted: 07.22.2020

Policy Revised: 05.29.2020



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:



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*

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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)

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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

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:

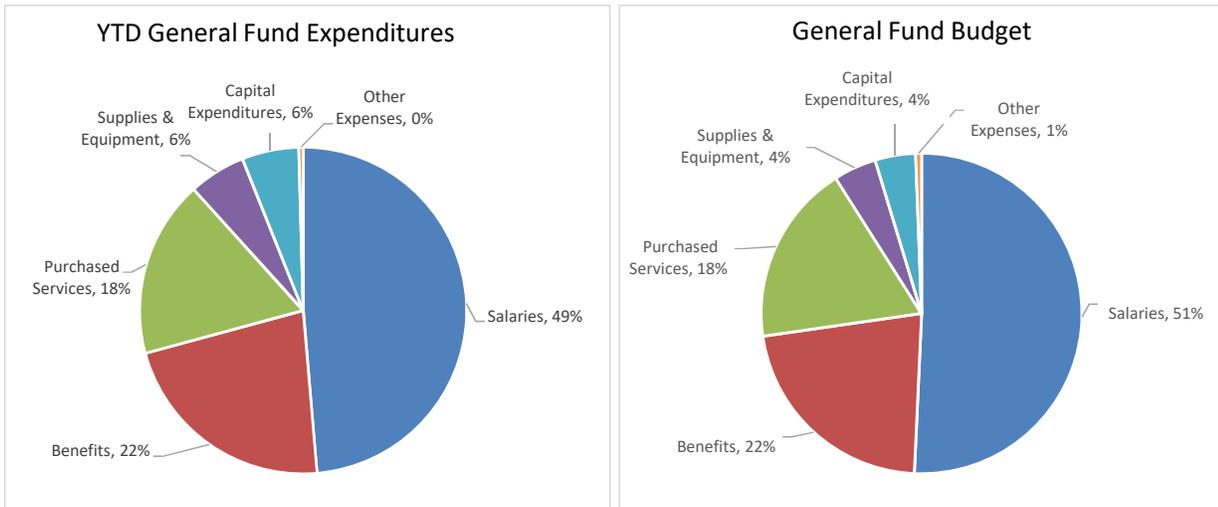
HASTINGS ISD #200 BOARD REPORT FOR THE MONTH ENDING: February 2025

EXPENDITURE TOTALS

	FY 2025 Budget (REV)	**Monthly Expenditures	Year-to-Date Expenditures	Remaining Balance	% Spent
General Fund (01)					
100 Salaries	34,391,243	2,987,856	18,151,392	16,239,851	53%
200 Benefits	14,940,629	1,174,320	8,262,867	6,677,761	55%
300 Purchased Services	12,392,304	1,180,618	6,542,701	5,849,604	53%
400 Supplies & Equipment	2,934,459	82,504	2,102,771	831,689	72%
500 Capital Expenditures	2,777,663	380,760	2,098,415	679,248	76%
800 Other Expenses	391,068	5,621	159,208	231,861	41%
	67,827,366	5,811,678	37,317,353	30,510,012	55%
Food Service Fund (02)	3,530,227	334,049	2,160,602	1,369,625	61%
Community Service Fund (04)	2,864,210	222,032	1,851,166	1,013,044	65%
Building Construction Fund (06)	2,699,440	0	1,757,994	941,446	65%
Debt Service Fund (07)	20,619,675	16,750,000	20,619,125	550	100%
Student Activities Fund (10)	250,000	36,537	165,006	84,994	66%
Deferred Accounts- Donations/Misc Fund (11)	640,619	95,191	366,198	274,421	57%
Scholarships Fund (12)	120,000	14,500	106,000	14,000	88%
Totals	\$98,551,537	\$23,263,986	\$64,343,445	\$34,208,092	

** 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	2/1/2025	2/28/2025	2,105,046	Pay dates 2/5 and 2/20 Bd. Share \$381,369
Liability Checks & Wires	2/1/2025	2/28/2025	1,500,638	
Total			\$3,605,684	

FINANCE DISBURSEMENTS

Checks & Wires	2/1/2025	2/28/2025	1,831,004
Total			\$1,831,004

SELF-FUNDED INSURANCE

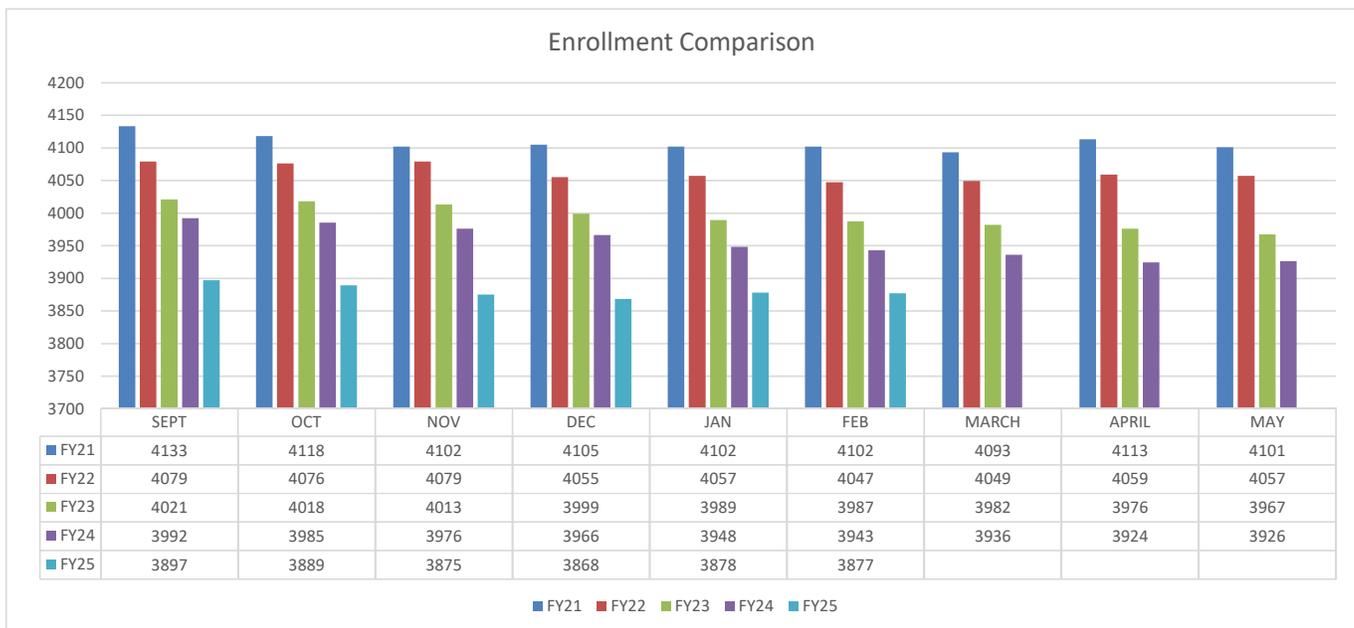
	Revenue YTD	Expenses YTD	YTD Balance
Dental	515,532	452,877	\$62,655
Health	6,604,884	5,612,875	\$992,008

ELECTRONIC FUND TRANSFERS

<u>Date</u>	<u>From</u>	<u>To</u>	<u>Amount</u>	<u>Description</u>
2/4/2025	MSDLAF GeneralMAX	MSDLAF General	1,000,000.00	Exchange
2/4/2025	MSDLAF General	MSDLAF Health Self Funded	31,551.35	Health Insurance
2/5/2025	MSDLAF General	MSDLAF Payroll	1,816,338.39	Payroll
2/5/2025	MSDLAF General	MSDLAF Flex	20,894.08	Payroll
2/6/2025	MSDLAF General	MSDLAF Health Self Funded	781,961.93	Health Insurance
2/7/2025	MSDLAF General	MSDLAF AP	197,457.34	Accounts Payable
2/10/2025	Merchants Bank	MSDLAF General	50,000.00	Local Receipts
2/12/2025	Vermillion Bank	MSDLAF General	3,877.08	Accounts Payable
2/14/2025	MSDLAF General	MSDLAF AP	22,112.32	Accounts Payable
2/14/2025	MSDLAF General	MSDLAF AP	407,101.12	Accounts Payable
2/18/2025	MSDLAF General	MSDLAF AP	206,868.04	Accounts Payable
2/18/2025	MSDLAF General	MSDLAF Health Self Funded	31,584.71	Health Insurance
2/20/2025	MSDLAF General	MSDLAF Payroll	1,767,742.54	Payroll
2/20/2025	MSDLAF General	MSDLAF Flex	21,184.62	Payroll
2/21/2025	MSDLAF General	MSDLAF AP	127,652.97	Accounts Payable
2/24/2025	Merchants Bank	MSDLAF General	100,000.00	Local Receipts
2/24/2025	MSDLAF General	MSDLAF Payroll	13,995.83	Payroll
2/26/2025	MSDLAF General	MSDLAF Payroll	4,925.84	Payroll
2/26/2025	MSDLAF General	MSDLAF Dental Self Funded	61,785.72	Dental Insurance
2/28/2025	MSDLAF General	MSDLAF Scholarship	21,722.00	Local Receipts
2/28/2025	MSDLAF General	MSDLAF AP	848,012.65	Accounts Payable
2/28/2025	MSDLAF General	MSDLAF Health Self Funded	10,251.93	Health Insurance
2/28/2025	MSDLAF General	MSDLAF AP	22,049.38	Accounts Payable
			\$7,569,069.84	

ENROLLMENT

<u>GRADE</u>	<u>COUNT</u>	<u>SCHOOL</u>	<u>COUNT</u>
K	257	HALC	33
1	258	High School	1297
2	281	Middle School	1177
3	283	Kennedy Elementary	464
4	291	Pinecrest Elementary	429
5	281	McAuliffe Elementary	477
6	296		3877
7	308		
8	292		
9	305		
10	332	Elementary	1370
11	358	Middle School	1177
12	335	High School/HALC	1330
	3877	Total District	3877



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 2/28/2025

Crs Code	Activity Account	Balance 7/1/2024	Receipts	Disbursements	Subtotal (Less Interest)	Interest Earned	Balance 2/28/2025
601	Art Club	389.29	0.00	72.30	316.99	7.7482	324.74
608	AVID	3,537.27	0.00	0.00	3,537.27	79.1006	3,616.37
602	Band	12,069.74	15,156.40	21,948.32	5,277.82	265.7594	5,543.58
605	Basketball - Boys	3,375.11	0.00	1,434.98	1,940.13	51.5039	2,030.93
609	Choir Tour	1,713.20	0.00	0.00	1,713.20	38.3106	1,751.51
610	Cross Country Running	290.32	1,173.00	934.00	529.32	13.8166	543.14
613	Fellowship Christian Athletes (FCA)	2,478.49	3,048.00	1,854.44	3,672.05	77.3500	3,749.40
615	Gymnastics	4,376.24	0.00	0.00	4,376.24	97.8617	4,474.10
616	French Honor Society (FHS)	1,453.27	784.00	231.18	2,006.09	37.5728	2,043.66
622	Marching Band	36,853.69	39,075.17	60,372.53	15,556.33	539.8252	16,096.16
675	INTEREST EARNED	0.00	4,359.89	0.00	4,359.89	-	0.00
623	National Honor Society (NHS)	2,356.95	790.00	100.47	3,046.48	64.9630	3,111.44
625	Nordic Skiing	382.57	0.00	180.67	201.90	6.9415	208.84
626	Orchestra	278.74	0.00	0.00	278.74	6.2332	284.97
618	Peer Helpers	18.55	185.00	14.28	189.27	2.4459	191.72
632	Show Choir	36,140.07	78,447.78	48,677.02	65,910.83	1,234.2981	67,145.13
647	Spanish Club	6,498.83	3,419.05	2,544.50	7,373.38	146.7616	7,520.14
650	Student Council	57,778.41	14,904.00	19,805.08	52,877.33	1,181.2781	54,058.61
652	Tennis - Boys	3,733.32	0.00	487.50	3,245.82	74.1829	3,320.00
653	Tennis - Girls	918.97	2,303.35	1,948.70	1,273.62	32.7940	1,306.41
655	Thespians	565.57	0.00	0.00	565.57	12.6473	578.22
656	Track	14,031.40	0.00	1,555.00	12,476.40	287.0223	12,763.42
654	Ultimate Frisbee	25.23	801.19	675.00	151.42	2.8680	154.29
659	Wrestling	629.12	0.00	0.00	629.12	14.0684	643.19
665	Middle School Yearbook	14.01	0.00	0.00	14.01	0.3133	14.32
666	Middle School Student Council	4,821.46	564.68	2,169.93	3,216.21	84.2234	3,300.43
		194,729.82	165,011.51	165,005.90	194,735.43	4,359.8900	194,735.43

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

February 2025 Investment Reconciliation - %-104-%

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	BALANCE END OF MONTH
GENERAL FUND - 01	11,000,000.00	3,000,000.00	3,000,000.00	11,000,000.00
SCHOLARSHIP FUND - 12	10,000.00	0.00	0.00	10,000.00
DENTAL SELF FUNDED - 20	488,000.00	0.00	0.00	488,000.00
HEALTH SELF FUNDED - 21	2,000,000.00	0.00	0.00	2,000,000.00
TOTALS	13,498,000.00	3,000,000.00	3,000,000.00	<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

February 2025 Bank Reconciliation

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	JOURNAL ENTRIES	BALANCE END OF MONTH
GENERAL FUND- 01	22,874,250.18	5,353,452.89	(3,094,195.09)	(2,603,202.70)	22,530,305.28
FOOD SERVICE FUND - 02	460,254.77	326,716.94	(192,294.98)	(146,188.15)	448,488.58
COMMUNITY ED - 04	640,844.32	194,447.84	(21,121.97)	(201,684.40)	612,485.79
BUILDING CONSTRUCTION - 06	935,810.51	3,028.58	0.00	0.00	938,839.09
DEBT REDEMPTION - 07	18,932,070.65	1,287.90	0.00	(16,404,812.23)	2,528,546.32
STUDENT ACTIVITY FUND -10	212,381.05	18,091.08	(36,536.70)	0.00	193,935.43
DEFERRED ACCOUNTS - 11	629,812.03	30,985.28	(39,430.28)	(24,046.88)	597,320.15
SCHOLARSHIP - 12	248,520.33	22,182.42	(14,500.00)	0.00	256,202.75
TRUST - 18	0.00	0.00	0.00	0.00	0.00
DENTAL SELF FUNDED - 20	889,501.37	2,884.84	(51,244.70)	61,785.72	902,927.23
HEALTH SELF FUNDED -21	2,777,712.87	18,552.47	(606,385.52)	842,752.62	3,032,632.44
OPEB PERA/CE TRUST - 45	6,838,268.62	0.00	0.00	22,854.41	6,861,123.03
TOTALS	55,439,426.70	5,971,630.24	(4,055,709.24)	(18,452,541.61)	38,902,806.09

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	83,201.07	0.00	0.00	61.83	83,262.90
MSDLAF AP	1,084,517.17	(982,978.30)	0.00	210.97	101,749.84
MSDLAF Payroll	134,088.65	(33,666.29)	0.00	0.00	100,422.36
MSDLAF Scholarship	259,202.75	(3,000.00)	0.00	0.00	256,202.75
MSDLAF General	26,787,959.34	0.00	26,751.89	0.00	26,814,711.23
MSDLAF Flex	106,398.92	0.00	0.00	0.00	106,398.92
MSDLAF Dental Self Funded	920,231.94	(17,304.71)	0.00	0.00	902,927.23
MSDLAF Health Self Funded	2,256,546.28	0.00	0.00	0.00	2,256,546.28
MSDLAF Bond Proceeds	922,362.54	0.00	0.00	0.00	922,362.54
Vermillion Bank	195,419.57	(1,984.56)	0.00	0.00	193,435.01
MidAmerica - CE Trust	0.00	0.00	0.00	0.00	0.00
OPEB PERA/CE Trust Account	6,862,701.03	0.00	0.00	302,086.00	7,164,787.03
US Bank Escrow	0.00	0.00	0.00	0.00	0.00
TREASURER'S BALANCE	39,612,629.26	(1,038,933.86)	26,751.89	302,358.80	38,902,806.09

HASTINGS PUBLIC SCHOOLS

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void	Date	Amount
MB	P508MB	109874		Wire	1	10229	MERCHANTS BANK FEES		No	Yes	No		02/12/2025	47.36
													Bank Total:	\$47.36
USAP	p507a	109877		Wire	1	11387	AMAZON CAPITAL SERVICES, INC		No	Yes	No		02/13/2025	19,864.74
USAP	P50815	109968		Wire	1	10920	AFFINETY - MERCH BANK FEES (WIRE)		No	Yes	No		02/14/2025	2,183.70
USAP	P50815	109969		Wire	1	11575	ARBITERSPORTS LLC - WIRE		No	Yes	No		02/14/2025	6,000.00
USAP	P50815	109970		Wire	1	2976	SALES TAX (MN DEPT REVENUE)		No	Yes	No		02/14/2025	175.00
USAP	P50815	109971		Wire	1	9935	ELEYO FEES		No	Yes	No		02/14/2025	5,474.19
USAP	P50802	110023		Wire	1	9860	MINNESOTA STATE RETIREMENT SYST		No	Yes	No		02/21/2025	3,000.00
USAP	P50830	110117		Wire	1	3167	MSDLAF BANK FEES		No	Yes	No		02/28/2025	233.16
USAP	p507b	110121		Wire	1	9557	BMO HARRIS BANK NA		No	Yes	No		02/28/2025	9,416.66
USAP	P50402	108547	836018	Check	1	9880	GUSTAFSON, JILL		Yes	Yes	Yes		02/14/2025	(83.75)
USAP	p50801	109820	837019	Check	1	11213	ANDERSON, ERIN		Yes	Yes	No		02/07/2025	77.98
USAP	p50801	109823	837020	Check	1	11558	BATAGLIA, KATHERINE		Yes	Yes	No		02/07/2025	78.12
USAP	p50801	109827	837021	Check	1	11897	BEARD, KAREN		Yes	Yes	No		02/07/2025	94.33
USAP	p50801	109834	837022	Check	1	12081	CHARVAT, PAIGE		Yes	No	No		02/07/2025	24.00
USAP	p50801	109835	837023	Check	1	1235	CITY OF HASTINGS		Yes	Yes	No		02/07/2025	68,734.78
USAP	p50801	109852	837024	Check	1	6687	CLARK, DAVID		Yes	Yes	No		02/07/2025	21.77
USAP	p50801	109830	837025	Check	1	12002	COLUMN SOFTWARE PBC		Yes	Yes	No		02/07/2025	309.14
USAP	p50801	109821	837026	Check	1	11370	CONWAY, JONAH		Yes	Yes	No		02/07/2025	101.07
USAP	p50801	109853	837027	Check	1	6745	CULLIGAN OF STILLWATER		Yes	Yes	No		02/07/2025	447.55
USAP	p50801	109850	837028	Check	1	4842	R2 GOODIN CO		Yes	Yes	No		02/07/2025	6,593.52
USAP	p50801	109836	837029	Check	1	1482	GRAINGER, W.W..		Yes	Yes	No		02/07/2025	218.60
USAP	p50801	109831	837030	Check	1	12022	HAUER, CHRISTINA		Yes	Yes	No		02/07/2025	52.69
USAP	p50801	109845	837031	Check	1	2905	IND. SCHOOL DIST 197		Yes	Yes	No		02/07/2025	1,296.00
USAP	p50801	109837	837032	Check	1	1660	INSTITUTE FOR ENVIRONMENTAL ASS		Yes	Yes	No		02/07/2025	2,805.00
USAP	p50801	109851	837033	Check	1	5828	JIM CARLSON LEASING CO.		Yes	Yes	No		02/07/2025	710.00
USAP	p50801	109824	837034	Check	1	11726	JOHNSON, STEFANIE		Yes	Yes	No		02/07/2025	30.87
USAP	p50801	109828	837035	Check	1	11983	R17 KARYN BECK		Yes	Yes	No		02/07/2025	65.80
USAP	p50801	109839	837036	Check	1	1863	MACKIN EDUCATIONAL RESOURCES		Yes	Yes	No		02/07/2025	2,058.70
USAP	p50801	109838	837037	Check	1	1786	MCTAGUE, JON		Yes	Yes	No		02/07/2025	90.00
USAP	p50801	109840	837038	Check	1	1942	MENARDS		Yes	Yes	No		02/07/2025	196.05
USAP	p50801	109855	837039	Check	1	9188	MIKLA, KATIE		Yes	Yes	No		02/07/2025	27.93
USAP	p50801	109841	837040	Check	1	1977	MINNESOTA COACHES INC		Yes	Yes	No		02/07/2025	93,903.93
USAP	p50801	109849	837041	Check	1	4772	MINNESOTA DNR - OMB		Yes	Yes	No		02/07/2025	562.29
USAP	p50801	109842	837042	Check	1	2054	NARDINI FIRE EQUIPMENT		Yes	Yes	No		02/07/2025	1,763.95
USAP	p50801	109847	837043	Check	1	3070	PINECREST PETTY CASH ACCOUNT		Yes	Yes	No		02/07/2025	472.87
USAP	p50801	109826	837044	Check	1	11776	REARDON, JOSEPH		Yes	Yes	No		02/07/2025	95.69

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	p50801	109844	837045	Check	1	2819	REPUBLIC SERVICES #923		Yes	Yes	No	02/07/2025		12,167.66
USAP	p50801	109854	837046	Check	1	7918	RIESTER REFRIGERATION		Yes	Yes	No	02/07/2025		410.00
USAP	p50801	109848	837047	Check	1	4344	ROWAN, MARY		Yes	No	No	02/07/2025		43.26
USAP	p50801	109846	837048	Check	1	3023	R1 SAFETY-KLEEN SYSTEMS		Yes	Yes	No	02/07/2025		1,394.58
USAP	p50801	109856	837049	Check	1	9479	R1 SAF-GARD SAFETY SHOE CO		Yes	Yes	No	02/07/2025		99.99
USAP	p50801	109825	837050	Check	1	11766	SCHOOL PERCEPTIONS LLC		Yes	Yes	No	02/07/2025		863.75
USAP	p50801	109829	837051	Check	1	11996	STOCKDALE, SCOTT		Yes	Yes	No	02/07/2025		122.99
USAP	p50801	109832	837052	Check	1	12034	TEACHERS ON CALL, INC		Yes	Yes	No	02/07/2025		1,299.04
USAP	p50801	109843	837053	Check	1	2548	R1 T-MOBILE		Yes	Yes	No	02/07/2025		60.00
USAP	p50801	109822	837054	Check	1	11525	TWO RIVERS HIGH SCHOOL		Yes	Yes	No	02/07/2025		150.00
USAP	p50801	109833	837055	Check	1	12056	VEDDERS, MARIAH		Yes	No	No	02/07/2025		13.44
USAP	P50815	109946	837056	Check	1	5510	ACCELERATED TECHNOLOGIES		Yes	Yes	No	02/14/2025		1,925.30
USAP	P50815	109942	837057	Check	1	3753	AFFINETY SOLUTIONS INC		Yes	Yes	No	02/14/2025		2,885.00
USAP	P50815	109880	837058	Check	1	1029	AIM ELECTRONICS, INC.		Yes	Yes	No	02/14/2025		681.10
USAP	P50815	109886	837059	Check	1	1078	AQUA LOGIC INC		Yes	Yes	No	02/14/2025		207,250.00
USAP	P50815	109888	837060	Check	1	10919	R1 ARVIG		Yes	Yes	No	02/14/2025		1,205.95
USAP	P50815	109952	837061	Check	1	7312	R3 BATTERIES PLUS BULBS		Yes	No	No	02/14/2025		1,208.65
USAP	P50815	109896	837062	Check	1	1156	BIX PRODUCE COMPANY LLC		Yes	Yes	No	02/14/2025		7,800.18
USAP	P50815	109959	837063	Check	1	7937	BROTHERS FIRE & SECURITY		Yes	Yes	No	02/14/2025		813.20
USAP	P50815	109905	837064	Check	1	1180	R1 BUREAU OF EDUCATION AND RESEAR		Yes	No	No	02/14/2025		295.00
USAP	P50815	109881	837065	Check	1	10443	BURG, JENNIFER		Yes	Yes	No	02/14/2025		96.04
USAP	P50815	109913	837066	Check	1	1214	CDW GOVERNMENT		Yes	No	No	02/14/2025		2,725.00
USAP	P50815	109958	837067	Check	1	7911	CENTURYLINK		Yes	Yes	No	02/14/2025		80.52
USAP	P50815	109893	837068	Check	1	11236	CHORDS AND BOARDS LLC		Yes	Yes	No	02/14/2025		445.00
USAP	P50815	109914	837069	Check	1	1235	CITY OF HASTINGS		Yes	Yes	No	02/14/2025		9,644.43
USAP	P50815	109909	837070	Check	1	12002	COLUMN SOFTWARE PBC		Yes	Yes	No	02/14/2025		194.59
USAP	P50815	109915	837071	Check	1	1251	COMMERCIAL KITCHEN SERVICES		Yes	Yes	No	02/14/2025		15,329.50
USAP	P50815	109957	837072	Check	1	7898	COMMUNITY PLAYTHINGS		Yes	Yes	No	02/14/2025		11,685.00
USAP	P50815	109879	837073	Check	1	10245	CSTMN LLC		Yes	Yes	No	02/14/2025		31,006.81
USAP	P50815	109916	837074	Check	1	1286	CUB FOODS		Yes	Yes	No	02/14/2025		22.36
USAP	P50815	109917	837075	Check	1	1299	DAKOTA COUNTY PROPERTY TAXATIO		Yes	Yes	No	02/14/2025		2,375.68
USAP	P50815	109961	837076	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS		Yes	Yes	No	02/14/2025		3,022.74
USAP	P50815	109962	837077	Check	1	8840	R2 DEFINITIVE TECHNOLOGY SOLUTIONS		Yes	Yes	No	02/14/2025		214.00
USAP	P50815	109947	837078	Check	1	6183	R1 ECSI		Yes	Yes	No	02/14/2025		3,501.74
USAP	P50815	109948	837079	Check	1	6190	R2 EDUCATORS BENEFIT CONSULTANTS		Yes	Yes	No	02/14/2025		566.86
USAP	P50815	109953	837080	Check	1	7631	EF EDUCATIONAL TOURS		Yes	Yes	No	02/14/2025		2,391.30
USAP	P50815	109950	837081	Check	1	7125	ELECTRONIC DESIGN COMPANY		Yes	Yes	No	02/14/2025		768.50
USAP	P50815	109906	837082	Check	1	11858	FAMILY ACHIEVEMENT CENTER		Yes	Yes	No	02/14/2025		3,294.13

HASTINGS PUBLIC SCHOOLS
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												Date		
USAP	P50815	109902	837083	Check	1	11765	FLOURISH CONSULTING LLC		Yes	Yes	No	02/14/2025		1,375.00
USAP	P50815	109955	837084	Check	1	7843	FUN AND FUNCTION		Yes	Yes	No	02/14/2025		101.93
USAP	P50815	109966	837085	Check	1	9863	R2 GENUINE PARTS COMPANY		Yes	No	No	02/14/2025		25.90
USAP	P50815	109887	837086	Check	1	10818	GERGEN, JASON		Yes	Yes	No	02/14/2025		1,081.00
USAP	P50815	109892	837087	Check	1	11220	GOPHERMODS LLC		Yes	Yes	No	02/14/2025		89.00
USAP	P50815	109918	837088	Check	1	1482	GRAINGER, W.W..		Yes	Yes	No	02/14/2025		1,243.95
USAP	P50815	109967	837089	Check	1	9880	GUSTAFSON, JILL		Yes	Yes	No	02/14/2025		83.75
USAP	P50815	109919	837090	Check	1	1524	HASTINGS AREA YMCA		Yes	No	No	02/14/2025		172.00
USAP	P50815	109941	837091	Check	1	3718	HASTINGS PARKS & RECREATION		Yes	Yes	No	02/14/2025		24,767.40
USAP	P50815	109920	837092	Check	1	1555	R1 HAWKINS, INC.		Yes	Yes	No	02/14/2025		916.30
USAP	P50815	109921	837093	Check	1	1582	HILLYARD INC-MINNEAPOLIS		Yes	Yes	No	02/14/2025		409.16
USAP	P50815	109924	837094	Check	1	1845	HORIZON COMMERCIAL POOL SUPPLY		Yes	Yes	No	02/14/2025		546.94
USAP	P50815	109907	837095	Check	1	11943	IMPERIAL DADE		Yes	Yes	No	02/14/2025		4,308.98
USAP	P50815	109940	837096	Check	1	3584	INFOPRO LEGAL RESOURCES INC		Yes	Yes	No	02/14/2025		2,497.50
USAP	P50815	109954	837097	Check	1	7721	R3 INNOVATIVE OFFICE SOLUTIONS		Yes	Yes	No	02/14/2025		22,130.75
USAP	P50815	109922	837098	Check	1	1679	R1 J.W. PEPPER & SON INC		Yes	Yes	No	02/14/2025		299.98
USAP	P50815	109949	837099	Check	1	6786	KOEHLER & DRAMM		Yes	Yes	No	02/14/2025		142.66
USAP	P50815	109964	837100	Check	1	9459	R1 KONICA MINOLTA/LOFFLER		Yes	Yes	No	02/14/2025		2,054.00
USAP	P50815	109943	837101	Check	1	4296	KULLY SUPPLY INC		Yes	Yes	No	02/14/2025		870.34
USAP	P50815	109894	837102	Check	1	11261	R2 LAFORCE LLC		Yes	Yes	No	02/14/2025		170.00
USAP	P50815	109923	837103	Check	1	1799	R1 LAKESHORE LEARNING MATERIALS		Yes	Yes	No	02/14/2025		1,010.85
USAP	P50815	109965	837104	Check	1	9776	R1 LOFFLER COMPANIES		Yes	Yes	No	02/14/2025		587.00
USAP	P50815	109960	837105	Check	1	8342	M JUDGE ELECTRIC LLC		Yes	Yes	No	02/14/2025		580.00
USAP	P50815	109925	837106	Check	1	1863	MACKIN EDUCATIONAL RESOURCES		Yes	Yes	No	02/14/2025		3,778.41
USAP	P50815	109900	837107	Check	1	11712	MADAUS, KIRSTEN		Yes	Yes	No	02/14/2025		30.00
USAP	P50815	109895	837108	Check	1	11295	MAJESKI PLUMBING INC		Yes	Yes	No	02/14/2025		160.00
USAP	P50815	109926	837109	Check	1	1914	MCEA EXECUTIVE OFFICE		Yes	Yes	No	02/14/2025		99.00
USAP	P50815	109927	837110	Check	1	1942	MENARDS		Yes	Yes	No	02/14/2025		1,011.39
USAP	P50815	109928	837111	Check	1	1944	MERIT ELECTRIC COMPANY INC.		Yes	Yes	No	02/14/2025		300.10
USAP	P50815	109937	837112	Check	1	2984	MIDWEST TECHNOLOGY PRODUCTS		Yes	Yes	No	02/14/2025		5,793.00
USAP	P50815	109929	837113	Check	1	1977	MINNESOTA COACHES INC		Yes	Yes	No	02/14/2025		82,950.75
USAP	P50815	109956	837114	Check	1	7883	R1 NAC MECHANICAL & ELECRICAL SERV		Yes	No	No	02/14/2025		1,565.50
USAP	P50815	109878	837115	Check	1	10019	R1 NCS PEARSON INC		Yes	No	No	02/14/2025		230.02
USAP	P50815	109899	837116	Check	1	11590	NELSON, TARA		Yes	Yes	No	02/14/2025		189.60
USAP	P50815	109930	837117	Check	1	2094	NINE EAGLES PROMOTIONS		Yes	Yes	No	02/14/2025		60.00
USAP	P50815	109910	837118	Check	1	12076	NORTHERN STAR COUNCIL - BASE CA		Yes	Yes	No	02/14/2025		3,179.00
USAP	P50815	109883	837119	Check	1	10721	R4 NORTHFIELD SOLAR LLC		Yes	Yes	No	02/14/2025		11,169.64
USAP	P50815	109904	837120	Check	1	11771	NOVA EDUCATION CONSULTANTS		Yes	Yes	No	02/14/2025		3,622.50

HASTINGS PUBLIC SCHOOLS
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												Date		
USAP	P50815	109911	837121	Check	1	12084	OTTERNESS, CHAD		Yes	Yes	No	02/14/2025		299.99
USAP	P50815	109931	837122	Check	1	2163	R1 PAN-O-GOLD BAKING CO		Yes	Yes	No	02/14/2025		1,139.20
USAP	P50815	109889	837123	Check	1	11186	R2 PERFORMANCE FOOD SERVICE		Yes	Yes	No	02/14/2025		10,944.26
USAP	P50815	109901	837124	Check	1	11740	PRAIRIE FARMS - WOODBOURY, MN		Yes	Yes	No	02/14/2025		10,346.21
USAP	P50815	109945	837125	Check	1	4498	R1 R M COTTON COMPANY		Yes	Yes	No	02/14/2025		359.24
USAP	P50815	109951	837126	Check	1	7142	REGION 4 AA		Yes	Yes	No	02/14/2025		276.00
USAP	P50815	109912	837127	Check	1	12086	RUDER, REBECCA		Yes	Yes	No	02/14/2025		17,813.90
USAP	P50815	109898	837128	Check	1	11587	SAFEWAY DRIVING SCHOOL		Yes	No	No	02/14/2025		1,440.00
USAP	P50815	109938	837129	Check	1	3029	SCHMITT MUSIC		Yes	Yes	No	02/14/2025		301.00
USAP	P50815	109891	837130	Check	1	11196	R1 SHRED IT USA - C/O STERICYCLE INC.		Yes	No	No	02/14/2025		104.45
USAP	P50815	109897	837131	Check	1	11574	SOCIAL CLUB SIMPLE LLC		Yes	Yes	No	02/14/2025		20.00
USAP	P50815	109932	837132	Check	1	2448	ST. PAUL LINOLEUM AND CARPET		Yes	Yes	No	02/14/2025		495.00
USAP	P50815	109933	837133	Check	1	2465	STATE SUPPLY CO INC		Yes	Yes	No	02/14/2025		649.84
USAP	P50815	109944	837134	Check	1	4405	R1 STEP SAVER INC		Yes	Yes	No	02/14/2025		15.55
USAP	P50815	109934	837135	Check	1	2476	STERNAU & ASSOCIATES		Yes	Yes	No	02/14/2025		1,597.50
USAP	P50815	109903	837136	Check	1	11768	R1 TAHER INC		Yes	Yes	No	02/14/2025		14,375.00
USAP	P50815	109963	837137	Check	1	9380	THE WORKS		Yes	No	No	02/14/2025		946.00
USAP	P50815	109935	837138	Check	1	2559	TRIO SUPPLY		Yes	Yes	No	02/14/2025		1,410.35
USAP	P50815	109939	837139	Check	1	3277	UPPER LAKES FOODS, INC		Yes	Yes	No	02/14/2025		43,915.75
USAP	P50815	109890	837140	Check	1	11187	R1 VISTAR		Yes	Yes	No	02/14/2025		1,755.80
USAP	P50815	109884	837141	Check	1	10722	R4 WALCOTT SOLAR LLC		Yes	Yes	No	02/14/2025		6,784.86
USAP	P50815	109885	837142	Check	1	10723	R4 WARSAW SOLAR LLC		Yes	Yes	No	02/14/2025		5,164.16
USAP	P50815	109882	837143	Check	1	10452	WAYNE PETERSON ENTERPRISES		Yes	Yes	No	02/14/2025		2,697.80
USAP	P50815	109936	837144	Check	1	2630	WELCH VILLAGE SKI INC.		Yes	Yes	No	02/14/2025		800.00
USAP	P50815	109908	837145	Check	1	1199	ZUZEK, ALEX		Yes	No	Yes	02/14/2025		0.00
USAP	P50815	109972	837146	Check	1	2697	ZUZEK, MARK		Yes	Yes	No	02/14/2025		24.00
USAP	P50802	110017	837147	Check	1	5432	AMERICAN RED CROSS-TRAINING SEF		Yes	No	No	02/21/2025		25.00
USAP	P50802	109996	837148	Check	1	1087	R1 ASCD		Yes	No	No	02/21/2025		119.00
USAP	P50802	110020	837149	Check	1	8681	CANVAS HEALTH		Yes	Yes	No	02/21/2025		446.75
USAP	P50802	110019	837150	Check	1	7295	CENTURYLINK		Yes	Yes	No	02/21/2025		170.52
USAP	P50802	109994	837151	Check	1	10837	CLASS CREATOR		Yes	No	No	02/21/2025		608.00
USAP	P50802	109998	837152	Check	1	11856	COFFEE MILL INC.		Yes	Yes	No	02/21/2025		183.00
USAP	P50802	110001	837153	Check	1	12002	COLUMN SOFTWARE PBC		Yes	No	No	02/21/2025		435.51
USAP	P50802	110013	837154	Check	1	3055	CONTINENTAL CLAY COMPANY		Yes	No	No	02/21/2025		915.65
USAP	P50802	110003	837155	Check	1	1300	DAKOTA COUNTY TREASURER-AUDITF		Yes	No	No	02/21/2025		290.18
USAP	P50802	110021	837156	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS		Yes	Yes	No	02/21/2025		586.43
USAP	P50802	109995	837157	Check	1	10860	DEPARTMENT OF TRANSPORTATION		Yes	No	No	02/21/2025		743.00
USAP	P50802	110018	837158	Check	1	6183	R1 ECSI		Yes	No	No	02/21/2025		90.00

