

**Hastings Area Public Schools - ISD 200**  
**School Board Meeting Agenda**

Wednesday, November 5, 2025  
Work Session  
Middle School Media Center

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- I. Pledge of Allegiance
- II. **Items for Discussion**
  - a. Policies for Review
  - b. Budget Update Discussion
  - c. HCTV Rent Agreement Discussion
  - d. Gymnastics Update
  - e. Draft New Vision Card Review
  - f. MSHSL Discussion
  - g. Joint Powers Agreements
  - h. MSBA Leadership Conference - January
  - i. Mid-year Superintendent Evaluation Date Discussion
  - j. School Perceptions Survey Deep Dive - date in January 2026



## **306 ADMINISTRATOR CODE OF ETHICS**

### **I. PURPOSE**

The purpose of this policy is to establish the requirements of the school board that school administrators adhere to the standards of ethics and professional conduct in this policy and Minnesota law.

### **II. GENERAL STATEMENT OF POLICY**

The board has adopted Minnesota Administrative Rule 3512.5200, as outlined below.

### **III. STANDARDS OF PROFESSIONAL CONDUCT**

- A. A school administrator must provide professional educational services in a nondiscriminatory manner;
- B. A school administrator must take reasonable action to protect students and staff from conditions harmful to health and safety;
- C. A school administrator must take reasonable action to provide an atmosphere conducive to learning;
- D. A school administrator must not use professional relationships with students, parents and caregivers, staff, or colleagues to private advantage;
- E. A school administrator must disclose confidential information about individuals only when a compelling professional purpose is served in accordance with state and federal laws and school district policies;
- F. A school administrator must not knowingly falsify or misrepresent records or facts relating to the administrator's qualifications or to the qualifications of other staff or personnel;
- G. A school administrator must not knowingly make false or malicious statements about students, students' families, staff, or colleagues;
- H. A school administrator must not accept gratuities, gifts, or favors that impair professional judgment, nor offer any favor, service, or item of value to obtain special advantage;
- I. A school administrator must only accept a contract for a position when licensed for the position or when a school district is issued a variance by the board
- J. A school administrator, in filling positions requiring licensure, must employ, recommend for employment, and assign only appropriately licensed personnel, or persons for whom the school district has been issued a variance by the appropriate state board or agency, unless, after making reasonable efforts to obtain a variance, an appropriately licensed person

cannot be assigned and the position must be filled to meet a legitimate emergency educational need; and

- K. A school administrator must not engage in conduct involving dishonesty, fraud, or misrepresentation in the performance of professional duties.

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

L. ~~The Educational Administrator.~~¶¶

- ~~1. Makes the well-being of students the fundamental value of all decision-making and actions.~~¶¶
- ~~2. Fulfills professional responsibilities with honesty and integrity.~~¶¶
- ~~3. Supports the principle of due process and protects the civil and human rights of all individuals.~~¶¶
- ~~4. Obeys local, state, and national laws and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.~~¶¶
- ~~5. Implements the school board's policies.~~¶¶
- ~~6. Pursues appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals.~~¶¶
- ~~7. Avoids using positions for personal gain through political, social, religious, economic, or other influence.~~¶¶
- ~~8. Accepts academic degrees or professional certification only from duly accredited institutions.~~¶¶
- ~~9. Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.~~¶¶
- ~~10. Honors all contracts until fulfillment, release, or dissolution is mutually agreed upon by all parties to the contract.~~¶¶

M. ~~Adheres to the Code of Ethics for School Administrators in Minnesota Rule.~~

**Legal References:** *Minnesota Statute 122A.14, Subd. 4 (Duties of Board of School Administrators)*  
*Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)*

**Cross References:** *None*

*Policy Review:* 01.26.2024

*Policy Adopted:* 02.21.2024

*Policy Revised:* 10.31.2025



## **417 CHEMICAL USE AND ABUSE**

### **I. PURPOSE**

The school board recognizes that chemical use and abuse constitutes a grave threat to the physical and mental well-being of students and employees and significantly impedes the learning process. Chemical use and abuse also creates significant problems for society in general. The school board believes that the public school has a role in education, intervention, and prevention of chemical use and abuse. The purpose of this policy is to assist the school district in its goal to prevent chemical use and abuse by providing procedures for education and intervention.

### **II. GENERAL STATEMENT OF POLICY**

- A. Use or possession of controlled substances, toxic substances, medical cannabis, and alcohol before, during or after school hours, at school or in any other district location, is prohibited in accordance with school district policies with respect to a Drug-Free Workplace/ Drug-Free School.
- B. The school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement.
- C. Every school that participates in a school district chemical abuse program shall establish a chemical abuse preassessment. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
- D. The school district shall establish a drug-free awareness program for its employees.

~~This policy applies in full to all staff unless it is in direct conflict with specific staff licensure requirements found in statute.~~

### **III. DEFINITIONS**

- A. “Chemical abuse,” as applied to students and employees, means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior~~behavior~~, to the extent that the individual’s normal function in academic, school, or social activities is chronically impaired.
- B. “Controlled substances,” as applied to the chemical abuse assessment of students, means a

drug, substance, or immediate precursor in Schedules I through V of Minnesota Statutes section 152.02 and “marijuana” as defined in Minnesota Statutes section 152.01, subdivision 9-, but not distilled spirits, wine, malt beverages, intoxicating liquors or tobacco. As otherwise defined in this policy, “controlled substances” include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

- C. “Drug Prevention,” means prevention, early intervention, rehabilitation referral, recovery support services, or education related to the illegal use of drugs, such as raising awareness about the consequences of drug use that are evidence-based.
- D. “Teacher,” means all persons employed in a public school ~~or education district or by a service cooperative~~ as members of the instructional, supervisory, and support staff including superintendents, principals, supervisors, secondary vocational and other classroom teachers, librarians, counselors, school psychologists, school nurses, school social workers, audio-visual directors and coordinators, recreation personnel, media generalists, media supervisors, and speech therapists.
- E. “Toxic Substances,” ~~as defined in Minnesota Statute 609.684, Subd. 1,~~ means glue, cement, or aerosol paint containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item;

#### IV. STUDENTS

##### A. Districtwide School Discipline Policy

Procedures for detecting and addressing chemical abuse problems of a student while on school premises are included in the district wide school student discipline policy.

##### B. Programs and Activities

1. The school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievements. The programs and activities may include, among other programs and activities, drug prevention activities and programs that are evidence-based, including programs to educate students against the use of alcohol, tobacco, marijuana, smokeless tobacco products, and electronic cigarettes.
2. As part of its drug-free programs, the school district may implement the drug abuse resistance education program (DARE) or another chemical awareness program that

enables peace officers to undergo the training to teach a curriculum on drug abuse resistance in schools.

C. Reports of Use, Possession, or Transfer of Alcohol or a Controlled Substance

1. A teacher in a nonpublic school participating in a school district chemical use program, or a public school teacher, who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school's chemical abuse pre assessment staff member assigned duties similar to those of such a team, of this information.
2. Students involved in the abuse, possession, transfer, distribution, or sale of chemicals may be suspended and proposed for expulsion in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minnesota Statutes, section 121A.40-121A.56, ~~and proposed for expulsion.~~
3. Searches by school district officials in connection with the use, possession, or transfer of alcohol or a controlled substance will be conducted in accordance with [ISD 200 Policy 502 Search of Student Lockers, Desks, Personal Possessions, and Student's Person.](#) ~~school board policies related to search and seizure.~~
4. [Nothing in section IV\(B\)\(1\) of this policy prevents a teacher or any other school employee from reporting violation of law occurring on school premises or at school sponsored events to law enforcement.](#)

~~Nothing in section IV(B)(1) prevents a teacher or any other school employee from reporting to a law enforcement agency any violation of law occurring on school premises or at school sponsored events.~~

D. Pre Assessment

1. Every school that participates in a school district chemical abuse program shall establish a chemical abuse preassessment, designated by the superintendent or designee. The team must be composed of classroom teachers, administrators, and to the extent they exist in the school, school nurse, school counselor or psychologist, social worker, chemical abuse specialist, and other appropriate professional staff. For schools that do not have a chemical abuse program and team, the superintendent or designee will assign these duties to a designated school district employee.
2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.
3. Within forty-five (45) days after receiving an individual reported case, the team shall

make a determination whether to provide the student and, in the case of a minor, the student's parents/[guardians](#) with information about school and community services in connection with chemical abuse.

#### E. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minnesota Statutes, section 13.32 and applicable federal law and regulations.
2. Destruction of Records
  - a) If the preassessment decides not to provide a student and, in the case of a minor, the student's parents/[guardians](#) with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.
  - b) If the team decides to provide the student and, in the case of a minor or a dependent student, the student's parents/[guardians](#) with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the student is no longer enrolled in the district.
  - c) Destruction of records identifying individual students shall be governed by section IV(E)(2) of [this policy](#) notwithstanding Minnesota Statutes, section 138.163 (Preservation and Disposal of Public Records).

#### F. Consent

Per Minnesota state statute, any minor may give effective consent for medical, mental, and other health services to determine the presence of or to treat conditions associated with alcohol and other drug abuse, and the consent of no other person is required.

It is the practice of Hastings Public Schools to inform parents/[guardians](#) when treatment is recommended, unless the minor student (under 18 years of age) requests nondisclosure to their parents/[guardians](#). The district personnel may deny the non disclosure request if they determine failure to inform the parent/[guardian](#) would seriously jeopardize the health of the minor.

### V. **EMPLOYEES**

- A. The school district shall establish a drug-free awareness program to inform employees, about:

1. The dangers of drug abuse in the workplace.
  2. The school district's policy of maintaining a drug-free workplace.
  3. Any available drug counseling, rehabilitation, and employee assistance programs.
  4. The penalties that may be imposed on employees for drug abuse violations.
- B. The school district shall notify any federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice from the employee or otherwise receiving actual notice of any criminal drug statute conviction occurring in the workplace.

**Legal References:** *Minn. Stat. § 13.32 (Educational Data)*  
*Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)*  
*Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)*  
*Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)*  
*Minn. Stat. § 124D.695 (Approved Recovery Program Funding)*  
*Minn. Stat. § 126C.44 (Safe Schools Levy)*  
*Minn. Stat. § 138.163 (Preservation and Disposal of Public Records)*  
*Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)*  
*Minn. Stat. § 152.01 (Definitions)*  
*Minn. Stat. § 152.02 (Schedules of Controlled Substances; Administration of Chapter)*  
*Minn. Stat. § 152.22 (Definitions; Medical Cannabis)*  
*Minn. Stat. § 152.23 (Limitations; Medical Cannabis)*  
*Minn. Stat. § 299A.33 (DARE Program)*  
*Minn. Stat. § 466.07, subd. 1 (Indemnification Required)*  
*Minn. Stat. § 609.101, subd. 3(e) (Controlled Substance Offenses; Minimum Fines)*  
*20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)*  
*20 U.S.C. §§ 7101-7122 (Student Support and Academic Enrichment Grants)*  
*20 U.S.C. § 5812 (National Education Goals)*  
*20 U.S.C. § 7175 (Local Activities)*  
*41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)*  
*34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)*

**Cross References:** *ISD 200 Policy 416 (Drug, Alcohol, and Cannabis Testing)*  
*ISD 200 Policy 418 (Drug-Free Workplace/Drug Free School)*  
*ISD 200 Policy 419 (Tobacco-Free Environment)*  
*ISD 200 Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)*  
*ISD 200 Policy 506 (Student Discipline)*  
*ISD 200 Policy 515 (Protection and Privacy of Pupil Records)*  
*ISD 200 Policy 527 (Student Use and Parking of Motor Vehicles; Patrols,*

*Inspections, and Searches)*

*Policy Reviewed:* 06/21/2024

*Policy Adopted:* 07.31.2024

*Policy Revised:* 10/31/2025



## **507.5 SCHOOL RESOURCE OFFICERS**

### **I. PURPOSE**

The purpose of this policy is to establish the contractual duties and training requirements of a school resource officer.

### **II. GENERAL STATEMENT OF POLICY**

The school district, upon securing the services of one or more school resource officers, is committed to establishing the qualifications and duties required of these officers. Any contract for the services of a school resources officer with the school district must meet the requirements of this policy.

### **III. DEFINITIONS**

- A. "School" means an elementary school, middle school or secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13.
- B. "School Resource Officer" means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer's regular responsibilities through the terms of a contract entered between the peace officer's employer and the designated school district or charter school.

