

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

Wednesday, July 22, 2020  
Regular Meeting  
Video Conference through Zoom

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- I. Call Meeting to Order**
  - a. Attendance
- II. Motion to approve the agenda/table file**
  - a. Approval of the minutes from the June 24th, 2020 Regular Board Meeting.
- III. Recognition of visitors**
- IV. Announcements and Recognitions**
  - a. Good News Items
- V. Administrative Reports**
  - a. Superintendent
  - b. Building Construction Fund Project Update
  - c. School Board Committee Reports
    - i. Facility Committee
    - ii. Admin Negotiations
- VI. Items for Discussion**
  - a. First Read Through:
    - i. 414
    - ii. 415
  - b. Policies for 2nd reading:
    - i. 610
    - ii. 901
    - iii. 902
    - iv. 902A
    - v. 903
- VII. Action Items**
  - a. Consent Agenda
    - i. Change Orders
      - 1. Change Order #7
    - ii. Bills Payable
    - iii. Personnel Report
    - iv. Yearly Membership Renewals
  - b. Items for Individual Action
    - i. Policies
      - 1. Annual Review Policies for Approval
        - i. 413
        - ii. 514
        - iii. 522
        - iv. 612
      - ii. Employee Classification Review Cycle for Pay Equity Compliance for 2020-2021
      - iii. Changes to the Pay Equity Review
      - iv. Individual Contracts
      - v. SRO/Crossing Guard Contract
      - vi. Acceptance of Donations
- VIII. Future Meetings**
- IX. Adjournment**

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

A Regular Meeting of the School Board of Independent School District 200, Hastings, Minnesota, was held on Wednesday, June 24<sup>th</sup>, 2020 via Zoom conference.

The meeting was called to order by Kelsey Waits at 6:01 PM. The following members of the School Board were present: Brian Davis, Scott Gergen, Lisa Hedin, Stephanie Malm, Dave Pemble, and Kelsey Waits. Those absent: Becky Beissel and Interim Superintendent Jeff Pesta.

A motion to approve the agenda was made by Brian Davis and seconded by Dave Pemble. The vote was: 6 ayes, and 0 nays, motion carried unanimously.

A motion to approve the minutes from the May 20<sup>th</sup> Regular Board Meeting was made by Dave Pemble and seconded by Scott Gergen. The vote was: 6 ayes, 0 nays, motion carried unanimously.

Kelsey Waits took time to welcome and acknowledge those who were attending the Board Meeting via Zoom as well as those watching the meeting remotely.

Time was taken to acknowledge the good news items happening throughout the District including the Senior Graduation procession, the Middle School end of year sendoff parade, and the parade held of those employees who retired during the 2019-2020 school year.

The time was turned over to Mary Ellen Fox to present the annual results of the wellness survey.

Jennifer Seubert and Brittney Hirschauer took time to provide the School Board with updates on summer community food security.

Jennifer Seubert then presented the board with the CARES Act impact and provide updates on upcoming fund transfers related to the state's emergency orders. She also presented further details regarding the recommended budget for the upcoming 20-21 fiscal year.

The time was turned back over to Kelsey Waits to discuss the recommendation of forming an ad-hoc discipline policy committee to review policy 506.

The Board took time to go over the reports from the facility committee meeting as well as to hear and discuss the summaries of the policy committee meetings.

The first order of business was to approve the consent agenda. A motion to approve the consent agenda including change order number 12 with an addition of \$113,024.00 was made

by Stephanie Malm and seconded by Lisa Hedin. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to adopt Policy 534 was made by Dave Pemble and seconded by Scott Gergen. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to adopt Policy 721 was made by Stephanie Malm and seconded by Dave Pemble. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to adopt Policy 620 was made by Brian Davis and seconded by Dave Pemble. The vote was: 6 ayes, 0 nays, motion carried unanimously.

Policy 612 was discussed at length and it was agreed that the policy will be reviewed further and be brought back for a third read.

A motion to adopt Policy 408 was made by Dave Pemble and seconded by Stephanie Malm. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to adopt Policy 419 was made by Stephanie Malm and seconded by Dave Pemble. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to adopt Policy 515 was made by Lisa Hedin and seconded by Scott Gergen. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to adopt Policy 535 was made by Lisa Hedin and seconded by Stephanie Malm. The vote was: 6 ayes, 0 nays, motion carried unanimously.

The following policies were brought forward as first reads for the board, discussed, and will be further reviewed and brought back for a second read at a future meeting: Policy 901, Policy 902, Policy 902A, Policy 903, and Policy 610.

A motion to approve the recommended budget for fiscal year 20-21 was made by Brian Davis and seconded by Dave Pemble. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to approve the master agreements for the Community Education Coordinators and the Technology Support Group was made by Dave Pemble and seconded by Brian Davis. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to approve the pay equity review for the reviewed positions and updated position descriptions was made by Scott Gergen and seconded by Dave Pemble. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to approve the School Resource Officer and Traffic Control Agent Program Agreement Renewal was made by Dave Pemble, however there were issues with the documents and

further discussion about the topic. This item will be moved to the July meeting for further approval.