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USAP	P50802	110000	837159	Check	1	11968	EVOLVE WINDOWS AND DOORS LLC		Yes	No	No	02/21/2025	354.00	
USAP	P50802	110015	837160	Check	1	3800	FOX, MARY ELLEN		Yes	Yes	No	02/21/2025	44.87	
USAP	P50802	109993	837161	Check	1	10818	GERGEN, JASON		Yes	No	No	02/21/2025	313.60	
USAP	P50802	110004	837162	Check	1	1665	INTERMEDIATE SCHOOL DIST 917		Yes	No	No	02/21/2025	73,532.17	
USAP	P50802	110014	837163	Check	1	3071	KENNEDY PETTY CASH ACCOUNT		Yes	Yes	No	02/21/2025	346.36	
USAP	P50802	110005	837164	Check	1	1799	R1 LAKESHORE LEARNING MATERIALS		Yes	Yes	No	02/21/2025	47.49	
USAP	P50802	110022	837165	Check	1	9776	R1 LOFFLER COMPANIES		Yes	Yes	No	02/21/2025	1,567.50	
USAP	P50802	110006	837166	Check	1	1915	MCGINNIS, PETER		Yes	Yes	No	02/21/2025	23.24	
USAP	P50802	110007	837167	Check	1	1946	MESPA		Yes	No	No	02/21/2025	550.00	
USAP	P50802	110008	837168	Check	1	1993	MINNESOTA SCHOOL BOARDS ASS'N.		Yes	Yes	No	02/21/2025	320.00	
USAP	P50802	110016	837169	Check	1	3917	R1 MINNESOTA UI FUND		Yes	Yes	No	02/21/2025	11,856.20	
USAP	P50802	110009	837170	Check	1	2054	NARDINI FIRE EQUIPMENT		Yes	No	No	02/21/2025	2,804.00	
USAP	P50802	110010	837171	Check	1	2163	R1 PAN-O-GOLD BAKING CO		Yes	Yes	No	02/21/2025	183.70	
USAP	P50802	109999	837172	Check	1	11871	RABAEY, JOE		Yes	Yes	No	02/21/2025	525.63	
USAP	P50802	110011	837173	Check	1	2370	R1 SECRETARY OF STATE - NOTARY		Yes	No	No	02/21/2025	120.00	
USAP	P50802	109997	837174	Check	1	10898	R1 SYMMETRY ENERGY SOLUTIONS		Yes	No	No	02/21/2025	26,589.04	
USAP	P50802	110012	837175	Check	1	2522	TERRY'S HARDWARE		Yes	Yes	No	02/21/2025	848.69	
USAP	P50802	110002	837176	Check	1	12056	VEDDERS, MARIAH		Yes	No	No	02/21/2025	13.44	
USAP	P50830	110099	837177	Check	1	5510	ACCELERATED TECHNOLOGIES		Yes	No	No	02/28/2025	439.05	
USAP	P50830	110060	837178	Check	1	12087	ANYTIME FITNESS		Yes	No	No	02/28/2025	180.00	
USAP	P50830	110047	837179	Check	1	11204	ASLIS		Yes	No	No	02/28/2025	151.00	
USAP	P50830	110052	837180	Check	1	1156	BIX PRODUCE COMPANY LLC		Yes	No	No	02/28/2025	6,488.44	
USAP	P50830	110113	837181	Check	1	9321	R1 CAMBRIDGE-ISANTI SCHOOLS		Yes	No	No	02/28/2025	250.00	
USAP	P50830	110093	837182	Check	1	3748	CENTERPOINT ENERGY		Yes	No	No	02/28/2025	36,291.55	
USAP	P50830	110103	837183	Check	1	7295	CENTURYLINK		Yes	No	No	02/28/2025	175.48	
USAP	P50830	110105	837184	Check	1	7332	CENTURYLINK		Yes	No	No	02/28/2025	3,726.38	
USAP	P50830	110116	837185	Check	1	9966	CHROMEBOOKPARTS.COM		Yes	No	No	02/28/2025	149.50	
USAP	P50830	110056	837186	Check	1	12002	COLUMN SOFTWARE PBC		Yes	No	No	02/28/2025	32.21	
USAP	P50830	110062	837187	Check	1	1251	COMMERCIAL KITCHEN SERVICES		Yes	No	No	02/28/2025	2,654.43	
USAP	P50830	110063	837188	Check	1	1286	CUB FOODS		Yes	No	No	02/28/2025	51.50	
USAP	P50830	110051	837189	Check	1	11555	CUSTOM COMMUNICATIONS INC		Yes	No	No	02/28/2025	246.48	
USAP	P50830	110041	837190	Check	1	10278	R1 DECKER		Yes	No	No	02/28/2025	717.53	
USAP	P50830	110112	837191	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS		Yes	No	No	02/28/2025	564.95	
USAP	P50830	110064	837192	Check	1	1319	DEMCO		Yes	No	No	02/28/2025	91.80	
USAP	P50830	110097	837193	Check	1	4892	DRAMATISTS PLAY SERVICE INC		Yes	No	No	02/28/2025	923.06	
USAP	P50830	110100	837194	Check	1	6183	R1 ECSI		Yes	No	No	02/28/2025	360.00	
USAP	P50830	110104	837195	Check	1	7322	R1 FERGUSON ENTERPRISES		Yes	No	No	02/28/2025	492.66	
USAP	P50830	110095	837196	Check	1	3865	FLINN SCIENTIFIC		Yes	No	No	02/28/2025	971.22	

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USAP	P50830	110115	837197	Check	1 9863	R2	GENUINE PARTS COMPANY		Yes	No	No	02/28/2025		40.54
USAP	P50830	110065	837198	Check	1 1482		GRAINGER, W.W..		Yes	No	No	02/28/2025		2,235.36
USAP	P50830	110108	837199	Check	1 7777		GRANDTOURS INC.		Yes	No	No	02/28/2025		550.00
USAP	P50830	110109	837200	Check	1 7862		GREEN COMPANIES LLC		Yes	No	No	02/28/2025		1,155.00
USAP	P50830	110089	837201	Check	1 3030		GROTH MUSIC		Yes	No	No	02/28/2025		20.00
USAP	P50830	110049	837202	Check	1 11239	R1	HLS OUTDOOR		Yes	No	No	02/28/2025		22.83
USAP	P50830	110043	837203	Check	1 10877		HOBART SERVICE		Yes	No	No	02/28/2025		188.98
USAP	P50830	110114	837204	Check	1 9329		HOMETOWN ACE HARDWARE		Yes	No	No	02/28/2025		1,363.72
USAP	P50830	110042	837205	Check	1 10420		HOPE ENGLISH-SPANISH INTERPRETE		Yes	No	No	02/28/2025		1,580.00
USAP	P50830	110068	837206	Check	1 1845		HORIZON COMMERCIAL POOL SUPPLY		Yes	No	No	02/28/2025		40.80
USAP	P50830	110055	837207	Check	1 11943		IMPERIAL DADE		Yes	No	No	02/28/2025		2,892.98
USAP	P50830	110048	837208	Check	1 11207		INFINITE HEALTH COLLABORATIVE		Yes	No	No	02/28/2025		387.50
USAP	P50830	110092	837209	Check	1 3584		INFOPRO LEGAL RESOURCES INC		Yes	No	No	02/28/2025		2,775.00
USAP	P50830	110107	837210	Check	1 7721	R3	INNOVATIVE OFFICE SOLUTIONS		Yes	No	No	02/28/2025		4,123.07
USAP	P50830	110066	837211	Check	1 1665		INTERMEDIATE SCHOOL DIST 917		Yes	No	No	02/28/2025		9,253.25
USAP	P50830	110067	837212	Check	1 1679	R1	J.W. PEPPER & SON INC		Yes	No	No	02/28/2025		61.84
USAP	P50830	110057	837213	Check	1 12009		KAO KALIA YANG		Yes	No	No	02/28/2025		5,000.00
USAP	P50830	110101	837214	Check	1 6681		KENNEDY & GRAVEN, CHARTERD		Yes	No	No	02/28/2025		2,897.00
USAP	P50830	110102	837215	Check	1 6786		KOEHLER & DRAMM		Yes	No	No	02/28/2025		180.46
USAP	P50830	110050	837216	Check	1 11261	R2	LAFORCE LLC		Yes	No	No	02/28/2025		75.00
USAP	P50830	110069	837217	Check	1 1863		MACKIN EDUCATIONAL RESOURCES		Yes	No	No	02/28/2025		341.06
USAP	P50830	110071	837218	Check	1 1942		MENARDS		Yes	No	No	02/28/2025		487.34
USAP	P50830	110072	837219	Check	1 1977		MINNESOTA COACHES INC		Yes	No	No	02/28/2025		61,333.75
USAP	P50830	110073	837220	Check	1 1977		MINNESOTA COACHES INC		Yes	No	No	02/28/2025		463,435.15
USAP	P50830	110074	837221	Check	1 1977		MINNESOTA COACHES INC		Yes	No	No	02/28/2025		93,903.93
USAP	P50830	110075	837222	Check	1 1977		MINNESOTA COACHES INC		Yes	No	No	02/28/2025		3,030.15
USAP	P50830	110076	837223	Check	1 1988		MINNESOTA HISTORICAL SOCIETY		Yes	No	No	02/28/2025		768.00
USAP	P50830	110094	837224	Check	1 3813		MN DEPT OF PUBLIC SAFETY		Yes	No	No	02/28/2025		25.00
USAP	P50830	110087	837225	Check	1 2795		MTI DISTRIBUTING, INC.		Yes	No	No	02/28/2025		248.87
USAP	P50830	110110	837226	Check	1 7883	R1	NAC MECHANICAL & ELECRICAL SERV		Yes	No	No	02/28/2025		15,061.36
USAP	P50830	110090	837227	Check	1 3081	R2	NASSP		Yes	No	No	02/28/2025		385.00
USAP	P50830	110040	837228	Check	1 10019	R1	NCS PEARSON INC		Yes	No	No	02/28/2025		413.40
USAP	P50830	110077	837229	Check	1 2083		NEW WAY HYPNOSIS CLINIC		Yes	No	No	02/28/2025		440.00
USAP	P50830	110070	837230	Check	1 1882		OFFICE OF MN IT SERVICES		Yes	No	No	02/28/2025		133.35
USAP	P50830	110078	837231	Check	1 2146		ORKIN PEST CONTROL INC.		Yes	No	No	02/28/2025		387.25
USAP	P50830	110079	837232	Check	1 2163	R1	PAN-O-GOLD BAKING CO		Yes	No	No	02/28/2025		667.40
USAP	P50830	110045	837233	Check	1 11186	R2	PERFORMANCE FOOD SERVICE		Yes	No	No	02/28/2025		4,931.63
USAP	P50830	110058	837234	Check	1 12013		PETERSON, TERESA R		Yes	No	No	02/28/2025		489.61

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USAP	P50830	110054	837235	Check	1	11740	PRAIRIE FARMS - WOODBOURY, MN		Yes	No	No	02/28/2025	7,977.26
USAP	P50830	110044	837236	Check	1	10878	R.E. WAHLSTROM CONCRETE AND DIV		Yes	No	No	02/28/2025	1,850.00
USAP	P50830	110080	837237	Check	1	2341	SCHINDLER ELEVATOR CORP.		Yes	No	No	02/28/2025	533.38
USAP	P50830	110088	837238	Check	1	3029	SCHMITT MUSIC		Yes	No	No	02/28/2025	359.00
USAP	P50830	110081	837239	Check	1	2387	SHERWIN WILLIAMS CO		Yes	No	No	02/28/2025	104.81
USAP	P50830	110096	837240	Check	1	4529	SOUTHWEST METRO INTERMEDIATE #		Yes	No	No	02/28/2025	9,515.13
USAP	P50830	110098	837241	Check	1	5445	r2 SUMMIT FIRE PROTECTION		Yes	No	No	02/28/2025	304.00
USAP	P50830	110053	837242	Check	1	11563	SVL INC.		Yes	No	No	02/28/2025	456.00
USAP	P50830	110082	837243	Check	1	2514	TARTAN HIGH SCHOOL		Yes	No	No	02/28/2025	200.00
USAP	P50830	110059	837244	Check	1	12034	TEACHERS ON CALL, INC		Yes	No	No	02/28/2025	24,031.34
USAP	P50830	110083	837245	Check	1	2548	R1 T-MOBILE		Yes	No	No	02/28/2025	142.45
USAP	P50830	110084	837246	Check	1	2559	TRIO SUPPLY		Yes	No	No	02/28/2025	1,996.11
USAP	P50830	110111	837247	Check	1	8826	TROST, ERICA		Yes	No	No	02/28/2025	362.91
USAP	P50830	110106	837248	Check	1	7490	UNIVERSITY LANGUAGE CTR INC		Yes	No	No	02/28/2025	220.20
USAP	P50830	110085	837249	Check	1	2579	UNIVERSITY OF MINNESOTA, TWIN CIT		Yes	No	No	02/28/2025	10,585.00
USAP	P50830	110091	837250	Check	1	3277	UPPER LAKES FOODS, INC		Yes	No	No	02/28/2025	50,578.88
USAP	P50830	110046	837251	Check	1	11187	R1 VISTAR		Yes	No	No	02/28/2025	1,000.48
USAP	P50830	110086	837252	Check	1	2654	R1 WILD MOUNTAIN		Yes	No	No	02/28/2025	1,035.00
USAP	P50830	110061	837253	Check	1	12092	WOODBURY 10 THEATRE		Yes	No	No	02/28/2025	340.00

Bank Total: \$1,830,956.52

Report Total: \$1,831,003.88

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USPR	p258p1	109810		Wire	1	10929	EDUCATORS BENEFIT CONSULTANTS		No	Yes	No	02/05/2025	69,304.72	
USPR	p258p1	109811		Wire	1	1984	MINNESOTA DEPT. OF REVENUE		No	Yes	No	02/05/2025	56,062.08	
USPR	p258p1	109812		Wire	1	2016	MN TRA		No	Yes	No	02/05/2025	189,736.09	
USPR	p258p1	109813		Wire	1	2705	EFTPS - TAX PAYMENT		No	Yes	No	02/05/2025	344,830.30	
USPR	p258p1	109814		Wire	1	3880	MII LIFE		No	Yes	No	02/05/2025	0.00	
USPR	p258p1	109815		Wire	1	7771	MINNESOTA PERA (WIRE TRANSFER)		No	Yes	No	02/05/2025	60,636.89	
USPR	p258p2	109985		Wire	1	10929	EDUCATORS BENEFIT CONSULTANTS		No	Yes	No	02/20/2025	70,505.64	
USPR	p258p2	109986		Wire	1	1984	MINNESOTA DEPT. OF REVENUE		No	Yes	No	02/20/2025	56,590.30	
USPR	p258p2	109987		Wire	1	2016	MN TRA		No	Yes	No	02/20/2025	185,623.01	
USPR	p258p2	109988		Wire	1	2705	EFTPS - TAX PAYMENT		No	Yes	No	02/20/2025	338,890.81	
USPR	p258p2	109989		Wire	1	3880	MII LIFE		No	Yes	No	02/20/2025	0.00	
USPR	p258p2	109990		Wire	1	7771	MINNESOTA PERA (WIRE TRANSFER)		No	Yes	No	02/20/2025	63,495.26	
USPR	p258p2	110028		Wire	1	1984	MINNESOTA DEPT. OF REVENUE		No	Yes	No	02/24/2025	667.41	
USPR	p258p2	110029		Wire	1	2016	MN TRA		No	Yes	No	02/24/2025	1,983.94	
USPR	p258p2	110030		Wire	1	2705	EFTPS - TAX PAYMENT		No	Yes	No	02/24/2025	3,558.38	
USPR	p258p3	110032		Wire	1	3166	BREMER BANK FEES		No	Yes	No	02/26/2025	130.30	
USPR	p258p1	109816	105832	Check	1	12077	GURSTEL LAW FIRM PC		Yes	Yes	No	02/05/2025	307.39	
USPR	p258p1	109817	105833	Check	1	1529	HASTINGS EDUCATION ASS'N. MN.		Yes	Yes	No	02/05/2025	18,295.95	
USPR	p258p1	109819	105834	Check	1	8164	MESSERLI & KRAMER		Yes	Yes	No	02/05/2025	234.05	
USPR	p258p1	109818	105835	Check	1	1974	MINNESOTA CHILD SUPPORT PYMT C		Yes	Yes	No	02/05/2025	10.00	
USPR	P258P1	109857	105836	Check	1	12083	BEYING, GARRETT		Yes	Yes	No	02/07/2025	2,002.14	
USPR	p258p2	109982	105837	Check	1	5234	EDUCATION MINNESOTA		Yes	No	No	02/20/2025	16.00	
USPR	p258p2	109973	105838	Check	1	10975	EDUCATION MN HASTINGS ESP'S		Yes	Yes	No	02/20/2025	1,532.96	
USPR	p258p2	109975	105839	Check	1	12077	GURSTEL LAW FIRM PC		Yes	Yes	No	02/20/2025	542.91	
USPR	p258p2	109977	105840	Check	1	1529	HASTINGS EDUCATION ASS'N. MN.		Yes	No	No	02/20/2025	18,295.95	
USPR	p258p2	109984	105841	Check	1	7384	HIGH SCHOOL FACULTY SCHOLARSHII		Yes	Yes	No	02/20/2025	82.00	
USPR	p258p2	109978	105842	Check	1	1974	MINNESOTA CHILD SUPPORT PYMT C		Yes	Yes	No	02/20/2025	10.00	
USPR	p258p2	109979	105843	Check	1	2002	MINNESOTA TEAMSTERS LOCAL 320		Yes	Yes	No	02/20/2025	2,575.00	
USPR	p258p2	109976	105844	Check	1	12079	NATIONAL D.R.I.V.E.		Yes	Yes	No	02/20/2025	4.00	
USPR	p258p2	109980	105845	Check	1	2010	NCPERS GROUP LIFE INS -157410		Yes	No	No	02/20/2025	32.00	
USPR	p258p2	109983	105846	Check	1	6780	SEIU LOCAL 284		Yes	No	No	02/20/2025	1,743.22	
USPR	p258p2	109974	105847	Check	1	11741	ST. CROIX VALLEY FOUNDATION		Yes	Yes	No	02/20/2025	80.00	
USPR	p258p2	109981	105848	Check	1	2576	UNITED WAY		Yes	No	No	02/20/2025	145.00	
USPR	p258p2	110031	105849	Check	1	11896	MAMER, AARON		Yes	No	No	02/24/2025	184.14	
USPR	p258p3	110033	105850	Check	1	11734	THE HARTFORD		Yes	No	No	02/26/2025	12,530.09	

Bank Total: \$1,500,637.93

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ACTV	P07ASA	109875		Wire	1	11387	AMAZON CAPITAL SERVICES, INC		No	Yes	No	02/13/2025	2,236.61
ACTV	P07ASB	110024		Wire	1	9557	BMO HARRIS BANK NA		No	Yes	No	02/21/2025	12,632.72
ACTV	P08AS1	109858	38317	Check	1	7777	GRANDTOURS INC.		Yes	Yes	No	02/07/2025	18,579.60
ACTV	P08AS2	109876	38318	Check	1	11941	AUDREY MCNAMARA		Yes	Yes	No	02/13/2025	24.51
ACTV	P08AS3	110027	38319	Check	1	12089	HASTINGS MIDDLE SCHOOL PTA		Yes	No	No	02/21/2025	431.87
ACTV	P08AS3	110025	38320	Check	1	12055	JONAS, KALLIE		Yes	Yes	No	02/21/2025	1,178.70
ACTV	P08AS3	110026	38321	Check	1	12088	MEYER, ELLA		Yes	No	No	02/21/2025	54.04
ACTV	P08AS4	110120	38322	Check	1	7166	FORTRESS SOFTWARE INC		Yes	No	No	02/28/2025	577.65
ACTV	P08AS4	110118	38323	Check	1	10822	MN ULTIMATE		Yes	No	No	02/28/2025	675.00
ACTV	P08AS4	110119	38324	Check	1	2563	TROPHIES PLUS		Yes	No	No	02/28/2025	146.00

Bank Total: \$36,536.70

Report Total: \$36,536.70

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	
SCH	P5081P	109873	304580	Check	1	12085	UNIVERSITY OF ARKANSAS		Yes	Yes	No	02/11/2025	2,000.00
SCH	P5081P	109872	304581	Check	1	11364	UNIVERSITY OF MINNESOTA, DULUTH		Yes	Yes	No	02/11/2025	2,500.00
SCH	P5081P	109870	304582	Check	1	11318	UNIVERSITY OF WISCONSIN - MADISO		Yes	Yes	No	02/11/2025	2,000.00
SCH	P5081P	109871	304583	Check	1	11324	WINONA STATE UNIVERSITY		Yes	Yes	No	02/11/2025	2,000.00
SCH	P5082P	109992	304584	Check	1	7564	BETHEL UNIVERSITY		Yes	Yes	No	02/20/2025	1,000.00
SCH	P5082P	109991	304585	Check	1	11320	ST OLAF COLLEGE		Yes	Yes	No	02/20/2025	2,000.00
SCH	P5083P	110039	304586	Check	1	3576	UNIVERSITY OF WISCONSIN - RIVER F.		Yes	No	No	02/27/2025	3,000.00

Bank Total: \$14,500.00

Report Total: \$14,500.00

HASTINGS PUBLIC SCHOOLS

Dental Self-Funded Summary

Period Ending February 28, 2025

Sequence: Crs, Org, Fd

										25REV				% YTD		Remaining
Description										Annual Budget	Period 202508	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)	(2,884.84)	(40,673.15)	102%	0.00	102%	673.15
R	20	000	000	000	095	000	422	000	Employer Share/Premiums	(485,023.00)	(41,867.53)	(323,425.37)	67%	0.00	67%	(161,597.63)
R	20	000	000	000	097	000	422	000	Employee Share/Premiums	(99,342.00)	(9,861.19)	(65,904.54)	66%	0.00	66%	(33,437.46)
R	20	000	000	000	098	000	422	000	Retiree-Cobra Share/Premiurr	(122,310.00)	(10,057.00)	(85,528.87)	70%	0.00	70%	(36,781.13)
E	20	005	105	000	236	000	422	000	Dental Insurance Claims	615,081.00	48,207.20	428,535.36	70%	0.00	70%	186,545.64
E	20	005	105	000	301	000	422	000	Fees-Carrier & Consultant	35,964.00	3,037.50	24,341.55	68%	0.00	68%	11,622.45
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)	(13,425.86)	(62,655.02)	66%	0.00	66%	(32,974.98)
Report Totals:										(95,630.00)	(13,425.86)	(62,655.02)	66%	0.00	66%	(32,974.98)

HASTINGS PUBLIC SCHOOLS

Health Self-Funded Summary

Period Ending February 28, 2025

Sequence: Crs, Org, Fd

										25REV				% YTD	Remaining	
										Annual Budget	Period 202508	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)	(582,942.82)	(4,509,681.55)	55%	0.00	55%	(3,657,144.45)
R	21	000	000	000	097	000	422	000	Employee Share/Premiums	(1,220,330.00)	(153,135.74)	(1,156,738.65)	95%	0.00	95%	(63,591.35)
R	21	000	000	000	098	000	422	000	Retiree-Cobra Share/Premiurr	(444,961.00)	(36,462.00)	(300,614.67)	68%	0.00	68%	(144,346.33)
R	21	000	000	000	099	000	422	000	ER/Trust Share for Retirees	(27,899.00)	(7,076.00)	(54,447.00)	195%	0.00	195%	26,548.00
R	21	000	000	000	092	000	422	000	Interest -Health	(165,000.00)	(7,763.31)	(117,731.08)	71%	0.00	71%	(47,268.92)
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	1,291.65	0%	0.00	0%	(1,291.65)
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	380,780.76	3,362,089.39	42%	0.00	42%	4,627,910.61
E	21	005	105	000	224	000	422	000	Pharmacy Claims	1,410,000.00	152,239.32	1,564,471.48	111%	0.00	111%	(154,471.48)
E	21	005	105	000	300	000	422	000	Pharmacy Rebates/Admin Fex	(100,000.00)	(61,533.93)	(252,804.71)	253%	0.00	253%	152,804.71
E	21	005	105	000	301	000	422	000	Veba/Flex/TrustPoint	20,000.00	1,470.50	12,063.04	60%	0.00	60%	7,936.96
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	19,828.32	155,868.80	64%	0.00	64%	87,960.20
E	21	005	105	000	308	000	422	000	StopLoss	506,134.00	38,977.78	277,749.47	55%	0.00	55%	228,384.53
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	(255,367.12)	(995,438.83)	(1093%)	0.00	(1093%)	1,086,553.83
R	21	000	000	000	094	326	422	000	Employer-VEBA Trust Rev	(654,000.00)	(63,136.06)	(462,349.67)	71%	0.00	71%	(191,650.33)
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	63,136.06	462,199.63	71%	0.00	71%	191,800.37
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	3,580.40	0%	0.00	0%	(3,580.40)
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	3,580.40	0%	0.00	0%	(3,580.40)
Report Totals:										91,115.00	(254,919.57)	(992,008.47)	(1089%)	0.00	(1089%)	1,083,123.47



APPROVAL OF 2025-2026 INSURANCE RENEWALS March 26, 2025

HEALTH INSURANCE RENEWAL RECOMMENDATION

Background

The District offers employee health insurance through a self-funded insurance plan. With the start of our 2024-2025 plan year, due to dissatisfaction with our previous carrier, the District made the decision to move to Blue Cross Blue Shield. The result of this move was positive. We have seen a significant decrease in incorrect claims processing issues, and an increase in employee satisfaction with the new plan; as such, we are recommending continuing our health insurance coverage with Blue Cross Blue Shield as the carrier.

Administrative Costs

Administrative costs are the costs paid to the carrier to process and pay insurance claims on the District's behalf. During our last renewal we were provided a rate guarantee that continues through June 30, 2026. As a result, we will not see an increase in the administrative costs.

Stop Loss Coverage

Stop Loss Coverage is the cap at which the District is responsible for claims. Our plan includes stop loss coverage that picks up the cost for all claims that exceed \$225,000, per covered individual. Our stop loss rates will increase by 14.9%, which is what the District received as a rate cap from Blue Cross Blue Shield for the 2025-2026 plan year.

Renewal Rates / District Health Insurance Reserve

The District's 2025-2026 target insurance reserve is just under \$3.9 million, which is approximately 40% of expected claims. The District's current reserve is approximately \$4.9 million. If our claims run at expected, we would anticipate a reserve balance at the end of the 2024-2025 of \$4.7 million. However, historically, at year end we have come in approximately 15% over expected. Given this, administration is recommending a renewal increase of 10% for the 2025-2026 plan year, starting July 1, 2025. This is a conservative approach in an effort to ensure we do not find ourselves needing large increases, such as the 25% we experienced two years ago. Even with a 10% increase in premiums there is a potential for a slight spend down of our reserve, however, we would still expect to remain at or slightly above our goal reserve.

DENTAL INSURANCE RENEWAL RECOMMENDATION

The District offers employee dental insurance through a self-funded insurance plan provided through HealthPartners. The District's reserve continues to be very healthy. We anticipate that our reserve will continue to grow slightly, to just under \$1.4 million, the equivalent of about 23 months of spend. Given this, administration recommends no change in premiums for the upcoming plan year.

NEW INSURANCE OFFERINGS

As a District, we are always looking at our benefit offerings to ensure that our employees have a well-rounded benefits package that meets their needs, and those of their family members. In that light, we have/will be adding the two new benefit plans described below. Both of these new plans are voluntary and fully paid by the employee.

Long Term Care (LTC)/Life Insurance

During an off-cycle enrollment period in February and early March, we offered benefit eligible employees the option to enroll in a LTC/life insurance plan through Trustmark that provides dual coverage of long-term care benefits and life insurance. The cost to employees is based on their age at the time of their enrollment and that rate remains the same throughout the time they are enrolled in the plan. Employees who enrolled during our initial enrollment period were offered guaranteed coverage without having to complete health information. Payment for this benefit is made by the employee by ACH directly to the carrier, with no pass through by the District. The coverage for those who elected it during the initial enrollment period will begin on April 1, 2025. We will be offering this benefit again during our May open enrollment.

Vision Insurance Coverage

During our open enrollment period in May, we will also be offering all benefits eligible employees a new vision plan provided by VSP. This low cost plan will provide employees with an allowance for frames or contacts and additional discounts, after a small copay. This plan is also voluntary and fully paid by the employee.

Summary Information

Attached to this Recommendation is a summary sheet providing rate/increase information for each of the District's insurance plans.

Submitted by: Cathy Moen, Director of Human Resources
Date: March 26, 2025



Insurance Renewal Information 2025-2026

Insurance/Plan Contract	2024-2025 Current Rate/Month	2025-2026 Renewal Rate/Month	Increase/Decrease
<u>Health and Hospitalization Insurance ~ Blue Cross Blue Shield (BCBS) (Self-Funded)</u>			
Comp Basic Single Plan	\$1,028.00	\$1,130.80	\$102.80
Comp Basic Family Plan	\$2,936.00	\$3,229.60	\$293.60
High Deductible / VEBA Single Plan	\$887.00	\$975.70	\$88.70
High Deductible / VEBA Family Plan	\$2,562.00	\$2,818.20	\$256.20
Note: Rate guarantee through June 30, 2026 on the admin fee. Cap of 14.9% on Stop Loss for 2025-2026.			
<u>Dental Insurance ~ HealthPartners Dental (Self-Funded)</u>			
Single Plan	\$119.33	\$119.33	\$0.00
Family Plan	\$137.45	\$137.45	\$0.00
Note: Admin Rate change for July 1, 2025 from \$6.75 to \$6.95.			
<u>Life and AD&D Insurance ~ The Hartford</u>			
Life and AD&D	\$.08/\$1,000/month	\$.08/\$1,000/month	\$0.00
Note: Rate guarantee through June 30, 2026.			
<u>Supplemental Life Insurance ~ The Hartford</u>			
Employee Life and AD&D	Age Rate Table/\$1,000/month	Age Rate Table/\$1,000/month	\$0.00
Spouse Life	Age Rate Table/\$1,000/month	Age Rate Table/\$1,000/month	\$0.00
Dependent Life (Spouse/Child)	\$2.065/month	\$2.065/month	\$0.00
Note: Rate guarantee through June 30, 2026.			
<u>Long Term Disability Insurance ~ The Hartford</u>			
Employee Plan	\$.26/\$100	\$.26/\$100	\$0.00
Note: Rate guarantee through June 30, 2026			
<u>Employee Assistance Program (EAP) ~ The Hartford</u>			
Provided as a Value Add with Hartford LTD/Life Insurance Plans		No Cost	N/A



Insurance Renewal Information 2025-2026

Insurance/Plan Contract	2024-2025 Current Rate/Month	2025-2026 Renewal Rate/Month	Increase/Decrease
<u>Vision Plan ~ VSP</u>		<u>(New for July 2025)</u>	N/A
Employee Only		\$8.59	
Employee + One		\$13.75	
Employee + Children		\$14.04	
Family		\$22.64	
<p>Note: Rate guarantee through June 30, 2026 on the admin fee.</p>			
<u>Long Term Care / Life Insurance ~ Trustmark</u>			
Rates Based on Employee Age at Time of Enrollment		N/A	N/A



RECOMMENDATION TO APPROVE UPDATED NON-CONTRACT RATES OF PAY

March 26, 2025

Administration is recommending approval of the following update to the 2024-2025 Non-Contracted Rates of Pay:

- Addition of a new Summer School Age Care position of Summer Site Instructor with a pay rate of \$18.00 per hour.