### **IV. CONTRACTUAL DUTIES**

- A. A school resource officer's contractual duties with the school district shall include:
  - 1. fostering a positive school climate through relationship building and open communication;
  - 2. protecting students, staff, and visitors to the school grounds from criminal activity;
  - 3. serving as a liaison from law enforcement to school officials;
  - 4. providing advice on safety drills;
  - 5. identifying vulnerabilities in school facilities and safety protocols;
  - 6. educating and advising students and staff on law enforcement topics; and,
  - 7. enforcement of criminal laws.
- B. The school district may contract with a school resource officer's employer for the officer to perform additional duties to those described in ~~section paragraph IV:(A):~~

- C. A school resource officer must not use force or the authority of their office solely to enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.
- D. Nothing in this Article limits any other duty or responsibility imposed on peace officers; limits the expectation that peace officers will exercise professional judgment and discretion to protect the health, safety, and general welfare of the public when carrying out their duties; or creates a duty for school resource officers to protect students, staff, or others on school grounds that is different from the duty to protect the public as a whole.

## V. TRAINING

- A. Except as provided for in sections V(B, C, and D), ~~V(C), and V(D)~~ below, beginning September 1, 2025, a peace officer assigned to serve as a school resource officer must complete a training course that provides instruction on the learning objectives identified in Minnesota Statutes, section 626.8482, subdivision 4 prior to assuming the duties of a school resource officer.
- B. A peace officer who has completed either the School Safety Center standardized Basic School Resource Officer Training or the National School Resource Officer Basic School Resource Officer course prior to September 1, 2025, must complete the training mandated under paragraph V(A) above before June 1, 2027. A peace officer covered under this section may complete a supplemental training course approved by the board pursuant to Minnesota Statutes, section 626.8482, subdivision 4, paragraph (b), to satisfy the training requirement.
- C. If an officer's employer is unable to provide the required training course to the officer prior to the officer assuming the duties of a school resource officer, the officer must complete the required training within six months of assuming the duties of a school resource officer. The officer is not required to perform the duties described in Minnesota Statutes, section 626.8482, subdivision 2, paragraph (a), clause (4) or (5), until the officer has completed the required training course. The officer must review any policy adopted by the officer's employer pursuant to section 626.8482, subdivision 6 before assuming the other duties of a school resource officer and must comply with that policy.
- D. An officer who is serving as a substitute school resource officer for fewer than **sixty (60)** student contact days within a school year is not obligated to complete the required training or perform the duties described in Minnesota Statutes, section 626.8482 subdivision 2, paragraph (a), clause (4) or (5), but must review and comply with any policy adopted pursuant to subdivision 6 by the law enforcement agency that employs the substitute school resource officer.
- E. For each school resource officer employed by an agency, the chief law enforcement officer must maintain a copy of the most recent training certificate issued to the officer for

completion of the training mandated under this section.

**Legal References:** *Minn. Stat. § 120A.05, subs. 9, 11, and 13 (Definitions)*  
*Minn. Stat. § 123B.02, subd. 25 (General Powers of Independent School Districts– School Resource Officers)*  
*Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)*

**Cross References:** *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)*

**Resources:** *MN House of Representatives: [School Resource Officers](#)*  
*MN Department of Public Safety: [School Resource Officer Training](#)*  
*MN Department of Public Safety: [FAQs for Mandated School Resource Officer \(SRO\) Requirements](#)*  
*U.S. Department of Education: [FAQs on Photos and Videos under FERPA](#)*  
*U.S. Department of Education: [School Resource Officers, School Law Enforcement Units, and the Family Educational Rights and Privacy Act \(FERPA\)](#)*  
*U.S. Department of Education: [Does FERPA distinguish between School Resource Officers \(SROs\) and other local police officers who work in a school?](#)*

*Policy Review: 05.17.2024*

*Policy Adopted: 12.18.2024*

*Policy Revised: 10.31.2025*



## 511 STUDENT FUNDRAISING

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

### III. RESPONSIBILITY

A. [Student Fundraising Appendix A: Fundraising Request Form](#) must be completed and approved by the building principal/director and the school board prior to the start of any fundraising activities. Participation in nonapproved fundraising activities shall be considered a violation of this policy;

1. The school board will review student fundraising requests quarterly.

B. Student Fundraising Activities

1. The district expects all students who participate and all staff members who coordinate fundraising activities to represent the school and the student organization in a responsible manner. Fundraising must not result in embarrassment on the part of individual students, staff members, or the school district;
2. Student participation must be voluntary and cannot be required. All rules pertaining to student conduct and student discipline extend to student fundraising activities; and
3. [Student Fundraising-Appendix B: Fundraising Final Report](#) must be submitted within 30 days of the fundraiser completion date.

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

**Cross References:** *ISD 200 Policy 506 (Student Discipline)*  
*ISD 200 Policy 713 (Student Activity Accounting)*  
[Student Fundraising Appendix A: Fundraising Request Form](#)  
[Student Fundraising-Appendix B: Fundraising Final Report](#)

*Policy Reviewed: 10.31.2025*  
*Policy Adopted: 08.28.2024*  
*Policy Revised*



## **513 STUDENT PROMOTION, RETENTION, AND PROGRAM DESIGN**

### **I. PURPOSE**

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

### **II. GENERAL STATEMENT OF POLICY**

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

#### **A. Promotion**

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

#### **B. Alternative Programming to Promote Success**

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

#### **C. Retention**

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

#### **D. Program Design**

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

addressing instructional and affective needs, provide staff development, and evaluate programs to provide gifted and talented students with challenging and appropriate educational programs and services.

3. The school district must adopt guidelines for assessing and identifying students for participation in gifted and talented programs and services consistent with Minnesota Statutes, section 120B.11. The guidelines should include the use of:
  - a) multiple objective criteria; and
  - b) assessments and procedures that are valid and reliable, fair, and based on current theory and research. Assessments and procedures should be sensitive to underrepresented groups, including, but not limited to, low-income, minority, twice-exceptional, and English learners.
4. The school district must adopt procedures for the academic acceleration of gifted and talented students. These procedures will include how the school district will:
  - a) assess a student's readiness and motivation for acceleration; and
  - b) match the level, complexity, and pace of the curriculum to a student to achieve the best type of academic acceleration for that student.
5. The school district must adopt procedures consistent with Minnesota Statutes, section 124D.02 for early admission to kindergarten or first grade of gifted and talented learners consistent with Minnesota Statutes, section 120B.11, subdivision 2, clause (2). The procedures must be sensitive to underrepresented groups.

**Legal References:** *Minn. Stat. § 120B.11 (School Districts Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness.)*  
*Minn. Stat. § 120B.15 (Gifted and Talented Students Program)*  
*Minn. Stat. § 123B.143, Subd. 1 (Superintendent)*  
*Minn. Stat. § 124D.02 (School Board Powers; Enrollment)*

**Cross References:** *ISD 200 Policy 613 (Graduation Requirements)*  
*ISD 200 Policy 614 (School District Testing Plan and Procedure)*  
*ISD 200 Policy 615 (Testing, Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)*  
*ISD 200 Policy 618 (Assessment, Grading, and Reporting of Student Progress)*  
~~*ISD 200 Policy 618 (Assessment of Student Achievement)*~~  
*ISD 200 Policy 620 (Credit for Learning)*

*Policy Reviewed: 05.30.2024*  
*Policy Adopted: 08.28.2024*  
*Policy Revised: 10.31.2025*



## **519 INTERVIEW OF STUDENTS BY OUTSIDE AGENCIES**

### **I. PURPOSE**

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

### **II. GENERAL STATEMENT OF POLICY**

- A. Generally, students may not be interviewed during the school day by persons other than a student's parents, school district officials, employees and/or agents, except as otherwise provided by law and/or this policy.
- B. Requests from law enforcement officers and those other than a student's parents, school district officials, employees and/or agents to interview students shall be made through the principal's office. Upon receiving a request, it shall be the responsibility of the principal to determine whether the request will be granted. When prudent, the principal shall attempt to contact the student's parents to inform them of the request, except where otherwise prohibited by law.

### **III. INTERVIEWS CONDUCTED UNDER THE MALTREATMENT OF MINORS ACT**

- A. In the case of an investigation pursuant to the Reporting of Maltreatment of Minors Act, Minnesota Statutes Chapter 260E, a local welfare agency, the agency responsible for investigating the report, and a local law enforcement agency may interview, without parental consent, an alleged victim and any minors who currently reside with or who have resided with the alleged perpetrator. The interview may take place at school and during school hours or at any facility or other place where the alleged victim or other children might be found or the child may be transported to, and the interview may be conducted at a place appropriate for the interview of a child designated by the local welfare agency or law enforcement agency. School district officials will work with the local welfare agency, the agency responsible for investigating the report, or law enforcement agency to select a place appropriate for the interview. When it is possible and the report alleges substantial child endangerment or sexual abuse, the interview may take place outside the presence of the alleged offender and may take place prior to any interviews of the alleged offender.
- B. If the interview took place or is to take place on school district property, an order of the

juvenile court pursuant to Minnesota Statutes Chapter 260E may specify that school district officials may not disclose to the parent, legal custodian, or guardian the contents of the notification of intent to interview the child on school district property and/or any other related information regarding the interview that may be a part of the child's record. The school district official must receive a copy of the order from the local welfare or law enforcement agency.

- C. When the local welfare agency, local law enforcement agency, or agency responsible for assessing or investigating a report of maltreatment determines that an interview should take place on school district property, school district officials must receive written notification of intent to interview the child on school district property ~~before~~ ~~prior to~~ the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school district property. ~~For an~~ ~~Where the interviews are~~ conducted by the local welfare agency, the notification must be signed by the chair of the local social services agency or the chair's designee. The notification is private educational data on the student. School district officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded, unless a school employee or agent is alleged to have maltreated the child. Until school district officials receive said notification, all inquiries regarding the nature of the investigation or assessment should be directed to the local welfare or law enforcement agency or the agency responsible for assessing or investigating a report of maltreatment shall be solely responsible for any disclosure regarding the nature of the assessment or investigation.
- D. School district officials shall have discretion to reasonably schedule the time, place, and manner of an interview by a local welfare or local law enforcement agency on school district premises. However, where the alleged perpetrator is believed to be a school district official or employee, the local welfare or local law enforcement agency will have discretion to determine where the interview will be held. The interview must be conducted not more than ~~twenty-four~~ (24) hours after the receipt of the notification unless another time is considered necessary by agreement between the school district officials and the local welfare or law enforcement agency. However, school district officials must yield to the discretion of the local welfare or law enforcement agency concerning other persons in attendance at the interview. School district officials will make every effort to reduce the disruption to the educational program of the child, other students, or school staff when an interview is conducted on school district premises.
- E. Students shall not be taken from school district property without the consent of the

principal and without proper warrant.

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

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

*Policy Reviewed:* 02.07.2025

*Policy Adopted:* 02.26.2025

*Policy Revised:* 10.31.2025



## **603 CURRICULUM DEVELOPMENT**

### **I. PURPOSE**

The purpose of this policy is to provide a framework for the development of course offerings for students and to establish methods for continuous improvement of the district’s instructional curriculum. This policy ensures that all students have access to high-quality, standards-aligned curriculum that promotes academic achievement and prepares students for career and/or college success.

### **II. GENERAL STATEMENT OF POLICY**

The district is committed to providing a rigorous, coherent, and relevant curriculum that supports best instructional practices, and meets or exceeds both state and district academic standards. The curriculum must be designed to engage all learners, promote critical thinking, and prepare students to be responsible, informed, and productive citizens.

### **III. DEFINITIONS**

- A. “Academic standard” means a summary description of student learning in a required content area or elective content area;
- B. “Benchmark” means specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band;
- C. “Curriculum” means district or school adopted programs and written plans for providing students with learning experiences that lead to expected knowledge, skills, and career and college readiness;
- D. “Experiential learning” means learning for students that includes career exploration through a specific class or course or through work-based experiences such as job shadowing, mentoring, entrepreneurship, service learning, volunteering, internships, other cooperative work experience, youth apprenticeship, or employment.
- E. “Instruction” means methods of providing learning experiences that enable students to meet state and district academic standards and graduation requirements including applied and experiential learning. Including the instructional program, the instructional approach, and instructional materials.
- F. “Instructional Curriculum” means the district or school-adopted programs, written plans and instructional practices designed to provide all K–12 students with meaningful, standards-based learning experiences. It integrates both the content to be taught (curriculum) and the methods of delivery (instruction), ensuring alignment with the Minnesota K–12 Academic Standards and graduation requirements, through a variety of

approaches, including applied and experiential learning.

- G. “Instructional Materials” means the materials used to advance student proficiency, these materials must accommodate every student, including English Language learning and students with disabilities.
- H. “Textbook” means a curriculum-aligned book, or workbook that provides structured lessons and content to support student learning in a specific subject and grade level.