Submitted by: Cathy Moen, Director of Human Resources



HASTINGS PUBLIC SCHOOLS
NON-CONTRACTED RATES OF PAY
Updated March 26, 2025

POSITION	HOURLY RATE
Accompanist	\$35.00
Activities/Athletics	
Athletic Trainer/Lifeguard	\$25.00
High School Officials	Per the Metro Officials Fee Structure
Middle School Officials	See MS Official Pay Schedule
Raiders Express Coach	\$20.00
Raiders Express Lead	\$25.00
School Activities/Athletic Event Workers/Ticket Takers (Effective 6.1.23)	\$18.00
Section/Region/State/MSHSL Events	Per Respective Event Guidelines
Site Managers	\$22.00
Table Workers	\$20.00
AVID Tutors (non-student)	\$12.50
Community Ed Instructors	As Negotiated
Counselor (Non-Public)	\$34.74
Crossing Guards (Pd through City of Hastings)* (Note: rate per session)	\$16.25
Drivers Ed Instructors (Classroom and Behind the Wheel)	\$34.00
Early Childhood Program Assistant (Less than 10.5 hours)	\$18.00
Educational Support Professional	
Instructional Assistant (School year only)***	\$19.40
Instructional Assistant (Summer School and Targeted Svcs.)	\$22.00
Student Assistant (Supervision)	\$16.37
Food Service	
Cook Assistant	\$17.50
Interpreters**	\$30.00
Light/Sound Technician (Facilities)	\$26.00
Light/Sound Assistant	\$11.25
Nurses	
Non-Public Nurse (RN)	\$33.68
Summer/Substitute LPN***	\$25.98
Summer/Substitute RN***	\$31.42
School Age Care (SAC)	
SAC Program Assistant (Less than 10.5 hrs/wk)	\$15.30
Summer SAC Assistant***	\$15.30
Summer SAC Program Lead***	\$21.50
Summer Site Instructor	\$18.00
SAC Instructional Assistant	***
Site/Facilities/Open Gym Supervisor	\$15.00
Snow Plow (Temporary)	\$21.50
Student Workers/Assistants	\$11.25
Substitute Teacher (Includes Floating and Short Call Pilot through MDE) (New rate effective 10.7.24)	\$200/day
Summer Grounds/Custodial	\$16.00
Summer Grounds - Large Mower	\$16.50
Temporary Clerical / Tech Support / Other Support Staff***	\$17.84
Test Proctors***	\$20.00
Title I Teacher (Non-Public)	\$32.46

* Rate subject to contract with City

** Rate rounded to nearest quarter hour

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



**MEMORANDUM OF AGREEMENT
PROFESSIONAL DEVELOPMENT RELATED TO
IMPLEMENTATION OF CURRICULUM IN COMPLIANCE
WITH READ ACT - Phase 1
2025-2027**

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

WHEREAS, legislative action requires that the District comply with the READ Act; and

WHEREAS, the READ Act requires that the District provide a state approved foundational literacy professional development for all new phase 1 staff as required by the Minnesota Department of Education; and

WHEREAS, the District, in collaboration with the teaching staff, selected the CORE option in February 2024; and

WHEREAS, CORE allows for self-paced online learning, which requires approximately 54 hours to complete; and

WHEREAS, the District and the Union mutually agree that providing a flexible schedule, including summer hours, is in the best interest of all parties to ensure all staff complete the required training.

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

1. All phase 1 teachers responsible for providing literacy training who did not complete the Minnesota Department of Education requirements in the 2024-2025 school year, as designated by the District, will be required to complete the following professional development related to the implementation of the CORE curriculum:
 - a. Three one-hour in-person training sessions; and
 - b. Nine training modules which are expected to require 51 hours in total; and
2. Teachers required to complete such professional development will be notified by June 1, 2025 or at the time of hire; and
3. Identified teachers will be provided up to 51 hours to complete all required training. The required in-person (3) 1-hour sessions will be scheduled during the calendar year by the teaching and learning department; and
4. Compensation for such training shall be in alignment with rates established in Appendix B; and
5. Compensation shall be made via completion and submission of a payroll voucher(s) by the teachers completing the training, which must be completed and submitted by June 15, 2026 for the 2025-2026 SY, June 15, 2027 for the 2026-2027 SY; and

6. An option for three graduate level continuing education units shall be available through the Dominican University of California Continuing Education Department, based on the following:
- a. The teacher shall be responsible for the cost associated with obtaining the credits, i.e. \$327 or current rate
 - i. Participants may register and pay for the CEU's once the course has started; and
 - b. Teachers opting for college credit shall not be eligible for compensation for completion of the training modules completed outside of the regular school calendar (this does not include professional development scheduled on regular work days); and
7. The terms of this Memorandum of Agreement shall not establish a precedent, nor shall it be used to seek or justify similar terms in any subsequent situation.

HASTINGS PUBLIC SCHOOLS - ISD 200

EDUCATION MINNESOTA HASTINGS -
TEACHERS

DATE: _____

DATE: _____

BY: _____
FOR THE DISTRICT

BY: _____
ITS PRESIDENT



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).** 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.
 - a) 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.
 - b) 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.
 - c) Ratios of chaperones to students must be determined in advance and take into consideration any special accommodations or requirements for students with special needs. ~~special needs students~~. The ratios must be communicated to parents/guardians and students.
 - d) The primary chaperones are to be the district staff. Parents/guardians of students participating in the trip shall be offered the opportunity to voluntarily chaperone before others (spouses of staff, other relatives, community members, 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: 03.07.2025 ~~07.11.2022~~

Policy Adopted: 03.26.2025 ~~07.22.2020~~

Policy Revised: 12.09.2024



621 LITERACY AND THE READ ACT

I. PURPOSE

This policy aligns with Minnesota law established in the Read Act and on other topics related to reading.

II. GENERAL STATEMENT OF POLICY

The school district recognizes the centrality of reading in a student's educational experience.

III. DEFINITIONS

- A. "Evidence-based" means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in subdivision 16.
- B. "Fluency" means the ability of students to read text accurately, automatically, and with proper expression.
- C. "Foundational reading skills" includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.
- D. "Literacy specialist" means a person licensed by the Professional Educator Licensing and Standards Board as a teacher of reading, a special education teacher, or a kindergarten through grade 6 teacher, who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy. A literacy specialist employed by the department under Minnesota Statutes, section 120B.123, subdivision 7, or by a district as a literacy lead, is not required to complete the approved training before August 30, 2025.
- E. "Literacy lead" means a literacy specialist with expertise in working with educators as adult learners. A district literacy lead must support the district's implementation of the Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of

personal learning plans; and train paraprofessionals and other support staff to support classroom literacy instruction. A literacy lead may be employed by one district, jointly by two or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.

- F. "Multitiered system of support" or "MTSS" means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through an MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.
- G. "Oral language," also called "spoken language," includes speaking and listening, and consists of five components: phonology, morphology, syntax, semantics, and pragmatics.
- H. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.
- I. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.
- J. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.
- K. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.
- L. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension.

- M. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.
- N. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

- A. The school district must administer an approved evidence-based reading screener to students in kindergarten through grade 3 within the first six weeks of the school year, and again within the last six weeks of the school year. The screener must be one of the screening tools approved by the Minnesota Department of Education (MDE).
- B. The school district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.
- C. Schools, at least biannually after administering each screener, must give the parent of each student who is not reading at or above grade level timely information about:
 - 1. the student's reading proficiency as measured by a screener approved by MDE;
 - 2. reading-related services currently being provided to the student and the student's progress; and
 - 3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.
- D. The school district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

- A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and oral language.
- B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.

- C. Students in grades 4 and above, including multilingual learners and students receiving special education services, who do not demonstrate mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language, must be screened using a screening tool approved by MDE for characteristics of dyslexia and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.
- D. Reading screeners in English, and in the predominant languages of school district students where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner by June 15 in the form and manner determined by the ~~MDE~~ Commissioner.
- E. The school district must include in its literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under paragraph (a), the report must include:
 1. a summary of the school district's efforts to screen for dyslexia;
 2. the number of students universally screened for that reporting year;
 3. the number of students demonstrating characteristics of dyslexia for that year; and
 4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

- A. For each student identified under the screening identification process, the school district shall provide reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.
- B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.119~~18~~, for a student not reading at grade level.
- C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. ~~Starting July 1,~~

~~2023,~~ If the school district purchases a new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.119~~18~~.

- D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide reading intervention until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.
- E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.
- F. The school district must determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school must develop the learning plan in consultation with the student's parent or guardian. The personal learning plan must include targeted instruction that is evidence-based and ongoing progress monitoring, and address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the regular school day, group interventions, periodic assessments or screeners, and reasonable timelines. The personal learning plan may include grade retention, if it is in the student's best interest; a student may not be retained solely due to delays in literacy or not demonstrating grade-level proficiency. A school must maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an individualized education program.

VII. LOCAL LITERACY PLAN

- A. The school district must adopt a local literacy plan to have every child reading at or above grade level every year beginning in kindergarten and to support multilingual learners and students receiving special education services in achieving their individualized reading goals. The school district must update and submit the plan to the Commissioner ~~of MDE~~ by June 15 each year. The plan must be consistent with the Read Act, and include the following:
 - 1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;

2. a process to notify and involve parents;
 3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;
 4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;
 5. identification of staff development needs, including a plan to meet those needs;
 6. the curricula used by school site and grade level;
 7. a statement of whether the school district has adopted an MTSS framework;
 8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:
 - a) students in kindergarten through grade 3;
 - b) students who demonstrate characteristics of dyslexia; and
 - c) students in grades 4 to 12 who are identified as not reading at grade level; and
 9. the number of teachers and other staff that have completed training approved by the department.
- B. The school district must post its literacy plan on the official school district website and submit it to the Commissioner of MDE using the template developed by the Commissioner beginning ~~June 15, 2024~~.

VIII. STAFF TRAINING

- A. ~~Beginning July 1, 2024, a~~ The school district must provide access to the training required under Minnesota Statutes, section 120B.123, subdivision 5, to:
1. intervention teachers working with students in kindergarten through grade 12;
 2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;
 3. special education teachers;
 4. curriculum directors;
 5. instructional support staff who provide reading instruction; and

6. employees who select literacy instructional materials for a district.
- B. The school district must provide training from a menu of approved evidence-based training programs to all reading intervention teachers, literacy specialists, and other teachers and staff identified in Minnesota Statutes, section 120B.12, subdivision 1, paragraph (b), by July 1, 2025; and by July 1, 2027, to other teachers in the school district, prioritizing teachers who work with students with disabilities, English learners, and students who qualify for the graduation incentives program under Minnesota Statutes, section 124D.68. The Commissioner ~~of MDE~~ may grant a school district an extension to these deadlines.
- C. By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.

IX. STAFF DEVELOPMENT

- A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with subdivision 1, paragraph (b). The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.
- B. The school district shall use the data under Article V. above to identify the staff development needs so that:
 1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.119~~+8~~ and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;
 2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;
 3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;
 4. licensed teachers recognize students' diverse needs in cross-cultural settings and are

able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in order to cultivate students' English language development, including oral academic language development, and build academic literacy; and

5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.
- C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY INCENTIVE AID USES

The school district must use its literacy incentive aid to support implementation of evidence-based reading instruction. The following are eligible uses of literacy incentive aid:

- A. training for kindergarten through grade 3 teachers, early childhood educators, special education teachers, reading intervention teachers working with students in kindergarten through grade 12, curriculum directors, and instructional support staff that provide reading instruction, on using evidence-based screening and progress monitoring tools;
- B. evidence-based training using a training program approved by MDE;
- C. employing or contracting with a literacy lead, as defined in Minnesota Statutes, section 120B.119~~18~~;
- D. materials, training, and ongoing coaching to ensure reading interventions under Minnesota Statutes, section 125A.56, subdivision 1, are evidence-based; and costs of substitute teachers to allow teachers to complete required training during the teachers' contract day.

Legal References: *Minn. Stat. § 120B.119~~18~~ (Read Act Definitions)*
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.123 (Read Act Implementation)
Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
Minn. Stat. § 124D.68 (Graduation Incentives Program)
Minn. Stat. § 124D.98 (Literacy Incentive Aid)
Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)

Cross References: *None*

Policy Reviewed:

Policy Adopted: 09.27.2023

Policy Revised: 03.07.2025

HR PERSONNEL REPORT

Board Meeting Date:

3.26.25

RETIREMENT/RESIGNATION/TERMINATION

NAME	STATUS	ASSIGNMENT	EMPLOYEE GROUP	EFFECTIVE DATE
Appert, Nicole	Termination	Paraprofessional; 6.25 Hours / Day Hastings High School	ED MN - ESP	March 12, 2025
Byers, Kaitlyn	Resignation	Special Education Teacher; 1.0 FTE Pinecrest Elementary	ED MN - Teachers	June 6, 2025
Geeder, Gillian	Resignation	SAC Assistant; 4.5 Hours / Day McAuliffe Elementary	Comm Ed Para	February 28, 2025
Greeder, Celeste	Resignation	SAC Lead; 6.5 Hours / Day McAuliffe Elementary	Comm Ed Para	March 12, 2025
Hanson, Margaret	Resignation	Paraprofessional Substitute; Hours Vary District Wide	N/A	February 21, 2025
Hartung, Rebecca	Retirement	Physical Education Teacher; 1.0 FTE Hastings Middle School	ED MN - Teachers	June 6, 2025
Yanz, Steve	Retirement	Grounds Supervisor; 8 Hours / Day District Wide	Unaffiliated	July 3, 2025

HIRES/ REHIRS

NAME	ASSIGNMENT	SALARY PLACEMENT/HOURLY RATE	EMPLOYEE GROUP	EFFECTIVE DATE
Bell, Quest	Girls Flag Football Coach; 30 Hours Total Community Education - Tilden	\$34.00 / Hour	N/A	March 31, 2025
Fenton Alexya	Kids Campus Asst Sub; Hours Vary District Wide	\$15.30 / Hour	N/A	March 25, 2025
Hendricks, Peter	Girls Flag Football Coach; 30 Hours Total Community Education - Tilden	\$34.00 / Hour	N/A	March 31, 2025
Olerich, Katie	Girls Flag Football Coach; 30 Hours Total Community Education - Tilden	\$34.00 / Hour	N/A	March 31, 2025
Pettit, Jessica	Food Service Substitute; Hour Vary District Wide	\$17.50 / Hour	N/A	February 25, 2025
Seaman, Kari	Lunch / Recess Aide Substitute; Hours Vary District Wide	\$16.37 / Hour	N/A	February 26, 2025
St John, Samantha	SAC Assistant; 4.5 Hours / Day McAuliffe Elementary	\$18.25 / Hour	Comm Ed Para	March 18, 2025
Walla, Brenda	Paraprofessional; 6.25 Hours / Day McAuliffe Elementary	\$20.96 / Hour	Ed MN - ESP	March 4, 2025
Wollschlager, Kaz	Paraprofessional; 6.25 Hours / Day Hastings Middle School	\$20.96 / Hour	Ed MN - ESP	March 4, 2025

ASSIGNMENT CHANGES

NAME	FROM	TO	EMPLOYEE GROUP	EFFECTIVE DATE(S)
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Anderson, Collin	Business Ed; 1.0 FTE Hastings High School	Business Ed; .8 FTE Hastings High School Permanent reduction of .2 FTE	ED MN - Teachers	August 25, 2025
Hoffman, Ashley	Spanish Teacher; 1.0 FTE Hastings High School	Spanish Teacher; .8 FTE Hastings High School Temp reduction of .2 FTE for 25-26 only	ED MN - Teachers	August 25, 2025 - June 5, 2026
Nielsen, Rochelle	Spanish Teacher; 1.0 FTE Hastings High School	Spanish Teacher; .8 FTE Hastings High School Permanent reduction of .2 FTE	ED MN - Teachers	August 25, 2025

PROBATIONARY/OTHER RELEASES

NAME	BUILDING	POSITIONS	FTE	EFFECTIVE DATE
Garrison, Karissa	Kennedy Elementary	Special Education Teacher	1.0	June 6, 2025
Hinrichs, Josh	Hastings Middle School	Science teacher	0.6	June 6, 2025
Hovland, Racheal	Tilden	Speech Pathologist	0.6	June 6, 2025
Jackson, Melissa	Pinecrest Elementary	Grade 4 Teacher	1.0	June 6, 2025
Joyner, Kayla	Kennedy Elementary	Grade 2 Techer	1.0	June 6, 2025
Kelley, Patrick	Hastings Middle School	Social Studies Teacher	0.4	June 6, 2025
Kluchar, Stephanie	McAuliffe Elementary	Kindergarten Teacher	1.0	June 6, 2025
Koswenda, Kristina	Hastings Middle School	Reading Teacher	1.0	June 6, 2025
Lawrenz, Callie	Hastings Middle School/ Hastings High School	English Teacher	1.0	June 6, 2025
Massmann, Julia	Hastings High School	Spanish Teacher	1.0	June 6, 2025
McDonald, Erika	McAuliffe Elementary	Physical Education Teacher	1.0	June 6, 2025
Pottinger, Cole	Hastings High School	Social Studies Teacher	1.0	June 6, 2025
Turner, Sophia	McAuliffe Elementary	EL Teacher	1.0	June 6, 2025
Withrow, Jessica	Kennedy Elementary	Grade 3 Teacher	1.0	June 6, 2025

* Please note additions/revised are in bold font



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



Solar for Schools Program - ISD 200 Hastings Public Schools

Solar Project Highlights

- **Upfront Project Costs:** There are no upfront cost to ISD 200
- **Grant Amount:** A total up to \$675,000 was awarded to ISD 200
- **Scheduled Project Completion:** 2025
- **Product Warranties:** 30-year panel warranty, 25-year racking warranty, 12-year inverter warranty
- **Operations and Maintenance:** Performed by iDEAL Energies for 20-years
- **Projected System Life:** 40-years

High School - Project Details

Program:	Solar for Schools*
Grant Amount:	\$265,520
Array Size:	239.94 kWDC
Type of Array:	Roof-Mounted

Annual Estimation of Total Cumulative Utility Expense Savings

Year 1:	\$24,000
Year 20:	\$650,000
Year 40:	\$2,200,000

Kennedy Elementary - Project Details

Program:	Solar for Schools*
Grant Amount:	\$403,810
Array Size:	320.85 kWDC
Type of Array:	Ground-Mounted

Annual Estimation of Total Cumulative Utility Expense Savings

Year 1:	\$36,000
Year 20:	\$960,000
Year 40:	\$3,300,000

* Program Definition: Solar for Schools

Minnesota's Department of Commerce's Solar for Schools program support's the deployment of solar energy on school campuses, providing long-term educational and financial benefits. Funds awarded, and escrowed for these two projects.

Solar for Schools Education

For our clients, iDEAL provides preliminary and final grant administrative support to minimize the school administrative burdens. The Solar for Schools Program requires that the School educate it's students about their solar array and renewable energy, and that they place a live online monitoring platform demonstrating their solar array's performance in a public place.

For iDEAL's Solar for Schools Clients, iDEAL provides educational materials designed to meet the programs requirements. Our education program leverages the solar array's monitoring platform in the program materials. iDEAL's Solar Education Curriculum materials include modules for Primary and Secondary School.

ISD # 200 RESOLUTION

Resolution to Enter into Guaranteed Energy Savings Contract for Solar

WHEREAS, the ISD # 200 School Board makes provision for its Superintendent to sign the Guaranteed Energy Savings Contracts for the installation of two solar arrays, AND

NOW THEREFORE BE IT RESOLVED, that the School Board authorizes its Superintendent to sign the Guaranteed Energy Savings Contracts with iDEAL Energies, LLC and iDEAL Energies Solar Leasing, LLC.

Adopted by the School Board at their regular board meeting held on March 26th, 2025.

Carrie Tate

Board Chairperson

Melissa Millner

Board Clerk



Solar Array Purchase, Facility Lease & Power Purchase Agreements

239.940 kW DC JinkoJKM465M-TV Solar Panels with
180.00 kW AC SolarEdge SE100k480V(1) & SE80k480V(1) Inverter(s), SolarEdge P960 Power Optimizers
& Unirac, PanelClaw (or equivalent) Ballasted Racking

Solar For Schools Grant Program

Customer & Site Information

Effective Date: March 26, 2025
Customer: **Independent School District No. 200 - Hastings Public Schools**
Customer Corporate Form: Minnesota Public School
Customer Mailing Address: 1000 11th St W, Hastings, MN 55033-2597
Customer Signer Name: Dr. Tammy Champa
Customer Signer Title: Superintendent
Customer Authorized Representative: Jennifer Seubert
Customer Authorized Representative Tel: 651-480-7000
Site Address: **200 General Sieben Drive, Hastings, MN 55033**
Premise Number: **302764701**
Site Owner: Independent School District No. 200
Site Owner Mailing Address: 1000 11th St W, Hastings, MN 55033-2597
Utility: Xcel Energy, d/b/a Northern States Power, and its successors and assigns

Project Information

Nameplate Capacity: **239.940 kW DC** (+/- 0.50 kW DC) oriented at approximately 180°
Installation Cost: **\$531,040.00**
Substantial Completion Date: December 31, 2025
Incentive Name: Solar For Schools Grant Program
Incentive Payer: State of Minnesota
REC Owner: Utility
Solar Panel Description: JinkoJKM465M-TV (72 cell Tier 1, CEC listed, or DNV-GL Rated Top Performer)
Solar Panel Size in Watts DC: 465 (Watts DC)
Inverter Description: SolarEdge SE100k480V(1) & SE80k480V(1) Inverter(s)
Total Inversion in kW AC: **180.00 (kW AC)**
Power Optimizer Description: SolarEdge P960 Power Optimizers
Solar Racking Description: Unirac, PanelClaw (or equivalent) Ballasted Racking

Facility Lease & Power Purchase Agreement Information

Site Name / Use: Hastings High School / High School
Tenant: iDEAL Energies Solar Leasing, LLC
Tenant Signer Name: Rich Ragatz
Tenant Signer Title: Vice President
Leased Space Rent Payment: \$90.00 per year
Leased Energy System Rent Payment: \$10.00 per year

Purchase Agreement

239.940 kW DC JinkoJKM465M-TV Solar Panels with 180.00 kW AC SolarEdge SE100k480V(1) & SE80k480V(1) Inverter(s), SolarEdge P960 Power Optimizers & Unirac, PanelClaw (or equivalent) Ballasted Racking

Solar For Schools Grant Program

This **PURCHASE AGREEMENT** (“**Agreement**”), dated **March 26, 2025** (“**Effective Date**”) is between **IDEAL ENERGIES, LLC**, a Minnesota limited liability company, whose principal place of business is located at **8318 Pillsbury Avenue South Bloomington, MN 55420** (“**Seller**”), and **Independent School District No. 200 - Hastings Public Schools**, a **Minnesota Public School**, whose principal place of business is located at **1000 11th St W, Hastings, MN 55033-2597** (“**Customer**”). Seller and Customer are sometimes also referred to in this Agreement jointly as “**Parties**”, or individually as a “**Party**”.

RECITALS

- A. Seller sells and installs grid-tied photovoltaic solar electric systems (“**Energy System**”) and Customer desires to purchase and install an Energy System on the Site location described above (“**Site**”) in accordance with the terms and conditions set forth in this Agreement.
- B. On Customer’s behalf, Seller has submitted a School Readiness Application to the MN Department of Commerce for obtaining the Incentive (defined below) for the Project (as defined below), the School Readiness Application Incentive has been approved, and after Seller submits the Full Grant Application for the Project, Seller will install the Energy System in accordance with the terms and conditions set forth in this Agreement.
- C. Customer will, with the reasonable assistance of Seller, apply to the Utility for approval to interconnect its Energy System to the Utility’s grid, apply for the Tarriff (as defined below), and execute Utility Agreements (as defined below) with the Utility.
- D. Customer will, in connection with this Agreement, enter into a Facility Lease Agreement with **iDEAL Energies Solar Leasing, LLC** (“**Tenant**”) pursuant to which Tenant will lease, operate and maintain the Energy System (“**Facility Lease Agreement**”).
- E. Customer will, in connection with this Agreement, enter into a Power Purchase Agreement (“**Power Purchase Agreement**”, together with this Agreement, and the Facility Lease Agreement, the “**Transaction Documents**”) with Tenant pursuant to which Tenant will provide power generated by the Energy System to Customer.
- F. **Contingency.** The Parties performance under this Agreement is contingent on the Project securing the Incentive (defined below) for the Energy System, and a Structural Report being issued validating the Site has the structural capacity required for the solar array.

AGREEMENT

Customer	Independent School District No. 200 - Hastings Public Schools
Utility	Xcel Energy
Site	Hastings High School 200 General Sieben Drive, Hastings, MN 55033
Xcel Premise #	302764701

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Project.** Seller will perform electrical engineering on the Energy System, perform structural engineering on the Site to verify it is adequate to support the Energy System, provide and install an Energy System with a Nameplate Capacity of **239.940 kW DC** (+/- 0.50 kWDC) on the Site, and perform Energy System commissioning. The “**Project**” will consist of the Energy System components identified on **Schedule A** (“**System Components**”) and the Project’s design documents (“**Design Documents**”).
2. **Title and Risk of Loss.** Title and risk of loss for the Energy System and Design Documents will pass to Customer upon Substantial Completion (as defined below). Notwithstanding the foregoing, as of the Effective Date, and as further set forth in this Agreement, Customer agrees to maintain insurance in its own name, and with Seller as an additional insured, to fully insure the Site during the term of this Agreement.
3. **Purchase and Sale; Installation Cost; Payment Terms.** Seller agrees to sell and Customer agrees to purchase the Project and the services provided for hereunder for the total installation cost of **\$531,040.00** (“**Installation Cost**”). The Installation Cost for the Project will be paid pursuant to the Facility Lease Agreement. The actual Installation Cost paid to Seller and/or the Tenant’s Tax Basis for the Energy System may vary from the amounts stated or contemplated by this Agreement.
4. **Customer’s Representations and Responsibilities.**
 - a. Customer represents that the Site is owned by Customer as described in **Schedule B**.
 - b. Customer represents that it is not a party to any litigation that would materially or adversely affect its ability to enter into or perform under the Transaction Documents.
 - c. The Authorized Signer(s) listed in **Schedule B** (“**Authorized Signer**”) are legally authorized to act on behalf of Customer and, subject to required school board approvals, have the authority to approve or execute Amendments (as defined below), and otherwise modify this Agreement. The Customer’s Representative listed in **Schedule B** (“**Customer’s Representative**”) will serve as the Seller’s Site contact, and the 24-hour contact for communicating with the Utility for any planned or emergency issues related to the Energy System.
 - d. Where any of the Customer’s utility meters are located indoors, Customer will provide Utility with 24-hour unescorted keyless access to all the utility meters.
 - e. Customer will, at least three weeks before the Substantial Completion Date, provide and maintain

either a live wireless internet connection or a live RJ45 Internet outlet near the electrical room or other agreed upon location for connecting the Energy System's web-based monitoring equipment (a.k.a. Data Biscuit). If Customer does not provide the foregoing, Seller will provide and install a cellular device for exclusive use by the Energy System, as set forth on **Schedule A**. Customer will be responsible for any cellular service provider data charges.

5. **Seller's Representations and Responsibilities.**

- a. As a part of the Project, Seller will provide all System Components, Design Documents, labor, equipment, supplies and services necessary to install the Energy System at the Site in accordance with the "Scope of Work" described in **Schedule C ("Work")**.
- b. Seller has conducted a review and inspection of the Site and has made an initial determination that the Site is viable for purposes of the Project and that no additions or improvements to the Site by the Customer are required. To the extent any such additions or improvements are required, any related costs, if incurred, would be borne by Seller.
- c. Seller's electrical engineers have performed site visits, prepared electrical engineering drawings, applied to the Utility for permission to interconnect the solar array to the Utility's grid, and has received such approval for the Project.
- d. Seller's structural engineers have performed site visits, prepared structural engineering drawings, and will issue a final structural report confirming the project is structurally viable.
- e. Seller shall comply with all applicable laws, rules, regulations, governmental approvals and permits, including all applicable agreements with, and tariffs of, the Utility (collectively, "**Applicable Requirements**").

6. **Project Schedule; Substantial Completion; Final Completion.**

- a. Customer and Seller will work together to develop a proposed work plan and schedule for the Project ("**Project Schedule**") to be substantially complete by **December 31, 2025** ("**Substantial Completion Date**"). If events arise which make achievement of Substantial Completion by the Substantial Completion Date impracticable, such as force majeure (as described in Section 16.g. below), availability of System Components or equipment, and other reasonable delays, Seller will promptly notify Customer of the same, and the Parties will adjust the Project Schedule accordingly. No penalties are due for changes or delays in execution of the Project Schedule.
- b. The Project will be substantially complete when the Utility performs a witness test and the Energy System is turned on and is capable and authorized under Applicable Requirements to generate and deliver electric energy to Customer and the Utility's electrical grid at the interconnection point ("**Substantial Completion**"). The date on which Substantial Completion is achieved is the Substantial Completion Date ("**Substantial Completion Date**").
- c. Upon Seller's completion of unfinished work remaining at the time of Substantial Completion ("**Punchlist**

Work") the Project will be fully complete ("**Final Completion**").

7. **Changes.**

- a. It is the desire of the Parties to keep changes to the terms of this Agreement to a minimum, including changes to the Project Schedule. Either Party may request a change by advising the other Party in writing of the proposed change. If (a) Customer elects to purchase any additional services from Seller, as further described on **Schedule A ("Optional Services")**, or (b) any change in the Project or the Work, is required to address unforeseen Site conditions, the circumstances of Section 7.b, or other events or circumstances, the Parties will execute a written Amendment to document the change ("**Amendment**").
- b. Seller may substitute System Components in accordance with the requirements of this Section, as required to accommodate structural limitations of the Site, the availability of System Components (including changes in panel wattage available from manufacturers), Utility's requirements, or other reasons consistent with the intended purpose of this Agreement. Without requiring an Amendment, Seller may, at its sole discretion, substitute the following System Components:
 - i. For solar panels listed on Schedule A, Seller may substitute a solar panel with any standard or bi-facial polycrystalline, monocrystalline 72 cell high efficiency solar panel that (i) is Tier 1 rated, CEC listed, or a DNV-GL "Top Performer" (ii) has at least a 10-year manufacturer's workmanship warranty and a 25-year production warranty achieving at least 80% of its rated capacity ("**Substitute Panels**"), and (iii) is +/- 20 Watts DC and that results in a total variance in the Nameplate Capacity of +/- 0.50 kW DC.
 - ii. For Inverters listed on Schedule A, Seller may substitute an inverter(s) with any standard alternative inverter that is (i) of substantially equal electrical rating and (ii) has a warranty of equal or greater term as the inverter(s) listed on Schedule A.
 - iii. For Power Optimizers listed on Schedule A, if any, Seller may substitute any Power Optimizer with a model that is appropriately rated for the solar panels and inverters installed at the Site.
 - iv. For Racking listed on Schedule A, Seller may substitute Racking with any standard alternative Racking that is (i) substantially equal, and (ii) has a warranty of equal or greater term as the Racking listed on Schedule A.

8. **Incentive, Tariff, Utility Bill Credits, Net Metering & Tax Credits.** The Parties anticipate the Project will be eligible for the following:

- a. The Project has been awarded an **Solar For Schools Grant Program** incentive anticipated at **\$265,520.00** (based on the District's ANTC/APU Value) (the "**Incentive**") payable to the Customer from the **State of Minnesota**. The Incentive is subject to a maximum amount not to exceed **50%** of the Project's Installation Cost, and the total Incentive paid to the Customer may not exceed **\$500,000.00**. The Incentive is scheduled

to be paid to the Customer in accordance with the Facility Lease Agreement.

- b. The Project may be eligible to receive the tariff described in Xcel Energy's Electric Rate Book, (as may be amended or replaced from time to time) as the "Photovoltaic Demand Credit Rider" Rate Code A86 which provides a utility bill credit on the utility bill ("**Utility Bill Credit**") based on the kWh produced from the Energy System from the hours 1:00 PM to 7:00 PM multiplied by the rate per kWh specified in the Electric Rate Book for the Rate Code ("**Tariff**"). To apply for the Tariff, Customer (or its tenant, if any, and as identified on **Schedule B**) will execute required utility agreements, including but not limited to: (i) Electric Service Agreement, (ii) Amendment No. 1 to Electric Service Agreement, (iii) Uniform Statewide Contract for Cogeneration and Small Power Production Facilities, (iv) Minnesota Distributed Energy Resource Interconnection Agreement (MN DIA), and (v) any other documentation required by the Utility ("**Utility Agreements**") to install the Project. Renewable Energy Certificates ("**RECs**") for the Energy System belong to the Utility in accordance with MS 216C.375 Subd. 12. Seller will assist Customer with the application but Customer will be solely responsible for timely completion of the same.
- c. Customer (or its tenant) is eligible to participate in the Utility's **Net Metering Program**, Rate Codes A53/A54 (monthly net metering) where Customer (or its tenant) is compensated by Utility at the applicable rate specified in the Rate Code for each kWh produced from the Energy System that exceeds the Site's consumption ("**Net Metering Credit**"). Under this program, the energy generated from the Energy System is available for on-Site use and reduces the total units of energy (kWh) that Customer (or its tenant) would otherwise purchase from Utility.
- d. The Project may be eligible for an investment tax credit pursuant to Section 48 of the Internal Revenue Code ("**Tax Credit**"). The Tax Credit is worth **30%** of the Project's eligible basis ("**Projected Tax Credit**"). The eligible basis for the Tax Credit may differ from the Installation Cost.

9. **Insurance.**

- a. Seller will, at its own cost and expense, maintain in full force, insurance reasonable and customary for the services being performed by Seller under this Agreement, including those set forth on **Schedule C**. Upon request, Seller shall provide Customer with certificate(s) evidencing such insurance naming Customer as an additional insured prior to commencement of any work at the Site. A sample Certificate of Insurance for Seller, which identifies the required insurances and limits for the insurances required for the Project, is provided in **Schedule E**. Seller shall also provide Builder's Risk insurance for the Project.
- b. Customer will at all times, at its own cost and expense, maintain in full force and effect, insurance reasonable and customary for the Site and, after Substantial Completion has occurred, for the Energy System and the System Components.
- c. Customer will provide the Seller and the Utility with a Certificate of Insurance that conforms with the Utility requirements specified in **Schedule F**.

10. **Seller's Waiver and Indemnity Regarding Liens.** To the fullest extent permitted under the Applicable Requirements, and to the extent Customer has made payments owed under this Agreement, Seller waives any right to file or impose any mechanic's, materialman's, or other liens with respect to the Site or the Energy System. Seller shall promptly pay all undisputed amounts owed for services, materials, equipment, and labor furnished by any person to Seller with respect to the Project. Seller shall, at Seller's sole cost and expense, discharge and cause to be released, whether by payment or posting of an appropriate surety bond in accordance with the Applicable Requirements, within thirty (30) days of Seller's notice of its filing, any mechanic's, materialmen's, or other lien in respect of the Energy System or the Site created by, through or under, or as a result of any act or omission (or alleged act or omission) of, Seller or any subcontractor or other person providing services, materials, equipment or labor with respect to the Project. If Seller defaults in its obligation to discharge, satisfy or settle such liens, Customer may discharge, satisfy or settle such liens and Seller shall, within thirty (30) days of a written request by Customer, reimburse Customer for all costs and expenses incurred by Customer to discharge, satisfy or settle such liens.