#### **IV. INSTRUCTION**

- A. Instruction will be provided for all courses required for each grade level by the Minnesota Department of Education (MDE) and courses required in all elective subject areas;
- B. The instructional approach will advance student proficiency, promote critical thinking, and will be nonsexist, multicultural, and free of bias;
- C. The school board, at its discretion, may adopt additional courses for instruction at any grade level;
- D. Minnesota Statutes section 120A.22 Subd.9 (Knowledge and skills) and Minnesota Statutes section 120B.022 Subd.1 (Elective standards) outline that instruction must be provided in at least the following subject areas:
  - 1. basic communication skills including reading and writing, literature, and fine arts;
  - 2. mathematics and science;
  - 3. social studies, including history, geography, economics, government, and citizenship;
  - 4. health and physical education;
  - 5. career and technical education:
    - a) The school district must establish and regularly review its own standards for career and technical education (CTE) programs. Standards must align with CTE frameworks developed by the Department of Education, standards developed by national CTE organizations, or recognized industry standards.

Instruction, textbooks, and materials must be in the English language. Another language may be used pursuant to sections 124D.59 to 124D.61.

- E. Minnesota Statutes section 120A.22 Subd.9 (Knowledge and skills) and Minnesota Statutes section 120B.022 Subd.1 (Elective standards) outline that instruction may be provided in at least the following subject area:
  - 1. world languages:

- a) A district must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages.
- F. Instruction will be planned for optimal benefit, taking into consideration the financial condition of the school district and other relevant factors. Each course plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.
- G. The superintendent and the director of teaching and learning have discretionary authority to develop guidelines and directives to implement school board policy relating to instruction.
- H. Instructional Materials
  - 1. Instructional materials must advance student proficiency;
  - 2. Materials must accommodate every student, including English learners and students with disabilities;

## V. CURRICULUM

- A. While the school board retains its authority to make final decisions on the selection of textbooks and instructional materials, the school board recognizes the expertise of the professional staff and the vital need of such staff to be primarily involved in the recommendation of textbooks and instructional materials. Accordingly, the school board delegates to the superintendent or designee and the director of teaching and learning the responsibility to direct the professional staff in formulating recommendations to the school board on textbooks and other instructional materials.
- B. In reviewing textbooks and instructional materials during the selection process, the professional staff shall select materials that:
  - 1. support the goals and objectives of the education programs;
  - 2. consider the needs, age, and maturity of students;
  - 3. foster respect and appreciation for cultural diversity and varied opinion;
  - 4. fit within the constraints of the school district budget;
  - 5. are in the English language. Another language may be used, pursuant to Minnesota Statutes sections 124D.59 to 124D.61;
  - 6. permit grade-level instruction for students to read and study America's founding documents, including documents that contributed to the foundation or maintenance of America's representative form of limited government, the Bill of Rights, our free-market economic system, and patriotism; and

7. do not censor or restrain instruction in American or Minnesota state history or heritage based on religious references in original source documents, writings, speeches, proclamations, or records.
- C. The superintendent shall be responsible for developing procedures and guidelines to establish an orderly process for the review and recommendation of textbooks and other instructional materials by the professional staff. Such procedures and guidelines shall provide opportunity for input and consideration of the views of students, parents, and other interested members of the school district community. This procedure shall be coordinated with the school district's curriculum development effort and may utilize advisory committees.
- D. Curriculum Alignment
1. All curriculum must align with Minnesota standards and benchmarks and the district's established standards and benchmarks; and
  2. Curriculum shall be vertically and horizontally articulated to ensure consistency across grade levels and content areas.
- E. Curriculum Review & Development
1. The district's curriculum development and review cycle is aligned with MDE's Curricula Review Cycle and is outlined in ISD 200 Policy 606.1PR Curriculum Development and Review;
  2. Through the district's Curriculum Advisory Committee, the development and review procedure shall involve educators, administrators, parents/guardians, community members, students and where appropriate, consultants; and
  3. New curriculum proposals must be evidence-based and demonstrate effectiveness in increasing student achievement.
- F. Parent and Community Involvement
1. The district encourages parent and community input in curriculum decisions through the district's Curriculum Advisory Committee.
- G. Teacher Autonomy and Professional Development
1. Teachers are expected to deliver the adopted curriculum with integrity while using their professional expertise to differentiate instruction; and
  2. Professional development will be provided to support implementation of new or revised curriculum.
- H. Monitoring and Accountability

1. The district shall use multiple measures (including student assessments, surveys, and observations) to evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices for improving student outcomes; and
2. Curriculum implementation shall be monitored by building and district-level administrators.

## **VI. SELECTION OF TEXTBOOKS AND OTHER INSTRUCTIONAL MATERIALS**

- A. The superintendent shall be responsible for keeping the school board informed of progress on the part of staff and others involved in the textbook and other instructional materials review and selection process.
- B. The superintendent shall present a recommendation to the school board on the selection of textbooks and other instructional materials after completion of the review process as outlined in this policy.
- C. The district shall have a procedure to document all core instructional materials and resources utilized by staff and students.
- D. Gift resources will be judged by the same criteria **outlined in section V(B)** and will be accepted or rejected based on those criteria.
- E. Textbooks and other instructional materials will be updated by removing resources no longer appropriate or accurate and replacing resources that have been lost or damaged.

## **VII. REQUIRED ACADEMIC STANDARDS**

- A. The following subject areas are required in Minnesota for statewide accountability:
  1. language arts;
  2. mathematics, encompassing algebra II, integrated mathematics III, or an equivalent in high school, and to be prepared for the three credits of mathematics in grades 9 through 12, the grade 8 standards include the completion of algebra;
  3. science, including earth and space science, life science, and the physical sciences, including chemistry and physics;
  4. social studies, including history, geography, economics, and government and citizenship that includes civics;
  5. physical education;
  6. health, for which locally developed academic standards apply; and
  7. the arts.

- B. Elementary and middle schools must offer at least three and require at least two of the following five arts areas: dance, media arts, music, theater, and visual arts. High schools must offer at least three and require at least one of the following five arts areas: media arts, dance, music, theater, and visual arts.

## **VIII. PARENTAL CURRICULUM REVIEW**

The school district procedure for a parent/guardian, or an adult student (18 years of age or older), to review the content of the instructional materials to be provided to a student and, if there is an objection to the content, to make reasonable arrangements for alternative instruction are outlined in ISD 200 Policy 604.1PR (Parent/Guardian or Adult Student Objection to Instructional Content and Request for Alternative Instruction).

- A. All instructional materials, including teacher’s manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation, shall be available for inspection by the parents or guardians of the students.
- B. Alternative instruction may be provided by the parent/guardian, or adult student if the alternative instruction offered by the school district does not meet the concerns of the parent, guardian, or adult student.

The school board is not required to pay for the costs of alternative instruction provided by a parent/guardian, or adult student.

- C. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

## **IX. CPR AND AED INSTRUCTION**

In accordance with Minnesota Statutes section 120B.236 Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction, the school district will provide one time cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum.

## **X. COLLEGE AND CAREER PLANNING**

- A. Consistent with Minnesota Statutes section 120B.125, the school district assists all students beginning in grade 9, through its Pathways program to explore their educational, college, and career interests, aptitudes, and aspirations, and develops a plan for a smooth and successful transition to postsecondary education or employment. All students’ plans must:
  - 1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as team work, collaboration, creativity, communication,

critical thinking, and good work habits;

2. emphasize academic rigor and high expectations and inform the student, and the student's parent/guardian if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
  3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary education and employment choices;
  4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;
  5. help students access education and career options;
  6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;
  7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
  8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and
  9. be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student on track for graduation, making adequate progress to meet state and district academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial coursework.
- B. The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.
- C. Educators must possess the knowledge and skills to effectively teach all English learners in

their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college ready.

- D. When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, districts must recognize the unique possibilities of each student and ensure that the contents of each student’s plan reflect the student’s unique talents, skills, and abilities as the student grows, develops, and learns.
- E. If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.
- F. Students who do not meet or exceed Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of Minnesota Statutes section 120A.20, subdivision 1(c). A student’s plan under this section shall continue while the student is enrolled

**Legal References:** *Minn. Stat. § 120A.20 (Admission to Public School)*  
*Minn. Stat. § 120A.22 (Compulsory Instruction)*  
*Minn. Stat. § 120B.021 (Required Academic Standards)*  
*Minn. Stat. § 120B.022 (Elective Standards)*  
*Minn. Stat. § 120B.023 (Benchmarks)*  
*Minn. Stat. § 120B.101 (Curriculum)*  
*Minn. Stat. § 120B.125 (Planning for Students’ Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)*  
*Minn. Stat. § 120B.20 (Parental Curriculum Review)*  
*Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)*  
*Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)*  
*20 U.S.C. 1232h(a) (Protection of Pupil Rights)*

**Cross References:** *ISD 200 Policy 604.1 (Procedure for Parent/Guardian or Adult Student’s Objection to Instructional Content and Request for Alternative Instruction)*  
*ISD 200 Policy 606.1PR (Curriculum Review)*

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*This statement signifies that the current policy fully integrates all mandatory components outlined in the MSBA Model Policies 604 and 606.*



## **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 "expressive language", or "receptive 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. This approach is consistent with the principles identified in the science of

reading and is designed to ensure all students develop strong foundational literacy skills.

- 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, by February 15 each 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, after administering each screener, must follow the language access plan under Minnesota Statutes, section 123B.32 and give the parent of each student who is not reading at or above grade level information from the screener 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. For students enrolled in dual language immersion programs, the school district must measure the student's reading proficiency in English or in the program's partner language, if available, according to Article V below. Following its language access plan under Minnesota Statutes, section 123B.32, the school district must notify families with timely information about students' reading proficiency, including how the student's reading proficiency is assessed, any reading-related services or supports provided to the student and the student's progress, and strategies for families to use at home in helping students succeed in becoming grade-level proficient in reading in English or the partner language. The dual language immersion program may provide information about national research on reading proficiency for students in dual language immersion programs in the parent notification.

- E. 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, and students enrolled in dual language immersion programs, 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 expressive or receptive language mastery. The screening tool used must be a valid and reliable universal screener that is highly correlated with foundational reading skills. For students reading at grade level, beginning in the winter of grade 2, the oral reading fluency screener may be used to assess reading difficulties, including characteristics of dyslexia, without requiring a separate screening of each subcomponent of foundational reading skills.
- 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. For students enrolled in dual language immersion programs:
  - 1. if students are screened in the partner language, they must be screened at the same interval as the screenings in English under section A above;
  - 2. if the program provides instruction in foundational reading skills in English, the students receiving that instruction must be screened in English;
  - 3. if the program provides instruction in foundational reading skills in the partner language, the students receiving that instruction must be screened in the partner language;
  - 4. if no screener is available in the partner language, the school district must identify how students' reading proficiency is assessed and how the school district determines and provides targeted reading instruction in the partner language and supports to students identified as needing additional support in developing mastery of foundational reading skills; and
  - 5. the partner language screening tool must be approved by the school district for kindergarten through grade 3 students
- D. Students in grades 4 and above, including multilingual learners and students receiving

special education services, who are not reading at grade level , must be screened for reading difficulties, including characteristics of dyslexia using a screening tool approved by MDE 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.

- E. 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 Commissioner.
- F. The school district must include in its local 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 [Minnesota Statutes, section 120B.12 subdivision 2](#), paragraph (a), the report must include:
  - 1. a summary of the school district's efforts to screen for characteristics of reading difficulties, including 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 aligned and targeted 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, 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. 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.

- 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 aligned and targeted reading intervention as defined by the MTSS framework 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 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 and, if applicable, the district plan and timeline for adopting evidence-based curricula and materials;
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.
9. the number of teachers and other staff that have completed training approved by the department;
10. the number of teachers and other staff proposed for training in structured literacy;
11. how the district used funding provided under the Read Act to implement the requirements of the Read Act;
12. beginning as soon as practicable after the end of fiscal year 2026, how the district used literacy aid funding received under Minnesota Statutes, section 124D.98; and
13. beginning on December 31, 2025, for a district with a dual language immersion program:
  - a) the program's partner language;
  - b) grade levels included in the program;
  - c) the language used to screen students' foundational reading skills;

- d) the percentage of grade 3 students taking the Minnesota Comprehensive Assessments; and
  - e) the number of students in the program in grades 4 to 12 who are identified as not reading at grade level.
- B. Annually by June 15, the school district must post its literacy plan on the official school district website and submit it to the Commissioner using the template developed by the Commissioner..
- C. The school district must use a streamlined template developed by the Commissioner for local literacy plans that meets the requirements of Minnesota Statutes, section 120B.12, subdivision 4a, and requires all reading instruction and teacher training in reading instruction to be evidence-based.