11. **Warranties.**

- a. Seller will provide the warranties set forth on **Schedule D**. Except as otherwise set forth in **Schedule D**, the System Components furnished and installed by Seller, but not manufactured by Seller (including without limitation the solar panels, inverters, power optimizers, racking, and monitoring equipment and their performance/energy output), will carry only the warranty of their manufacturer. More detailed information about warranties on the System Components are set forth on the applicable manufacturer's specification sheets and Operations Manual(s) provided to Customer, or available on the manufacturer's websites. Customer is solely responsible for pursuing any available warranties on System Components against the manufacturer at its own expense, and may look only to such manufacturer, and not to Seller, for any warranty with respect thereto.
- b. **EXCEPT AS EXPRESSLY PROVIDED IN SCHEDULE D, SELLER MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, ENERGY PRODUCTION, PROJECTED ECONOMIC VIABILITY, FINANCIAL DATA AND PROJECTIONS, CURRENT OR FUTURE UTILITY RATES, UTILITY FEES, INTERCONNECTION FEES, TARIFF PROGRAMS, INCENTIVES, NET METERING, THE AMOUNT OF OR CUSTOMER'S RECEIPT OF UTILITY BILL CREDITS OR NET METERING CREDITS OR SALE OF EXCESS ENERGY, ROOF PERFORMANCE, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER MATTER OF THE ENERGY SYSTEM, THE SYSTEM COMPONENTS, THE PROJECT, OR ANY SERVICES PROVIDED UNDER THIS AGREEMENT.**

12. **Ownership of Project Documents and Design.** All Design Documents for the Energy System shall be the sole and exclusive property of Customer. Customer grants

Seller an irrevocable perpetual, transferable, royalty free license to use the Design Documents for its own private use.

13. **Indemnification: Limitation of Damages.**

- a. Subject to the limitations set forth below, Seller hereby indemnifies and holds harmless Customer and its officers, directors, members, consultants, representatives, agents, employees and affiliates (each a "**Customer Indemnified Party**") against any third-party damages, liabilities, losses, costs and expenses, including reasonable attorney fees and costs (collectively, "**Damages**") incurred or suffered by any Customer Indemnified Party caused by (i) any material breach of this Agreement by Seller, or (ii) negligent or wrongful acts of Seller, its employees, or subcontractors in connection with the Project.
- b. To the extent permitted by law, Customer hereby indemnifies and holds harmless Seller and its officers, directors, members, consultants, representatives, agents, employees and affiliates (each a "**Seller Indemnified Party**") against any Damages incurred or suffered by any Seller Indemnified Party in any way arising out of, relating to, or in connection with (i) any material breach of this Agreement by Customer, or (ii) the negligent or wrongful acts of Customer or its employees in connection with the Project.
- c. Any Customer Indemnified Party or Seller Indemnified Party claiming indemnification hereunder must give each Party prompt notice of the relevant claim and each Party agrees to cooperate with each other Party, at its own expense, in the defense of such claim. Notwithstanding the forgoing, any Party from whom indemnification is sought shall control the defense and settlement of such claim; provided however that such Party shall not agree to any settlement that materially adversely affects the other Party without the prior written consent of such Party, which approval shall not be unreasonably withheld. Without limiting or diminishing the foregoing, any Party may, at its option and its own expense, participate in the defense of any such claim with legal counsel of its own choice.

14. **Termination.** This Agreement may be terminated as follows:

- a. Except where Seller includes the items below in the Installation Cost, Seller may terminate this Agreement in its sole discretion by providing Customer written notice in the event (i) the structural analysis indicates the Site is not in its then-current condition capable of supporting the Energy System unless accommodated by alternate equipment, structural retrofits or other requirements as specified in the structural engineering report that render the Site suitable for installing the Energy System, or (ii) the Utility requires engineering studies, interconnection expenses or site improvements as a condition to Seller installing the Project, or (iii) before construction begins, in the event Seller's performance under the terms of this Agreement would cause Seller significant detriment for reasons including but not limited to significant increases in equipment costs resulting from import tariffs or market variations, the unavailability of licensed labor, changes in law or other similar events impairing the installation of the Energy System in accordance with the Project Schedule, or for the Installation Cost.

- b. Seller may terminate this Agreement by giving written notice to Customer at any time prior to completion of the Project in the event Customer has breached any representation, warranty or covenant contained in this Agreement in any material respect, Seller has notified Customer of the breach, and the breach has continued without cure by Customer or written waiver by Seller for a period of thirty (30) days after the notice of breach.
- c. Customer may terminate this Agreement by giving written notice to Seller at any time prior to completion of the Project in the event that (i) Seller has breached any representation, warranty or covenant contained in this Agreement in any material respect, and Customer has notified Seller of the breach, and the breach has continued without cure by Seller or written waiver by Customer for a period of thirty (30) days after the notice of the breach; or (ii) upon sixty (60) days' notice to Seller if Seller has not achieved Substantial Completion within one hundred eighty (180) days of the Substantial Completion Date plus any additional time required due to Force Majeure events described in Section 16.g.
- d. Upon termination of this Agreement pursuant to this Section 14, all rights and obligations of the Parties under this Agreement will terminate without any liability of any Party to any other Party, except (i) with respect to Section 13, Section 16, and as otherwise provided in this Section 14, and (ii) for any liability of any Party then in breach.
- e. Except as otherwise provided in this Section 14, the termination rights under this Section 14 are cumulative with and in addition to any other rights or remedies to which the Parties may be entitled at law or under this Agreement.

15. **Roof Warranty.** Before installing the Energy System, Seller will take measures required to keep the Site's existing or new roofing manufacturer warranty intact and provide documentation of the same to the Customer.

16. **Miscellaneous.**

- a. **Relationship of the Parties.** The Parties for all purposes shall not be considered or construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither may be considered the agent of the other.
- b. **Entire Agreement / Recitals Integral.** This Agreement and all schedules, exhibits and attachments hereto, together with any agreement reference herein, constitute the entire agreement and understanding of the Parties relative to the subject matter hereof. The Parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter. The Recitals set forth above in this Agreement are and for all purposes shall be interpreted as being an integral part of this agreement and are incorporated by reference.
- c. **Survival of Representations.** All representations, warranties, covenants and agreements of the Parties contained in this Agreement, or in any instrument, certificate, exhibit or other writing provided for in it, shall

survive the execution of this Agreement and the consummation of the transactions contemplated herein.

- d. **Amendment**. This Agreement may be amended or modified only by a writing executed by the Parties to this Agreement. No custom or practice of the Parties at variance with the terms hereof shall have any effect. Notwithstanding the foregoing, the Parties agree to amend this Agreement to incorporate any additional language required to accommodate the Solar for Schools Grant Program requirements or other reasons consistent with the intended purpose of this Agreement.
- e. **Notices**. All notices to be given under this Agreement shall be in writing and shall be effectively given upon personal delivery, facsimile or email transmission (with confirmation of receipt), delivery by overnight delivery service or three days following deposit in the United States Mail (certified or registered mail, postage prepaid, return receipt requested).
- f. **No Delay**. No delay or failure on the part of any Party hereto to exercise any right, power or privilege hereunder shall operate as a waiver thereof.
- g. **Force Majeure**. Neither Party will be liable to the other Party for any delay, error, failure in performance or interruption of performance resulting from causes beyond its reasonable control, including without limitation fires, flood, accidents, explosions, sabotage, strikes or other labor disturbances, civil commotion, riots, invasions, wars, acts of God, acts of government, terrorism, delayed governmental process, international tariffs, inability to timely obtain a permit, inability to timely receive interconnection approval or response from Utility, inability to obtain sufficient qualified labor, or any cause (whether similar or dissimilar to the foregoing) beyond the reasonable control of the Party.
- h. **Governing Law / Venue**. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota without regard to its conflict of laws principals. Any lawsuit brought in connection with this Agreement shall be brought only in a court of general jurisdiction in Dakota County, Minnesota.
- i. **Severability**. The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.
- j. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement, nor any portion thereof, without the prior written consent of the other Party. Any other attempted assignment or transfer without prior written consent of the other Party shall be of no force or effect. As to any permitted assignment: (i) reasonable prior notice of any such assignment shall be given to the other Party; and (ii) any assignee shall expressly assume the assignor's obligations hereunder, unless otherwise agreed to by the other Party in writing. Notwithstanding the foregoing, Seller may, at its sole discretion, assign all or part of its interest under this Agreement to an affiliate of Seller or Tenant, or assign this Agreement in connection with any sale or pledge of any or all of its assets to a third party or bank.
- k. **UCC Terms**. All terms in this Agreement that are not otherwise defined herein and are defined in the Minnesota Uniform Commercial Code, as amended from time to time ("**UCC**") shall have the meanings set forth in the UCC and such meanings will automatically change at the time that any amendment to the UCC, which changes such meanings, becomes effective.
- l. **Terms**. All terms in this Agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time ("**UCC**") shall have the meanings set forth in the UCC and such meanings will automatically change at the time that any amendment to the UCC, which changes such meanings, becomes effective.
- m. **Marketing and Promotion**. Seller shall not use Customer's name, image or likeness in connection with advertising and promoting the Project or the Energy System without Customer's approval, which shall not be unreasonably withheld.
- n. **Utility Exclusivity / Subordination to Utility Agreements**. All electric power generated from the Energy System will be used on-Site by the Customer or exported to the Utility and will not be sold to any third party. The Parties agree the Utility retains exclusive control of all power otherwise provided to the Customer. Seller makes no claims to Renewable Energy Certificates. No portion of this Agreement is intended to conflict with any Utility Agreements to which Seller, Customer or Tenant are a party. In the case of a conflict between the terms or conditions of this Agreement and the Utility Agreements, the terms and conditions of the Utility Agreements shall control. Utility, or its successors and assigns, is a third-party beneficiary of the provision of this paragraph. Nothing in this Agreement shall prevent Utility, from fully enforcing the terms and conditions of the Utility Agreements.
- o. **Data Practices**. Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Seller in performing this Agreement is subject to the requirements of the Minnesota Government Data Practices Act ("**MGDPA**"), Minnesota Statutes Chapter 13, and Seller must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes, Section 13.08 apply to Seller. Seller does not have a duty to provide access to public data to the public if the public data are available from the Customer, except as required by the terms of this Agreement.
- p. **Proprietary Information**. Information claimed by Seller to be proprietary, trade secret or business data shall be governed by the standards required for "Trade Secret Information" as defined in MGDPA, Section 13.37(b) and as it may otherwise be referenced in the MGDPA. All of the data created, collected, received, stored, used, maintained, or disseminated by or to the Customer under this Agreement is subject to the requirements of the MGDPA. The Parties acknowledge that the classification of any government data is governed by the MGDPA and not by the understanding of either the Customer or the Seller. Notwithstanding any other provision in this Agreement, the Customer's obligation is to maintain and release the data in a manner that is consistent with the MGDPA, provided, however, that Customer agrees to provide prompt written notice to the Seller when

Customer receives a request under the MGDPA for data concerning the terms of the Agreement, including the Agreement itself ("Contract Data"), not including presentations, memoranda and information previously disclosed publicly. When Customer receives a request for Contract Data, Customer shall notify Seller of the request promptly in writing. Customer shall reasonably wait to disclose the Contract Data until the later of (i) Seller getting a judicial determination by a judicial officer, arbitrator, or administrative law judge on the public or nonpublic designation of the Data or (ii) the last day that, in Customer's sole discretion, Customer must make such disclosure to avoid being at risk of a successful claim from the requester that Customer is in violation of the MGDPA. Customer remains solely responsible for the initial determination of whether the requested Contract Data is public or private/nonpublic, but the parties acknowledge that any final determination by a judicial officer, arbitrator, or administrative law judge, or appellate review thereof, will control. If the Customer determines that some or all of the Contract Data is public under section 13.03 of the MGDPA, Customer shall provide prompt written notice to Seller prior to Customer's disclosure of such data so that Seller, its sole expense, shall have the opportunity to object to such disclosure in writing and seek a determination by a judicial officer, arbitrator, or administrative law judge that such data constitutes trade secret information or business data under the MGDPA and therefore cannot be disclosed under the MGDPA. In no event shall Customer be required by the Seller under this Agreement to withhold or delay disclosure of public data contrary to requirements of the MGDPA. Notwithstanding the notice and timing provisions in this Subsection 16p., Customer shall not be liable to Seller for any failure to give notice or otherwise to timely respond to Seller regarding a third-party request for data. Seller's claims against the Customer shall be limited to private actions it may have, if any, for Customer's failure to follow the MGDPA.

- q. **Record Keeping Availability and Retention.** Pursuant to Minnesota Statutes, Section 16C.05, subd. 5, Seller agrees that the books, records, documents and accounting procedures and practices of Seller, that are relevant to the Agreement or transaction, are subject to examination by the Customer and the state auditor for a minimum of six (6) years. Seller shall maintain such records for a minimum of six (6) years after final payment.
- r. **Non-Discrimination.** Pursuant to Minnesota Statutes, Section 181.59, the Seller will take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age. The Seller agrees to be bound by the provisions of Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this Agreement.

- s. **Bonds.** Where the Installation Cost exceeds \$175,000, Seller shall post performance and payment bonds in the amount of the Installation Cost.
- t. **Prevailing Wage.** Services provided by Seller fulfilling this Agreement will be provided in accordance with MS 177.41-44.
- u. **Recycling of Equipment / End of Life Removal & Disposal.** All electronic equipment including but not limited to Solar panels, Inverters, Optimizers and electronic components that are disposed of by Seller will be managed by Seller in accordance with then applicable recycling regulations. End of Life Energy System Removal and Disposal will be performed by the Customer at Customer's expense.

The Parties hereto have caused this Agreement to be duly signed in their respective names as of the Effective Date.

Seller
IDEAL ENERGIES, LLC

By: _____
Chris Psihos, its President

Dated: _____

Customer
Independent School District No. 200 - Hastings Public Schools

By: _____
Dr. Tammy Champa, its Superintendent

Dated: _____

SCHEDULE A System Components

Included with Energy System: The Energy System's Installation Cost Includes the following System Components and Services ("Deliverables").

1. UL Listed and approved Solar Panels: **516 @ JinkoJKM465M-TV solar panels each rated at 465 (+/- 20 Watts DC); 72 cell Tier 1, CEC listed, or DNV-GL Rated Top Performer oriented at approximately 180°**
2. UL listed and approved DC/AC inverters: **180.00 kW AC total; 1 @ SolarEdge SE100k480V(1) & SE80k480V(1) Inverter(s)**
3. SolarEdge Power Optimizers: **258 - SolarEdge P960 Power Optimizers (or equivalent)**
4. Solar Panel Racking / mounting system: **Unirac, PanelClaw (or equivalent) Ballasted Racking**
5. Electrical components including, but not limited to, conductive wiring, ground circuitry, conduit, junction boxes, disconnects, switches, over-current protection, and any associated hardware necessary to complete the installation of the solar panels and interconnect with the Site's existing electric service at the inverter's voltage. Electrical components, including but not limited to, the switchgear, disconnects, breakers, relays, transformers and production meter will be located on the ground or building near the existing electrical service as may be required to comply with electrical code. Inverters will be located at ground level near the electrical components, and the electrical conduit will be run on the exterior of the building. If the main service Utility meter is located indoors, if required by the Utility, a keypad or lockbox will be provided for allowing the Utility 24-hour access to the meter. If not provided by the Utility, a revenue grade meter for measuring and monitoring electrical production from the Energy System.
6. Internet for web-based remote system monitoring system: Customer is responsible for bringing, providing and paying for ethernet or cellular based internet service to the Site (typically the electrical room).
7. Where Customer's roofing manufacturer for EPDM, TPO, PVC or SBS roof membrane system(s) require that slip sheets of like kind roofing membrane ("Slip Sheets") be placed between the roof's membrane and the solar array racking pads to preserve the installer's or manufacturer's roof warranty, Slip Sheets will be installed by Seller.
8. For ground mounted systems, includes grass seeding at the Seller's discretion. The Customer is responsible for maintaining the grounds after the Final Completion Date.
9. **"Site Specific Work"** described as follows: Trenching, locates, bollards, articulating lift due to building height, concrete removal and replacement, and concrete pads.. Includes a total of 1099 linear feet of DC conduit based on the solar array being located at the preliminary installation location identified on the helioscope included in the Full Grant Application.

The Parties agree that the Energy System does not include the Optional Services described below unless they are already included above in the Site Specific Work. If Optional Services are required, the Parties will amend this Agreement to add the Optional Services pursuant to Section 7 of this Agreement, and will amend the Power Payments in Schedule A of the Power Purchase Agreement as required for Tenant to recover any increase in the Installation Cost plus the time value of money.

1. Incremental Cost for additional System Components and Deliverables not described above that are required due to final engineering requirements, or Customer Energy System installation location preference.
2. Mechanical roof attachments installed by a qualified roofer where required by the Engineering to keep the Energy System immobile using a qualified roofer selected and provided by Seller.
3. Relocation of existing electric circuits, or any upgrades to Customer's electrical service to bring it up to code or other Site-specific Utility requirements including any relocation of existing Utility meters to an exterior location to bring a Site up to code.
4. Any structural improvements to the building required to support the Energy System and the System Components.
5. Batteries or emergency back-up power capability.
6. Third-party fees for web-based monitoring of the Energy System.
7. Afterhours Labor and after-hours equipment rental (i.e., outside the weekday hours of 6 AM to 6 PM local prevailing time) / Weekend Labor, or Davis Bacon.
8. Tree removal, gas line relocation, fencing or guardrails around the roof perimeter.
9. Seller-provided cellular device for web-based System monitoring required if Customer does not provide internet service described in Section 4.e. of this Agreement: \$1200
10. Non-customary design requests, conduit run through building interior, powder coated or other special materials to match building, roofing (roof spudding, upgrades or re-certifications), landscaping or screening around the solar array exterior.

SCHEDULE B

Contact Information for Parties

Customer: **Independent School District No. 200 - Hastings Public Schools**
1000 11th St W, Hastings, MN 55033-2597

Site Owner: **Independent School District No. 200**
1000 11th St W, Hastings, MN 55033-2597

Customer's Authorized Signer: **Dr. Tammy Champa**
Superintendent

Customer's Authorized Representative: **Jennifer Seubert**
651-480-7000

Seller/Installer: **Ideal Energies, LLC**
Chris Psihos t. (612)928-5008
chris.psihos@idealenergies.com
8318 Pillsbury Avenue South Bloomington, MN 55420

Project Electrician: **Green² Electric, LLC** License **EA791017**
Robert Buskirk & Russell Goetze Master Electricians
t. (612)928-5008 f: (612)928-5009
8318 Pillsbury Avenue South Bloomington, MN 55420

SCHEDULE C

Seller's Scope of Work

A. Design Scope

1. Seller will prepare structural and electrical Design Documents describing the Project.
2. Seller will comply with all building codes and, as necessary, obtain any code variances.
3. Seller will ensure that the Energy System installation meets then current National Electrical Code requirements.
4. Seller will apply for all permits, and complete inspections to close such permits after Substantial Completion.
5. Seller will prepare all documentation required by Utility for Customer to interconnect the Energy System with Utility's electrical grid at the interconnection point.
6. Seller will prepare all documentation required by Utility for Customer to apply for interconnection.

B. Installation

1. Seller will furnish and install all required material or equipment for a complete installation.
2. Seller will connect the Energy System to Customer's electric panel.
3. Seller will commission and test the Energy System after installation.
4. Electrical interconnections will be performed by licensed electricians.
5. Except as provided in the Purchase Agreement, the Parties agree that Seller will not be liable for any indirect or consequential losses incurred by Customer as a result of the Energy System installation. Such losses may result from disruption of operations, interruption of electrical service, suspension of mechanical services and other interruptions reasonably related to standard Energy System installation of the size and type contemplated by the Project.

C. Safety

1. Seller will adhere to all current safety laws including without limitation federal, state and local safety regulations.
2. Seller's workers will conform to standard OSHA safety practices and procedures during installation.

D. General

1. Seller will provide all required design, engineering, construction, administration and management services necessary to complete the Project.
2. Seller will provide to Customer copies of all operating and maintenance manuals and third-party warranties.

SCHEDULE D Seller's Warranties

Engineering and Design Services Warranty Seller warrants that it will perform the engineering and design services in a professional and workmanlike manner using the degree of care, skill, prudence, judgment and diligence that a reasonable, qualified and competent provider of similar services would exercise. Except as otherwise provided herein, for a period beginning on the Substantial Completion Date and ending five years later (the "**Warranty Period**"), if it is shown that there was an error in such engineering and design services as a result of Seller's failure to meet those standards, and if Customer properly notifies Seller within the Warranty Period, Seller will, at its own expense and at no cost to Customer, re-perform such services to remedy such error within a reasonable timeframe.

Installation Services Warranty Seller warrants that it will perform the installation services in a professional and workmanlike manner using the degree of care, skill, prudence, judgment and diligence that a reasonable, qualified and competent provider of similar services would exercise. Except as otherwise provided herein, if during the Warranty Period it is shown that there was an error in such installation services as a result of Seller's failure to meet those standards, and if Customer properly notifies Seller within the Warranty Period, Seller will, at its own expense and at no cost to Customer, re-perform such services to remedy such error within a reasonable timeframe.

Limited System Components Warranty Seller warrants that the System Components will be new and not physically damaged by Seller at the time of Substantial Completion. If Customer notifies Seller within the Warranty Period that any System Components were not new or were, at that time, physically damaged by Seller at the time of Substantial Completion, Seller will replace such System Components within a reasonable timeframe with System Components that are new and undamaged.

Roof Warranty Except as otherwise provided herein, if during the Warranty Period it is shown that the roof leaks solely as a result of Seller's installation of the Energy System, and if Customer properly notifies Seller within the Warranty Period, Seller will, at its own expense and at no cost to Customer, promptly repair the roof so that it does not leak; provided that such leaking is not due to normal wear and tear.

Limitation on Warranties The above warranties do NOT cover damage, malfunctions or services failures to the extent caused by:

1. Failure to follow any applicable operations or maintenance manual or any other maintenance instructions provided by Seller or the manufacturer of the System Components, or failure to properly maintain or operate the Energy System;
2. Repair, modification, maintenance, movement or relocation of the Energy System or the System Components by someone other than a service technician approved by Seller or the manufacturer of the System Components;
3. Attachment or connection to the Energy System of any equipment not supplied by Seller, or the use of the Energy System for a purpose for which the Project was not intended;
4. Abuse, misuse or acts of Customer or any third person (other than Seller or its employees or agents), including intentional damage, theft or vandalism; or
5. Damage or deteriorated performance of the Energy System or Site caused by electrical surges, building settling, building component failure, work done on the building or adjacent structures, use of machinery or vehicle in the area, winds in excess of the system design rating, lightning, fire, flood, extreme weather conditions, pests, tornadoes, hurricanes, hail, storms, explosions, earthquakes, ground subsidence, falling debris, force majeure (as described in Section 16.g. of the Purchase Agreement) accidental breakages (not caused by Seller or its employees or agents), normal wear and tear, and other events or accidents outside the reasonable control of Seller.

Customer's Right to Remedy In the event that Seller fails to timely remedy any breach of warranty under this **Schedule D** or such breach threatens imminent harm to Customer or its property, Customer shall have the right to employ any reasonable means necessary to remedy such breach, and Seller shall reimburse Customer for all reasonable and necessary expenses incurred by Customer in carrying out such remedy.

SCHEDULE E

Seller & Affiliates - Sample Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Christensen Group 9855 West 78th Street, Ste 100 Eden Prairie MN 55344	CONTACT NAME: Shelby Gierdal PHONE (A/C, No, Ext): (952) 653-1000 FAX (A/C, No): (952) 653-1100 E-MAIL ADDRESS: sgierdal@christensengroup.com
INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A: Continental Casualty Company
Ideal Energies LLC, Green2 Electric, LLC Ideal Energies Solar Leasing, LLC 8318 Pillsbury Avenue S Bloomington MN 55420	INSURER B: Transportation Insurance Co
	INSURER C: Continental Insurance Co
	INSURER D: SFM Mutual Insurance Company
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 23-24 IE, Green2, IESL **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADULTS	SUBR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:				7034110561	06/23/2023	06/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				7034110494	06/23/2023	06/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ Basic
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0				7034110415	06/23/2023	06/23/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A	127888.204	06/23/2023	06/23/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased/Rented Equipment				7034110561	06/23/2023	06/23/2024	Limit \$70,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Master Builders Risk Policy #7034104064, (Carrier B) Continental Casualty Company, Effective 6/23/23 - 6/23/24, Solar Panel Limit \$4,000,000.
 E&O Coverage Limit \$2,000,000
 General Liability coverage applies to Designated Unmanned Aircraft (Drones) Coverage

CERTIFICATE HOLDER For Informational Purposes	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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SCHEDULE F

Xcel Energy Insurance Requirements for Solar Equipment

Call your insurance company and let them know you are installing solar equipment and need to insure it. Have them issue the Certificate of Insurance described below as required to comply with Utility program requirements. If your insurance company has any questions about the equipment, the installation or the below, please have them contact **Wendy Vorasane** of iDEAL Energies at **612.928.5008**.

Please have a copy of the Certificate of Insurance emailed to wendy.vorasane@idealenergies.com.

CERTIFICATE OF INSURANCE

Xcel Energy as a Certificate Holder

1. Have your insurance provider complete the Insurance Checklist.
2. Have them provide an endorsement naming the following as an additional insured:
Northern States Power Company, A Minnesota Company
414 Nicollet Mall, Minneapolis, MN 55401
3. Make sure the physical address listed on your policy matches the physical address at the Site where the Energy System is installed.

Please see the Utility's Insurance Checklist and the Distributed Energy insurance requirements on the following page.



Insurance Checklist Form for Minnesota DER Applications

1. Identify by legal name of interconnection customer/garden and application number of the project that is the subject of this insurance review:

2. Identify by legal name and application number any additional DER projects also covered by the insurance indicated below:

3. Has the insurance policy described below been the subject of a prior insurance review as part of this program?

	Insurance Requirement — need to provide copy of policies and declaration page.	Where applicable, indicate page number, paragraph number, where this is shown.
1.	The insurance needs to be from an insurance company rated B+ or better by "Best" (Section 10, sheet 202, 5.10.1).	<input type="text"/>
2.	Show that the entity which has signed the Interconnection Agreement (Interconnection Customer) is a Named Insured on the policy.	<input type="text"/>
3.	Show whether, or not, a Project needs to be specifically identified in the Insurance Policy in order to be covered by the insurance. If there is such a requirement, show that the Project is identified in the Insurance Policy.	<input type="text"/>
4.	General Liability insurance must have the following limits: \$1,000,000 (for systems >40 kW AC and ≤250 kW AC) or \$2,000,000 (for systems above 250 kW AC) for each occurrence for each generation system in each interconnection agreement (Section 10, sheet 202, 5.10.1) This means that each project must have insurance in this amount. Please identify projects covered by this policy.	<input type="text"/>
5.	Includes coverage against claims for damages resulting from (i) bodily injury, including wrongful death; and (ii) property damage arising out of the Interconnection Customer's ownership and/or operating of the Generation System under the interconnection agreement (Section 10, sheet 202, 5.10.1).	<input type="text"/>
6.	Includes "Northern States Power Company, a Minnesota Company" as an additional insured (Section 10, sheet 202, 5.10.2).	<input type="text"/>
7.	Contains a severability of interest, separation of insureds, or cross-liability clause (Section 10, sheet 202, 5.10.2.)	<input type="text"/>
8.	Provides that Northern States Power Company shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for the payment of premium for such insurance (Section 10, sheet 202, 5.10.2).	<input type="text"/>
9.	Provides for twenty (20) calendar days' written notice to Northern States Power Company prior to cancellation, termination, alteration, or material change of such insurance (Section 10, sheet 202, 5.10.2).	<input type="text"/>
10.	Insurance states that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by Northern States Power Company (Section 10, sheet 202, 5.10.5).	<input type="text"/>
11.	We need to be provided with a copy of the entire insurance policy, including all endorsements. (Section 10, sheet 202, 5.10.4).	<input type="text"/>

Facility Lease Agreement

239.940 kW DC JinkoJKM465M-TV Solar Panels with 180.00 kW AC SolarEdge SE100k480V(1) & SE80k480V(1) Inverter(s), SolarEdge P960 Power Optimizers & Unirac, PanelClaw (or equivalent) Ballasted Racking

Solar For Schools Grant Program

Customer	Independent School District No. 200 - Hastings Public Schools
Utility	Xcel Energy
Site	Hastings High School 200 General Sieben Drive, Hastings, MN 55033
Xcel Premise #	302764701

This **FACILITY LEASE AGREEMENT** (“**Agreement**”), dated **March 26, 2025** (“**Effective Date**”) is between **IDEAL Energies Solar Leasing, LLC**, a Minnesota limited liability company, whose principal place of business is located at **8318 Pillsbury Avenue South Bloomington, MN 55420** (“**Tenant**”), and **Independent School District No. 200 - Hastings Public Schools**, a **Minnesota Public School**, whose principal place of business is located at **1000 11th St W, Hastings, MN 55033-2597** (“**Customer**”). Tenant and Customer are sometimes also referred to in this Agreement jointly as “**Parties**”, or individually as a “**Party**”.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises of the Parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

RECITALS

- A. Customer is the owner of that certain Site located at **200 General Sieben Drive, Hastings, MN 55033** named Hastings High School that is presently used as a(an) High School (“**Site**”).
- B. Tenant desires to lease from Customer, and Customer desires and is authorized to lease to Tenant, subject to the terms and conditions of this Agreement, a portion of the Site for the construction, operation and maintenance of a photovoltaic solar electric system (“**Energy System**”) owned by the Customer as further described in that certain Purchase Agreement between Customer and Ideal Energies, LLC (“**Seller**”) of even date herewith (“**Purchase Agreement**”).
- C. Customer will be the legal owner of the Energy System when Substantial Completion (as defined in the Purchase Agreement) occurs, and Customer desires to lease the same to Tenant subject to the terms and conditions of this Agreement.
- D. Tenant and Customer will, in connection with this Agreement, enter into a **Power Purchase Agreement** (“**Power Purchase Agreement**”) pursuant to which Tenant will provide power generated by the Energy System to Customer.
- E. The Project may be eligible to receive an investment tax credit, pursuant to Section 48 of the Internal Revenue Code (“**Tax Credit**”). The Tax Credit is worth **30%** of the Project’s eligible basis. For income tax purposes, Customer and Tenant intend the Tenant to be the owner of the Energy System and will report and treat this Agreement and the Energy System accordingly. The basis for the Tax Credit may differ from the Installation Cost.
- F. Any capitalized term not defined herein shall have the meaning given to it in the Purchase Agreement, unless otherwise stated.

1. **Contingency.** The Parties’ performance under this Agreement is contingent on Substantial Completion occurring for the Project in accordance with the terms of the Purchase Agreement.
2. **Lease of Energy System and Leased Space.** Customer hereby leases to Tenant, and Tenant hereby leases from Customer the following: (a) the Energy System, and (b) all roof/ground space required for the installation and operation of the Energy System on the Site (“**Leased Space**”) as generally prescribed on the Plan View Drawing included herewith as **Schedule A**, including rights to place wiring to the point of interconnection. The Energy System and the Leased Space together constitute the leased property (“**Leased Property**”). The Plan View Drawing provided to Customer by Seller in its Operations Manual after Substantial Completion occurs is hereby incorporated into **Schedule A** of this Agreement by reference.
3. **System Payments, Tax Ownership.**
 - a. **Installation Cost Payment.** Tenant hereby assumes in full and agrees to pay Customer’s Installation Cost within 30 days after the Substantial Completion Date (as defined in the Purchase Agreement).
 - b. **Transfer of Tax Ownership.** The Parties shall treat the Energy System as having been purchased by Tenant for income tax purposes for the payment(s) provided for under Section 3.a above.
4. **Access to Leased Space.** Customer grants to Tenant the right to access the Leased Space via reasonable route(s) over and across the Site upon reasonable prior notice to Customer. Customer will cooperate with Tenant to access the electrical meter or any other part of the Energy System, if not located within the Leased Property.
5. **Permitted Use of Leased Space.** During the Term (as defined below), Tenant shall have the exclusive right to use the Leased Space for the construction, installation, operation, maintenance, repair, replacement, relocation, reconfiguration, removal, alteration, modification, improvement, use and enjoyment of the Energy System (and other necessary and incidental uses for the operation of the Energy System) (“**Permitted Uses**”). Tenant may not erect any other facilities or use any other equipment on the Leased Space that is not expressly permitted under the terms of this Agreement without first obtaining Customer’s written consent, which consent shall not be unreasonably withheld, delayed or conditioned provided the other facilities

or equipment are related to the operation of the Energy System and are not likely, in Customer's reasonable opinion, to damage the Site or materially interfere with Customer's business.

6. **Term.** The term of this Agreement shall begin on the Substantial Completion Date and shall terminate on the 20th anniversary thereafter ("**Term**"). Subject to the Energy System continuing to have remaining economic useful life, after the expiration of the Term the Tenant may extend the Term of this Agreement on an annual basis for up to 40 additional years (each such annual extension is "**Additional Term**") by providing written notice to the Customer within 90 days before the expiration of the Term or any Additional Term. If renewed, the Parties may mutually agree to enter into a new power purchase agreement, lease or other arrangement based on the then fair market value of the services (or other benefits) to be provided.
7. **Rent of Leased Space.** Beginning on the first anniversary of the Substantial Completion Date and continuing on each and every anniversary thereof throughout the Term or any Additional Term, Tenant shall pay to Customer rent for the Leased Space. Such rent shall be **\$90.00** per year ("**Leased Space Rent**").
8. **Rent of Energy System.** Beginning on the first anniversary of the Substantial Completion Date and continuing on each and every anniversary thereof throughout the Term or any Additional Term, Tenant shall pay to Customer rent for the Energy System. Such rent shall be **\$10.00** per year ("**Energy System Rent**").
9. **Holdover.** If Tenant holds over its tenancy after expiration of the Term or any Additional Term, such tenancy shall be month-to-month subject to the terms and conditions of this Agreement. Either Party may terminate such month-to-month tenancy at any time upon the giving to the other Party no less than thirty (30) days written notice.
10. **Operating Permits.** Tenant shall, at its sole expense, maintain in full force and effect all certificates, permits and other approvals ("**Operating Permits**") required by any federal, state or local authorities having jurisdiction over Tenant or the Leased Property.
11. **Energy System Title and Condition on Facility Lease Agreement Termination.** The Parties agree that legal title to any and all fixtures, equipment, improvements or personal property of whatsoever nature at any time constructed or placed on or affixed to the Leased Space by Tenant, including without limitation the Energy System and its System Components, shall remain with Customer. Tenant shall return the Energy System at the end of this Agreement in substantially the same condition as existed on the Substantial Completion Date, plus any improvements, with ordinary wear and tear and casualty damage excepted.
12. **Energy System Operation and Maintenance.**
 - a. **Energy System Operation & Maintenance Services.** At Tenant's expense, Tenant will monitor the Energy System's performance and keep and maintain the Energy System in good condition and repair in accordance with the Maintenance Services provided in **Schedule B**; *provided, however*, the Parties acknowledge **Schedule B** is a guideline, to which strict adherence is not expected by the Parties ("**Maintenance Services**"). Customer is solely responsible for pursuing any available warranties on System Components against the manufacturer(s) at its own expense, and may look only to such manufacturer, and not to Tenant, for any warranty with respect thereto. Tenant will assist Customer in resolving any warranties relating to System Components as described in **Schedule B**. Tenant shall prevent any liens from attaching to the Leased Space or the Site resulting from its maintenance activities, and shall defend, indemnify, and hold Customer harmless from the same. In the event Seller fails to meet such obligation, Customer may discharge, satisfy, or settle such liens and Tenant shall, within thirty (30) days of a written request by Customer, reimburse Customer for all costs and expenses incurred by Customer, including but not limited to attorneys' fees.
 - b. **Operation and Maintenance Standard of Care.** Tenant will use commercially reasonable efforts to identify, respond to, and complete necessary maintenance and repairs and to operate the Energy System to operate the Energy System in accordance with the Design Documents and manufacturers' Operating Manuals (as described in the Purchase Agreement). Notwithstanding the foregoing, the Parties understand that delays may be caused by multiple causes including without limitation delay in the identification of operational issues, troubleshooting issues, warranty replacement, warranty procurement, force majeure (as described in Section 18.g), parts availability, parts delivery, crew availability, equipment defects, equipment performance, internet downtime, and similar causes.
 - c. **Energy System Casualty.** In the case of casualty to the Energy System, Tenant agrees to repair the Energy System with insurance proceeds described in Section 16.a. Customer shall cause said proceeds to be provided to Tenant to make the repairs caused by the casualty. Tenant shall repair, at Tenant's expense, any damage to the Leased Space that results from the Tenant's repair, reconfiguration, alteration, modification or replacement of the Energy System.
13. **Customer's Repair of Leased Space During Term.** Customer shall have the right at any time to access the Leased Space to inspect, maintain, replace or repair items and components thereof, excluding the Energy System. ("**Customer Maintenance**"). Customer shall provide thirty (30) days prior notice of any scheduled Customer Maintenance, except in the case of an emergency, Customer shall give notice as soon as practicable. Customer, at its own cost, will perform Customer Maintenance, and use Seller or another third party approved by Tenant to perform services required to be performed to the Energy System during Customer Maintenance (Tenant's approval of third parties will not be unreasonably withheld). Customer Maintenance will be performed at Tenant's expense to the extent the Customer Maintenance was required as a result of damage to the Leased Space caused by Tenant.
14. **Utilities / Taxes.** After Substantial Completion Date, Tenant shall pay all taxes and assessments levied upon the Energy System and other personal property located and/or installed on the Site by Tenant that are related and attributed to consideration paid to Customer by Tenant for the Leased Space and the lease of the Energy System.