## **VIII. STAFF TRAINING**

- A. The school district must provide access to the training required under Minnesota Statutes, section 120B.123, subdivision 5, to:
- 1. reading 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. kindergarten through grade 12 special education teachers responsible for foundational reading instruction;
  - 4. curriculum directors;
  - 5. instructional support staff, contractors, and volunteers who assist in providing reading interventions under the oversight and monitoring of a trained licensed teacher;
  - 6. employees who select literacy instructional materials for a district; and
  - 7. teachers holding English as a second language teaching licenses.
- B. The school district must provide training from a menu of approved evidence-based training programs to the following teachers by July 1, 2027:
- 1. teachers who provide foundational reading instruction to students in grades 4 to 12;
  - 2. teachers who provide instruction to students in a state-approved alternative program; and
  - 3. teachers who provide instruction to students in dual language immersion programs. The Commissioner 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.
- D. Training provided by the following may satisfy the professional development requirements under this Article:
  - 1. a certified trained facilitator; or
  - 2. a training program that MDE has determined meets the professional development 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 [Minnesota Statutes, section 120B.12](#), subdivision 1, paragraph (b) and (c). 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 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 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 AID USES**

The school district must use its literacy aid to meet the requirements and goals adopted in the school district's local literacy plan:

**Legal References:** *Minn. Stat. § 120B.119 (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 Aid)*  
*Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)*

**Cross References:** *None*

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## **709 STUDENT TRANSPORTATION SAFETY POLICY**

### **I. PURPOSE**

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

### **II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING**

#### **A. School Bus Safety Week**

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

#### **B. Student School Bus Safety Training**

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:
  - a) transportation by school bus is a privilege, not a right;
  - b) school district policies for student conduct and school bus safety;
  - c) appropriate conduct while on the bus;
  - d) the danger zones surrounding a school bus;
  - e) procedures for safely boarding and leaving a school bus;
  - f) procedures for safe vehicle lane crossing; and
  - g) school bus evacuation and other emergency procedures.
2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within 4 weeks of their first day of attendance.
3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety

training twice during the school year.

4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minn. Stat. § 169.446, Subd. 2.
5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.
6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.
7. The school district may provide kindergarten students with school bus safety training before the first day of school.
8. The school district shall adopt and make available for public review a curriculum for transportation safety education.
9. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

### C. Active Transportation Safety Training

#### 1. Training required

- a) The school district must provide public school pupils enrolled in kindergarten through grade 3 with age-appropriate active transportation safety training. At a minimum, the training must include pedestrian safety, including crossing roads.
- b) The school district must provide pupils enrolled in grades 4 through 8 with age-appropriate active transportation safety training. At a minimum, the training must include:
  - (1) pedestrian safety, including crossing roads safely using the searching left, right, left for vehicles in traffic technique;
  - (2) bicycle safety, including relevant traffic laws, use and proper fit of protective headgear, bicycle parts and safety features, and safe biking techniques; and
  - (3) electric-assisted bicycle safety, including that a person under the age of 15 is not allowed to operate an electric-assisted bicycle.

## 2. Instruction

- a) The school district may provide active transportation safety training through distance learning.
- b) The district and a nonpublic school must make reasonable accommodations for the active transportation safety training of pupils known to speak English as a second language and pupils with disabilities.

### **III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR**

A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.

B. Consequences for school bus/bus stop misconduct will be imposed by the school district. Serious misconduct may be reported to local law enforcement.

1. School Bus and Bus Stop Rules. The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the Transportation Office. The Transportation 709-3 Office will then contact the site administrator and administrative assistant.

#### 2. Rules at the Bus Stop

- a) Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.
- b) Respect the property of others while waiting at your bus stop.
- c) Keep your arms, legs, and belongings to yourself.
- d) Use appropriate language.
- e) Stay away from the street, road, or highway when waiting for the bus.
- f) Wait until the bus stops before approaching the bus.
- g) After getting off the bus, move away from the bus.
- h) If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
- i) No fighting, harassment, intimidation, or horseplay.
- j) No use of alcohol, tobacco, or drugs.

### 3. Rules on the Bus

- a) Immediately follow the directions of the driver.
- b) Sit in your seat facing forward.
- c) Talk quietly and use appropriate language.
- d) Keep all parts of your body inside the bus.
- e) Keep your arms, legs, and belongings to yourself.
- f) No fighting, harassment, intimidation, or horseplay.
- g) Do not throw any object.
- h) No eating, drinking, or use of alcohol, tobacco, or drugs.
- i) Do not bring any weapons or dangerous objects on the school bus.
- j) Do not damage the school bus.
- k) Students will treat one another with respect and dignity.

### 4. Consequences

- a) Consequences for school bus/bus stop misconduct will apply to all routes. Consequences will be based upon the severity of the offense. Decisions regarding a student's ability to ride the bus in connection with cocurricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of bus privileges.

#### (1) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

#### (2) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within 2 weeks may result in the loss of bus privileges until damages are paid.

### (3) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

## **IV. PARENT AND GUARDIAN INVOLVEMENT**

### A. Parent and Guardian Notification

The school district school bus and bus stop rules will be posted on the district website. Parents and guardians are asked to review the rules with their children.

### B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;
2. Support safe riding and walking practices, and recognize that students are responsible for their actions;
3. Communicate safety concerns to their school administrators;
4. Monitor bus stops, if possible;
5. Have their children to the bus stop 5 minutes before the bus arrives;
6. Have their children properly dressed for the weather; and
7. Have a plan in case the bus is late.

## **V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES**

- A. School bus drivers shall have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Sections VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Section VII.D., below.
- B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.
- C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to

motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a “serious traffic violation” means a conviction of any of the following offenses:

1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
2. reckless driving;
3. improper or erratic traffic lane changes;
4. following the vehicle ahead too closely;
5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;
6. driving a commercial vehicle without obtaining a commercial driver’s license or without having a commercial driver’s license in the driver’s possession

D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver’s license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person’s employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.

E. A school bus driver, with the exception of a driver operating a type A-I school bus, who has a Minnesota commercial driver’s license suspended, revoked, or canceled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person’s employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the 709-6 suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.

F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus,

shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

## **VI. SCHOOL BUS DRIVER TRAINING**

### **A. Training**

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.
2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

### **B. Evaluation**

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;
2. Understand student behavior, including issues relating to students with disabilities;
3. Ensure orderly conduct of students on the bus and handling incidents of 709-7 misconduct appropriately;
4. Know and understand relevant laws, rules of the road, and local school bus safety policies;
5. Handle emergency situations; and
6. Safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the Model School Bus Driver Training Manual.

## **VII. OPERATING RULES AND PROCEDURES**

## A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota ~~Department of Public Safety~~ Model School Bus Driver Training ~~Program~~ Manual.
2. Only students assigned to the school bus by the school district shall be transported. In the event it becomes necessary for a student to ride a bus other than their assigned bus, the parent of the student must first contact the bus company to avoid overcrowding and then a note from the parent must accompany that student explaining the reason to the bus driver. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.
3. The parent/guardian may designate an address other than the home address for a student(s) in situations of day care or joint custody. However, the address must be in the attendance area of the assigned school and meet all other eligibility requirements. When an address other than the home address is used, the address must be applied to the same bus route each day. It cannot vary day to day.
  - a) Acceptable Example: Address #1 each morning, Address #2 each afternoon.
  - b) Unacceptable Example: Address #1, Monday, Wednesday, Friday, Address 2: Tuesday, Thursday.
4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.
5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.
6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether handheld or hands free, when the vehicle is in motion or a part of traffic. For purposes of this paragraph, “school bus” has the meaning given in Minn. Stat. § 169.011, Subd. 71. In addition, “school bus” also includes type III vehicles when driven by employees or agents of the school district. “Cellular phone” means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

## B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer’s rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or

bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

2. Type III vehicles must be painted a color other than national school bus yellow.
3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. Vehicles model year 2007 or older must not be used as type III vehicles to transport school children, except those vehicles that are manufactured to meet the structural requirements of federal motor vehicle safety standard 222, Code of Federal Regulations, title 49, part 571.
5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words “school bus” in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A “type III vehicle” must not be outwardly equipped and identified as a type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles
8. Type III vehicles must be equipped with mirrors as required by law.
9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the 709-9 vehicle otherwise rendered immobile.
10. Any type III vehicle used to transport students must carry emergency equipment including:
  - a) Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver’s compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.
  - b) First aid kit and body fluids cleanup kit. A minimum of a 10-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture-

and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.

- c) Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.
11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.
  12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.
  13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.
- C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement
1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:
    - a) The operator is an employee of the entity that owns, leases, or 709-10 contracts for the school bus, which may include the school district.
    - b) The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:
      - (1) safe operation of a type III vehicle;
      - (2) understanding student behavior, including issues relating to students with disabilities;
      - (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;
      - (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;

- (5) handling emergency situations;
  - (6) proper use of seat belts and child safety restraints;
  - (7) performance of pre-trip vehicle inspections;
  - (8) safe loading and unloading of students, including, but not limited to:
    - (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;
    - (b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;
    - (c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;
    - (d) placing the type III vehicle in “park” during loading and unloading;
    - (e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and
  - (9) compliance with paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.
- c) A background check or background investigation of the operator has been conducted that meets the requirements under Minn. Stat. § 122A.18, Subd. 8, or Minn. Stat. § 123B.03 for school district employees; Minn. Stat. § 144.057 or Minn. Stat. Ch. 245C for day care employees; or Minn. Stat. § 171.321, Subd. 3, for all other persons operating a type III vehicle under this section
  - d) Operators shall submit to a physical examination as required by Minn. Stat. § 171.321, Subd. 2.
  - e) The operator’s employer requires pre-employment drug testing of applicants for operator positions. Current operators must comply with the employer’s policy under Minnesota Statutes, section 181.951, Subds. 2, 4, and 5. Notwithstanding any law to the contrary, the operator’s employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.
  - f) The operator’s driver’s license is verified annually by the entity that owns, leases, or

contracts for the type III vehicle as required by Minn. Stat. § 171.321, Subd. 5.

- g) A person who sustains a conviction, as defined under Minn. Stat. § 609.02, of violating Minn. Stat. § 169A.25, § 169A.26, § 169A.27 (driving while impaired offenses), or § 169A.31 (alcohol related school bus driver offenses), or whose driver's license is revoked under Minn. Stat. §§ 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.
  - h) A person who has ever been convicted of a disqualifying offense as defined in Minn. Stat. § 171.3215, Subd.1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.
  - i) A person who sustains a conviction, as defined under Minn. Stat. § 609.02, of a moving offense in violation of Minn. Stat. Ch. 169 within 3 years of the first of 3 other moving offenses is precluded 709-12 from operating a type III vehicle for 1 year from the date of the last conviction.
  - j) Students riding the type III vehicle must have training required under Minn. Stat. § 123B.90, Subd. 2 (See Section II.B., above).
  - k) Documentation of meeting the requirements listed in this section must be maintained under a separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.
- 2. The type III vehicle must bear a current certificate of inspection issued under Minn. Stat. § 169.451.
  - 3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.
- D. Type A-I "Activity" Buses Driven by Employees with a Driver's License without a School Bus Endorsement
- 1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:
    - a) The operator is an employee of the school district or an independent contractor with

whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.

- b) The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.
  - c) The operator is prohibited from using the 8-light system if the vehicle is so equipped.
  - d) The operator has submitted to a background check and physical examination as required by Minn. Stat. § 171.321, Subd. 2.
  - e) The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in Minn. Stat. § 171.02, Subd. 2a(h) - 2a(j).
  - f) The operator has been trained in the proper use of child safety 709-13 restraints as set forth in the National Highway Traffic Safety Administration's "Guideline for the Safe Transportation of Preschool Age Children in School Buses," if child safety restraints are used by passengers, in addition to the training required in Section VI., above.
  - g) The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.
- 2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.
  - 3. A school bus operated under this section must bear a current certificate of inspection.
  - 4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

## **VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES**

- A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.
- B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota ~~Department of Public Safety~~ Model School Bus Driver Training ~~Program~~ Manual. This includes procedures in the event of a crash (accident).
- C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within 1 month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs

and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.

- D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of a ~~disability~~~~their handicapping condition~~. The information shall state:
1. the student's name and address;
  2. the nature of the student's disabilities;
  3. emergency health care information; and
  4. the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

#### **IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS**

- A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.
- B. All school vehicles shall be state inspected in accordance with legal requirements.
- C. A copy of the current daily pre-trip inspection report must be carried in the bus.
- D. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.
- E. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

#### **X. SCHOOL TRANSPORTATION SAFETY DIRECTOR**

The school board has designated an individual to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required by Minn. Stat. § 171.321, Subd. 4. The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school

bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

## **XI. STUDENT TRANSPORTATION SAFETY COMMITTEE**

The school board may establish a student transportation safety committee. The chair of the student transportation safety committee is the school district's school transportation safety director. The school board shall appoint the other members of the student transportation safety committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

**Legal References:** *Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses)*  
*Minn. Stat. § 123B.03 (Background Check)*  
*Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)*  
*Minn. Stat. § 123B.88 (Independent School Districts; Transportation)*  
*Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)*  
*Minn. Stat. § 123B.90 (School Bus Safety Training)*  
*Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)*  
*Minn. Stat. § 123B.935 (Active Transportation Safety Training)*  
*Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)*  
*Minn. Stat. Ch. 169 (Traffic Regulations)*  
*Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)*  
*Minn. Stat. § 169.02 (Scope)*  
*Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)*  
*Minn. Stat. § 169.446, Subd. 2 (Safety of School Children; Training and Education Rules)*  
*Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)*  
*Minn. Stat. § 169.454 (Type III Vehicle Standards)*  
*Minn. Stat. § 169.4582 (Reportable Offense on School Buses) Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)*  
*Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)*  
*Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)*  
*Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)*  
*Minn. Stat. § 171.168 (Notice of Violation by Commercial Driver)*  
*Minn. Stat. § 171.169 (Notice of Commercial License Suspension)*  
*Minn. Stat. § 171.321 (Qualifications of School Bus and Type III Vehicle)*

*Drivers)*  
*Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)*  
*Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)*  
*Minn. Stat. Ch. 245C (Human Services Background Studies)*  
*Minn. Stat. § 609.02 (Definitions)*  
*Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)*  
*49 C.F.R. Part 383 (Commercial Driver’s License Standards; Requirements and Penalties)*  
*49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)*  
*49 C.F.R. § 383.33 (Notification of Driver’s License Suspensions)*  
*49 C.F.R. § 383.5 (Transportation Definitions)*  
*49 C.F.R. § 383.51 (Disqualification of Drivers)*  
*49 C.F.R. Part 571 (Federal Motor Vehicle Safety Standards)*

***Cross References:*** *ISD 200 Policy 416 (Drug and Alcohol Testing)*  
*ISD 200 Policy 506 (Student Discipline)*  
*ISD 200 Policy 515 (Protection and Privacy of Pupil Records)*  
*ISD 200 Policy 707 (Transportation of Public Students)*

***Resources:*** [\*Minnesota Department of Public Safety: School Bus Resources\*](#)  
[\*National Highway Traffic Safety Administration: Guideline for the Safe Transportation of Pre-school Age Children in School Buses\*](#)

*Policy Reviewed:* 03.06.2024  
*Policy Adopted:* 07.23.2025  
*Policy Revised:* 10.31.2025

## LEASE AGREEMENT Joint Park Maintenance Facility

**THIS AGREEMENT** is by and between the City of Hastings, a Minnesota Municipal Corporation (the "City") and Independent School District No. 200, Hastings, Minnesota (the "School").

**NOW, THEREFORE**, in consideration of the promises of the parties to this Agreement, the parties recite and agree as follows:

### ARTICLE I

#### RECITALS

**Section 1.01. Recitals.** As a basis for the obligations undertaken by the parties to this Agreement, the parties recite and agree as follows:

(1) The parties desire to provide for the planning, design and construction of a joint park maintenance facility, all of which is referred to in this Agreement as the "Project".

(2) The purpose of this Agreement is (a) to establish the obligations of each of the parties with respect to the Project, including but not limited to, the payment of the capital cost of the Project and operation and maintenance costs of the facility; (b) to establish procedures governing the planning, design, construction and reconstruction of the Project; and (c) to establish a time schedule for the Project and the various elements thereof.

(3) Each of the parties has authority to enter into this Agreement pursuant to Minn. Stat. §471.59 and has duly authorized its execution and delivery; and, upon due authorization, execution and delivery by the other parties hereto, represents and warrants that this Agreement will be a valid and binding obligation of such party.

(4) The Project will be constructed on land belonging to the City and currently utilized as its park maintenance facility on property legally described on attached *Exhibit "A"*. The School will be permitted access to the facility at all times (24 hours per day, 365 days per year) for the purpose of using the park maintenance facility.

### ARTICLE II

#### THE IMPROVEMENTS

**Section 2.01. Lead Agency.** The City shall be responsible for the detailed planning, design, construction and reconstruction of the Project, subject to the terms and conditions of this Agreement and applicable State law.

**Section 2.02. Compliance With State Law, Etc.** The Work shall be performed by the City in accordance with all applicable federal, State and local laws, rules, regulations and ordinances.

**Section 2.03. Consulting Engineer.** The City shall employ a Consulting Engineer to plan, design, prepare Construction Plans for, evaluate construction bids for, and supervise the construction of the Project, subject to the terms and conditions of this Agreement.

**Section 2.04. Subsequent Approvals.** The City, through its Consulting Engineer, shall keep the School advised as to the progress of the Work. The School shall give requests by the City for approvals under this Agreement its immediate attention and shall act upon such requests within not more than 30 days or such other mutually agreed upon period to enable the City to comply with this Agreement.

**Section 2.05. Supplemental Agreements and Change Orders.** Each party shall appoint a member of its staff who will be authorized to give consent to Change Orders of up to \$500.00.

### ARTICLE III

#### PROJECT FUNDING

**Section 3.01. Project Cost.** It is anticipated that the Project will not exceed \$2,535,000.00.

**Section 3.02. Funding.** City agrees to issued its Series 2001A twenty year General Obligation Improvement Bonds in the approximate amount of \$2,535,000.00 to be used for the construction of the Project.

**Section 3.03. School Lease Costs.** During the term of this Agreement, School's annual lease payment shall be equal to 45 percent of the annual bond payments for the Series 2001A Bonds or any successor bonds. School shall make its payment to the City in a timely fashion so that the School's payment is available to the City to be used to make the annual bond payment.

**Section 3.04. City Costs.** The remaining 55 percent of the annual bond payment for Series 2001A Bonds shall be paid by the City. Attached to this Agreement as "*Exhibit B*" is a proposed bond payment schedule for the Series 2001A Bonds.

**Section 3.05. Refinancing and Prepayment of Bonds.** City shall not cause the Series 2001A bonds to be refinanced or prepaid without the prior consent of School, which consent shall not be unreasonably withheld.

## ARTICLE IV

### CLAIMS

**Section 4.01. Independent Contractor.** In entering into this Agreement, the City is acting on its own behalf, and neither the City nor any officer, employee, consultant, agent or contractor of the City are or shall be deemed to be an agent or employee of the School. All claims that arise under the Worker's Compensation Act of the State on behalf of the employees of the City or its consultants, agents or contractors while engaged in doing Work under this Agreement and all claims made by any third parties as a consequence of any act or omission on the part of the employees of the City or its consultant, agents or contractors while so engaged shall in no way be the obligation or responsibility of the School.

**Section 4.02. Contamination.** Each party shall be responsible for the clean up costs of any contamination that is caused by that party. In the event that contamination is discovered and it cannot be determined which party is responsible for the contamination, the cost of clean up shall be shared equally by the parties.

**Section 4.03. Other Liability.**

(1) Each party to this Contract shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other parties, their officers, employees or agents.

(2) Liability of the City or School shall be governed by the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws.

## ARTICLE V

### ADMINISTRATIVE PROVISIONS

**Section 5.01. Books and Records.** The City shall keep full, accurate and complete books and records relating to the planning, design, construction and reconstruction of the Project and the receipt, investment and expenditure all City and School moneys with respect to the Project, in accordance with generally accepted accounting principles. Such books and records and all related documents and accounting procedures are subject to review and examination by the School.

**Section 5.02. Conflicts of Interest.** No member of the governing body or other official of any party shall have any financial interest, direct or indirect, in this Agreement or any contract, agreement or other transaction contemplated to occur or be undertaken hereunder, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

**Section 5.03. Insurance.** City shall cause the Project to be properly insured. The cost of insuring the Project shall be paid 55% by City and 45% by School.

**Section 5.04. Damage or Loss.** In the event there is damage to the Project, which damage is covered by insurance, insurance proceeds shall be used to repair or replace the damaged property. If the insurance proceeds are insufficient to fully cover the cost of repair or replacement, and the parties both agree to repair or replace the property, the parties shall make up the difference in the percentages of 55% City; 45% School.

If the Project is totally destroyed and the parties agree not to rebuild the Project, all insurance proceeds received shall be applied first to any bonds outstanding which were used to construct or improve the Project and which bonds have not been repaid. After insurance proceeds have been set aside to repay any such bonds, any excess insurance proceeds shall be divided City 55%; School 45%.

**Section 5.05. Law Governing.** This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

**Section 5.06. Benefit of this Agreement.** This Agreement and the provisions hereof shall inure to the benefit only of the City and the School and shall not be construed to confer any rights or benefits upon any other persons as third party beneficiaries or otherwise.

**Section 5.07. Severability; Interpretation.**

(1) If any provision of this Agreement shall be held to be unenforceable to contrary to law by any court or competent jurisdiction, or shall be mutually determined to be unenforceable by the parties upon the advice of their legal counsel, the remaining provisions hereof shall remain in full force and effect.

(2) This Agreement shall be construed to give the fullest effect to the intentions of the parties as expressed herein.

**Section 5.08. Entire Agreement.** This Agreement supersedes any prior written memorandum or oral understanding among the parties relating to the Project. Amendments to Agreement must be in writing.

**Section 5.09. Unavoidable Delay.** The date specified in this Agreement for the performance of any action by any party shall be extended by a period equal to the period of any Unavoidable Delay relating thereto; provided that an Unavoidable Delay with respect to one performance date shall not automatically extend the time of performance by a subsequent date of any other action required of either party.

**Section 5.10. Effective Date.** This Agreement shall become effective upon execution and delivery by all of the parties and shall remain in effect for a term of 21 years thereafter, unless terminated by any of the parties as set forth in Section 5.12.

**Section 5.11. Termination.** This Agreement may not be terminated by either party until any and all bonds issued for the construction of the building have been paid in full. When such bonds have been paid in full, this Agreement may be terminated by either party upon at least twelve months written notice to the other party.

**Section 5.12. Completion of Bond Payments.** Once the Series 2001A Bonds, or their successors, have been paid in full, School shall not be required to make any annual payment as required under Section 3.03. School shall pay only those other costs called for by this Agreement and any subsequent Agreement that may be made between the parties.

**Section 5.13. Option to Buy 45% Interest.** At any time after the Series 2001A Bonds, or their successors, are paid in full, School can elect to become the owner of an undivided 45% interest in the Project, excluding the real estate. School can exercise this option by delivering written notice to the City and tendering payment of \$1.00. Upon the exercise of this option to buy, the terms of this Agreement will remain in effect, including the provisions regarding termination of the Agreement.

**Section 5.14. Effect of Termination.** If School exercises its option to buy a 45% interest in the Project, upon termination of this Agreement by either party after the bonds have been paid, the parties shall agree on the value of only the building as of the last date of this Agreement, i.e., the last day after the twelve month notice. No land value will be included in this value. It is agreed the land value will not be included since the City owned the land prior to this Project. The School's share shall be 45 percent of the value of only the building determined as of the last date of this Agreement. The School's 45 percent shall be paid within ninety days after such time that the City sells the property to a third party. The School's 45 percent share shall not accrue interest from the last date of the Agreement until such time as it is paid pursuant to this Agreement. It is the intent of both parties that upon the termination of this Agreement, the City shall not be required to pay the School District for its share until such time the City sells to a third party the property on which this Project is located.

**Section 5.15. Amendment of Agreement.** This Agreement cannot be amended except by written agreement of both parties.

**Section 5.16. Capital Improvements and Repairs.** During the term of this Agreement, if any capital improvements or structural repairs are needed to preserve or protect the integrity of the Project, the costs thereof shall be paid 55 percent by the City and 45 percent by the School. No capital improvements or structural repairs shall occur unless both parties agree. Both parties agree that they will not unreasonably withhold their consent to any reasonable request for capital improvements or structural repairs.

**Section 5.17. Operating Agreement.** The parties may, by separate agreement, provide for the daily routine maintenance of the Project and providing for the day to day operation of the Project.

**Section 5.18. Assignment and Subletting Prohibition.** This Agreement may not be assigned or sublet by School District to any third party without the prior written consent of City. City will have no obligation to consent to any such request from School.