15. **Interference.**

- a. **Interference by Tenant.** Tenant shall operate the Energy System in a manner that will not unreasonably interfere with any existing operations or equipment located, operated or owned by Customer or any other permitted occupants as of the date of this Agreement. All operations by Tenant shall be lawful and in material compliance with all regulations and requirements of the Minnesota Public Utilities Commission, as well as any other applicable state, federal or local regulations and requirements and any applicable agreements with, or tariffs of, the local Utility.
- b. **Interference by Customer.** Following installation of the Energy System, Customer shall not cause or permit any other persons or parties to, install equipment or facilities or construct or allow any construction of a structure or structures ("**New Construction**") near the Leased Space if such New Construction would interfere with the Energy System or its performance. Customer shall not move, modify, remove, adjust, alter, change, replace, reconfigure or operate the Energy System or any part of it during the term of the Agreement without prior written direction or approval of Tenant, except if there is an occurrence reasonably deemed by Customer to be a bona fide emergency, in which case Customer will immediately notify Tenant of such emergency and Customer's proposed actions. Customer shall be responsible for, and promptly notify Tenant, of any damage to the Energy System caused by the Customer or its employees, invitees or agents, and shall promptly pay Tenant the costs to repair such damage to the Energy System, and Power Payments (as defined in the Power Purchase Agreement) due to Tenant.

16. **Insurance.**

- a. **General Liability and Property Insurance.** Customer shall (i) keep the Energy System insured against loss by fire, theft, hail and wind (ii) at all times will insure the Energy System at an amount equal to its replacement cost and (iii) will provide Tenant with a certificate of insurance that names Tenant as an additional insured and loss payee as further described in **Schedule C**. Customer shall also secure and maintain adequate comprehensive general liability insurance against liability related to the Energy System. Customer shall provide Tenant with evidence of having acquired such insurance coverages prior to the Substantial Completion Date and on an annual basis thereafter. The loss, injury or destruction of the Energy System shall not release Customer from payment as provided in this Agreement. Any insurance policies obtained by Customer shall provide that such policy of insurance cannot be terminated or cancelled by the insurer without thirty (30) days prior written notice to Tenant. Customer is responsible for any deductibles due under the insurance policies for casualties and will pay Tenant said deductible along with insurance proceeds received to repair the Energy System, and Tenant's lost Power Payments due to Tenant. Customer's failure or refusal to repair and recommission an Energy System following a loss shall constitute a breach of this Agreement.
- b. **Workers' Compensation Insurance and Employers' Liability Insurance.** In accordance with Minnesota state law, Tenant shall maintain in force workers' compensation insurance for all of its employees. Tenant shall also maintain employer's liability coverage

in an amount of not less than One Million Dollars (\$1,000,000.00) per accident. Tenant shall also secure and maintain adequate comprehensive general liability insurance against liability related to the Leased Property. Upon request, Tenant will provide Customer with a certificate of insurance.

17. **Indemnification.**

- a. Tenant shall indemnify and hold harmless Customer and its officers, directors, members, consultants, representatives, agents, employees and affiliates (each a "**Tenant Indemnified Party**") against any damages, liabilities, losses, costs and expenses, including reasonable attorney fees and costs (collectively, "**Damages**") incurred or suffered by any of them in any way arising out of, relating to, or in connection with (i) any breach of this Agreement by Tenant, or (ii) negligent or wrongful acts of Tenant or its employees or agents in connection with the transactions contemplated by this Agreement.
- b. Tenant shall indemnify Customer from any mechanic's, materialman's, or other lien with respect to the Site or the Leased Property to the extent such lien is attributable to Tenant's failure to pay the Installation Cost or other costs incurred in the performance of Tenant's obligations for maintenance and repair of the Energy System.
- c. To the extent permitted by law, Customer shall indemnify and hold harmless Tenant and its officers, directors, members, consultants, representatives, agents, employees and affiliates (each a "**Customer Indemnified Party**") against any Damages incurred or suffered by any of them in any way arising out of, relating to, or in connection with (i) any breach of this Agreement by Customer, or (ii) negligent or wrongful acts of Customer or its employees or agents in connection with the transactions contemplated by this Agreement.
- d. A Customer Indemnified Party or Tenant Indemnified Party claiming indemnification or Damages hereunder must give each Party prompt notice of the relevant claim and each Party agrees to cooperate with each other Party, at its own expense, in the defense of such claim. Notwithstanding the foregoing, any Party from whom indemnification or Damages are sought, shall control the defense and settlement of such claim; provided however that such Party shall not agree to any settlement that materially adversely affects the other Party without the prior written consent of such Party, which approval shall not be unreasonably withheld. Without limiting or diminishing the foregoing, any Party may, at its option and its own expense, participate in the defense of any such claim with legal counsel of its own choice.

18. **Incentive.** The Incentive, as defined in the Purchase Agreement, (the "**Incentive**") is irrevocably assigned to Tenant as additional consideration and shall be treated by Tenant as a fee earned for services. In the event the actual Incentive received is less than the Incentive described in the Purchase Agreement, the Power Payments in Schedule A of the Power Purchase Agreement will be increased so that Tenant recovers any deficit plus the time value of money. The Incentive is paid by the State of MN following providing a draw application and supporting documentation. Tenant may make no more than two (2) draw requests. The first draw may be made for 80% of the Incentive amount at equipment order following receiving

interconnection approval, and the second draw for the remainder after Final Completion. Any Incentive payment received directly by the Customer shall be deposited in their account, and paid to Tenant via cash or check within thirty (30) days after Customer's receipt.

19. **Miscellaneous.**

- a. **Relationship of the Parties.** No provision of this Agreement may be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither may be considered the agent of the other.
- b. **Entire Agreement / Recitals Integral.** This Agreement and all schedules, exhibits and attachments hereto, together with any agreement reference herein, constitute the entire agreement and understanding of the Parties relative to the subject matter hereof. The Parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter. The Recitals set forth above in this Agreement are and for all purposes shall be interpreted as being an integral part of this Agreement and are incorporated by reference.
- c. **Survival of Representations.** All representations, warranties, covenants and agreements of the Parties contained in this Agreement, or in any instrument, certificate, exhibit or other writing provided for in it, shall survive the execution of this Agreement and the consummation of the transactions contemplated herein.
- d. **Amendment.** This Agreement may be amended or modified only by a writing executed by the Parties to this Agreement. No custom or practice of the Parties at variance with the terms hereof shall have any effect. Notwithstanding the foregoing, the Parties agree to amend this Agreement to incorporate any additional language required to accommodate the Solar for Schools Grant Program requirements or other reasons consistent with the intended purpose of this Agreement.
- e. **Notices.** All notices to be given under this Agreement shall be in writing and shall be effectively given upon personal delivery, facsimile or email transmission (with confirmation of receipt), delivery by overnight delivery service or three days following deposit in the United States Mail (certified or registered mail, postage prepaid, return receipt requested).
- f. **No Delay.** No delay or failure on the part of any Party hereto to exercise any right, power or privilege hereunder shall operate as a waiver thereof.
- g. **Force Majeure.** Neither Party will be liable to the other Party for any delay, error, failure in performance or interruption of performance resulting from causes beyond its reasonable control, including without limitation fires, flood, accidents, explosions, sabotage, strikes or other labor disturbances, civil commotion, riots, invasions, wars, acts of God, acts of government, terrorism, delayed governmental process, international tariffs, inability to timely obtain a permit, inability to timely receive interconnection approval or response from Utility, inability to obtain sufficient qualified labor,

or any cause (whether similar or dissimilar to the foregoing) beyond the reasonable control of the Party.

- h. **Governing Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota without regard to its conflict of laws principals. Any lawsuit brought in connection with this Agreement shall be brought only in a court of general jurisdiction in Dakota County, Minnesota.
- i. **Severability.** The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.
- j. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement, nor any portion thereof, without the prior written consent of the other Party. Any other attempted assignment or transfer without prior written consent of the other Party shall be of no force or effect. As to any permitted assignment: (i) reasonable prior notice of any such assignment shall be given to the other Party; and (ii) any assignee shall expressly assume the assignor's obligations hereunder, unless otherwise agreed to by the other Party in writing. Notwithstanding the foregoing, as may be required for Tenant to avoid being classified as a Public Utility under Minnesota Statutes Chapter 216B.02, Subd. 4., or to leverage tax benefits as tax owner or to obtain financing, Tenant may, at its sole discretion, assign and/or sublease all or part of its interest under this Agreement to a controlled affiliate of Seller or Tenant, or assign this Agreement in connection with any sale or pledge of any or all of its assets to a third party or bank.
- k. **UCC Terms.** All terms in this Agreement that are not otherwise defined herein and are defined in the Minnesota Uniform Commercial Code, as amended from time to time ("**UCC**") shall have the meanings set forth in the UCC and such meanings will automatically change at the time that any amendment to the UCC, which changes such meanings, becomes effective.
- l. **Definitions.** Any capitalized term not defined herein shall have the meaning given to it in the Purchase Agreement, unless otherwise stated.
- m. **Marketing and Promotion.** Tenant shall not use Customer's name, image or likeness in connection with advertising and promoting the Project or the Energy System without Customer's approval, which shall not be unreasonably withheld.
- n. **Utility Exclusivity / Subordination to Utility Agreements.** All electric power generated from the Energy System will be used on-Site by the Customer or exported to the Utility, and will not be sold to any third party. The Parties agree the Utility retains exclusive control of all power otherwise provided to the Customer. Tenant makes no claims to Renewable Energy Certificates associated with the Project. No portion of this Agreement is intended to conflict with any Utility Agreements to which Seller, Customer or Tenant are a party. In the case of a conflict between the terms or conditions of this Agreement and the Utility Agreements, the terms and conditions of the Utility Agreements shall control. Utility, or its successors and assigns, is a third-party beneficiary of the provision of

this paragraph. Nothing in this Agreement shall prevent Utility, from fully enforcing the terms and conditions of the Utility Agreements.

- o. **Data Practices.** Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Seller in performing this Agreement is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes Chapter 13, and Seller must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes, Section 13.08 apply to Seller. Seller does not have a duty to provide access to public data to the public if the public data are available from the Customer, except as required by the terms of this Agreement.
- p. **Proprietary Information.** Information claimed by Seller to be proprietary, trade secret or business data shall be governed by the standards required for "Trade Secret Information" as defined in MGDPA, Section 13.37(b) and as it may otherwise be referenced in the MGDPA. All of the data created, collected, received, stored, used, maintained, or disseminated by or to the Customer under this Agreement is subject to the requirements of the MGDPA. The Parties acknowledge that the classification of any government data is governed by the MGDPA and not by the understanding of either the Customer or the Seller. Notwithstanding any other provision in this Agreement, the Customer's obligation is to maintain and release the data in a manner that is consistent with the MGDPA, provided, however, that Customer agrees to provide prompt written notice to the Seller when Customer receives a request under the MGDPA for data concerning the terms of the Agreement, including the Agreement itself ("Contract Data"), not including presentations, memoranda and information previously disclosed publicly. When Customer receives a request for Contract Data, Customer shall notify Seller of the request promptly in writing. Customer shall reasonably wait to disclose the Contract Data until the later of (i) Seller getting a judicial determination by a judicial officer, arbitrator, or administrative law judge on the public or nonpublic designation of the Data or (ii) the last day that, in Customer's sole discretion, Customer must make such disclosure to avoid being at risk of a successful claim from the requester that Customer is in violation of the MGDPA. Customer remains solely responsible for the initial determination of whether the requested Contract Data is public or private/nonpublic, but the parties acknowledge that any final determination by a judicial officer, arbitrator, or administrative law judge, or appellate review thereof, will control. If the Customer determines that some or all of the Contract Data is public under section 13.03 of the MGDPA, Customer shall provide prompt written notice to Seller prior to Customer's disclosure of such data so that Seller, its sole expense, shall have the opportunity to object to such disclosure in writing and seek a determination by a judicial officer, arbitrator, or administrative law judge that such data constitutes trade secret information or business data under the MGDPA and therefore cannot be disclosed under the MGDPA. In no event shall Customer be required by the Seller under this Agreement to withhold or delay disclosure of public data contrary to requirements of the MGDPA. Notwithstanding the notice and timing provisions in this Subsection 16p., Customer shall not

be liable to Seller for any failure to give notice or otherwise to timely respond to Seller regarding a third-party request for data. Seller's claims against the Customer shall be limited to private actions it may have, if any, for Customer's failure to follow the MGDPA.

- q. **Record Keeping Availability and Retention.** Pursuant to Minnesota Statutes, Section 16C.05, subd. 5, Seller agrees that the books, records, documents and accounting procedures and practices of Seller, that are relevant to the Agreement or transaction, are subject to examination by the Customer and the state auditor for a minimum of six (6) years. Seller shall maintain such records for a minimum of six (6) years after final payment.
- r. **Non-Discrimination.** Pursuant to Minnesota Statutes, Section 181.59, the Seller will take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age. The Seller agrees to be bound by the provisions of Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this Agreement.
- s. **Additional Information Required by the Solar for Schools Grant Program:** Fair Market Value, Recycling Cost information, and 25 Year Cashflow Analysis are provided in **Schedule D**. All electronic equipment including but not limited to Solar panels, Inverters, Optimizers and electronic components that are disposed of by Tenant will be managed by Tenant in accordance with then applicable recycling regulations. End of Life Energy System Removal and Disposal will be performed by the Customer at Customer's expense.

The Parties hereto have caused this Agreement to be duly signed in their respective names as of the Effective Date.

Tenant
iDEAL Energies Solar Leasing, LLC

By: _____
Rich Ragatz, its Vice President

Dated: _____

Customer:
Independent School District No. 200 - Hastings Public Schools

By: _____
Dr. Tammy Champa, its Superintendent

Dated: _____

SCHEDULE A

Site Plan

Plan View Drawing indicating the final location of the Energy System on the Leased Space and the point of interconnection of the Energy System with the electrical system at the Site

[The above document is provided by Seller, and is included in the Owner's Manual that is provided to Customer after Substantial Completion]

SCHEDULE B

Maintenance Services

1. Operation and Maintenance Standard of Care. Tenant will use commercially reasonable efforts to identify, respond to, and complete necessary maintenance and repairs and to operate the Energy System to operate the Energy System in accordance with the Design Documents and manufacturers' Operating Manuals (as described in the Purchase Agreement). Notwithstanding the foregoing, the Parties understand that delays may be caused by multiple reasons including without limitation, delay in the identification of operational issues, troubleshooting issues, warranty replacement, warranty procurement, force majeure, parts availability, parts delivery, crew availability, equipment defects, equipment performance, internet downtime, and similar causes.

2. Maintenance Services. The following Maintenance Services ("**Maintenance Services**") are provided by Tenant at Tenant's sole expense as described in Section 12 of this Agreement:

- A. Weekly performance monitoring via online monitoring system to validate performance of panels and inverters, energy production; benchmark performance vs. similar systems for validation
- B. Identify any defective equipment via on-line monitoring system
- C. Semi-annual site audits of the Energy System performing the following tasks
 - 1. Inspect panels, inverters, and racking for physical damage
 - 2. Clean any debris on or under the solar arrays
 - 3. Ensure labels are intact
 - 4. Check for loose hanging wires, repair as necessary
 - 5. Check electrical connections, tighten/torque as necessary
 - 6. Check for corrosion of electrical enclosures, repair as necessary
- D. Tenant will manage System Component warranty claims on behalf of Customer

3. Fees for Parts Replaced Under Manufacturer's Warranty. For twelve (12) months after the Substantial Completion Date, Tenant will provide the Maintenance Services at Tenant's sole expense. Beginning on the thirteenth (13) month, the following fees will be charged to Customer where Tenant removes and reinstalls parts that are available and replaced under the manufacturer's warranty. Inverters will be serviced as soon as possible after identification of a performance issue. After identification of performance issues, Optimizers will be replaced at least quarterly.

- 1. Panel Replacement & Recycling Services - \$150 / each
- 2. Optimizer Replacement Services - \$65 / each
- 3. Inverter Replacement Services
 - o 20 to 50 kW inverter - \$200 / each
 - o 51 to 100 kW inverter - \$400 / each
 - o >100 kW inverter - \$600 / each

4. Payment for Services. Payment is due for any services provided by Tenant under Section 3 above net 30 days from Tenant's invoice date.

SCHEDULE C
iDEAL Energies Solar Leasing, LLC
Insurance Requirements for Solar Equipment

Contact your insurance company and let them know you are installing solar equipment and need to insure it. Have them issue a Certificate of Insurance described below as required to comply your Facility Lease Agreement's requirements. If your insurance company has any questions about the equipment, the installation or the below, please have them contact **Wendy Vorasane** of iDEAL Energies at **612.928.5008**.

Please have a copy of the Certificate of Insurance emailed to wendy.vorasane@idealenergies.com.

1. List the following information in the 'Certificate Holder's' box:

iDEAL Energies Solar Leasing, LLC
8318 Pillsbury Avenue South Bloomington, MN 55420

2. List the following (or equivalent language) in the 'Descriptions of Operations / Locations / Vehicles' box:

iDEAL Energies Solar Leasing, LLC is named as an additional insured and Loss Payee for the Energy System. Should any of the above-described policies be cancelled before the expiration date, 30 days-notice will be sent in accordance with the policy provisions.

SCHEDULE D

Additional Information Required by the Solar for Schools Grant Program

Fair Market Value

FMV definition per Solar for Schools Grant program is the remaining energy value after termination of the Facility Lease Agreement and Facility Operations Agreement less the End-of-Life Cost of Removal. The FMV of the Customer's Energy System calculated from year 21 through year 40 (expected panel life) is provided below:

Energy Value ¹	\$1,746,611.00
End-of-Life Removal and Disposal ²	<u>-\$102,733.00</u>
FMV	\$1,643,878.00

System Component Reporting and End of Life Recycling

6. System Component Reporting and End of Life Recycling	
6.1	<u>System Level Work Order Execution</u> : At the time of any System level work order execution, Grantee's Developer shall be responsible for returning damaged and/or defective panels through the distribution chain for recycling and inverters to the manufacturer under warranty.
6.2	<u>Operations and Maintenance (O&M)</u> : While engaged in an O&M contract, Grantee's Developer shall be responsible for tracking solar system equipment that ceases to function as intended (for any reason), recycling of any modules or inverters provided under this contract, and reporting this information in accordance with 6.6.
6.3	<u>System Components Under Warranty</u> : Grantee's Developer shall be responsible for tracking System equipment under warranty that cease to function as intended (for any reason), recycling of any modules or inverters provided under this contract, and reporting this information in accordance with 6.6.
6.4	<u>Third Party Ownership</u> : While engaged in a power purchase agreement (or third-party ownership model) contract, the Grantee's contractor shall be responsible for tracking solar system equipment that ceases to function as intended (for any reason), recycling of any modules or inverters provided under this contract and reporting this information in accordance with 6.6.
6.5	<u>End of Life Decommissioning and Recycling</u> : at the time of decommissioning or System removal, Grantee shall be responsible for recycling any modules or inverters provided under this contract and reporting this information in accordance with 6.6.
6.6	<u>Tracking and Reporting</u> : all tracking and recycling of System equipment that ceases to function as intended (for any reason) shall include counts of module and inverter type and be reported on an annual basis, by March 31 for the previous calendar year, to the Minnesota Pollution Control Agency (MPCA). A recycling and reporting form will be available on the Department's webpage and provided upon contract execution.
Deliverable(s):	
<ul style="list-style-type: none"> • Throughout the System's lifetime, a copy of the previous year's recycling and reporting form (which must be submitted to MPCA annually by March 31st for the previous year) is also submitted to the Department via <i>System Production – Annual Check-In</i> form. • Throughout the System's lifetime, the <i>System Production – Annual Check-In</i> form is satisfactorily completed annually beginning 12 months after System commissioning and is submitted online via the Department's GIW. 	

¹ Energy Produced (kWh) during years 21 to 40 multiplied by the then effective utility rate.

² 40 year End-of-Life Removal and Disposal estimated cost is based on the following 2023 costs and an annual escalator of 3.5%: 516 panels @ 49.6 lb./each and \$0.40/lb.; 258 - SolarEdge P960 Power Optimizers @ 2.34 lb./each and \$0.25/lb.; 1 @ SolarEdge SE100k480V(1) & SE80k480V(1) Inverter(s) at 78.2 lb./each and \$0.25/lb.; 16 hours electrician @ \$120/hr.; 160 hours general labor @ \$75/hr.; 4 40 yard dumpster \$400 each; all metals recycled at zero cost.

**25 Year System Cashflow Analysis
SFS24-5012**

**The 25 Year System Cashflow Analysis is hereby
incorporated into this Agreement by Reference**

Power Purchase Agreement

239.940 kW DC JinkoJKM465M-TV Solar Panels with 180.00 kW AC SolarEdge SE100k480V(1) & SE80k480V(1) Inverter(s), SolarEdge P960 Power Optimizers & Unirac, PanelClaw (or equivalent) Ballasted Racking

Solar For Schools Grant Program

This **POWER PURCHASE AGREEMENT** ("Agreement"), dated **March 26, 2025** ("Effective Date") is between **iDEAL Energies Solar Leasing, LLC**, a Minnesota limited liability company, whose principal place of business is located at **8318 Pillsbury Avenue South Bloomington, MN 55420, MN 55420** ("Tenant"), and **Independent School District No. 200 - Hastings Public Schools**, a **Minnesota Public School**, whose principal place of business is located at **1000 11th St W, Hastings, MN 55033-2597** ("Customer"). Tenant and Customer are sometimes also referred to in this Agreement jointly as "**Parties**", or individually as a "**Party**".

RECITALS

- A. Tenant leases, operates and maintains the photovoltaic solar electric system described in Schedule A ("**Energy System**") located at the Site, as defined in that certain **Purchase Agreement** between Customer and **Ideal Energies, LLC** ("**Seller**") of even date herewith ("**Purchase Agreement**") pursuant to a Facility Lease Agreement between the Parties of even date herewith ("**Facility Lease Agreement**").
- B. Tenant desires to provide renewable electric power inclusive of all rights to its RECs to Customer, and Customer desires to purchase from Tenant all such electricity which is produced by the Energy System.
- C. Customer has or will apply for the Tariff. Contemporaneous or near the Substantial Completion Date for the Energy System, Customer will enter into Utility Agreements with Utility pursuant to which Customer will interconnect the Energy System to the Utility's grid.
- D. Customer (or its tenant) is eligible to participate in the Utility's **Net Metering Program**, Rate Codes A53/A54 (monthly net metering) where Customer (or its tenant) is compensated by Utility at the applicable rate specified in the Rate Code for each kWh produced from the Energy System that exceeds the Site's consumption ("**Net Metering Credit**"). Under this program, the energy generated from the Energy System is available for on-Site use and reduces the total units of energy (kWh) that Customer (or its tenant) would otherwise purchase from Utility.
- E. Pursuant to the Facility Lease Agreement, for tax purposes, Customer and Tenant intend Tenant to be the owner of the system for income tax purposes.
- F. Any capitalized term not defined herein shall have the meaning given to it in the Purchase Agreement, unless otherwise stated.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises of the Parties hereto and for other

Customer	Independent School District No. 200 - Hastings Public Schools
Utility	Xcel Energy
Site	Hastings High School 200 General Sieben Drive, Hastings, MN 55033
Xcel Premise #	302764701

good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Contingency.** The Parties' performance under this Agreement is contingent on Substantial Completion occurring for the Project in accordance with the terms of the Purchase Agreement.
2. **Power Purchase.** Tenant shall deliver all power generated from the Energy System to Customer at the point of interconnection shown on Schedule A of the Facility Lease Agreement.
 - a. **Power Payments.** Customer will pay Tenant the fixed monthly Power Payments specified in **Schedule A** ("**Power Payments**"), which may be amended pursuant Section 18 of the Facility Lease Agreement.
 - b. **Payment Remittance / Sales Tax.** The Power Payments are due monthly beginning on the first day of the first month following the Substantial Completion Date and continuing each month until expiration of the Term (as defined below) of this Agreement. Power Payments do not include any sales tax. Sales tax will be added to the Power Payments based on Customer's applicable sales tax rate. Customer will remit and mail payments to Tenant, or its assignee, to the address below:

iDEAL Energies Solar Leasing, LLC
8318 Pillsbury Avenue South
Bloomington, MN 55420
3. **Ownership of Renewable Energy Certificates.** Customer will convey to the Utility all RECs generated by the Energy System in accordance with MN 216C.375, subd. 12. For purposes of this Agreement, RECs include all attributes of an environmental or other nature that are created or otherwise arise from the Energy System, including without limitation, tags, certificates or similar projects or rights associated with solar energy as a "green" or "renewable" electric generation resource. RECs shall also include any other environmental attribute intended to be transferred to the Utility under the Utility Agreements.
4. **Term.** The term of this Agreement shall begin on the Substantial Completion Date and shall terminate on the last day of the **20th** year thereafter ("**Term**").
5. **Late Charge / Costs of Collection.** In the event Customer fails to make any payment when due, Customer agrees that Tenant may charge interest at the rate provided in Minnesota Statutes 549.09, subd. 1(c)(1)(i) on a monthly basis on the amount of any payments remaining unpaid more than ten (10) days from the due date until paid in full.
6. **Grant of Security Interest.** To secure the payment and performance of all of Customer's liabilities, obligations and covenants under this Agreement or the Facility Lease Agreement, Customer hereby grants to Tenant a continuing security interest in any interest the Customer has in the

Energy System, together with all attachments, accessories or replacement parts placed upon the Energy System, and in all proceeds of each of the foregoing, to the extent allowable by Minnesota law. Upon the request of Tenant, Customer shall promptly obtain a subordination agreement in favor of Tenant from any third-party lienholder who may have a lien or security interest in any of the foregoing. Tenant's security interest and other rights under this Section shall be extinguished upon the later of termination of this Agreement and the Facility Lease Agreement and performance of all of Customer's obligations hereunder and thereunder, and Tenant shall execute and file any evidence of such extinguishment reasonably requested by Customer.

7. **Insurance.** Customer shall keep the Energy System insured against loss by fire, theft, hail and wind and such other hazards as required by the Facility Lease Agreement. The loss, injury or destruction of the Energy System shall not release Customer from making all Power Payments.

8. **Events of Default.** Each of the following shall constitute an event of default ("**Event of Default**"):

- a. Customer shall fail to make any payment to Tenant when due hereunder, Tenant has notified Customer of such failure, and the failure has continued without cure by Customer or written waiver by Tenant for a period of thirty (30) days after the notice of failure;
- b. Customer shall breach in any material respect any representation, warranty or covenant contained in any Transaction Documents (as defined in the Purchase Agreement), Tenant has notified Customer of the breach, and the breach has continued without cure by Customer or written waiver by Tenant for a period of thirty (30) days after the notice of breach;
- c. Customer becomes insolvent, make an assignment for the benefit of creditors or file any petition under bankruptcy, reorganization, insolvency or moratorium law, or any other law for the relief of debtors;
- d. Any involuntary petition shall be filed under any bankruptcy statute against Customer or any receiver, trustee, or similar official shall be appointed to take possession of the properties of Customer unless such petition or appointment ceases to be in effect within thirty (30) days of such filing or appointment;
- e. Customer fails to comply with any of its obligations under any of Customer's agreements with the Utility; or
- f. Customer's failure or refusal to allow Tenant to repair and recommission an Energy System following a casualty loss.

9. **Remedies.**

- a. If an Event of Default occurs, Tenant may, at its option, exercise any one or more of the following remedies:
 - i. Declare all amounts due or to become due under this Agreement immediately due and payable;
 - ii. Recover any additional damages and expenses sustained by Tenant by reason of the Event of Default;
 - iii. Enforce the security interest granted hereunder, in which event Customer agrees to make the Energy System available to Tenant at a place or places acceptable to Tenant and Tenant shall have the right to take possession of the Energy System without legal process for which purpose Tenant may enter any premises where the Energy System

may be found without legal process and without breaching the peace, provided that in such case the fair market value of the Energy System shall offset any amounts due under this Agreement;

- iv. Retain all payments made by Customer as liquidated damages for the non-performance of this Agreement, for use of the Energy System and for depreciation thereof;
- v. Exercise any other remedies available under law, including those under Article 9 of the UCC.

b. In the event the Energy System is sold, foreclosed on, or repossessed in the manner provided herein or by law and the fair market value of the Energy System as determined by a qualified independent third-party appraiser is not sufficient to pay the amount due under this Agreement, Customer agrees to pay immediately to Tenant such deficiency. In the event the Energy System is sold, foreclosed on, or repossessed in the manner provided herein or by law and the fair market value of the Energy System exceeds the amount that Customer is required to pay Tenant under this Agreement, Tenant agrees to pay immediately to Customer such excess.

c. The remedies provided herein shall be cumulative and may be exercised singularly, concurrently or successively with and in addition to all other remedies in law or equity. If either Party fails to perform any of its obligations under this Agreement, the other Party may (but need not) at any time thereafter perform such obligation, and the expenses incurred in connection therewith shall be payable in full by the nonperforming Party upon demand. In addition, the nonperforming Party agrees to pay the other Party's reasonable attorney's fees and costs of collection in pursuing any remedies.

10. **Annual Energy Production Not Guaranteed.** THE PARTIES UNDERSTAND AND AGREE THE ANNUAL ENERGY PRODUCTION FROM THE ENERGY SYSTEM MAY VARY FROM ANNUAL PROJECTIONS FOR REASONS BEYOND THE PARTIES CONTROL INCLUDING WITHOUT LIMITATION SEASON WEATHER VARIATIONS, ROUTINE AND NON-ROUTINE MAINTENANCE CAUSING DOWNTIME, EQUIPMENT PERFORMANCE, PROCESSING ANY EQUIPMENT WARRANTIES FOR MALFUNCTIONING EQUIPMENT, FORCE MAJEURE, ETC. THE PARTIES UNDERSTAND THAT THE UTILITY BILL CREDITS, [INCENTIVES/RECS], NET METERING CREDITS, AND UTILITY BILL SAVINGS THAT ARE RECOGNIZED BY THE PROJECT WILL VARY WITH UTILITY RATES, THE ENERGY SYSTEM'S ENERGY PRODUCTION, ACTUAL SITE ENERGY DEMAND OR CONSUMPTION PROFILES, OR SIMILAR, AND THAT THE ACTUAL AMOUNTS RECOGNIZED OR RECEIVED BY THE PARTIES WILL VARY ACCORDINGLY. TENANT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, THAT PRODUCTION WILL MATCH PROJECTIONS, AND CUSTOMER AND TENANT ASSUME THE VARIABILITY OF POTENTIAL OUTCOMES AT THEIR SOLE RISK.

11. **Utility Bill & Net Metering Credits.** The Utility Bill Credits and Net Metering Program (as described in the Purchase Agreement), are owned by, and for the exclusive use of Customer. In the event the actual Utility Bill Credits or Net Metering Credits received are greater or less than the expected, there will be no adjustment to the terms of this Agreement, and each Party waives its right to recover any surplus or deficiency from the other Party.
12. **Customer's Maximum Power Payment Obligation.** The Customer's maximum Power Payment obligation to Tenant under this Agreement is the sum of all the Power Payments listed in **Schedule A**.
13. **Power Payment Adjustment.** Except where the reimbursement due under this Section is caused by Customer's breach of this Agreement, or the Energy System being non-operational during Energy System replacement or periods of Customer's Maintenance performed in accordance with Sections 12 or 13 of the Facility Lease Agreement, if the Energy System does not produce 85% of the estimated energy production (kwh/year) calculated on a calendar year basis excluding any fractional years, at the end of each calendar year, Tenant will reimburse Customer within ninety (90) days after the then end of that calendar year as follows:
- Total payments paid to Tenant during a calendar year * (1 - (actual annual kWh produced / 85% of the estimated kWh produced)).
 - For example, in year 1, the Energy System is estimated to produce 10,000 kWh, the system produces 8,000 kWh, or 80% of the estimated energy production, and Total Payments paid to Tenant are \$1,000. A \$58.82 cash reimbursement will be paid to Customer that is calculated as follows: $\$1,000.00 * (1 - (80\%/85\%)) = \58.82 .
14. **Guaranteed Energy Savings Contract.** This is a guaranteed Energy Savings agreement for an Energy Conservation Measure intended to comply with Minn. Stat. Section 471.345 whereby, Tenant agrees that the annual utility, operation and maintenance savings provided to Customer during the Term will meet or exceed the cost of energy conservation measures. All payments, except obligations on termination of the Agreement before its expiration, will be made over time, but not to exceed 20 years from the date of the Energy System's final installation. Payment of not less than 1/20 of the price to be paid will be paid within the initial two years of the date of the first operation of the Energy Systems, with the remaining payments to be made monthly. Such savings are guaranteed to the extent necessary to make payments for the Energy System.
15. **Miscellaneous.**
- Relationship of the Parties.** No provision of this Agreement may be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither may be considered the agent of the other.
 - Entire Agreement / Recitals Integral.** This Agreement and all schedules, exhibits and attachments hereto, together with any agreement reference herein, constitute the entire agreement and understanding of the Parties relative to the subject matter hereof. The Parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter. The Recitals set forth above in this Agreement are and for all purposes shall be interpreted as being an integral part of this Agreement and are incorporated by reference.
- Survival of Representations.** All representations, warranties, covenants and agreements of the Parties contained in this Agreement, or in any instrument, certificate, exhibit or other writing provided for in it, shall survive the execution of this Agreement and the consummation of the transactions contemplated herein.
 - Amendment.** This Agreement may be amended or modified only by a writing executed by the Parties to this Agreement. No custom or practice of the Parties at variance with the terms hereof shall have any effect. Notwithstanding the foregoing, the Parties agree to amend this Agreement to incorporate any additional language required to accommodate the Solar for Schools Grant Program requirements or other reasons consistent with the intended purpose of this Agreement.
 - Notices.** All notices to be given under this Agreement shall be in writing and shall be effectively given upon personal delivery, facsimile or email transmission (with confirmation of receipt), delivery by overnight delivery service or three days following deposit in the United States Mail (certified or registered mail, postage prepaid, return receipt requested).
 - No Delay.** No delay or failure on the part of any Party hereto to exercise any right, power or privilege hereunder shall operate as a waiver thereof.
 - Force Majeure.** Neither Party will be liable to the other Party for any delay, error, failure in performance or interruption of performance resulting from causes beyond its reasonable control, including without limitation fires, flood, accidents, explosions, sabotage, strikes or other labor disturbances, civil commotion, riots, invasions, wars, acts of God, acts of government, terrorism, delayed governmental process, international tariffs, inability to timely obtain a permit, inability to timely receive interconnection approval or response from Utility, inability to obtain sufficient qualified labor, or any cause (whether similar or dissimilar to the foregoing) beyond the reasonable control of the Party.
 - Governing Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota without regard to its conflict of laws principals. Any lawsuit brought in connection with this Agreement shall be brought only in a court of general jurisdiction in Dakota County, Minnesota.
 - Severability.** The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.
 - Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement, nor any portion thereof, without the prior written consent of the other Party. Any other attempted assignment or

transfer without prior written consent of the other Party shall be of no force or effect. As to any permitted assignment: (i) reasonable prior notice of any such assignment shall be given to the other Party; and (ii) any assignee shall expressly assume the assignor's obligations hereunder, unless otherwise agreed to by the other Party in writing. Notwithstanding the foregoing, as may be required for Tenant to avoid being classified as a Public Utility under Minnesota Statutes Chapter 216B.02, Subd. 4., or to leverage tax benefits as tax owner or to obtain financing, Tenant may, at its sole discretion, assign all or part of its rights under this Agreement to a controlled affiliate of Seller or Tenant, or assign this Agreement in connection with any sale or pledge of any or all of its assets to a third party or bank.

- j. **UCC Terms.** All terms in this Agreement that are not defined herein and are defined in the Minnesota Uniform Commercial Code, as amended from time to time ("**UCC**") shall have the meanings set forth in the UCC and such meanings will automatically change at the time that any amendment to the UCC, which changes such meanings, becomes effective.
- k. **Definitions.** Any capitalized term not defined herein shall have the meaning given to it in the Purchase Agreement, unless otherwise stated.
- l. **Marketing and Promotion.** Tenant shall not use Customer's name, image or likeness in connection with advertising and promoting the Project or the Energy System without Customer's approval, which shall not be unreasonably withheld.
- m. **Utility Exclusivity / Subordination to Utility Agreements.** All electric power generated from the Energy System will be owned by Customer and used on-Site by Customer or exported to the Utility. Tenant makes no claims to Renewable Energy Certificates associated with the Project. No portion of this Agreement is intended to conflict with any Utility Agreements to which Seller, Customer or Tenant are a party. In the case of a conflict between the terms or conditions of this Agreement and the Utility Agreements, the terms and conditions of the Utility Agreements shall control. Utility, or its successors and assigns, is a third-party beneficiary of the provision of this paragraph. Nothing in this Agreement shall prevent Utility, from fully enforcing the terms and conditions of the Utility Agreements.

- n. **Data Practices.** Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Tenant in performing this Agreement is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes Chapter 13, and Tenant must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes, Section 13.08 apply to Tenant. Tenant does not have a duty to provide access to public data to the public if the public data are available from the Customer, except as required by the terms of this Agreement.
- o. **Proprietary Information.** Information claimed by Tenant to be proprietary, trade secret or business data shall be governed by the standards required for "Trade Secret Information" as defined in MGDPA, Section 13.37(b) and as it may otherwise be referenced in the MGDPA. All of the data created, collected, received, stored, used, maintained, or disseminated by or to the Customer under this Agreement is subject to the requirements of the MGDPA. The Parties acknowledge that the classification of any government data is governed by the MGDPA and not by the understanding of either the Customer or the Tenant. Notwithstanding any other provision in this Agreement, the Customer's obligation is to maintain and release the data in a manner that is consistent with the MGDPA, provided, however, that Customer agrees to provide prompt written notice to the Tenant when Customer receives a request under the MGDPA for data concerning the terms of the Agreement, including the Agreement itself ("Contract Data"), not including presentations, memoranda and information previously disclosed publicly. When Customer receives a request for Contract Data, Customer shall notify Tenant of the request promptly in writing. Customer shall reasonably wait to disclose the Contract Data until the later of (i) Tenant getting a judicial determination by a judicial officer, arbitrator, or administrative law judge on the public or nonpublic designation of the Data or (ii) the last day that, in Customer's sole discretion, Customer must make such disclosure to avoid being at risk of a successful claim from the requester that Customer is in violation of the MGDPA. Customer remains solely responsible for the initial determination of whether the requested Contract Data is public or private/nonpublic, but the parties acknowledge that any final determination by a judicial officer, arbitrator, or administrative law judge, or appellate review thereof, will control. If the Customer determines that some or all of the Contract Data is public under section 13.03 of the MGDPA, Customer shall provide prompt written notice to Tenant prior to Customer's disclosure of such data so that Tenant, its sole expense, shall have the opportunity to object to such disclosure in writing and seek a determination by a judicial officer, arbitrator, or administrative law judge that such data constitutes trade secret information or business data under the MGDPA and therefore cannot be disclosed under the MGDPA. In no event shall Customer be required by the Tenant under this Agreement to withhold or delay disclosure of public data contrary to requirements of the MGDPA. Notwithstanding the notice and timing provisions in this Subsection 16o., Customer shall not be liable to Tenant for any failure to give notice or otherwise to timely respond to Tenant regarding a third-party request for data. Tenant's claims against

the Customer shall be limited to private actions it may have, if any, for Customer's failure to follow the MGDPA.

- p. **Record Keeping Availability and Retention.** Pursuant to Minnesota Statutes, Section 16C.05, subd. 5, Tenant agrees that the books, records, documents and accounting procedures and practices of Tenant, that are relevant to the Agreement or transaction, are subject to examination by the Customer and the state auditor for a minimum of six (6) years. Tenant shall maintain such records for a minimum of six (6) years after final payment.
- q. **Non-Discrimination.** Pursuant to Minnesota Statutes, Section 181.59, the Tenant will take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age. The Tenant agrees to be bound by the provisions of Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this Agreement.
- r. **Services Contract.** This Agreement purports to be a "service contract" within the meaning of Section 7701(e) of the Code; further, each party hereto agrees to report payments made and received hereunder in a

manner consistent with this Agreement being a "service contract" for all income tax purposes.

The Parties hereto have caused this Agreement to be duly signed in their respective names as of the Effective Date.

Tenant
iDEAL Energies Solar Leasing, LLC

By: _____
Rich Ragatz, its Vice President

Dated: _____

Customer:
Independent School District No. 200 - Hastings Public Schools

By: _____
Dr. Tammy Champa, its Superintendent

Dated: _____

**SCHEDULE A
Payment Schedule**

239.940 kW DC JinkoJKM465M-TV Solar Panels with
180.00 kW AC SolarEdge SE100k480V(1) & SE80k480V(1) Inverter(s)(s), SolarEdge P960 Power
Optimizers & Unirac, PanelClaw (or equivalent) Ballasted Racking

iDEAL Energies Solar Leasing, LLC			
Year	Estimated Production (kWh/year)	Payment (\$/year)	Payment (\$/month)
1	269,933	\$ 10,638.12	\$ 886.51
2	268,718	\$ 10,960.80	\$ 913.40
3	267,509	\$ 11,293.44	\$ 941.12
4	266,305	\$ 11,636.16	\$ 969.68
5	265,107	\$ 11,989.20	\$ 999.10
6	263,914	\$ 12,352.92	\$ 1,029.41
7	262,726	\$ 12,727.80	\$ 1,060.65
8	261,544	\$ 13,113.96	\$ 1,092.83
9	260,367	\$ 13,511.88	\$ 1,125.99
10	259,195	\$ 13,921.80	\$ 1,160.15
11	258,029	\$ 14,344.32	\$ 1,195.36
12	256,868	\$ 14,779.56	\$ 1,231.63
13	255,712	\$ 15,228.00	\$ 1,269.00
14	254,561	\$ 15,690.00	\$ 1,307.50
15	253,415	\$ 16,166.04	\$ 1,347.17
16	252,275	\$ 16,656.60	\$ 1,388.05
17	251,140	\$ 17,162.04	\$ 1,430.17
18	250,010	\$ 17,682.84	\$ 1,473.57
19	248,885	\$ 18,219.36	\$ 1,518.28
20	247,765	\$ 18,772.20	\$ 1,564.35
TOTAL		\$286,847.04	



Solar Array Purchase, Facility Lease & Power Purchase Agreements

320.850 kW DC JinkoJKM465M-TV Solar Panels with
250.00 kW AC SMA SMA125k480V(2) Inverter(s),
& APA, Unirac, Schletter (or equivalent) Groundmounted Racking

Solar For Schools Grant Program

Customer & Site Information

Effective Date: March 26, 2025
Customer: **Independent School District No. 200 - Hastings Public Schools**
Customer Corporate Form: Minnesota Public School
Customer Mailing Address: 1000 11th St W, Hastings, MN 55033-2597
Customer Signer Name: Dr. Tammy Champa
Customer Signer Title: Superintendent
Customer Authorized Representative: Jennifer Seubert
Customer Authorized Representative Tel: 651-480-7000
Site Address: **1175 Tyler St, Hastings, MN 55033**
Premise Number: **303405005**
Site Owner: Independent School District No. 200
Site Owner Mailing Address: 1000 11th St W, Hastings, MN 55033-2597
Utility: Xcel Energy, d/b/a Northern States Power, and its successors and assigns

Project Information

Nameplate Capacity: **320.850 kW DC** (+/- 0.50 kW DC) oriented at approximately 180°
Installation Cost: **\$821,370.00**
Substantial Completion Date: December 31, 2025
Incentive Name: Solar For Schools Grant Program
Incentive Payer: State of Minnesota
REC Owner: Utility
Solar Panel Description: JinkoJKM465M-TV (72 cell Tier 1, CEC listed, or DNV-GL Rated Top Performer)
Solar Panel Size in Watts DC: 465 (Watts DC)
Inverter Description: SMA SMA125k480V(2) Inverter(s)
Total Inversion in kW AC: **250.00 (kW AC)**
Power Optimizer Description:
Solar Racking Description: APA, Unirac, Schletter (or equivalent) Groundmounted Racking

Facility Lease & Power Purchase Agreement Information

Site Name / Use: Kennedy Elementary / Elementary School
Tenant: iDEAL Energies Solar Leasing, LLC
Tenant Signer Name: Rich Ragatz
Tenant Signer Title: Vice President
Leased Space Rent Payment: \$90.00 per year
Leased Energy System Rent Payment: \$10.00 per year

Purchase Agreement

**320.850 kW DC JinkoJKM465M-TV Solar Panels
with 250.00 kW AC SMA SMA125k480V(2)
Inverter(s), & APA, Unirac, Schletter (or
equivalent) Groundmounted Racking**

Solar For Schools Grant Program

Customer	Independent School District No. 200 - Hastings Public Schools
Utility	Xcel Energy
Site	Kennedy Elementary 1175 Tyler St, Hastings, MN 55033
Xcel Premise #	303405005

This **PURCHASE AGREEMENT** (“**Agreement**”), dated **March 26, 2025** (“**Effective Date**”) is between **IDEAL ENERGIES, LLC**, a Minnesota limited liability company, whose principal place of business is located at **8318 Pillsbury Avenue South Bloomington, MN 55420** (“**Seller**”), and **Independent School District No. 200 - Hastings Public Schools**, a **Minnesota Public School**, whose principal place of business is located at **1000 11th St W, Hastings, MN 55033-2597** (“**Customer**”). Seller and Customer are sometimes also referred to in this Agreement jointly as “**Parties**”, or individually as a “**Party**”.

RECITALS

- A. Seller sells and installs grid-tied photovoltaic solar electric systems (“**Energy System**”) and Customer desires to purchase and install an Energy System on the Site location described above (“**Site**”) in accordance with the terms and conditions set forth in this Agreement.
- B. On Customer’s behalf, Seller has submitted a School Readiness Application to the MN Department of Commerce for obtaining the Incentive (defined below) for the Project (as defined below), the School Readiness Application Incentive has been approved, and after Seller submits the Full Grant Application for the Project, Seller will install the Energy System in accordance with the terms and conditions set forth in this Agreement.
- C. Customer will, with the reasonable assistance of Seller, apply to the Utility for approval to interconnect its Energy System to the Utility’s grid, apply for the Tarriff (as defined below), and execute Utility Agreements (as defined below) with the Utility.
- D. Customer will, in connection with this Agreement, enter into a Facility Lease Agreement with **iDEAL Energies Solar Leasing, LLC** (“**Tenant**”) pursuant to which Tenant will lease, operate and maintain the Energy System (“**Facility Lease Agreement**”).
- E. Customer will, in connection with this Agreement, enter into a Power Purchase Agreement (“**Power Purchase Agreement**”, together with this Agreement, and the Facility Lease Agreement, the “**Transaction Documents**”) with Tenant pursuant to which Tenant will provide power generated by the Energy System to Customer.
- F. **Contingency.** The Parties performance under this Agreement is contingent on the Project securing the Incentive (defined below) for the Energy System, and a pull test has been performed validating site conditions are suitable for installing the ground mounted Energy System.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Project.** Seller will perform electrical engineering on the Energy System, perform structural engineering on the Site to verify it is adequate to support the Energy System, provide and install an Energy System with a Nameplate Capacity of **320.850 kW DC** (+/- 0.50 kWDC) on the Site, and perform Energy System commissioning. The “**Project**” will consist of the Energy System components identified on **Schedule A** (“**System Components**”) and the Project’s design documents (“**Design Documents**”).
2. **Title and Risk of Loss.** Title and risk of loss for the Energy System and Design Documents will pass to Customer upon Substantial Completion (as defined below). Notwithstanding the foregoing, as of the Effective Date, and as further set forth in this Agreement, Customer agrees to maintain insurance in its own name, and with Seller as an additional insured, to fully insure the Site during the term of this Agreement.
3. **Purchase and Sale; Installation Cost; Payment Terms.** Seller agrees to sell and Customer agrees to purchase the Project and the services provided for hereunder for the total installation cost of **\$821,370.00** (“**Installation Cost**”). The Installation Cost for the Project will be paid pursuant to the Facility Lease Agreement. The actual Installation Cost paid to Seller and/or the Tenant’s Tax Basis for the Energy System may vary from the amounts stated or contemplated by this Agreement.
4. **Customer’s Representations and Responsibilities.**
 - a. Customer represents that the Site is owned by Customer as described in **Schedule B**.
 - b. Customer represents that it is not a party to any litigation that would materially or adversely affect its ability to enter into or perform under the Transaction Documents.
 - c. The Authorized Signer(s) listed in **Schedule B** (“**Authorized Signer**”) are legally authorized to act on behalf of Customer and, subject to required school board approvals, have the authority to approve or execute Amendments (as defined below), and otherwise modify this Agreement. The Customer’s Representative listed in **Schedule B** (“**Customer’s Representative**”) will serve as the Seller’s Site contact, and the 24-hour contact for communicating with the Utility for any planned or emergency issues related to the Energy System.
 - d. Where any of the Customer’s utility meters are located indoors, Customer will provide Utility with 24-hour unescorted keyless access to all the utility meters.
 - e. Customer will, at least three weeks before the Substantial Completion Date, provide and maintain either a live wireless internet connection or a live RJ45

Internet outlet near the electrical room or other agreed upon location for connecting the Energy System's web-based monitoring equipment (a.k.a. Data Biscuit). If Customer does not provide the foregoing, Seller will provide and install a cellular device for exclusive use by the Energy System, as set forth on **Schedule A**. Customer will be responsible for any cellular service provider data charges.

5. **Seller's Representations and Responsibilities.**

- a. As a part of the Project, Seller will provide all System Components, Design Documents, labor, equipment, supplies and services necessary to install the Energy System at the Site in accordance with the "Scope of Work" described in **Schedule C** ("**Work**").
- b. Seller has conducted a review and inspection of the Site and has made an initial determination that the Site is viable for purposes of the Project and that no additions or improvements to the Site by Customer are required. To the extent any such additions or improvements are required, any related costs, if incurred, would be borne by Seller.
- c. Seller's electrical engineers have performed site visits, prepared electrical engineering drawings, applied to the Utility for permission to interconnect the solar array to the Utility's grid, and has received such approval for the Project.
- d. Seller's civil engineers will perform a pull test at the site to validate the soil conditions are adequate to work with the ground mounted racking for the project, and will issue a pull test report validation the same.
- e. Seller shall comply with all applicable laws, rules, regulations, governmental approvals and permits, including all applicable agreements with, and tariffs of, the Utility (collectively, "**Applicable Requirements**").

6. **Project Schedule; Substantial Completion; Final Completion.**

- a. Customer and Seller will work together to develop a proposed work plan and schedule for the Project ("**Project Schedule**") to be substantially complete by **December 31, 2025** ("**Substantial Completion Date**"). If events arise which make achievement of Substantial Completion by the Substantial Completion Date impracticable, such as force majeure (as described in Section 15.g. below), availability of System Components or equipment, and other reasonable delays, Seller will promptly notify Customer of the same, and the Parties will adjust the Project Schedule accordingly. No penalties are due for changes or delays in execution of the Project Schedule.
- b. The Project will be substantially complete when the Utility performs a witness test and the Energy System is turned on and is capable and authorized under Applicable Requirements to generate and deliver electric energy to Customer and the Utility's electrical grid at the interconnection point ("**Substantial Completion**"). The date on which Substantial Completion is achieved is the Substantial Completion Date ("**Substantial Completion Date**").
- c. Upon Seller's completion of unfinished work remaining at the time of Substantial Completion ("**Punchlist**

Work") the Project will be fully complete ("**Final Completion**").

7. **Changes.**

- a. It is the desire of the Parties to keep changes to the terms of this Agreement to a minimum, including changes to the Project Schedule. Either Party may request a change by advising the other Party in writing of the proposed change. If (a) Customer elects to purchase any additional services from Seller, as further described on **Schedule A** ("**Optional Services**"), or (b) any change in the Project or the Work, is required to address unforeseen Site conditions, the circumstances of Section 7.b, or other events or circumstances, the Parties will execute a written Amendment to document the change ("**Amendment**").
- b. Seller may substitute System Components in accordance with the requirements of this Section, as required to accommodate structural limitations of the Site, the availability of System Components (including changes in panel wattage available from manufacturers), Utility's requirements, or other reasons consistent with the intended purpose of this Agreement. Without requiring an Amendment, Seller may, at its sole discretion, substitute the following System Components:
 - i. For solar panels listed on Schedule A, Seller may substitute a solar panel with any standard or bi-facial polycrystalline, monocrystalline 72 cell high efficiency solar panel that (i) is Tier 1 rated, CEC listed, or a DNV-GL "Top Performer" (ii) has at least a 10-year manufacturer's workmanship warranty and a 25-year production warranty achieving at least 80% of its rated capacity ("**Substitute Panels**"), and (iii) is +/- 20 Watts DC and that results in a total variance in the Nameplate Capacity of +/- 0.50 kW DC.
 - ii. For Inverters listed on Schedule A, Seller may substitute an inverter(s) with any standard alternative inverter that is (i) of substantially equal electrical rating and (ii) has a warranty of equal or greater term as the inverter(s) listed on Schedule A.
 - iii. For Power Optimizers listed on Schedule A, if any, Seller may substitute any Power Optimizer with a model that is appropriately rated for the solar panels and inverters installed at the Site.
 - iv. For Racking listed on Schedule A, Seller may substitute Racking with any standard alternative Racking that is (i) substantially equal, and (ii) has a warranty of equal or greater term as the Racking listed on Schedule A.

8. **Incentive, Tariff, Utility Bill Credits, Net Metering & Tax Credits.** The Parties anticipate the Project will be eligible for the following:

- a. The Project has been awarded an **Solar For Schools Grant Program** incentive anticipated at **\$403,810.00** (based on the District's ANTC/APU Value) (the "**Incentive**") payable to the Customer from the **State of Minnesota**. The Incentive is subject to a maximum amount not to exceed **50%** of the Project's Installation Cost, and the total Incentive paid to the Customer may not exceed **\$500,000.00**. The Incentive is scheduled

to be paid to the Customer in accordance with the Facility Lease Agreement.

- b. The Project may be eligible to receive the tariff described in Xcel Energy's Electric Rate Book, (as may be amended or replaced from time to time) as the "Photovoltaic Demand Credit Rider" Rate Code A86 which provides a utility bill credit on the utility bill ("**Utility Bill Credit**") based on the kWh produced from the Energy System from the hours 1:00 PM to 7:00 PM multiplied by the rate per kWh specified in the Electric Rate Book for the Rate Code ("**Tariff**"). To apply for the Tariff, Customer (or its tenant, if any, and as identified on **Schedule B**) will execute required utility agreements, including but not limited to: (i) Electric Service Agreement, (ii) Amendment No. 1 to Electric Service Agreement, (iii) Uniform Statewide Contract for Cogeneration and Small Power Production Facilities, (iv) Minnesota Distributed Energy Resource Interconnection Agreement (MN DIA), and (v) any other documentation required by the Utility ("**Utility Agreements**") to install the Project. Renewable Energy Certificates ("**RECs**") for the Energy System belong to the Utility in accordance with MS 216C.375 Subd. 12. Seller will assist Customer with the application but Customer will be solely responsible for timely completion of the same.
- c. Customer (or its tenant) is eligible to participate in the Utility's **Net Metering Program**, Rate Codes A53/A54 (monthly net metering) where Customer (or its tenant) is compensated by Utility at the applicable rate specified in the Rate Code for each kWh produced from the Energy System that exceeds the Site's consumption ("**Net Metering Credit**"). Under this program, the energy generated from the Energy System is available for on-Site use and reduces the total units of energy (kWh) that Customer (or its tenant) would otherwise purchase from Utility.
- d. The Project may be eligible for an investment tax credit pursuant to Section 48 of the Internal Revenue Code ("**Tax Credit**"). The Tax Credit is worth **30%** of the Project's eligible basis ("**Projected Tax Credit**"). The eligible basis for the Tax Credit may differ from the Installation Cost.

9. **Insurance.**

- a. Seller will, at its own cost and expense, maintain in full force, insurance reasonable and customary for the services being performed by Seller under this Agreement, including those set forth on **Schedule C**. Upon request, Seller shall provide Customer with certificate(s) evidencing such insurance naming Customer as an additional insured prior to commencement of any work at the Site. A sample Certificate of Insurance for Seller, which identifies the required insurances and limits for the insurances required for the Project, is provided in **Schedule E**. Seller shall also provide Builder's Risk insurance for the Project.
- b. Customer will at all times, at its own cost and expense, maintain in full force and effect, insurance reasonable and customary for the Site and, after Substantial Completion has occurred, for the Energy System and the System Components.
- c. Customer will provide the Seller and the Utility with a Certificate of Insurance that conforms with the Utility requirements specified in **Schedule F**.

10. **Seller's Waiver and Indemnity Regarding Liens.** To the fullest extent permitted under the Applicable Requirements, and to the extent Customer has made payments owed under this Agreement, Seller waives any right to file or impose any mechanic's, materialman's, or other liens with respect to the Site or the Energy System. Seller shall promptly pay all undisputed amounts owed for services, materials, equipment, and labor furnished by any person to Seller with respect to the Project. Seller shall, at Seller's sole cost and expense, discharge and cause to be released, whether by payment or posting of an appropriate surety bond in accordance with the Applicable Requirements, within thirty (30) days of Seller's notice of its filing, any mechanic's, materialmen's, or other lien in respect of the Energy System or the Site created by, through or under, or as a result of any act or omission (or alleged act or omission) of, Seller or any subcontractor or other person providing services, materials, equipment or labor with respect to the Project. If Seller defaults in its obligation to discharge, satisfy or settle such liens, Customer may discharge, satisfy or settle such liens and Seller shall, within thirty (30) days of a written request by Customer, reimburse Customer for all costs and expenses incurred by Customer to discharge, satisfy or settle such liens.

11. **Warranties.**

- a. Seller will provide the warranties set forth on **Schedule D**. Except as otherwise set forth in **Schedule D**, the System Components furnished and installed by Seller, but not manufactured by Seller (including without limitation the solar panels, inverters, power optimizers, racking, and monitoring equipment and their performance/energy output), will carry only the warranty of their manufacturer. More detailed information about warranties on the System Components are set forth on the applicable manufacturer's specification sheets and Operations Manual(s) provided to Customer, or available on the manufacturer's websites. Customer is solely responsible for pursuing any available warranties on System Components against the manufacturer at its own expense, and may look only to such manufacturer, and not to Seller, for any warranty with respect thereto.
- b. **EXCEPT AS EXPRESSLY PROVIDED IN SCHEDULE D, SELLER MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, ENERGY PRODUCTION, PROJECTED ECONOMIC VIABILITY, FINANCIAL DATA AND PROJECTIONS, CURRENT OR FUTURE UTILITY RATES, UTILITY FEES, INTERCONNECTION FEES, TARIFF PROGRAMS, INCENTIVES, NET METERING, THE AMOUNT OF OR CUSTOMER'S RECEIPT OF UTILITY BILL CREDITS OR NET METERING CREDITS OR SALE OF EXCESS ENERGY, ROOF PERFORMANCE, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER MATTER OF THE ENERGY SYSTEM, THE SYSTEM COMPONENTS, THE PROJECT, OR ANY SERVICES PROVIDED UNDER THIS AGREEMENT.**

12. **Ownership of Project Documents and Design.** All Design Documents for the Energy System shall be the sole and exclusive property of Customer. Customer grants

Seller an irrevocable perpetual, transferable, royalty free license to use the Design Documents for its own private use.

13. **Indemnification: Limitation of Damages.**

- a. Subject to the limitations set forth below, Seller hereby indemnifies and holds harmless Customer and its officers, directors, members, consultants, representatives, agents, employees and affiliates (each a "**Customer Indemnified Party**") against any third-party damages, liabilities, losses, costs and expenses, including reasonable attorney fees and costs (collectively, "**Damages**") incurred or suffered by any Customer Indemnified Party caused by (i) any material breach of this Agreement by Seller, or (ii) negligent or wrongful acts of Seller, its employees, or subcontractors in connection with the Project.
- b. To the extent permitted by law, Customer hereby indemnifies and holds harmless Seller and its officers, directors, members, consultants, representatives, agents, employees and affiliates (each a "**Seller Indemnified Party**") against any Damages incurred or suffered by any Seller Indemnified Party in any way arising out of, relating to, or in connection with (i) any material breach of this Agreement by Customer, or (ii) the negligent or wrongful acts of Customer or its employees in connection with the Project.
- c. Any Customer Indemnified Party or Seller Indemnified Party claiming indemnification hereunder must give each Party prompt notice of the relevant claim and each Party agrees to cooperate with each other Party, at its own expense, in the defense of such claim. Notwithstanding the forgoing, any Party from whom indemnification is sought shall control the defense and settlement of such claim; provided however that such Party shall not agree to any settlement that materially adversely affects the other Party without the prior written consent of such Party, which approval shall not be unreasonably withheld. Without limiting or diminishing the foregoing, any Party may, at its option and its own expense, participate in the defense of any such claim with legal counsel of its own choice.

14. **Termination.** This Agreement may be terminated as follows:

- a. Except where Seller includes the items below in the Installation Cost, Seller may terminate this Agreement in its sole discretion by providing Customer written notice in the event (i) the structural analysis indicates the Site is not in its then-current condition capable of supporting the Energy System unless accommodated by alternate equipment, structural retrofits or other requirements as specified in the structural engineering report that render the Site suitable for installing the Energy System, or (ii) the Utility requires engineering studies, interconnection expenses or site improvements as a condition to Seller installing the Project, or (iii) before construction begins, in the event Seller's performance under the terms of this Agreement would cause Seller significant detriment for reasons including but not limited to significant increases in equipment costs resulting from import tariffs or market variations, the unavailability of licensed labor, changes in law or other similar events impairing the installation of the Energy System in accordance with the Project Schedule, or for the Installation Cost.

- b. Seller may terminate this Agreement by giving written notice to Customer at any time prior to completion of the Project in the event Customer has breached any representation, warranty or covenant contained in this Agreement in any material respect, Seller has notified Customer of the breach, and the breach has continued without cure by Customer or written waiver by Seller for a period of thirty (30) days after the notice of breach.
- c. Customer may terminate this Agreement by giving written notice to Seller at any time prior to completion of the Project in the event that (i) Seller has breached any representation, warranty or covenant contained in this Agreement in any material respect, and Customer has notified Seller of the breach, and the breach has continued without cure by Seller or written waiver by Customer for a period of thirty (30) days after the notice of the breach; or (ii) upon sixty (60) days' notice to Seller if Seller has not achieved Substantial Completion within one hundred eighty (180) days of the Substantial Completion Date plus any additional time required due to Forced Majeure events described in Section 15.g.
- d. Upon termination of this Agreement pursuant to this Section 14, all rights and obligations of the Parties under this Agreement will terminate without any liability of any Party to any other Party, except (i) with respect to Section 13, Section 16, and as otherwise provided in this Section 14, and (ii) for any liability of any Party then in breach.
- e. Except as otherwise provided in this Section 14, the termination rights under this Section 14 are cumulative with and in addition to any other rights or remedies to which the Parties may be entitled at law or under this Agreement.

15. **Miscellaneous.**

- a. **Relationship of the Parties.** The Parties for all purposes shall not be considered or construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither may be considered the agent of the other.
- b. **Entire Agreement / Recitals Integral.** This Agreement and all schedules, exhibits and attachments hereto, together with any agreement reference herein, constitute the entire agreement and understanding of the Parties relative to the subject matter hereof. The Parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter. The Recitals set forth above in this Agreement are and for all purposes shall be interpreted as being an integral part of this agreement and are incorporated by reference.
- c. **Survival of Representations.** All representations, warranties, covenants and agreements of the Parties contained in this Agreement, or in any instrument, certificate, exhibit or other writing provided for in it, shall survive the execution of this Agreement and the consummation of the transactions contemplated herein.

- d. **Amendment.** This Agreement may be amended or modified only by a writing executed by the Parties to this Agreement. No custom or practice of the Parties at variance with the terms hereof shall have any effect. Notwithstanding the foregoing, the Parties agree to amend this Agreement to incorporate any additional language required to accommodate the Solar for Schools Grant Program requirements or other reasons consistent with the intended purpose of this Agreement.
- e. **Notices.** All notices to be given under this Agreement shall be in writing and shall be effectively given upon personal delivery, facsimile or email transmission (with confirmation of receipt), delivery by overnight delivery service or three days following deposit in the United States Mail (certified or registered mail, postage prepaid, return receipt requested).
- f. **No Delay.** No delay or failure on the part of any Party hereto to exercise any right, power or privilege hereunder shall operate as a waiver thereof.
- g. **Force Majeure.** Neither Party will be liable to the other Party for any delay, error, failure in performance or interruption of performance resulting from causes beyond its reasonable control, including without limitation fires, flood, accidents, explosions, sabotage, strikes or other labor disturbances, civil commotion, riots, invasions, wars, acts of God, acts of government, terrorism, delayed governmental process, international tariffs, inability to timely obtain a permit, inability to timely receive interconnection approval or response from Utility, inability to obtain sufficient qualified labor, or any cause (whether similar or dissimilar to the foregoing) beyond the reasonable control of the Party.
- h. **Governing Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota without regard to its conflict of laws principals. Any lawsuit brought in connection with this Agreement shall be brought only in a court of general jurisdiction in Dakota County, Minnesota.
- i. **Severability.** The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.
- j. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement, nor any portion thereof, without the prior written consent of the other Party. Any other attempted assignment or transfer without prior written consent of the other Party shall be of no force or effect. As to any permitted assignment: (i) reasonable prior notice of any such assignment shall be given to the other Party; and (ii) any assignee shall expressly assume the assignor's obligations hereunder, unless otherwise agreed to by the other Party in writing. Notwithstanding the foregoing, Seller may, at its sole discretion, assign all or part of its interest under this Agreement to an affiliate of Seller or Tenant, or assign this Agreement in connection with any sale or pledge of any or all of its assets to a third party or bank.
- k. **UCC Terms.** All terms in this Agreement that are not otherwise defined herein and are defined in the Minnesota Uniform Commercial Code, as amended from time to time ("**UCC**") shall have the meanings set forth in the UCC and such meanings will automatically change at the time that any amendment to the UCC, which changes such meanings, becomes effective.
- l. **Terms.** All terms in this Agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time ("**UCC**") shall have the meanings set forth in the UCC and such meanings will automatically change at the time that any amendment to the UCC, which changes such meanings, becomes effective.
- m. **Marketing and Promotion.** Seller shall not use Customer's name, image or likeness in connection with advertising and promoting the Project or the Energy System without Customer's approval, which shall not be unreasonably withheld.
- n. **Utility Exclusivity / Subordination to Utility Agreements.** All electric power generated from the Energy System will be used on-Site by the Customer or exported to the Utility and will not be sold to any third party. The Parties agree the Utility retains exclusive control of all power otherwise provided to the Customer. Seller makes no claims to Renewable Energy Certificates. No portion of this Agreement is intended to conflict with any Utility Agreements to which Seller, Customer or Tenant are a party. In the case of a conflict between the terms or conditions of this Agreement and the Utility Agreements, the terms and conditions of the Utility Agreements shall control. Utility, or its successors and assigns, is a third-party beneficiary of the provision of this paragraph. Nothing in this Agreement shall prevent Utility, from fully enforcing the terms and conditions of the Utility Agreements.
- o. **Data Practices.** Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Seller in performing this Agreement is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes Chapter 13, and Seller must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes, Section 13.08 apply to Seller. Seller does not have a duty to provide access to public data to the public if the public data are available from the Customer, except as required by the terms of this Agreement.
- p. **Proprietary Information.** Information claimed by Seller to be proprietary, trade secret or business data shall be governed by the standards required for "Trade Secret Information" as defined in MGDPA, Section 13.37(b) and as it may otherwise be referenced in the MGDPA. All of the data created, collected, received, stored, used, maintained, or disseminated by or to the Customer under this Agreement is subject to the requirements of the MGDPA. The Parties acknowledge that the classification of any government data is governed by the MGDPA and not by the understanding of either the Customer or the Seller. Notwithstanding any other provision in this Agreement, the Customer's obligation is to maintain and release the data in a manner that is consistent with the MGDPA, provided, however, that Customer agrees to provide prompt written notice to the Seller when Customer receives a request under the MGDPA for data concerning the terms of the Agreement, including the Agreement itself ("Contract Data"), not including

presentations, memoranda and information previously disclosed publicly. When Customer receives a request for Contract Data, Customer shall notify Seller of the request promptly in writing. Customer shall reasonably wait to disclose the Contract Data until the later of (i) Seller getting a judicial determination by a judicial officer, arbitrator, or administrative law judge on the public or nonpublic designation of the Data or (ii) the last day that, in Customer's sole discretion, Customer must make such disclosure to avoid being at risk of a successful claim from the requester that Customer is in violation of the MGDPA. Customer remains solely responsible for the initial determination of whether the requested Contract Data is public or private/nonpublic, but the parties acknowledge that any final determination by a judicial officer, arbitrator, or administrative law judge, or appellate review thereof, will control. If the Customer determines that some or all of the Contract Data is public under section 13.03 of the MGDPA, Customer shall provide prompt written notice to Seller prior to Customer's disclosure of such data so that Seller, its sole expense, shall have the opportunity to object to such disclosure in writing and seek a determination by a judicial officer, arbitrator, or administrative law judge that such data constitutes trade secret information or business data under the MGDPA and therefore cannot be disclosed under the MGDPA. In no event shall Customer be required by the Seller under this Agreement to withhold or delay disclosure of public data contrary to requirements of the MGDPA. Notwithstanding the notice and timing provisions in this Subsection 16p., Customer shall not be liable to Seller for any failure to give notice or otherwise to timely respond to Seller regarding a third-party request for data. Seller's claims against the Customer shall be limited to private actions it may have, if any, for Customer's failure to follow the MGDPA.