**Section 5.19. Titles of Articles and Sections.** Any titles of the several articles and sections of this Agreement are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

**Section 5.20. Notices and Demands.** Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if and when it is dispatched by certified mail, postage prepaid, return receipt requested, or delivered personally, and

(1) in the case of the City, is addressed to or delivered personally to the following individuals:

*City of Hastings  
101 East 4<sup>th</sup> Street  
Hastings, Minnesota 55033  
Attn: Director of Parks and Recreation*

*With a copy to:*

*City Attorney  
Fluegel & Moynihan P.A.  
1303 South Frontage Road, Suite 5  
Hastings, Minnesota 55033*

(2) in the case of the School, is addressed to or delivered personally to the School at:

*Independent School District No. 200  
9th and Vermillion Streets  
Hastings, MN 55033  
Attn: Superintendent*

*With a copy to:*





## Exhibit "A"

That part of the Northeast quarter of the Southwest quarter of Section 28, Township 115, Range 17, commencing at the Northwest corner of Lot 4, Block 15, William Allison's Addition to the Town of Hastings; thence North 225 feet to the Northwest corner of Lot 1, Block 15 of said William Allison's Addition to the Town of Hastings; thence West 207.82 feet; thence South 225 feet to a point 207.82 feet West of the Northwest corner of said Lot 4, Block 15, William Allison's Addition to the Town of Hastings; thence East 207.82 feet to the point of beginning in Dakota County, Minnesota.



**FIRST AMENDMENT TO**  
**LEASE AGREEMENT FOR JOINT PARK MAINTENANCE FACILITY**  
**BETWEEN CITY OF HASTINGS AND**  
**INDEPENDENT SCHOOL DISTRICT NO. 200**

THIS FIRST AMENDMENT (“First Amendment”) is made and executed this \_\_\_ day of \_\_\_\_\_, 2025, (“Effective Date”) by and between the City of Hastings, 101 4<sup>th</sup> Street East, Hastings, Minnesota 55033, (“City”) and Independent School District No. 200, 1000 West 11<sup>th</sup> Street, Hastings, Minnesota 55033 (“School District”).

**RECITALS**

**WHEREAS**, the City and School District entered into a Lease Agreement (“Agreement”) on June 18, 2001, for the planning, design, construction, and operation of a joint park maintenance facility.

**WHEREAS**, the City and School District also entered into an Operation and Maintenance Agreement (“OMA”) on January 23, 2002, outlining the daily operation and maintenance responsibilities for the joint park maintenance facility.

**WHEREAS**, the City and School District desire to incorporate the OMA into the Agreement.

**WHEREAS**, pursuant to Section 5.13 of the Agreement, at any time after the Series 2001A Bonds, or their successors, are paid in full, the School District can elect to become an owner of an undivided forty-five percent (45%) interest in the joint park maintenance facility project, excluding the real estate.

**WHEREAS**, the School District can exercise this option by delivering written notice to the City and tendering payment of \$1.00, which the School District exercised on February 24, 2022.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this First Amendment, the City and School District desire to amend the Agreement as follows:

1. The OMA executed by the City and School District on January 23, 2002, is hereby incorporated in its entirety into the Agreement as Exhibit A, as authorized by Section 5.17 of the Agreement.
2. Pursuant to Section 5.13 of the Agreement, the City hereby acknowledges receipt of the written notice provided by the School District on February 24, 2022, along with payment in the amount of \$1.00, to exercise the School District’s option to buy an undivided forty-five percent (45%) interest in the joint park maintenance facility, the written notice of which is hereby incorporated in its entirety into the Agreement as Exhibit B.

3. Except as provided for herein, the terms and provisions of the Agreement shall remain in full force and effect.
4. This First Amendment and all disputes or controversies arising out of or relating to this First Amendment, or the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without regard to the laws of any other jurisdiction that might be applied because of the conflict of laws principle of the State of Minnesota.
5. This First Amendment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by the parties and delivered to the other parties.
6. This First Amendment shall not be amended, modified or supplemented, except by a written instrument signed by the authorized representative of each party.

[The remainder of this page is intentionally left blank]

**CITY OF HASTINGS**

By: \_\_\_\_\_  
Mary Fasbender, Mayor

By: \_\_\_\_\_  
Kelly Murtaugh, City Clerk

Date: \_\_\_\_\_

**INDEPENDENT SCHOOL DISTRICT NO. 200**

By: \_\_\_\_\_  
Dr. Tammy Champa, Superintendent

Date: \_\_\_\_\_

# EXHIBIT A

## *OPERATION AND MAINTENANCE AGREEMENT JOINT PARK MAINTENANCE FACILITY*

*THIS AGREEMENT* is made this 23<sup>rd</sup> day of January, 2002, by and between the City of Hastings, a Minnesota Municipal Corporation (City) and Independent School District 200, Hastings, Minnesota (School)

### BACKGROUND

The parties to this agreement have previously entered into a Lease Agreement regarding a joint park maintenance facility (Facility) which is being constructed by the City of Hastings.

The parties wish to put in writing their agreement regarding the daily operation and maintenance of the Facility.

1. Term of Agreement. This agreement shall remain in effect for as long as the Lease Agreement dated June 18, 2001 is in effect.

2. Utilities. The cost for all utilities, including but not limited to sewer, water, gas, electric and phone, for the Facility will be shared equally by the parties. The utility bills will go to the City. The City will pay the utility and then invoice the School for its share. The School agrees to reimburse the City within 30 days after receiving the invoice from the City. If the School would like a break down of the utility costs, it will contact the City.

3. Insurance on Building. The City shall make sure that the Facility structure is properly insured. The cost to insure the Facility shall be paid 55% by the City and 45% by the School.

4. Insurance on Building Contents. Each party shall be responsible to obtain and pay for insurance on their respective contents in the Facility. The parties shall share equally the cost to insure contents which are jointly owned by the parties.

5. Employees. Each party shall be responsible for their own employees working in or

operating out of the Facility. It is understood that at times the employees of one party may help out employees of the other party. While so helping out, each party shall remain responsible for the actions of their own employees.

6. Computer Equipment. Each party shall be responsible to supply and install their own computer equipment in the Facility. The two computer systems shall not be networked together so as to allow one party access to the other parties computer system.

7. Equipment. Each party shall be responsible to provide their own equipment for use in the Facility. If the parties wish to purchase major capital equipment to be used by both parties, the parties shall meet and determine if the equipment will be purchased and how the costs will be shared.

8. Office Furniture and Equipment. The parties shall share equally the cost of acquiring office furniture and office equipment for the Facility. It is expected that initially both parties will supply office furniture and equipment from their existing facilities. The cost of any computers will remain the separate costs of the parties.

9. Office Supplies. The cost of routine office supplies shall be shared equally.

10. Cleaning Supplies. The cost of all routine cleaning supplies will be paid equally by the parties.

11. Cleaning Service. The Facility will be cleaned at least two times per week by the school's custodians. The City agrees to pay School an amount equal to one-half of the School's cost, not to exceed \$235.00 per month.

12. Small Tools. The parties agree to share equally the cost of purchasing small tools for use at the Facility. Small tools are defined as those which cost less than \$500.00.

13. Outdoor Storage. The parties will mutually agree on the location of any outdoor

storage by either party. All outdoor storage must be in compliance with city ordinances.

14. Snow Removal and Grass Trimming. The parties shall share equally the costs and duties of removing snow from the Facility parking and storage areas as well as maintaining the grass and other vegetation. It is anticipated the parties may use their own forces to remove the snow and maintain the grounds of the Facility.

15. Dispute Resolution. In the event there is any dispute about the interpretation or application of this Agreement, the parties agree that the City Administrator and the School Superintendent shall meet and try to resolve the differences.

16. Amendments to Agreement. This Agreement may be modified only by written agreement signed by both parties.

17. Termination of Agreement. This Agreement may be terminated only in accordance with Section 5.11 of the June 18, 2001 Lease Agreement between the parties. Upon termination of this Agreement, any tools or equipment that were purchased jointly shall be divided equally.

Dated this 18<sup>th</sup> day of March, 2002.

**CITY OF HASTINGS, A MINNESOTA  
MUNICIPAL CORPORATION**

By: [Signature]  
Michael D. Werner, Mayor

(SEAL)

By: [Signature]  
Melanie Mesko Lee, Administrative  
Assistant/City Clerk

Dated this 23<sup>rd</sup> day of January, 2002.

**INDEPENDENT SCHOOL DISTRICT  
#200, HASTINGS, MINNESOTA**

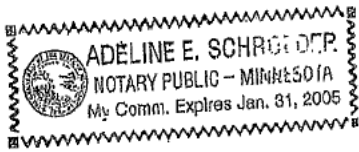
By: [Signature]  
Donald G. May, It's Chair

By: [Signature]  
Ann Skoglund, It's Clerk

ACKNOWLEDGMENT

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF DAKOTA )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of March, 2002 by Michael D. Werner and Melanie Mesko Lee Mayor and Administrative Assistant/City Clerk of the City of Hastings, Hastings, Minnesota.



Adeline Schroeder  
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF DAKOTA )

The foregoing instrument was acknowledged before me this 23 day of January, 2002. by Donald G. May and Ann Skoglund, the Chair and Clerk of Independent School District #200, Hastings, Minnesota.



Shirley A. Meier  
NOTARY PUBLIC

# EXHIBIT B



BRIDGE TO SUCCESS

## Hastings Public Schools

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

Dr. Robert McDowell  
SUPERINTENDENT

February 24, 2022

*Via US. Certified Mail*

City of Hastings  
Attn: Director of Parks and Recreation  
101 Fourth Street East  
Hastings, MN 55033

City Attorney  
Fluegel & Moynihan P.A.  
1303 South Frontage Road, Suite 5  
Hastings, MN 55033

Re: Written Notice to Exercise Option to Buy 45% Interest in Joint Park Maintenance Facility

Dear Mr. Jenkins:

As you know, the City of Hastings ("City") and Independent School District No. 200 ("District") are parties to a Lease Agreement for the Joint Park Maintenance Facility dated June 14, 2001 ("Agreement"). Pursuant to Section 5.13 of the Agreement, at any time after the Series 2001A Bonds addressed in the Agreement have been paid in full, the District can elect to become an owner of an undivided 45% interest in the Project, excluding real estate. The Series 2001A Bonds have been paid in full. This letter and the accompanying payment of \$1.00 constitute written notice that the District is exercising its option to purchase the undivided 45% interest in the Project, excluding real estate.

Sincerely,

Dr. Robert McDowell  
Superintendent

Encl.

FACE OF DOCUMENT HAS COLORED BACKGROUND ON WHITE PAPER      BACK OF DOCUMENT HAS ARTIFICIAL WATERMARK - HOLD AT ANGLE TO VIEW

HASTINGS PUBLIC SCHOOLS  
1000 11TH STREET WEST  
HASTINGS, MN 55033-2597

THIS INSTRUMENT WHEN SIGNED BY THE  
TREASURER SHALL BECOME A CHECK PAYABLE  
TO THE ORDER OF THE PAYEE NAMED FOR THE  
AMOUNT STATED.

75 - 1592  
912

827767

US BANK  
EAST GRAND FORKS, MN 56721

02/25/2022

PAY One and 0/100 dollars\*\*\*\*\* \$1.00

TO CITY OF HASTINGS  
THE 101 4TH STREET EAST  
ORDER HASTINGS MN 55033-1955  
OF

*Attn: Director of  
Parks & Rec*

CHAIR

TREASURER

CLERK



Hastings Public Schools  
CITY OF HASTINGS

1 1235

USAP Date: 02/25/2022

827767

Inv Date Invoice# Voucher# Comments  
1/31/2022 JMF LEASE OPT TO BUY 179417

Gross	Discount	Net
1.00	0.00	1.00
\$1.00	\$0.00	\$1.00



...with your health care provider. ...  
 ...the quality of your care. ...  
 ...the safety of your care. ...  
 ...the effectiveness of your care. ...  
 ...the cost of your care. ...

...the quality of your care. ...

4479514

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
 RESERVED FOR PHARMACEUTICAL INDUSTRY USE

...the quality of your care. ...  
 ...the safety of your care. ...  
 ...the effectiveness of your care. ...  
 ...the cost of your care. ...

...the quality of your care. ...

**INDEPENDENT SCHOOL DISTRICT 200 AND CITY OF HASTINGS  
JOINT POWERS AGREEMENT**

This Joint Powers Agreement (“Agreement”) is made and entered into between Independent School District No. 200, 1000 West 11<sup>th</sup> Street, Hastings, Minnesota 55033 hereinafter called the (“SCHOOL DISTRICT”), and the City of Hastings, 101 4<sup>th</sup> Street East, Hastings, Minnesota 55033 hereinafter called the (“CITY”), collectively referred to as the “Parties.” pursuant to the authority granted in Minnesota Joint Powers Act (Minnesota Statutes 471.59).

WHEREAS, Minnesota Statutes, section 471.59, provides that two or more governmental units may by Agreement jointly exercise any power common to the contracting parties; and

WHEREAS, the SCHOOL DISTRICT and CITY have joined together in order to collaborate in the pursuit of Joint Powers Programs that maximize and expand the human resources of the community.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and subject to the provisions of Minnesota Statutes, section 471.59, and all other applicable statutes, rules, and regulations, the undersigned parties, in the joint and mutual exercise of their powers, agree as follows:

**ARTICLE 1: PURPOSE**

The purpose of this Agreement is to jointly explore opportunities for collaboration in Joint Powers Programs pursuant to Minnesota Statutes, section 124D.18 et. seq. in order to make maximum use of resources between the SCHOOL DISTRICT and the CITY.

**ARTICLE 2: JOINT POWERS STEERING COMMITTEE**

There is hereby created a Joint Powers Steering Committee, hereinafter referred to as the STEERING COMMITTEE, which shall consist of the following representatives:

1. SCHOOL DISTRICT Superintendent. ~~of Schools;~~
2. Three (3) School ~~SCHOOL DISTRICT~~ Board Members.;
3. CITY ~~ity~~ Administrator.;
4. Three (3) CITY ~~ity~~ Council Members.

Additional advisory members may be appointed to the STEERING COMMITTEE upon a majority vote of the then-existing STEERING COMMITTEE members and in accordance with the work of the STEERING COMMITTEE.

The SCHOOL DISTRICT’S Directors of Community Education and the CITY’S Director of Parks and Recreation shall serve as ex-officio members of the STEERING COMMITTEE. All members shall serve without compensation. The term of office of the STEERING COMMITTEE MEMBER shall be established by ~~each entity~~ the SCHOOL DISTRICT and the CITY. Members shall continue in office until their successor has been duly named and qualified. The STEERING

COMMITTEE shall elect officers as it deems necessary, the SCHOOL DISTRICT'S Director of Community Education and the Director of Parks and Recreation will serve as the co-chairpersons and the district-SCHOOL DISTRICT'S office executive assistant shall serve as the secretary who shall take meeting minutes and undertake administrative tasks as directed by the STEERING COMMITTEE. The STEERING COMMITTEE may adopt such rules of procedure as it deems necessary.

### ARTICLE 3: DUTIES

It shall be the function of the STEERING COMMITTEE to:

- A. Recommend to their respective governing bodies, operating procedures and policies consistent with the purpose of this ~~is~~ program Agreement.
- B. Establish an annual operating budget, and recommend to their respective governing bodies expenditures of funds necessary to carry out functions of all established Joint Power Programs. ~~Annual operating budgets and cost sharing agreements are specifically outlined in each respective addendum. ¶~~
- C. The following programs and respective agreements that are subject to this Agreement and represent the current joint initiatives between the SCHOOL DISTRICT and CITY are:
  - a. Hastings Senior Center
    - i. Joint Powers Agreement Hastings Senior Center Cost Sharing for Programming (established 2018). ADDENDUM A
    - ii. Joint Powers Agreement Hastings Senior Center Cost Sharing for Facilities (established 2019). ADDENDUM B
  - b. Maintenance Facility ¶
    - i. ~~Joint Park Maintenance Facility: Operations and Maintenance Agreement (established 2002) ADDENDUM C ¶~~  
~~Joint Park Maintenance Facility: Lease Agreement (established 2001) ADDENDUM D ¶~~
- D. ~~All additional joint agreements will be added as additional addendums at the time of the agreement. Any agreement executed pursuant to the purpose of this Agreement shall be added as an addendum after final execution of the agreement.~~
- E. The STEERING COMMITTEE will generally meet two (2) times per year, or more frequently as needed. The regular meeting schedule will include one (1) meeting in the spring of each year, and one (1) meeting in the fall each year. Specific dates and times will be set by the STEERING COMMITTEE.

~~Each sponsor governing body~~ Both the SCHOOL DISTRICT and the CITY shall endeavor to make an application for all State and Federal grants and funding programs and private and foundation resources that may be available to fund any items of expense of the Joint Powers Programs, including salaries, but only if the SCHOOL DISTRICT and the CITY find the terms and conditions acceptable upon which the funding is received. ~~provided that in such sponsor's governing body's opinion, the requirements of conditions necessary to obtain grants and program are acceptable to it.~~

#### **ARTICLE 4: CITIZEN INVOLVEMENT-ENGAGEMENT**

The STEERING COMMITTEE shall ~~direct~~ encourage the SCHOOL DISTRICT's ~~d~~Directors of Community Education and the CITY's Director of Parks and Recreation to work with appropriate community groups, community organizations, community agencies and advisory committees, including, but not limited to, the ~~(e.g. Senior Citizens Advisory Committee, Special Services Advisory Committee, and Athletics Advisory Committees, etc...)~~ to accomplish the purposes of the Joint Powers Programs.

#### **ARTICLE 5: PROGRAM FUNDS**

All ~~public program~~ funds for the joint administration of the Joint Powers Programs shall be paid into and disbursed by the SCHOOL DISTRICT either the SCHOOL DISTRICT or the CITY as identified the responsible governing body as written in the associated addendums and in a manner provided by law. ~~Contracts let and purchases made under the agreement shall conform to the requirements applicable to contracts and purchases of the SCHOOL DISTRICT. Strict accountability of all funds and reports of all receipts and disbursements shall be provided for by the SCHOOL DISTRICT~~ the party identified in the addendum as being responsible for the funds. ~~governing body.~~ Shared financial responsibility for each Joint Powers Program will be ~~recommended~~ determined by the STEERING COMMITTEE and ~~is~~ shall be included in each respective agreement. ~~see Addendums A-D.~~

~~Unless specifically outlined differently within each separate agreement (Addendums A-D), within 30 days after the conclusion of the CITY'S fiscal year (January 1st), the SCHOOL DISTRICT shall submit an annual billing for expenditures incurred for the operations of the approved Joint Powers sponsored Programs. The annual billing will include supplemental financial documents which support annual expenditures and revenues.~~

#### **ARTICLE 6: CAPITAL IMPROVEMENT PROJECTS AND JOINT POWERS PROGRAM CONSIDERATION**

The SCHOOL DISTRICT and CITY agree to consider joint ventures in the development of recreational/athletic facilities that serve, and are mutually beneficial to both the SCHOOL DISTRICT and CITY. Capital Improvement Projects ~~and or shared Joint Powers Programs~~ will be cooperatively developed by the SCHOOL DISTRICT's ~~d~~Directors of Community Education, ~~and Athletics,~~ and the CITY's Director of Parks and Recreation, for approval by the STEERING COMMITTEE. ~~This plan~~ Potential Capital Improvement ~~p~~Projects and Joint Powers ~~p~~Programs will be reviewed at least annually by the STEERING COMMITTEE. Final consideration and approval of any Capital Improvement Project or Joint Powers Program will be ~~subject to~~ made by the SCHOOL DISTRICT's and CITY's ~~each~~ respective governing body.

#### **ARTICLE 7: FUNDING AND ON-GOING MAINTENANCE OF CAPITAL IMPROVEMENT PROJECTS AND JOINT POWERS PROGRAMS**

Cost sharing of approved Capital Improvement Projects ~~and or~~ Joint Powers Programs will be negotiated individually and ~~each project will require a unique agreement~~ and finalized in a written agreement signed by the SCHOOL DISTRICT's and CITY's governing bodies, with the details of each shared project/program specifically addressed in the respective signed

agreement incorporated into this Agreement as an addendum. Shares may include cash and in-kind contributions. Land purchases or ownership of property is not considered part of the cost.

Project cost overestimate/underestimate; cost increase/ reductions will be shared on the same basis as the original cost.

The governmental unit that owns the land upon which the capital improvement projects are developed shall serve as the fiscal host as outlined in each respective addendum. be responsible for payment of the project and billing for the cost sharing of the project.

ON-GOING MAINTENANCE: Upon completion of the a Capital Improvement pProject, on-going maintenance shall be completed as agreed upon by the appropriate parties with a maintenance plan finalized in a written agreement, which maywill be incorporated into this Agreement as an per agreement each respective addendum. The governmental unit that owns the land upon which the facility is located shall be responsible for maintaining long-term facilities maintenance plans for 10 years. They party responsible for the on-going maintenance responsibilities shall, regularly (at least annually,) communicate all plans for maintenance or capital projects in which the partner governmental unit is requested to share the cost. This ensures both parties are able to appropriately budget taxpayer funds.

All current (2025) existing agreements are included as ADDENDUMS A-BD and fully incorporated herein.

#### **ARTICLE 8: JOINT POWERS PROGRAMS**

See attached agreement(s) for programs currently administered by the SCHOOL DISTRICT and CITY pursuant to this AGREEMENT:

1. ~~Hastings Senior Center Program Agreement~~
  - a. ~~Joint Powers Agreement Hastings Senior Center Cost Sharing for Programming (established 2018). ADDENDUM A~~
  - b. ~~Joint Powers Agreement Hastings Senior Center Cost Sharing for Facilities (established 2019). ADDENDUM B~~
2. ~~Maintenance Facility~~
  - a. ~~Joint Park Maintenance Facility: Operations and Maintenance Agreement (established 2002) ADDENDUM C~~
  - b. ~~Joint Park Maintenance Facility: Lease Agreement ADDENDUM D~~

#### **ARTICLE 9-8: REVIEW, RENEWAL AND TERMINATION**

This Agreement ~~CREEMENT~~ shall remain in full force and effect until it is terminated in a manner provided herein and ~~continue in perpetuity and~~ will be reviewed biannually on odd years.

This Agreement shall terminate when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction or when the CITY or SCHOOL DISTRICT ~~a~~

~~majority of the STEERING COMMITTEE~~ agree to terminate this Agreement upon a ~~date~~ certain date. Termination shall not discharge any liability incurred by ~~the STEERING COMMITTEE or~~ the Parties during the term of this Agreement. Any financial obligation incurred by ~~the STEERING COMMITTEE,~~ SCHOOL DISTRICT, or CITY pursuant to this Agreement shall continue until discharged by law, this Agreement, or any subsequent agreement of the Parties.

The terms for each approved ~~shared~~ Capital Improvement ~~pProject/~~ or Joint Powers ~~pProgram~~ are outlined in each respective addendum and ~~This AGREEMENT~~ shall continue in full force and effect until terminated by either party by written notice to the other party at least one year prior to the date of desired termination.

Upon the execution of this Agreement, the Hastings Community Education/Recreation Joint Powers Agreement executed by the Parties on May 2, 2001, shall be terminated and have no further force and effect.

#### **ARTICLE ~~10~~ 9: DISTRIBUTION OF PROPERTY**

Any property acquired as the result of ~~this AGREEMENT~~ a shared Capital Improvement ~~pProject or Joint Powers pProgram~~ shall be distributed in proportion to the contribution of the ~~pParties~~ hereto in the event of termination of this ~~any existing~~ this Agreement or included as a part of any Addendum.

#### **ARTICLE 104: LIABILITY AND INDEMNIFICATION**

- A. Hold Harmless. Each party to this Agreement shall be liable for its own acts to the extent provided by law and hereby agrees to defend, indemnify and hold harmless the other party, and its officers, employees and agents, against any and all liability, loss, costs, damages, expenses, claims or actions, including reasonable attorneys' fees, which the other party may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, and its officers, employees or agents, in the execution or performance or failure to adequately perform ~~its~~ obligations pursuant to this Agreement. Nothing in this Agreement shall require a party to defend, indemnify or hold harmless the other party for the other party's own acts or omissions.
- B. Liability Limits. It is understood and agreed that the liability of the SCHOOL DISTRICT and CITY shall be limited by the provisions of Minnesota Statutes, ~~e~~Chapter 466, and/or other applicable law(s). The hold harmless provision of this Agreement does not constitute a waiver by either party of any limitations on liability provided under Minnesota Statutes, section 466.04, as amended. To the fullest extent permitted by law, actions by the ~~the~~ SCHOOL DISTRICT and CITY pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the SCHOOL DISTRICT and CITY that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, section 471.59, subdivision 1a(a), as amended. Each party to this Agreement expressly declines responsibility for the acts or omissions of the other party. Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs

or expenses, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.

#### **ARTICLE 11: NOTICES**

Any notification required to be provided pursuant to this Agreement shall be communicated to the named persons, in the positions stated below, or their successors in title, at the following addresses, unless stated otherwise in this Agreement or in a subsequent modification to this Agreement:

Independent School District No. 200  
Attention: Superintendent  
1000 West 11<sup>th</sup> Street  
Hastings, MN 55033

City of Hastings  
Attention: City Administrator  
101 4<sup>th</sup> Street East  
Hastings, MN 55033

#### **ARTICLE 12: GENERAL PROVISIONS**

- A. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- B. Amendment. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office. Rules and regulations may be amended ~~by a vote of the CITY and SCHOOL DISTRICT at a meeting of the STEERING COMMITTEE~~ by a vote of the CITY and SCHOOL DISTRICT, provided that at least ten (10) days prior notice of the meeting has been furnished to each party.
- C. Non-Discrimination. During the performance of this Agreement, the parties shall not discriminate against any individual necessary to perform any services under this Agreement because of race, color, creed, religion, national origin, sex marital status, status with regard to public assistance, disability, sexual orientation or age.
- D. Severability. Should a court of competent jurisdiction rule any portion, section or subsection of this Agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection, and all remaining portions, sections or subsections shall remain in full force and effect.