- q. **Record Keeping Availability and Retention.** Pursuant to Minnesota Statutes, Section 16C.05, subd. 5, Seller agrees that the books, records, documents and accounting procedures and practices of Seller, that are relevant to the Agreement or transaction, are subject to examination by the Customer and the state auditor for a minimum of six (6) years. Seller shall maintain such records for a minimum of six (6) years after final payment.
- r. **Non-Discrimination.** Pursuant to Minnesota Statutes, Section 181.59, the Seller will take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age. The Seller agrees to be bound by the provisions of Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this Agreement.

- s. **Bonds.** Where the Installation Cost exceeds \$175,000, Seller shall post performance and payment bonds in the amount of the Installation Cost.
- t. **Prevailing Wage.** Services provided by Seller fulfilling this Agreement will be provided in accordance with MS 177.41-44.
- u. **Recycling of Equipment / End of Life Removal & Disposal.** All electronic equipment including but not limited to Solar panels, Inverters, Optimizers and electronic components that are disposed of by Seller will be managed by Seller in accordance with then applicable recycling regulations. End of Life Energy System Removal and Disposal will be performed by the Customer at Customer's expense.

The Parties hereto have caused this Agreement to be duly signed in their respective names as of the Effective Date.

Seller
IDEAL ENERGIES, LLC

By: _____
Chris Psihos, its President

Dated: _____

Customer
Independent School District No. 200 - Hastings Public Schools

By: _____
Dr. Tammy Champa, its Superintendent

Dated: _____

SCHEDULE A

System Components

Included with Energy System: The Energy System's Installation Cost Includes the following System Components and Services ("Deliverables").

1. UL Listed and approved Solar Panels: **690 @ JinkoJKM465M-TV solar panels each rated at 465 (+/- 20 Watts DC); 72 cell Tier 1, CEC listed, or DNV-GL Rated Top Performer oriented at approximately 180°**
2. UL listed and approved DC/AC inverters: **250.00 kW AC total; 2 @ SMA SMA125k480V(2) Inverter(s)**
3. SolarEdge Power Optimizers: **- (or equivalent)**
4. Solar Panel Racking / mounting system: **APA, Unirac, Schletter (or equivalent) Groundmounted Racking**
5. Electrical components including, but not limited to, conductive wiring, ground circuitry, conduit, junction boxes, disconnects, switches, over-current protection, and any associated hardware necessary to complete the installation of the solar panels and interconnect with the Site's existing electric service at the inverter's voltage. Electrical components, including but not limited to, the switchgear, disconnects, breakers, relays, transformers and production meter will be located on the ground or building near the existing electrical service as may be required to comply with electrical code. Inverters will be located at ground level near the electrical components, and the electrical conduit will be run on the exterior of the building. If the main service Utility meter is located indoors, if required by the Utility, a keypad or lockbox will be provided for allowing the Utility 24-hour access to the meter. If not provided by the Utility, a revenue grade meter for measuring and monitoring electrical production from the Energy System.
6. Internet for web-based remote system monitoring system: Customer is responsible for bringing, providing and paying for ethernet or cellular based internet service to the Site (typically the electrical room).
7. Where Customer's roofing manufacturer for EPDM, TPO, PVC or SBS roof membrane system(s) require that slip sheets of like kind roofing membrane ("Slip Sheets") be placed between the roof's membrane and the solar array racking pads to preserve the installer's or manufacturer's roof warranty, Slip Sheets will be installed by Seller.
8. For ground mounted systems, includes grass seeding at the Seller's discretion. The Customer is responsible for maintaining the grounds after the Final Completion Date.
9. "**Site Specific Work**" described as follows: Extremely long DC wire run, DC combiners, 1,000+ feet of trenching/boring, extended AC run, fence surrounding solar array per NEC code, inverter guards, and post construction site restoration.. Includes a total of 7185 linear feet of DC conduit based on the solar array being located at the preliminary installation location identified on the helioscope included in the Full Grant Application.

The Parties agree that the Energy System does not include the Optional Services described below unless they are already included above in the Site Specific Work. If Optional Services are required, the Parties will amend this Agreement to add the Optional Services pursuant to Section 7 of this Agreement, and will amend the Power Payments in Schedule A of the Power Purchase Agreement as required for Tenant to recover any increase in the Installation Cost plus the time value of money.

1. Incremental Cost for additional System Components and Deliverables not described above that are required due to final engineering requirements, or Customer Energy System installation location preference.
2. Mechanical roof attachments installed by a qualified roofer where required by the Engineering to keep the Energy System immobile using a qualified roofer selected and provided by Seller.
3. Relocation of existing electric circuits, or any upgrades to Customer's electrical service to bring it up to code or other Site-specific Utility requirements including any relocation of existing Utility meters to an exterior location to bring a Site up to code.
4. Any structural improvements to the building required to support the Energy System and the System Components.
5. Batteries or emergency back-up power capability.
6. Third-party fees for web-based monitoring of the Energy System.
7. Afterhours Labor and after-hours equipment rental (i.e., outside the weekday hours of 6 AM to 6 PM local prevailing time) / Weekend Labor, or Davis Bacon.
8. Tree removal, gas line relocation, fencing or guardrails around the roof perimeter.
9. Seller-provided cellular device for web-based System monitoring required if Customer does not provide internet service described in Section 4.e. of this Agreement: \$1200
10. Non-customary design requests, conduit run through building interior, powder coated or other special materials to match building, roofing (roof spudding, upgrades or re-certifications), landscaping or screening around the solar array exterior.

SCHEDULE B
Contact Information for Parties

Customer: **Independent School District No. 200 - Hastings Public Schools**
1000 11th St W, Hastings, MN 55033-2597

Site Owner: **Independent School District No. 200**
1000 11th St W, Hastings, MN 55033-2597

Customer's Authorized Signer: **Dr. Tammy Champa**
Superintendent

Customer's Authorized Representative: **Jennifer Seubert**
651-480-7000

Seller/Installer: **Ideal Energies, LLC**
Chris Psihos t. (612)928-5008
chris.psihos@idealenergies.com
8318 Pillsbury Avenue South Bloomington, MN 55420

Project Electrician: **Green² Electric, LLC** License **EA791017**
Robert Buskirk & Russell Goetze Master Electricians
t. (612)928-5008 f: (612)928-5009
8318 Pillsbury Avenue South Bloomington, MN 55420

SCHEDULE C

Seller's Scope of Work

A. Design Scope

1. Seller will prepare structural and electrical Design Documents describing the Project.
2. Seller will comply with all building codes and, as necessary, obtain any code variances.
3. Seller will ensure that the Energy System installation meets then current National Electrical Code requirements.
4. Seller will apply for all permits, and complete inspections to close such permits after Substantial Completion.
5. Seller will prepare all documentation required by Utility for Customer to interconnect the Energy System with Utility's electrical grid at the interconnection point.
6. Seller will prepare all documentation required by Utility for Customer to apply for interconnection.

B. Installation

1. Seller will furnish and install all required material or equipment for a complete installation.
2. Seller will connect the Energy System to Customer's electric panel.
3. Seller will commission and test the Energy System after installation.
4. Electrical interconnections will be performed by licensed electricians.
5. Except as provided in the Purchase Agreement, the Parties agree that Seller will not be liable for any indirect or consequential losses incurred by Customer as a result of the Energy System installation. Such losses may result from disruption of operations, interruption of electrical service, suspension of mechanical services and other interruptions reasonably related to standard Energy System installation of the size and type contemplated by the Project.

C. Safety

1. Seller will adhere to all current safety laws including without limitation federal, state and local safety regulations.
2. Seller's workers will conform to standard OSHA safety practices and procedures during installation.

D. General

1. Seller will provide all required design, engineering, construction, administration and management services necessary to complete the Project.
2. Seller will provide to Customer copies of all operating and maintenance manuals and third-party warranties.

SCHEDULE D Seller's Warranties

Engineering and Design Services Warranty Seller warrants that it will perform the engineering and design services in a professional and workmanlike manner using the degree of care, skill, prudence, judgment and diligence that a reasonable, qualified and competent provider of similar services would exercise. Except as otherwise provided herein, for a period beginning on the Substantial Completion Date and ending five years later (the "**Warranty Period**"), if it is shown that there was an error in such engineering and design services as a result of Seller's failure to meet those standards, and if Customer properly notifies Seller within the Warranty Period, Seller will, at its own expense and at no cost to Customer, re-perform such services to remedy such error within a reasonable timeframe.

Installation Services Warranty Seller warrants that it will perform the installation services in a professional and workmanlike manner using the degree of care, skill, prudence, judgment and diligence that a reasonable, qualified and competent provider of similar services would exercise. Except as otherwise provided herein, if during the Warranty Period it is shown that there was an error in such installation services as a result of Seller's failure to meet those standards, and if Customer properly notifies Seller within the Warranty Period, Seller will, at its own expense and at no cost to Customer, re-perform such services to remedy such error within a reasonable timeframe.

Limited System Components Warranty Seller warrants that the System Components will be new and not physically damaged by Seller at the time of Substantial Completion. If Customer notifies Seller within the Warranty Period that any System Components were not new or were, at that time, physically damaged by Seller at the time of Substantial Completion, Seller will replace such System Components within a reasonable timeframe with System Components that are new and undamaged.

Roof Warranty Except as otherwise provided herein, if during the Warranty Period it is shown that the roof leaks solely as a result of Seller's installation of the Energy System, and if Customer properly notifies Seller within the Warranty Period, Seller will, at its own expense and at no cost to Customer, promptly repair the roof so that it does not leak; provided that such leaking is not due to normal wear and tear.

Limitation on Warranties The above warranties do NOT cover damage, malfunctions or services failures to the extent caused by:

1. Failure to follow any applicable operations or maintenance manual or any other maintenance instructions provided by Seller or the manufacturer of the System Components, or failure to properly maintain or operate the Energy System;
2. Repair, modification, maintenance, movement or relocation of the Energy System or the System Components by someone other than a service technician approved by Seller or the manufacturer of the System Components;
3. Attachment or connection to the Energy System of any equipment not supplied by Seller, or the use of the Energy System for a purpose for which the Project was not intended;
4. Abuse, misuse or acts of Customer or any third person (other than Seller or its employees or agents), including intentional damage, theft or vandalism; or
5. Damage or deteriorated performance of the Energy System or Site caused by electrical surges, building settling, building component failure, work done on the building or adjacent structures, use of machinery or vehicle in the area, winds in excess of the system design rating, lightning, fire, flood, extreme weather conditions, pests, tornadoes, hurricanes, hail, storms, explosions, earthquakes, ground subsidence, falling debris, force majeure (as described in Section 15.g. of the Purchase Agreement) accidental breakages (not caused by Seller or its employees or agents), normal wear and tear, and other events or accidents outside the reasonable control of Seller.

Customer's Right to Remedy In the event that Seller fails to timely remedy any breach of warranty under this **Schedule D** or such breach threatens imminent harm to Customer or its property, Customer shall have the right to employ any reasonable means necessary to remedy such breach, and Seller shall reimburse Customer for all reasonable and necessary expenses incurred by Customer in carrying out such remedy.

SCHEDULE E

Seller & Affiliates - Sample Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Christensen Group 9855 West 78th Street, Ste 100 Eden Prairie MN 55344	CONTACT NAME: Shelby Gierdal PHONE (A/C, No, Ext): (952) 653-1000 FAX (A/C, No): (952) 653-1100 E-MAIL ADDRESS: sgierdal@christensengroup.com
INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A: Continental Casualty Company
Ideal Energies LLC, Green2 Electric, LLC Ideal Energies Solar Leasing, LLC 8318 Pillsbury Avenue S Bloomington MN 55420	INSURER B: Transportation Insurance Co
	INSURER C: Continental Insurance Co
	INSURER D: SFM Mutual Insurance Company
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 23-24 IE, Green2, IESL **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADULTS	SUBR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:				7034110561	06/23/2023	06/23/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				7034110494	06/23/2023	06/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ Basic
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0				7034110415	06/23/2023	06/23/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A	127888.204	06/23/2023	06/23/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased/Rented Equipment				7034110561	06/23/2023	06/23/2024	Limit \$70,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Master Builders Risk Policy #7034104064, (Carrier B) Continental Casualty Company, Effective 6/23/23 - 6/23/24, Solar Panel Limit \$4,000,000.
 E&O Coverage Limit \$2,000,000
 General Liability coverage applies to Designated Unmanned Aircraft (Drones) Coverage

CERTIFICATE HOLDER For Informational Purposes	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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SCHEDULE F

Xcel Energy Insurance Requirements for Solar Equipment

Call your insurance company and let them know you are installing solar equipment and need to insure it. Have them issue the Certificate of Insurance described below as required to comply with Utility program requirements. If your insurance company has any questions about the equipment, the installation or the below, please have them contact **Wendy Vorasane** of iDEAL Energies at **612.928.5008**.

Please have a copy of the Certificate of Insurance emailed to wendy.vorasane@idealenergies.com.

CERTIFICATE OF INSURANCE

Xcel Energy as a Certificate Holder

1. Have your insurance provider complete the Insurance Checklist.
2. Have them provide an endorsement naming the following as an additional insured:
Northern States Power Company, A Minnesota Company
414 Nicollet Mall, Minneapolis, MN 55401
3. Make sure the physical address listed on your policy matches the physical address at the Site where the Energy System is installed.

Please see the Utility's Insurance Checklist and the Distributed Energy insurance requirements on the following page.



Insurance Checklist Form for Minnesota DER Applications

1. Identify by legal name of interconnection customer/garden and application number of the project that is the subject of this insurance review:

2. Identify by legal name and application number any additional DER projects also covered by the insurance indicated below:

3. Has the insurance policy described below been the subject of a prior insurance review as part of this program?

	Insurance Requirement — need to provide copy of policies and declaration page.	Where applicable, indicate page number, paragraph number, where this is shown.
1.	The insurance needs to be from an insurance company rated B+ or better by "Best" (Section 10, sheet 202, 5.10.1).	<input type="text"/>
2.	Show that the entity which has signed the Interconnection Agreement (Interconnection Customer) is a Named Insured on the policy.	<input type="text"/>
3.	Show whether, or not, a Project needs to be specifically identified in the Insurance Policy in order to be covered by the insurance. If there is such a requirement, show that the Project is identified in the Insurance Policy.	<input type="text"/>
4.	General Liability insurance must have the following limits: \$1,000,000 (for systems >40 kW AC and ≤250 kW AC) or \$2,000,000 (for systems above 250 kW AC) for each occurrence for each generation system in each interconnection agreement (Section 10, sheet 202, 5.10.1) This means that each project must have insurance in this amount. Please identify projects covered by this policy.	<input type="text"/>
5.	Includes coverage against claims for damages resulting from (i) bodily injury, including wrongful death; and (ii) property damage arising out of the Interconnection Customer's ownership and/or operating of the Generation System under the interconnection agreement (Section 10, sheet 202, 5.10.1).	<input type="text"/>
6.	Includes "Northern States Power Company, a Minnesota Company" as an additional insured (Section 10, sheet 202, 5.10.2).	<input type="text"/>
7.	Contains a severability of interest, separation of insureds, or cross-liability clause (Section 10, sheet 202, 5.10.2.)	<input type="text"/>
8.	Provides that Northern States Power Company shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for the payment of premium for such insurance (Section 10, sheet 202, 5.10.2).	<input type="text"/>
9.	Provides for twenty (20) calendar days' written notice to Northern States Power Company prior to cancellation, termination, alteration, or material change of such insurance (Section 10, sheet 202, 5.10.2).	<input type="text"/>
10.	Insurance states that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by Northern States Power Company (Section 10, sheet 202, 5.10.5).	<input type="text"/>
11.	We need to be provided with a copy of the entire insurance policy, including all endorsements. (Section 10, sheet 202, 5.10.4).	<input type="text"/>

Facility Lease Agreement

320.850 kW DC JinkoJKM465M-TV Solar Panels with 250.00 kW AC SMA SMA125k480V(2) Inverter(s), & APA, Unirac, Schletter (or equivalent) Groundmounted Racking

Solar For Schools Grant Program

Customer	Independent School District No. 200 - Hastings Public Schools
Utility	Xcel Energy
Site	Kennedy Elementary 1175 Tyler St, Hastings, MN 55033
Xcel Premise #	303405005

This **FACILITY LEASE AGREEMENT** ("Agreement"), dated **March 26, 2025** ("Effective Date") is between **iDEAL Energies Solar Leasing, LLC**, a Minnesota limited liability company, whose principal place of business is located at **8318 Pillsbury Avenue South Bloomington, MN 55420** ("Tenant"), and **Independent School District No. 200 - Hastings Public Schools**, a **Minnesota Public School**, whose principal place of business is located at **1000 11th St W, Hastings, MN 55033-2597** ("Customer"). Tenant and Customer are sometimes also referred to in this Agreement jointly as "**Parties**", or individually as a "**Party**".

RECITALS

- A. Customer is the owner of that certain Site located at **1175 Tyler St, Hastings, MN 55033** named Kennedy Elementary that is presently used as a(an) Elementary School ("**Site**").
- B. Tenant desires to lease from Customer, and Customer desires and is authorized to lease to Tenant, subject to the terms and conditions of this Agreement, a portion of the Site for the construction, operation and maintenance of a photovoltaic solar electric system ("**Energy System**") owned by the Customer as further described in that certain Purchase Agreement between Customer and Ideal Energies, LLC ("**Seller**") of even date herewith ("**Purchase Agreement**").
- C. Customer will be the legal owner of the Energy System when Substantial Completion (as defined in the Purchase Agreement) occurs, and Customer desires to lease the same to Tenant subject to the terms and conditions of this Agreement.
- D. Tenant and Customer will, in connection with this Agreement, enter into a **Power Purchase Agreement** ("**Power Purchase Agreement**") pursuant to which Tenant will provide power generated by the Energy System to Customer.
- E. The Project may be eligible to receive an investment tax credit, pursuant to Section 48 of the Internal Revenue Code ("**Tax Credit**"). The Tax Credit is worth **30%** of the Project's eligible basis. For income tax purposes, Customer and Tenant intend the Tenant to be the owner of the Energy System and will report and treat this Agreement and the Energy System accordingly. The basis for the Tax Credit may differ from the Installation Cost.
- F. Any capitalized term not defined herein shall have the meaning given to it in the Purchase Agreement, unless otherwise stated.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises of the Parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Contingency.** The Parties' performance under this Agreement is contingent on Substantial Completion occurring for the Project in accordance with the terms of the Purchase Agreement.
2. **Lease of Energy System and Leased Space.** Customer hereby leases to Tenant, and Tenant hereby leases from Customer the following: (a) the Energy System, and (b) all roof/ground space required for the installation and operation of the Energy System on the Site ("**Leased Space**") as generally prescribed on the Plan View Drawing included herewith as **Schedule A**, including rights to place wiring to the point of interconnection. The Energy System and the Leased Space together constitute the leased property ("**Leased Property**"). The Plan View Drawing provided to Customer by Seller in its Operations Manual after Substantial Completion occurs is hereby incorporated into **Schedule A** of this Agreement by reference.
3. **System Payments, Tax Ownership.**
 - a. **Installation Cost Payment.** Tenant hereby assumes in full and agrees to pay Customer's Installation Cost within 30 days after the Substantial Completion Date (as defined in the Purchase Agreement).
 - b. **Transfer of Tax Ownership.** The Parties shall treat the Energy System as having been purchased by Tenant for income tax purposes for the payment(s) provided for under Section 3.a above.
4. **Access to Leased Space.** Customer grants to Tenant the right to access the Leased Space via reasonable route(s) over and across the Site upon reasonable prior notice to Customer. Customer will cooperate with Tenant to access the electrical meter or any other part of the Energy System, if not located within the Leased Property.
5. **Permitted Use of Leased Space.** During the Term (as defined below), Tenant shall have the exclusive right to use the Leased Space for the construction, installation, operation, maintenance, repair, replacement, relocation, reconfiguration, removal, alteration, modification, improvement, use and enjoyment of the Energy System (and other necessary and incidental uses for the operation of the Energy System) ("**Permitted Uses**"). Tenant may not erect any other facilities or use any other equipment on the Leased Space that is not expressly permitted under the terms of this Agreement without first obtaining Customer's written consent, which consent shall not be unreasonably withheld, delayed or conditioned provided the other facilities

or equipment are related to the operation of the Energy System and are not likely, in Customer's reasonable opinion, to damage the Site or materially interfere with Customer's business.

6. **Term.** The term of this Agreement shall begin on the Substantial Completion Date and shall terminate on the 20th anniversary thereafter ("**Term**"). Subject to the Energy System continuing to have remaining economic useful life, after the expiration of the Term the Tenant may extend the Term of this Agreement on an annual basis for up to 40 additional years (each such annual extension is "**Additional Term**") by providing written notice to the Customer within 90 days before the expiration of the Term or any Additional Term. If renewed, the Parties may mutually agree to enter into a new power purchase agreement, lease or other arrangement based on the then fair market value of the services (or other benefits) to be provided.
7. **Rent of Leased Space.** Beginning on the first anniversary of the Substantial Completion Date and continuing on each and every anniversary thereof throughout the Term or any Additional Term, Tenant shall pay to Customer rent for the Leased Space. Such rent shall be **\$90.00** per year ("**Leased Space Rent**").
8. **Rent of Energy System.** Beginning on the first anniversary of the Substantial Completion Date and continuing on each and every anniversary thereof throughout the Term or any Additional Term, Tenant shall pay to Customer rent for the Energy System. Such rent shall be **\$10.00** per year ("**Energy System Rent**").
9. **Holdover.** If Tenant holds over its tenancy after expiration of the Term or any Additional Term, such tenancy shall be month-to-month subject to the terms and conditions of this Agreement. Either Party may terminate such month-to-month tenancy at any time upon the giving to the other Party no less than thirty (30) days written notice.
10. **Operating Permits.** Tenant shall, at its sole expense, maintain in full force and effect all certificates, permits and other approvals ("**Operating Permits**") required by any federal, state or local authorities having jurisdiction over Tenant or the Leased Property.
11. **Energy System Title and Condition on Facility Lease Agreement Termination.** The Parties agree that legal title to any and all fixtures, equipment, improvements or personal property of whatsoever nature at any time constructed or placed on or affixed to the Leased Space by Tenant, including without limitation the Energy System and its System Components, shall remain with Customer. Tenant shall return the Energy System at the end of this Agreement in substantially the same condition as existed on the Substantial Completion Date, plus any improvements, with ordinary wear and tear and casualty damage excepted.
12. **Energy System Operation and Maintenance.**
 - a. **Energy System Operation & Maintenance Services.** At Tenant's expense, Tenant will monitor the Energy System's performance and keep and maintain the Energy System in good condition and repair in accordance with the Maintenance Services provided in **Schedule B**; *provided, however*, the Parties acknowledge **Schedule B** is a guideline, to which strict adherence is not expected by the Parties ("**Maintenance Services**"). Customer is solely responsible for pursuing any available warranties

on System Components against the manufacturer(s) at its own expense, and may look only to such manufacturer, and not to Tenant, for any warranty with respect thereto. Tenant will assist Customer in resolving any warranties relating to System Components as described in **Schedule B**. Tenant shall prevent any liens from attaching to the Leased Space or the Site resulting from its maintenance activities, and shall defend, indemnify, and hold Customer harmless from the same. In the event Seller fails to meet such obligation, Customer may discharge, satisfy, or settle such liens and Tenant shall, within thirty (30) days of a written request by Customer, reimburse Customer for all costs and expenses incurred by Customer, including but not limited to attorneys' fees.

- b. **Operation and Maintenance Standard of Care.** Tenant will use commercially reasonable efforts to identify, respond to, and complete necessary maintenance and repairs and to operate the Energy System to operate the Energy System in accordance with the Design Documents and manufacturers' Operating Manuals (as described in the Purchase Agreement). Notwithstanding the foregoing, the Parties understand that delays may be caused by multiple causes including without limitation delay in the identification of operational issues, troubleshooting issues, warranty replacement, warranty procurement, force majeure (as described in Section 18.g), parts availability, parts delivery, crew availability, equipment defects, equipment performance, internet downtime, and similar causes.
 - c. **Energy System Casualty.** In the case of casualty to the Energy System, Tenant agrees to repair the Energy System with insurance proceeds described in Section 16.a. Customer shall cause said proceeds to be provided to Tenant to make the repairs caused by the casualty. Tenant shall repair, at Tenant's expense, any damage to the Leased Space that results from the Tenant's repair, reconfiguration, alteration, modification or replacement of the Energy System.
13. **Customer's Repair of Leased Space During Term.** Customer shall have the right at any time to access the Leased Space to inspect, maintain, replace or repair items and components thereof, excluding the Energy System. ("**Customer Maintenance**"). Customer shall provide thirty (30) days prior notice of any scheduled Customer Maintenance, except in the case of an emergency, Customer shall give notice as soon as practicable. Customer, at its own cost, will perform Customer Maintenance, and use Seller or another third party approved by Tenant to perform services required to be performed to the Energy System during Customer Maintenance (Tenant's approval of third parties will not be unreasonably withheld). Customer Maintenance will be performed at Tenant's expense to the extent the Customer Maintenance was required as a result of damage to the Leased Space caused by Tenant.
 14. **Utilities / Taxes.** After Substantial Completion Date, Tenant shall pay all taxes and assessments levied upon the Energy System and other personal property located and/or installed on the Site by Tenant that are related and attributed to consideration paid to Customer by Tenant for the Leased Space and the lease of the Energy System.

15. **Interference.**

- a. **Interference by Tenant.** Tenant shall operate the Energy System in a manner that will not unreasonably interfere with any existing operations or equipment located, operated or owned by Customer or any other permitted occupants as of the date of this Agreement. All operations by Tenant shall be lawful and in material compliance with all regulations and requirements of the Minnesota Public Utilities Commission, as well as any other applicable state, federal or local regulations and requirements and any applicable agreements with, or tariffs of, the local Utility.
- b. **Interference by Customer.** Following installation of the Energy System, Customer shall not cause or permit any other persons or parties to, install equipment or facilities or construct or allow any construction of a structure or structures ("**New Construction**") near the Leased Space if such New Construction would interfere with the Energy System or its performance. Customer shall not move, modify, remove, adjust, alter, change, replace, reconfigure or operate the Energy System or any part of it during the term of the Agreement without prior written direction or approval of Tenant, except if there is an occurrence reasonably deemed by Customer to be a bona fide emergency, in which case Customer will immediately notify Tenant of such emergency and Customer's proposed actions. Customer shall be responsible for, and promptly notify Tenant, of any damage to the Energy System caused by the Customer or its employees, invitees or agents, and shall promptly pay Tenant the costs to repair such damage to the Energy System, and Power Payments (as defined in the Power Purchase Agreement) due to Tenant.

16. **Insurance.**

- a. **General Liability and Property Insurance.** Customer shall (i) keep the Energy System insured against loss by fire, theft, hail and wind (ii) at all times will insure the Energy System at an amount equal to its replacement cost and (iii) will provide Tenant with a certificate of insurance that names Tenant as an additional insured and loss payee as further described in **Schedule C**. Customer shall also secure and maintain adequate comprehensive general liability insurance against liability related to the Energy System. Customer shall provide Tenant with evidence of having acquired such insurance coverages prior to the Substantial Completion Date and on an annual basis thereafter. The loss, injury or destruction of the Energy System shall not release Customer from payment as provided in this Agreement. Any insurance policies obtained by Customer shall provide that such policy of insurance cannot be terminated or cancelled by the insurer without thirty (30) days prior written notice to Tenant. Customer is responsible for any deductibles due under the insurance policies for casualties and will pay Tenant said deductible along with insurance proceeds received to repair the Energy System, and Tenant's lost Power Payments due to Tenant. Customer's failure or refusal to repair and recommission an Energy System following a loss shall constitute a breach of this Agreement.
- b. **Workers' Compensation Insurance and Employers' Liability Insurance.** In accordance with Minnesota state law, Tenant shall maintain in force workers' compensation insurance for all of its employees. Tenant shall also maintain employer's liability coverage

in an amount of not less than One Million Dollars (\$1,000,000.00) per accident. Tenant shall also secure and maintain adequate comprehensive general liability insurance against liability related to the Leased Property. Upon request, Tenant will provide Customer with a certificate of insurance.

17. **Indemnification.**

- a. Tenant shall indemnify and hold harmless Customer and its officers, directors, members, consultants, representatives, agents, employees and affiliates (each a "**Tenant Indemnified Party**") against any damages, liabilities, losses, costs and expenses, including reasonable attorney fees and costs (collectively, "**Damages**") incurred or suffered by any of them in any way arising out of, relating to, or in connection with (i) any breach of this Agreement by Tenant, or (ii) negligent or wrongful acts of Tenant or its employees or agents in connection with the transactions contemplated by this Agreement.
- b. Tenant shall indemnify Customer from any mechanic's, materialman's, or other lien with respect to the Site or the Leased Property to the extent such lien is attributable to Tenant's failure to pay the Installation Cost or other costs incurred in the performance of Tenant's obligations for maintenance and repair of the Energy System.
- c. To the extent permitted by law, Customer shall indemnify and hold harmless Tenant and its officers, directors, members, consultants, representatives, agents, employees and affiliates (each a "**Customer Indemnified Party**") against any Damages incurred or suffered by any of them in any way arising out of, relating to, or in connection with (i) any breach of this Agreement by Customer, or (ii) negligent or wrongful acts of Customer or its employees or agents in connection with the transactions contemplated by this Agreement.
- d. A Customer Indemnified Party or Tenant Indemnified Party claiming indemnification or Damages hereunder must give each Party prompt notice of the relevant claim and each Party agrees to cooperate with each other Party, at its own expense, in the defense of such claim. Notwithstanding the foregoing, any Party from whom indemnification or Damages are sought, shall control the defense and settlement of such claim; provided however that such Party shall not agree to any settlement that materially adversely affects the other Party without the prior written consent of such Party, which approval shall not be unreasonably withheld. Without limiting or diminishing the foregoing, any Party may, at its option and its own expense, participate in the defense of any such claim with legal counsel of its own choice.

18. **Incentive.** The Incentive, as defined in the Purchase Agreement, (the "**Incentive**") is irrevocably assigned to Tenant as additional consideration and shall be treated by Tenant as a fee earned for services. In the event the actual Incentive received is less than the Incentive described in the Purchase Agreement, the Power Payments in Schedule A of the Power Purchase Agreement will be increased so that Tenant recovers any deficit plus the time value of money. The Incentive is paid by the State of MN following providing a draw application and supporting documentation. Tenant may make no more than two (2) draw requests. The first draw may be made for 80% of the Incentive amount at equipment order following receiving

interconnection approval, and the second draw for the remainder after Final Completion. Any Incentive payment received directly by the Customer shall be deposited in their account, and paid to Tenant via cash or check within thirty (30) days after Customer's receipt.

19. **Miscellaneous.**

- a. **Relationship of the Parties.** No provision of this Agreement may be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither may be considered the agent of the other.
- b. **Entire Agreement / Recitals Integral.** This Agreement and all schedules, exhibits and attachments hereto, together with any agreement reference herein, constitute the entire agreement and understanding of the Parties relative to the subject matter hereof. The Parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter. The Recitals set forth above in this Agreement are and for all purposes shall be interpreted as being an integral part of this Agreement and are incorporated by reference.
- c. **Survival of Representations.** All representations, warranties, covenants and agreements of the Parties contained in this Agreement, or in any instrument, certificate, exhibit or other writing provided for in it, shall survive the execution of this Agreement and the consummation of the transactions contemplated herein.
- d. **Amendment.** This Agreement may be amended or modified only by a writing executed by the Parties to this Agreement. No custom or practice of the Parties at variance with the terms hereof shall have any effect. Notwithstanding the foregoing, the Parties agree to amend this Agreement to incorporate any additional language required to accommodate the Solar for Schools Grant Program requirements or other reasons consistent with the intended purpose of this Agreement.
- e. **Notices.** All notices to be given under this Agreement shall be in writing and shall be effectively given upon personal delivery, facsimile or email transmission (with confirmation of receipt), delivery by overnight delivery service or three days following deposit in the United States Mail (certified or registered mail, postage prepaid, return receipt requested).
- f. **No Delay.** No delay or failure on the part of any Party hereto to exercise any right, power or privilege hereunder shall operate as a waiver thereof.
- g. **Force Majeure.** Neither Party will be liable to the other Party for any delay, error, failure in performance or interruption of performance resulting from causes beyond its reasonable control, including without limitation fires, flood, accidents, explosions, sabotage, strikes or other labor disturbances, civil commotion, riots, invasions, wars, acts of God, acts of government, terrorism, delayed governmental process, international tariffs, inability to timely obtain a permit, inability to timely receive interconnection approval or response from Utility, inability to obtain sufficient qualified labor,

or any cause (whether similar or dissimilar to the foregoing) beyond the reasonable control of the Party.