- E. Assignment. The parties may neither assign nor transfer any rights or obligations under this Agreement without the written agreement of all parties.
- F. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.
- G. Governing Law. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.
- H. Venue. The venue for all proceedings out of this Agreement must be in the appropriate court of competent jurisdiction in Dakota County, Minnesota.
- I. Data Practices Compliance. The parties must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data created, collected, received, stored, used, maintained, or disseminated for any purpose in connection with this Agreement.
- J. Waiver. A waiver by any party of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

[The remainder of this page is intentionally left blank]

~~EFFECTIVE DATE OF REVISION~~ ¶

¶

~~This revised AGREEMENT shall be in full force and effect from and after \_\_\_\_\_.~~ ¶  
 \_\_\_\_\_ (Date) ¶

¶

~~This revised AGREEMENT was adopted by Resolution of Independent School District 200 on \_\_\_\_\_, and by Resolution by the City of Hastings City Council on \_\_\_\_\_.~~ ¶  
 (Date) \_\_\_\_\_ (Date) ¶

¶

¶

Signatures

**IN WITNESS WHEREOF**, the undersigned parties, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes § 471.59 on the date shown below.

CITY OF HASTINGS

\_\_\_\_\_  
Mary Fasbender, Mayor

\_\_\_\_\_  
Kelly Murtaugh, City Clerk

\_\_\_\_\_  
Date

INDEPENDENT SCHOOL DISTRICT NO. 200

---

Dr. Tammy Champa, Superintendent

---

Date

DRAFT Jan. 2025

## ~~Joint Powers Agreement~~ **Addendum A** **Hastings Senior Center Program**

The City of Hastings (“City”) and Hastings Independent School District 200 (“School District”), under the authority of the Independent School District 200 and City of Hastings Joint Powers Agreement (“JPA”) dated January 1, 2018, agree to jointly support the Hastings Senior Center Program, located in Tilden Community Center, 310 River Street, Hastings, Minnesota. It is the intention of both parties to share responsibly in the operational and maintenance costs of the Hastings Senior Center Program as outlined in this Addendum Agreement (“Agreement”).

### 1. ~~Duration~~ **Term & Termination:**

- This Agreement shall be effective on the date of the signature of the last party to sign this Agreement and may be terminated by either the City or School District with 1 year notice ~~expires on December 31, 2027. This Agreement shall Two years with renewal commencing on January 1, 2018, and terminate on (insert date two years from execution of JPA),~~ subject to termination or amendment upon twelve (12) months ~~(preferred (24) month)~~ written notice based on fiscal year. This Agreement may be extended upon the written mutual consent of the parties for such additional periods as they deem appropriate and upon the same terms and conditions as stated herein.
- This Agreement may be terminated by either party upon 180 days’ written notice delivered to the other party at the addresses listed in Article 11 of the JPA in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have thirty (30) calendar days from the date of the termination notice to cure or submit a plan for cure that is acceptable to the other party.

### 2. ~~School District~~ **Responsibilities:-**

- Provide, operate, maintain, and care for the area currently occupied by the Hastings Senior Center Program at Tilden Community Center.
- Employ a Coordinator for the Hastings Senior Center Program, pay all costs and assume all responsibility relating to employment, including: compensation; insurance benefits; retirement; workers compensation and liability insurance.
- Maintain all financial records and pay all bills relating to ~~this joint endeavor~~ **the parties responsibilities outlined in this Agreement.**
- Provide a financial accounting of operational costs to the JPA Joint Powers Committee at least ~~twice (2) times each year~~ **during the term of this Agreement.**
- Provide annual budget estimates for Senior Center operation to City prior to July 1st ~~annually of each year~~ for inclusion in City budget process.
- Submit an invoice for payment ~~of the City’s~~ **of its** portion of **maintenance and** operational costs **as outlined in Section 3 below** no later than January 1st of each year. These costs will be final, audited expenses for the prior ~~Fiscal Y~~ **fiscal** year.
- ~~Expenses~~ **The maintenance, operation or additional costs covered in their entirety by the District under this Agreement are as follows:**
  - Community Education Director’s salary (including benefits)
  - Administrative Assistant’s salary (including benefits)
  - Electricity
  - Garbage
  - Water/Sewage
  - Natural Gas
  - Lawn Care

- Snow Removal
- Insurance
- The Expenses shared with City are as follows:
  - Senior Center Coordinator (salary and benefits)
  - Custodian (salary and benefits)
  - Phone
  - Postage
  - Copiers
  - Staff Travel
  - Contracted printing
  - General Supplies
  - Non-Instructional Tech devices
  - Dues/Membership/License/Fees
  - ARUX fees (credit card fees)
- ~~If additional costs and expenses are incurred in addition to those covered by the District under this Section or those shared with the City as outlined under Section 3, the parties shall will be considered each expense on a case by case basis, with both parties agreeing as to which party (or both parties) shall pay for the expense in its entirety or share the expense. ¶~~

### 3. City Responsibilities:

- City agrees to be a responsible financial partner with the District, ensuring the success of the Senior Center Program.
- With City Council approval, ~~the~~ City shall annually contribute fifty percent (50%) of the actual operating and maintenance costs for the Senior Center Program ~~annually~~.
- Operating costs include Senior Center Coordinator salary and benefits, custodial costs, and seasonal brochure printing costs.
- City will annually review costs estimates ~~annually~~ for its responsibilities under this Agreement and ~~will~~ include them as part of the City's annual budget.
- Remit payment to School District no later than April 1st each year.
- The Expenses shared with School District are as follows:
  - Senior Center Coordinator (salary and benefits)
  - Custodian (salary and benefits)
  - Phone
  - Postage
  - Copiers
  - Staff Travel
  - Contracted printing
  - General Supplies
  - Non-Instructional Tech devices
  - Dues/Membership/License/Fees
  - ARUX fees (credit card fees)

### 4. Additional Expenses

Any expenses that are not listed above will be considered on a case by case basis by the Joint Powers Steering Committee.

**54. Fiscal Year Explanation:**

- School District operates on a July 1st – June 30th Fiscal Year.
- City of Hastings operates on a January 1st – December 31st Fiscal Year.
- School District invoice provided by January 1<sup>st</sup> of each year annually is for the prior Fiscal Year.
  - **Example:** School district FY 2024-25 invoice submitted to City by January 1st 2026.

Add Signature Block

**IN WITNESS WHEREOF**, the City and School District agree to be bound by the terms and conditions of this Agreement as well as all terms and conditions of the JPA, which are hereby incorporated by reference.

CITY OF HASTINGS

---

Mary Fasbender, Mayor

---

Kelly Murtaugh, City Clerk

---

Date

INDEPENDENT SCHOOL DISTRICT NO. 200

---

Dr. Tammy Champa, Superintendent

---

Date

## COST SHARING AGREEMENT

This agreement is entered into on the \_\_\_ day of \_\_\_\_\_, 2019, between the City of Hastings, a Minnesota Municipal Corporation, with a principal place of business at 101 East 4th Street, Hastings, MN 55033, referred to herein as “City”, and Independent School District No. 200, with its principal place of business at 1000 West 11th Street, Hastings, MN 55033, referred to herein as “School District”. This agreement is sometimes referred to herein as “this Agreement”.

### RECITALS

**WHEREAS**, the City and School District entered into a joint powers agreement (hereinafter referred to as “the Joint Powers Agreement”) dated as of May 2, 2001 pursuant to program within the City of Hastings pursuant to Minnesota Statute Section 121.85;

**WHEREAS**, the City is the owner of improved real property located generally at 213 Ramsey Street, Hastings, MN 55033 and legally described on the attached Exhibit A (hereinafter referred to as “the Ramsey Street Property”);

**WHEREAS**, the City and School District currently operate a senior center community education program in the Tilden Center Property pursuant to the Joint Powers Agreement;

**WHEREAS**, the School District is the owner of improved real property located generally at 855 4th Street West, Hastings, MN 55033 and legally described on the attached Exhibit B (hereinafter referred to as “the Tilden Center”);

**WHEREAS**, the City and School District have relocated the senior center operations from the Ramsey Street Property to the Tilden Center;

**WHEREAS**, to make the Tilden Center and associated improvements suitable for operation of the senior center, the School District is willing to undertake certain improvements, repairs, and maintenance of the Tilden Center with an estimated cost of \$1.2 million on the condition that the City agrees to contribute \$30,000 each year, for a period of 7 years, totaling \$210,000, to the School District to partially offset the School District’s costs of improving, maintaining and repairing the Tilden Center;

**WHEREAS**, the City and School District wish to reduce to writing their agreements regarding relocation of the senior center to the Tilden Center.

**NOW, THEREFORE**, the City and School District hereby agree as follows:

1. **Cost Sharing Agreement.** The City shall contribute \$30,000 each year, in monthly installments, for a period of 7 years, totaling \$210,000, to the School District to partially offset the School District’s costs of improving, maintaining and repairing the Tilden Center currently estimated to be \$1.2 million. The City shall make eighty-four (84) monthly payments to the School District in

the amount of \$2,500.00 each month beginning on the first day of September, 2019 and continuing on the first day of each month thereafter through August 1, 2026 when the entire contribution of \$210,000.00 by the City shall have been paid in full. The City and School District agree to work cooperatively to facilitate the relocation of the senior center facility and operations to the Tilden Center. This Agreement shall not modify the Joint Powers Agreement and except as provided for herein, operation of the senior center at the Tilden Center shall continue in the same manner and to the same extent as undertaken by the parties in the past with- cost sharing controlled by the terms of the Joint Powers Agreement.

2.

3.

4. **Notices.** All notices, consents, demand and requests which may be or are required to be given by either party to the other, shall be in writing, and shall be deemed given or served when deposited in the United States mail by registered or certified mail, postage prepaid, addressed as follows:

If to City:                      City of Hastings  
  Attn: City Administrator  
  101 Fourth Street East  
  Hastings, N 55033

If to School District:      Independent School District No. 200  
  Attn: District Superintendent  
  1000 West 11th Street  
  Hastings, MN 55033

Such addresses may be changed from time to time by either party by serving notices as above provided.

5. **All Agreements Included.** Except as identified herein, this Agreement and the Joint Powers Agreement embody all the agreements between the parties hereto respecting the relocation of the senior center to the Tilden Center. All subsequent changes and modifications to be valid shall be embodied within a written instrument duly executed by the parties hereto.

6. **Dispute Resolution.** In the event of a dispute between the parties to this Agreement, before either party may initiate any lawsuit or other court action, the parties agree to undertake reasonable efforts in good faith to resolve the dispute through negotiation or another form of non-binding alternative dispute resolution mutually agreed to by the parties.

7. **Paragraph Headings.** The headings of the several paragraphs contained herein are for convenience only and do not define, limit, or construe the contents, construction or meaning of the provisions of this Agreement.

8. **Laws of Minnesota.** The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Agreement.

IN WITNESS WHEREOF the respective parties hereby have executed this Agreement on the day and year first above written.

**City of Hastings,  
A Minnesota Municipal Corporation**

By: \_\_\_\_\_  
Mary Fasbender, Mayor

(SEAL)

By: \_\_\_\_\_  
,Julie Flaten, Interim City Admin &  
Administrative Services Director

**Independent School District No. 200,**

By: \_\_\_\_\_  
Tim Collins, Superintendent  
Hastings Public Schools

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF DAKOTA    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by Mary Fasbender, Mayor of the City of Hastings, a Minnesota municipal corporation, and by Julie Flaten, Interim City Admin & Administrative Services Director of the City of Hastings, a Minnesota municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF DAKOTA    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019  
by Tim Collins, Superintendent for Hastings Public Schools.

---

Notary Public

**Exhibit A**  
**Legal Description-Ramsey Street Property**

Lot 6 except the South 70 feet thereof and an undivided  $\frac{1}{2}$  interest in Lot 5, except the South 100 feet thereof, all in Block 15, Town of Hastings, according to the recorded plat thereof, Dakota County, Minnesota (Abstract Property); and

An undivided  $\frac{1}{2}$  interest in the South 100 feet of Lot 5, Block 15, Town of Hastings, according to the recorded plat thereof, Dakota County, Minnesota, (Torrens Property).

**Exhibit B**  
**Legal Description-Tilden Center**

Lots 1, 2, 3, 4, 5, 6, and 7, Block 18;

Lots 14 and 15, Block 18;

All of Lots 16 and 17, Block 18;

The West 20 feet of Lot 18, Block 18;

The East 20 feet of Lot 18, Block 18; and

All of Lots 19 and 20, Block 18;

All of the foregoing being part of Addition No. 13 to the City of Hastings, Dakota County, Minnesota.

,