- h. **Governing Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota without regard to its conflict of laws principals. Any lawsuit brought in connection with this Agreement shall be brought only in a court of general jurisdiction in Dakota County, Minnesota.
- i. **Severability.** The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.
- j. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement, nor any portion thereof, without the prior written consent of the other Party. Any other attempted assignment or transfer without prior written consent of the other Party shall be of no force or effect. As to any permitted assignment: (i) reasonable prior notice of any such assignment shall be given to the other Party; and (ii) any assignee shall expressly assume the assignor's obligations hereunder, unless otherwise agreed to by the other Party in writing. Notwithstanding the foregoing, as may be required for Tenant to avoid being classified as a Public Utility under Minnesota Statutes Chapter 216B.02, Subd. 4., or to leverage tax benefits as tax owner or to obtain financing, Tenant may, at its sole discretion, assign and/or sublease all or part of its interest under this Agreement to a controlled affiliate of Seller or Tenant, or assign this Agreement in connection with any sale or pledge of any or all of its assets to a third party or bank.
- k. **UCC Terms.** All terms in this Agreement that are not otherwise defined herein and are defined in the Minnesota Uniform Commercial Code, as amended from time to time ("**UCC**") shall have the meanings set forth in the UCC and such meanings will automatically change at the time that any amendment to the UCC, which changes such meanings, becomes effective.
- l. **Definitions.** Any capitalized term not defined herein shall have the meaning given to it in the Purchase Agreement, unless otherwise stated.
- m. **Marketing and Promotion.** Tenant shall not use Customer's name, image or likeness in connection with advertising and promoting the Project or the Energy System without Customer's approval, which shall not be unreasonably withheld.
- n. **Utility Exclusivity / Subordination to Utility Agreements.** All electric power generated from the Energy System will be used on-Site by the Customer or exported to the Utility, and will not be sold to any third party. The Parties agree the Utility retains exclusive control of all power otherwise provided to the Customer. Tenant makes no claims to Renewable Energy Certificates associated with the Project. No portion of this Agreement is intended to conflict with any Utility Agreements to which Seller, Customer or Tenant are a party. In the case of a conflict between the terms or conditions of this Agreement and the Utility Agreements, the terms and conditions of the Utility Agreements shall control. Utility, or its successors and assigns, is a third-party beneficiary of the provision of

this paragraph. Nothing in this Agreement shall prevent Utility, from fully enforcing the terms and conditions of the Utility Agreements.

- o. **Data Practices.** Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Seller in performing this Agreement is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes Chapter 13, and Seller must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes, Section 13.08 apply to Seller. Seller does not have a duty to provide access to public data to the public if the public data are available from the Customer, except as required by the terms of this Agreement.
- p. **Proprietary Information.** Information claimed by Seller to be proprietary, trade secret or business data shall be governed by the standards required for "Trade Secret Information" as defined in MGDPA, Section 13.37(b) and as it may otherwise be referenced in the MGDPA. All of the data created, collected, received, stored, used, maintained, or disseminated by or to the Customer under this Agreement is subject to the requirements of the MGDPA. The Parties acknowledge that the classification of any government data is governed by the MGDPA and not by the understanding of either the Customer or the Seller. Notwithstanding any other provision in this Agreement, the Customer's obligation is to maintain and release the data in a manner that is consistent with the MGDPA, provided, however, that Customer agrees to provide prompt written notice to the Seller when Customer receives a request under the MGDPA for data concerning the terms of the Agreement, including the Agreement itself ("Contract Data"), not including presentations, memoranda and information previously disclosed publicly. When Customer receives a request for Contract Data, Customer shall notify Seller of the request promptly in writing. Customer shall reasonably wait to disclose the Contract Data until the later of (i) Seller getting a judicial determination by a judicial officer, arbitrator, or administrative law judge on the public or nonpublic designation of the Data or (ii) the last day that, in Customer's sole discretion, Customer must make such disclosure to avoid being at risk of a successful claim from the requester that Customer is in violation of the MGDPA. Customer remains solely responsible for the initial determination of whether the requested Contract Data is public or private/nonpublic, but the parties acknowledge that any final determination by a judicial officer, arbitrator, or administrative law judge, or appellate review thereof, will control. If the Customer determines that some or all of the Contract Data is public under section 13.03 of the MGDPA, Customer shall provide prompt written notice to Seller prior to Customer's disclosure of such data so that Seller, its sole expense, shall have the opportunity to object to such disclosure in writing and seek a determination by a judicial officer, arbitrator, or administrative law judge that such data constitutes trade secret information or business data under the MGDPA and therefore cannot be disclosed under the MGDPA. In no event shall Customer be required by the Seller under this Agreement to withhold or delay disclosure of public data contrary to requirements of the MGDPA. Notwithstanding the notice and timing provisions in this Subsection 16p., Customer shall not

be liable to Seller for any failure to give notice or otherwise to timely respond to Seller regarding a third-party request for data. Seller's claims against the Customer shall be limited to private actions it may have, if any, for Customer's failure to follow the MGDPA.

- q. **Record Keeping Availability and Retention.** Pursuant to Minnesota Statutes, Section 16C.05, subd. 5, Seller agrees that the books, records, documents and accounting procedures and practices of Seller, that are relevant to the Agreement or transaction, are subject to examination by the Customer and the state auditor for a minimum of six (6) years. Seller shall maintain such records for a minimum of six (6) years after final payment.
- r. **Non-Discrimination.** Pursuant to Minnesota Statutes, Section 181.59, the Seller will take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age. The Seller agrees to be bound by the provisions of Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this Agreement.
- s. **Additional Information Required by the Solar for Schools Grant Program:** Fair Market Value, Recycling Cost information, and 25 Year Cashflow Analysis are provided in **Schedule D**. All electronic equipment including but not limited to Solar panels, Inverters, Optimizers and electronic components that are disposed of by Tenant will be managed by Tenant in accordance with then applicable recycling regulations. End of Life Energy System Removal and Disposal will be performed by the Customer at Customer's expense.

The Parties hereto have caused this Agreement to be duly signed in their respective names as of the Effective Date.

Tenant
iDEAL Energies Solar Leasing, LLC

By: _____
Rich Ragatz, its Vice President

Dated: _____

Customer:
Independent School District No. 200 - Hastings Public Schools

By: _____
Dr. Tammy Champa, its Superintendent

Dated: _____

SCHEDULE A

Site Plan

Plan View Drawing indicating the final location of the Energy System on the Leased Space and the point of interconnection of the Energy System with the electrical system at the Site

[The above document is provided by Seller, and is included in the Owner's Manual that is provided to Customer after Substantial Completion]

SCHEDULE B

Maintenance Services

1. Operation and Maintenance Standard of Care. Tenant will use commercially reasonable efforts to identify, respond to, and complete necessary maintenance and repairs and to operate the Energy System to operate the Energy System in accordance with the Design Documents and manufacturers' Operating Manuals (as described in the Purchase Agreement). Notwithstanding the foregoing, the Parties understand that delays may be caused by multiple reasons including without limitation, delay in the identification of operational issues, troubleshooting issues, warranty replacement, warranty procurement, force majeure, parts availability, parts delivery, crew availability, equipment defects, equipment performance, internet downtime, and similar causes.

2. Maintenance Services. The following Maintenance Services ("**Maintenance Services**") are provided by Tenant at Tenant's sole expense as described in Section 12 of this Agreement:

- A. Weekly performance monitoring via online monitoring system to validate performance of panels and inverters, energy production; benchmark performance vs. similar systems for validation
- B. Identify any defective equipment via on-line monitoring system
- C. Semi-annual site audits of the Energy System performing the following tasks
 - 1. Inspect panels, inverters, and racking for physical damage
 - 2. Clean any debris on or under the solar arrays
 - 3. Ensure labels are intact
 - 4. Check for loose hanging wires, repair as necessary
 - 5. Check electrical connections, tighten/torque as necessary
 - 6. Check for corrosion of electrical enclosures, repair as necessary
- D. Tenant will manage System Component warranty claims on behalf of Customer

3. Fees for Parts Replaced Under Manufacturer's Warranty. For twelve (12) months after the Substantial Completion Date, Tenant will provide the Maintenance Services at Tenant's sole expense. Beginning on the thirteenth (13) month, the following fees will be charged to Customer where Tenant removes and reinstalls parts that are available and replaced under the manufacturer's warranty. Inverters will be serviced as soon as possible after identification of a performance issue. After identification of performance issues, Optimizers will be replaced at least quarterly.

- 1. Panel Replacement & Recycling Services - \$150 / each
- 2. Optimizer Replacement Services - \$65 / each
- 3. Inverter Replacement Services
 - o 20 to 50 kW inverter - \$200 / each
 - o 51 to 100 kW inverter - \$400 / each
 - o >100 kW inverter - \$600 / each

4. Payment for Services. Payment is due for any services provided by Tenant under Section 3 above net 30 days from Tenant's invoice date.

SCHEDULE C
iDEAL Energies Solar Leasing, LLC
Insurance Requirements for Solar Equipment

Contact your insurance company and let them know you are installing solar equipment and need to insure it. Have them issue a Certificate of Insurance described below as required to comply your Facility Lease Agreement's requirements. If your insurance company has any questions about the equipment, the installation or the below, please have them contact **Wendy Vorasane** of iDEAL Energies at **612.928.5008**.

Please have a copy of the Certificate of Insurance emailed to wendy.vorasane@idealenergies.com.

1. List the following information in the 'Certificate Holder's' box:

iDEAL Energies Solar Leasing, LLC
8318 Pillsbury Avenue South Bloomington, MN 55420

2. List the following (or equivalent language) in the 'Descriptions of Operations / Locations / Vehicles' box:

iDEAL Energies Solar Leasing, LLC is named as an additional insured and Loss Payee for the Energy System. Should any of the above-described policies be cancelled before the expiration date, 30 days-notice will be sent in accordance with the policy provisions.

SCHEDULE D

Additional Information Required by the Solar for Schools Grant Program

Fair Market Value

FMV definition per Solar for Schools Grant program is the remaining energy value after termination of the Facility Lease Agreement and Facility Operations Agreement less the End-of-Life Cost of Removal. The FMV of the Customer's Energy System calculated from year 21 through year 40 (expected panel life) is provided below:

Energy Value ¹	\$2,616,367.00
End-of-Life Removal and Disposal ²	<u>-\$131,964.00</u>
FMV	\$2,484,403.00

System Component Reporting and End of Life Recycling

6. System Component Reporting and End of Life Recycling	
6.1	<u>System Level Work Order Execution</u> : At the time of any System level work order execution, Grantee's Developer shall be responsible for returning damaged and/or defective panels through the distribution chain for recycling and inverters to the manufacturer under warranty.
6.2	<u>Operations and Maintenance (O&M)</u> : While engaged in an O&M contract, Grantee's Developer shall be responsible for tracking solar system equipment that ceases to function as intended (for any reason), recycling of any modules or inverters provided under this contract, and reporting this information in accordance with 6.6.
6.3	<u>System Components Under Warranty</u> : Grantee's Developer shall be responsible for tracking System equipment under warranty that cease to function as intended (for any reason), recycling of any modules or inverters provided under this contract, and reporting this information in accordance with 6.6.
6.4	<u>Third Party Ownership</u> : While engaged in a power purchase agreement (or third-party ownership model) contract, the Grantee's contractor shall be responsible for tracking solar system equipment that ceases to function as intended (for any reason), recycling of any modules or inverters provided under this contract and reporting this information in accordance with 6.6.
6.5	<u>End of Life Decommissioning and Recycling</u> : at the time of decommissioning or System removal, Grantee shall be responsible for recycling any modules or inverters provided under this contract and reporting this information in accordance with 6.6.
6.6	<u>Tracking and Reporting</u> : all tracking and recycling of System equipment that ceases to function as intended (for any reason) shall include counts of module and inverter type and be reported on an annual basis, by March 31 for the previous calendar year, to the Minnesota Pollution Control Agency (MPCA). A recycling and reporting form will be available on the Department's webpage and provided upon contract execution.
Deliverable(s):	
<ul style="list-style-type: none"> • Throughout the System's lifetime, a copy of the previous year's recycling and reporting form (which must be submitted to MPCA annually by March 31st for the previous year) is also submitted to the Department via <i>System Production – Annual Check-In</i> form. • Throughout the System's lifetime, the <i>System Production – Annual Check-In</i> form is satisfactorily completed annually beginning 12 months after System commissioning and is submitted online via the Department's GIW. 	

¹ Energy Produced (kWh) during years 21 to 40 multiplied by the then effective utility rate.

² 40 year End-of-Life Removal and Disposal estimated cost is based on the following 2023 costs and an annual escalator of 3.5%: 690 panels @ 49.6 lb./each and \$0.40/lb.; - @ 2.34 lb./each and \$0.25/lb.; 2 @ SMA SMA125k480V(2) Inverter(s) at 78.2 lb./each and \$0.25/lb.; 20 hours electrician @ \$120/hr.; 200 hours general labor @ \$75/hr.; 5 40 yard dumpster \$400 each; all metals recycled at zero cost.

**25 Year System Cashflow Analysis
SFS24-5014**

**The 25 Year System Cashflow Analysis is hereby
incorporated into this Agreement by Reference**

Power Purchase Agreement

320.850 kW DC JinkoJKM465M-TV Solar Panels with 250.00 kW AC SMA SMA125k480V(2) Inverter(s), & APA, Unirac, Schletter (or equivalent) Groundmounted Racking

Solar For Schools Grant Program

This **POWER PURCHASE AGREEMENT** ("Agreement"), dated **March 26, 2025** ("Effective Date") is between **iDEAL Energies Solar Leasing, LLC**, a Minnesota limited liability company, whose principal place of business is located at **8318 Pillsbury Avenue South Bloomington, MN 55420, MN 55420** ("Tenant"), and **Independent School District No. 200 - Hastings Public Schools**, a **Minnesota Public School**, whose principal place of business is located at **1000 11th St W, Hastings, MN 55033-2597** ("Customer"). Tenant and Customer are sometimes also referred to in this Agreement jointly as "**Parties**", or individually as a "**Party**".

RECITALS

- A. Tenant leases, operates and maintains the photovoltaic solar electric system described in Schedule A ("**Energy System**") located at the Site, as defined in that certain **Purchase Agreement** between Customer and **Ideal Energies, LLC** ("**Seller**") of even date herewith ("**Purchase Agreement**") pursuant to a Facility Lease Agreement between the Parties of even date herewith ("**Facility Lease Agreement**").
- B. Tenant desires to provide renewable electric power inclusive of all rights to its RECs to Customer, and Customer desires to purchase from Tenant all such electricity which is produced by the Energy System.
- C. Customer has or will apply for the Tariff. Contemporaneous or near the Substantial Completion Date for the Energy System, Customer will enter into Utility Agreements with Utility pursuant to which Customer will interconnect the Energy System to the Utility's grid.
- D. Customer (or its tenant) is eligible to participate in the Utility's **Net Metering Program**, Rate Codes A53/A54 (monthly net metering) where Customer (or its tenant) is compensated by Utility at the applicable rate specified in the Rate Code for each kWh produced from the Energy System that exceeds the Site's consumption ("**Net Metering Credit**"). Under this program, the energy generated from the Energy System is available for on-Site use and reduces the total units of energy (kWh) that Customer (or its tenant) would otherwise purchase from Utility.
- E. Pursuant to the Facility Lease Agreement, for tax purposes, Customer and Tenant intend Tenant to be the owner of the system for income tax purposes.
- F. Any capitalized term not defined herein shall have the meaning given to it in the Purchase Agreement, unless otherwise stated.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises of the Parties hereto and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Customer	Independent School District No. 200 - Hastings Public Schools
Utility	Xcel Energy
Site	Kennedy Elementary 1175 Tyler St, Hastings, MN 55033
Xcel Premise #	303405005

- 1. **Contingency.** The Parties' performance under this Agreement is contingent on Substantial Completion occurring for the Project in accordance with the terms of the Purchase Agreement.
- 2. **Power Purchase.** Tenant shall deliver all power generated from the Energy System to Customer at the point of interconnection shown on Schedule A of the Facility Lease Agreement.
 - a. **Power Payments.** Customer will pay Tenant the fixed monthly Power Payments specified in **Schedule A** ("**Power Payments**"), which may be amended pursuant Section 18 of the Facility Lease Agreement.
 - b. **Payment Remittance / Sales Tax.** The Power Payments are due monthly beginning on the first day of the first month following the Substantial Completion Date and continuing each month until expiration of the Term (as defined below) of this Agreement. Power Payments do not include any sales tax. Sales tax will be added to the Power Payments based on Customer's applicable sales tax rate. Customer will remit and mail payments to Tenant, or its assignee, to the address below:

iDEAL Energies Solar Leasing, LLC
8318 Pillsbury Avenue South
Bloomington, MN 55420
- 3. **Ownership of Renewable Energy Certificates.** Customer will convey to the Utility all RECs generated by the Energy System in accordance with MN 216C.375, subd. 12. For purposes of this Agreement, RECs include all attributes of an environmental or other nature that are created or otherwise arise from the Energy System, including without limitation, tags, certificates or similar projects or rights associated with solar energy as a "green" or "renewable" electric generation resource. RECs shall also include any other environmental attribute intended to be transferred to the Utility under the Utility Agreements.
- 4. **Term.** The term of this Agreement shall begin on the Substantial Completion Date and shall terminate on the last day of the **20th** year thereafter ("**Term**").
- 5. **Late Charge / Costs of Collection.** In the event Customer fails to make any payment when due, Customer agrees that Tenant may charge interest at the rate provided in Minnesota Statutes 549.09, subd. 1(c)(1)(i) on a monthly basis on the amount of any payments remaining unpaid more than ten (10) days from the due date until paid in full.
- 6. **Grant of Security Interest.** To secure the payment and performance of all of Customer's liabilities, obligations and covenants under this Agreement or the Facility Lease Agreement, Customer hereby grants to Tenant a continuing security interest in any interest the Customer has in the Energy System, together with all attachments, accessories or replacement parts placed upon the Energy System, and in all proceeds of each of the foregoing, to the extent

allowable by Minnesota law. Upon the request of Tenant, Customer shall promptly obtain a subordination agreement in favor of Tenant from any third-party lienholder who may have a lien or security interest in any of the foregoing. Tenant's security interest and other rights under this Section shall be extinguished upon the later of termination of this Agreement and the Facility Lease Agreement and performance of all of Customer's obligations hereunder and thereunder, and Tenant shall execute and file any evidence of such extinguishment reasonably requested by Customer.

7. **Insurance.** Customer shall keep the Energy System insured against loss by fire, theft, hail and wind and such other hazards as required by the Facility Lease Agreement. The loss, injury or destruction of the Energy System shall not release Customer from making all Power Payments.

8. **Events of Default.** Each of the following shall constitute an event of default ("**Event of Default**"):

- a. Customer shall fail to make any payment to Tenant when due hereunder, Tenant has notified Customer of such failure, and the failure has continued without cure by Customer or written waiver by Tenant for a period of thirty (30) days after the notice of failure;
- b. Customer shall breach in any material respect any representation, warranty or covenant contained in any Transaction Documents (as defined in the Purchase Agreement), Tenant has notified Customer of the breach, and the breach has continued without cure by Customer or written waiver by Tenant for a period of thirty (30) days after the notice of breach;
- c. Customer becomes insolvent, make an assignment for the benefit of creditors or file any petition under bankruptcy, reorganization, insolvency or moratorium law, or any other law for the relief of debtors;
- d. Any involuntary petition shall be filed under any bankruptcy statute against Customer or any receiver, trustee, or similar official shall be appointed to take possession of the properties of Customer unless such petition or appointment ceases to be in effect within thirty (30) days of such filing or appointment;
- e. Customer fails to comply with any of its obligations under any of Customer's agreements with the Utility; or
- f. Customer's failure or refusal to allow Tenant to repair and recommission an Energy System following a casualty loss.

9. **Remedies.**

- a. If an Event of Default occurs, Tenant may, at its option, exercise any one or more of the following remedies:
 - i. Declare all amounts due or to become due under this Agreement immediately due and payable;
 - ii. Recover any additional damages and expenses sustained by Tenant by reason of the Event of Default;
 - iii. Enforce the security interest granted hereunder, in which event Customer agrees to make the Energy System available to Tenant at a place or places acceptable to Tenant and Tenant shall have the right to take possession of the Energy System without legal process for which purpose Tenant may enter any premises where the Energy System may be found without legal process and without breaching the peace, provided that in such case

the fair market value of the Energy System shall offset any amounts due under this Agreement;

- iv. Retain all payments made by Customer as liquidated damages for the non-performance of this Agreement, for use of the Energy System and for depreciation thereof;
- v. Exercise any other remedies available under law, including those under Article 9 of the UCC.

b. In the event the Energy System is sold, foreclosed on, or repossessed in the manner provided herein or by law and the fair market value of the Energy System as determined by a qualified independent third-party appraiser is not sufficient to pay the amount due under this Agreement, Customer agrees to pay immediately to Tenant such deficiency. In the event the Energy System is sold, foreclosed on, or repossessed in the manner provided herein or by law and the fair market value of the Energy System exceeds the amount that Customer is required to pay Tenant under this Agreement, Tenant agrees to pay immediately to Customer such excess.

c. The remedies provided herein shall be cumulative and may be exercised singularly, concurrently or successively with and in addition to all other remedies in law or equity. If either Party fails to perform any of its obligations under this Agreement, the other Party may (but need not) at any time thereafter perform such obligation, and the expenses incurred in connection therewith shall be payable in full by the nonperforming Party upon demand. In addition, the nonperforming Party agrees to pay the other Party's reasonable attorney's fees and costs of collection in pursuing any remedies.

10. **Annual Energy Production Not Guaranteed.** **THE PARTIES UNDERSTAND AND AGREE THE ANNUAL ENERGY PRODUCTION FROM THE ENERGY SYSTEM MAY VARY FROM ANNUAL PROJECTIONS FOR REASONS BEYOND THE PARTIES CONTROL INCLUDING WITHOUT LIMITATION SEASON WEATHER VARIATIONS, ROUTINE AND NON-ROUTINE MAINTENANCE CAUSING DOWNTIME, EQUIPMENT PERFORMANCE, PROCESSING ANY EQUIPMENT WARRANTIES FOR MALFUNCTIONING EQUIPMENT, FORCE MAJEURE, ETC. THE PARTIES UNDERSTAND THAT THE UTILITY BILL CREDITS, [INCENTIVES/RECS], NET METERING CREDITS, AND UTILITY BILL SAVINGS THAT ARE RECOGNIZED BY THE PROJECT WILL VARY WITH UTILITY RATES, THE ENERGY SYSTEM'S ENERGY PRODUCTION, ACTUAL SITE ENERGY DEMAND OR CONSUMPTION PROFILES, OR SIMILAR, AND THAT THE ACTUAL AMOUNTS RECOGNIZED OR RECEIVED BY THE PARTIES WILL VARY ACCORDINGLY. TENANT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, THAT PRODUCTION WILL MATCH PROJECTIONS, AND CUSTOMER AND TENANT ASSUME THE VARIABILITY OF POTENTIAL OUTCOMES AT THEIR SOLE RISK.**

11. **Utility Bill & Net Metering Credits.** The Utility Bill Credits and Net Metering Program (as described in the Purchase

Agreement), are owned by, and for the exclusive use of Customer. In the event the actual Utility Bill Credits or Net Metering Credits received are greater or less than the expected, there will be no adjustment to the terms of this Agreement, and each Party waives its right to recover any surplus or deficiency from the other Party.

12. **Customer's Maximum Power Payment Obligation.** The Customer's maximum Power Payment obligation to Tenant under this Agreement is the sum of all the Power Payments listed in **Schedule A**.
13. **Power Payment Adjustment.** Except where the reimbursement due under this Section is caused by Customer's breach of this Agreement, or the Energy System being non-operational during Energy System replacement or periods of Customer's Maintenance performed in accordance with Sections 12 or 13 of the Facility Lease Agreement, if the Energy System does not produce 85% of the estimated energy production (kwh/year) calculated on a calendar year basis excluding any fractional years, at the end of each calendar year, Tenant will reimburse Customer within ninety (90) days after the then end of that calendar year as follows:
 - a. Total payments paid to Tenant during a calendar year * (1 - (actual annual kWh produced / 85% of the estimated kWh produced)).
 - b. For example, in year 1, the Energy System is estimated to produce 10,000 kWh, the system produces 8,000 kWh, or 80% of the estimated energy production, and Total Payments paid to Tenant are \$1,000. A \$58.82 cash reimbursement will be paid to Customer that is calculated as follows: $\$1,000.00 * (1 - (80\%/85\%)) = \58.82 .
14. **Guaranteed Energy Savings Contract.** This is a guaranteed Energy Savings agreement for an Energy Conservation Measure intended to comply with Minn. Stat. Section 471.345 whereby, Tenant agrees that the annual utility, operation and maintenance savings provided to Customer during the Term will meet or exceed the cost of energy conservation measures. All payments, except obligations on termination of the Agreement before its expiration, will be made over time, but not to exceed 20 years from the date of the Energy System's final installation. Payment of not less than 1/20 of the price to be paid will be paid within the initial two years of the date of the first operation of the Energy Systems, with the remaining payments to be made monthly. Such savings are guaranteed to the extent necessary to make payments for the Energy System.
15. **Miscellaneous.**
 - a. **Relationship of the Parties.** No provision of this Agreement may be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither may be considered the agent of the other.
 - b. **Entire Agreement / Recitals Integral.** This Agreement and all schedules, exhibits and attachments hereto, together with any agreement reference herein, constitute the entire agreement and understanding of the Parties relative to the subject matter hereof. The Parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter. The Recitals set forth above in this Agreement are and for all purposes shall be interpreted as being an integral part of this Agreement and are incorporated by reference.
 - c. **Survival of Representations.** All representations, warranties, covenants and agreements of the Parties contained in this Agreement, or in any instrument, certificate, exhibit or other writing provided for in it, shall survive the execution of this Agreement and the consummation of the transactions contemplated herein.
 - a. **Amendment.** This Agreement may be amended or modified only by a writing executed by the Parties to this Agreement. No custom or practice of the Parties at variance with the terms hereof shall have any effect. Notwithstanding the foregoing, the Parties agree to amend this Agreement to incorporate any additional language required to accommodate the Solar for Schools Grant Program requirements or other reasons consistent with the intended purpose of this Agreement.
 - d. **Notices.** All notices to be given under this Agreement shall be in writing and shall be effectively given upon personal delivery, facsimile or email transmission (with confirmation of receipt), delivery by overnight delivery service or three days following deposit in the United States Mail (certified or registered mail, postage prepaid, return receipt requested).
 - e. **No Delay.** No delay or failure on the part of any Party hereto to exercise any right, power or privilege hereunder shall operate as a waiver thereof.
 - f. **Force Majeure.** Neither Party will be liable to the other Party for any delay, error, failure in performance or interruption of performance resulting from causes beyond its reasonable control, including without limitation fires, flood, accidents, explosions, sabotage, strikes or other labor disturbances, civil commotion, riots, invasions, wars, acts of God, acts of government, terrorism, delayed governmental process, international tariffs, inability to timely obtain a permit, inability to timely receive interconnection approval or response from Utility, inability to obtain sufficient qualified labor, or any cause (whether similar or dissimilar to the foregoing) beyond the reasonable control of the Party.
 - g. **Governing Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota without regard to its conflict of laws principals. Any lawsuit brought in connection with this Agreement shall be brought only in a court of general jurisdiction in Dakota County, Minnesota.
 - h. **Severability.** The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.
 - i. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement, nor any portion thereof, without the prior written consent of the other Party. Any other attempted assignment or transfer without prior written consent of the other Party shall be of no force or effect. As to any permitted

assignment: (i) reasonable prior notice of any such assignment shall be given to the other Party; and (ii) any assignee shall expressly assume the assignor's obligations hereunder, unless otherwise agreed to by the other Party in writing. Notwithstanding the foregoing, as may be required for Tenant to avoid being classified as a Public Utility under Minnesota Statutes Chapter 216B.02, Subd. 4., or to leverage tax benefits as tax owner or to obtain financing, Tenant may, at its sole discretion, assign all or part of its rights under this Agreement to a controlled affiliate of Seller or Tenant, or assign this Agreement in connection with any sale or pledge of any or all of its assets to a third party or bank.

- j. **UCC Terms**. All terms in this Agreement that are not defined herein and are defined in the Minnesota Uniform Commercial Code, as amended from time to time ("**UCC**") shall have the meanings set forth in the UCC and such meanings will automatically change at the time that any amendment to the UCC, which changes such meanings, becomes effective.
- k. **Definitions**. Any capitalized term not defined herein shall have the meaning given to it in the Purchase Agreement, unless otherwise stated.
- l. **Marketing and Promotion**. Tenant shall not use Customer's name, image or likeness in connection with advertising and promoting the Project or the Energy System without Customer's approval, which shall not be unreasonably withheld.
- m. **Utility Exclusivity / Subordination to Utility Agreements**. All electric power generated from the Energy System will be owned by Customer and used on-Site by Customer or exported to the Utility. Tenant makes no claims to Renewable Energy Certificates associated with the Project. No portion of this Agreement is intended to conflict with any Utility Agreements to which Seller, Customer or Tenant are a party. In the case of a conflict between the terms or conditions of this Agreement and the Utility Agreements, the terms and conditions of the Utility Agreements shall control. Utility, or its successors and assigns, is a third-party beneficiary of the provision of this paragraph. Nothing in this Agreement shall prevent Utility, from fully enforcing the terms and conditions of the Utility Agreements.
- n. **Data Practices**. Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Seller in performing this Agreement is subject to the requirements of the Minnesota Government Data Practices Act ("**MGDPA**"), Minnesota Statutes Chapter 13, and Seller must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes, Section 13.08 apply to Seller. Seller does not have a duty to provide access to public data to the public if the public data are available from the Customer, except as required by the terms of this Agreement.
- o. **Proprietary Information**. Information claimed by Tenant to be proprietary, trade secret or business data shall be governed by the standards required for "Trade Secret Information" as defined in MGDPA, Section 13.37(b) and as it may otherwise be referenced in the MGDPA. All of the data created, collected, received, stored, used, maintained, or disseminated by or to the Customer under this Agreement is subject to the requirements of the MGDPA. The Parties acknowledge that the classification of any government data is governed by the MGDPA and not by the understanding of either the Customer or the Tenant. Notwithstanding any other provision in this Agreement, the Customer's obligation is to maintain and release the data in a manner that is consistent with the MGDPA, provided, however, that Customer agrees to provide prompt written notice to the Tenant when Customer receives a request under the MGDPA for data concerning the terms of the Agreement, including the Agreement itself ("**Contract Data**"), not including presentations, memoranda and information previously disclosed publicly. When Customer receives a request for Contract Data, Customer shall notify Tenant of the request promptly in writing. Customer shall reasonably wait to disclose the Contract Data until the later of (i) Tenant getting a judicial determination by a judicial officer, arbitrator, or administrative law judge on the public or nonpublic designation of the Data or (ii) the last day that, in Customer's sole discretion, Customer must make such disclosure to avoid being at risk of a successful claim from the requester that Customer is in violation of the MGDPA. Customer remains solely responsible for the initial determination of whether the requested Contract Data is public or private/nonpublic, but the parties acknowledge that any final determination by a judicial officer, arbitrator, or administrative law judge, or appellate review thereof, will control. If the Customer determines that some or all of the Contract Data is public under section 13.03 of the MGDPA, Customer shall provide prompt written notice to Tenant prior to Customer's disclosure of such data so that Tenant, its sole expense, shall have the opportunity to object to such disclosure in writing and seek a determination by a judicial officer, arbitrator, or administrative law judge that such data constitutes trade secret information or business data under the MGDPA and therefore cannot be disclosed under the MGDPA. In no event shall Customer be required by the Tenant under this Agreement to withhold or delay disclosure of public data contrary to requirements of the MGDPA. Notwithstanding the notice and timing provisions in this Subsection 16o., Customer shall not be liable to Tenant for any failure to give notice or otherwise to timely respond to Tenant regarding a third-party request for data. Tenant's claims against

the Customer shall be limited to private actions it may have, if any, for Customer's failure to follow the MGDPA.

manner consistent with this Agreement being a "service contract" for all income tax purposes.

- p. **Record Keeping Availability and Retention.** Pursuant to Minnesota Statutes, Section 16C.05, subd. 5, Tenant agrees that the books, records, documents and accounting procedures and practices of Tenant, that are relevant to the Agreement or transaction, are subject to examination by the Customer and the state auditor for a minimum of six (6) years. Tenant shall maintain such records for a minimum of six (6) years after final payment.
- q. **Non-Discrimination.** Pursuant to Minnesota Statutes, Section 181.59, the Tenant will take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age. The Tenant agrees to be bound by the provisions of Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this Agreement.
- r. **Services Contract.** This Agreement purports to be a "service contract" within the meaning of Section 7701(e) of the Code; further, each party hereto agrees to report payments made and received hereunder in a

The Parties hereto have caused this Agreement to be duly signed in their respective names as of the Effective Date.

Tenant
iDEAL Energies Solar Leasing, LLC

By: _____
Rich Ragatz, its Vice President

Dated: _____

Customer:
Independent School District No. 200 - Hastings Public Schools

By: _____
Dr. Tammy Champa, its Superintendent

Dated: _____

SCHEDULE A
Payment Schedule

320.850 kW DC JinkoJKM465M-TV Solar Panels with
250.00 kW AC SMA SMA125k480V(2) Inverter(s)(s), & APA, Unirac, Schletter (or equivalent)
Groundmounted Racking

iDEAL Energies Solar Leasing, LLC			
Year	Estimated Production (kWh/year)	Payment (\$/year)	Payment (\$/month)
1	409,084	\$ 16,107.48	\$ 1,342.29
2	407,243	\$ 16,596.24	\$ 1,383.02
3	405,410	\$ 17,099.76	\$ 1,424.98
4	403,586	\$ 17,618.64	\$ 1,468.22
5	401,770	\$ 18,153.24	\$ 1,512.77
6	399,962	\$ 18,704.04	\$ 1,558.67
7	398,162	\$ 19,271.52	\$ 1,605.96
8	396,370	\$ 19,856.28	\$ 1,654.69
9	394,586	\$ 20,458.80	\$ 1,704.90
10	392,810	\$ 21,079.56	\$ 1,756.63
11	391,042	\$ 21,719.16	\$ 1,809.93
12	389,282	\$ 22,378.08	\$ 1,864.84
13	387,530	\$ 23,057.04	\$ 1,921.42
14	385,786	\$ 23,756.64	\$ 1,979.72
15	384,050	\$ 24,477.48	\$ 2,039.79
16	382,322	\$ 25,220.28	\$ 2,101.69
17	380,602	\$ 25,985.52	\$ 2,165.46
18	378,889	\$ 26,773.92	\$ 2,231.16
19	377,184	\$ 27,586.32	\$ 2,298.86
20	375,487	\$ 28,423.44	\$ 2,368.62
TOTAL		\$434,323.44	