A motion to approve the Sternau and Associates Employee Assistance Plan Agreement Contract Renewal was made by Stephanie Malm and seconded by Scott Gergen. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to approve the recommended quote for property, liability, and workers' compensation insurance was made by Dave Pemble and seconded by Stephanie Malm. The vote was 6 ayes, 0 nays, motion carried unanimously.

Lisa Hedin made a motion to approve the following prime food service vendor agreements: Trio Supply Company, BIMBO Bakeries, Upper Lakes Foods, Plainview Milk Products Cooperative, Big 8, and Bix Produce Company. This motion was seconded by Dave Pemble. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to accept the recommended bid from Wold Architects and Engineers was made by Lisa Hedin and seconded by Dave Pemble. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to approve the Memorandum of Understanding to staff the summer food service program was made by Scott Gergen and seconded by Stephanie Malm. The vote was: 6 ayes, 0 nays, motion carried unanimously.

There was a motion to approve the Designation of Identified Officials with Authority for the MDE External user Access Recertification System as follows: Dr. Robert McDowell to act as the Identified Official with Authority (IOWA) and Missy Williams to act as the IOWA to add and remove names only for Hastings Public School District 0200-01. The motion was made by Dave Pemble and seconded by Scott Gergen. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to designate the St. Paul Pioneer Press as the official district posting for the Hastings Public School District was made by Lisa Hedin and Seconded by Dave Pemble. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to adjourn to a closed session of the School Board pursuant to Minnesota Statute §13D.05 Subd. (1b) for the purposes of discussing admin negotiation strategy was made by Scott Gergen and seconded by Dave Pemble. The vote was: 6 ayes, 0 nays, motion carried unanimously.

A motion to adjourn the closed session of the School Board was made by Dave Pemble and seconded by Scott Gergen. The vote was: 6 ayes, 0 nays, motion carried unanimously. Closed session of the board was adjourned at 9:05 PM.

The Board returned to the open session of the Regular Board Meeting. With no further business to discuss, the meeting was adjourned at 9:06 PM.

### Building Construction Fund Projects as of 6/30/2020

	A	B	C	D	E	A-C-D-E	
Project	Project Budget	Vendor Bid Amount +/- Change Orders	Vendor Contract Expenses to Date	Wold Fees to Date	Other Expenses Less Rebates to Date	Remaining Funds	Status
High School Roof Replacement	4,645,800	2,944,318	2,944,318	294,530	11,568	1,395,384	Complete
High School & Pinecrest Chillers	1,182,000	753,551	753,551	74,842	(34,273)	387,879	Complete
Multi-Site Exterior Lighting	478,500	246,483	246,483	30,569	(26,321)	227,770	Complete
High School & McAuliffe Parking Lot	1,841,300	1,084,851	1,084,851	116,970	22,836	616,643	Complete
High School Track Resurfacing	360,000	286,864	286,864	23,219	3,323	46,593	Complete
Contingency	664,254	-	-	-	-	664,254	
Interest Earnings	-	-	-	-	-	2,121,389	
<b>Subtotal</b>	<b>9,171,854</b>	<b>5,316,067</b>	<b>5,316,067</b>	<b>540,130</b>	<b>(22,867)</b>	<b>5,459,913</b>	

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

	A	B	C	D	E	A-B-D-E	
District Wide Camera Project	382,000	192,975	192,198	24,421	12,636	152,746	In Process
High School BAS Replacement	1,951,100	606,642	596,642	123,429	28,570	1,202,459	In Process
Middle School Improvements	23,540,900	21,955,768	17,553,611	1,296,098	368,422	4,322,769	In Process
McNamara Stadium Improvements	3,370,000	2,687,632	2,683,632	216,215	280,568	189,585	In Process
Pinecrest Deferred Maintenance	968,000	517,400	-	49,196	248	918,556	In Process
High School Athletic Field Parking Lot	506,000	416,124	-	23,684	13,193	469,123	In Process
Pinecrest Partial Roof Replacement	373,000	289,800	-	18,865	248	353,886	In Process
HS Entrance/Bathroom (EC) Improvements	445,000	264,690	-	19,369	1,414	159,527	In Process
Tilden Deferred Maintenance & Roof	828,746	688,400	-	49,632	29,121	749,993	In Process
<b>Subtotal</b>	<b>32,364,746</b>	<b>27,619,431</b>	<b>21,026,083</b>	<b>1,820,909</b>	<b>734,420</b>	<b>8,518,644</b>	

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

	A	B	C	D	E	A-B-D-E	
McAuliffe Deferred Maintenance	107,100	-	-	-	42,595	64,505	In Design
High School Retaining Wall	50,000	-	-	-	-	50,000	In Design
Tilden Asbestos	18,400	-	-	-	-	18,400	In Design
Kennedy & McAuliffe Partial Roof Replacement	533,200	-	-	-	-	533,200	In Design
<b>Subtotal</b>	<b>708,700</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>42,595</b>	<b>666,105</b>	

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

	A	B	C	D	E	A	
High School Deferred Maintenance	604,400	-	-	-	-	604,400	Future
Middle School Partial Roof Replacement	717,200	-	-	-	-	717,200	Future
Kennedy Deferred Maintenance	416,100	-	-	-	-	416,100	Future
District Wide Fire Alarm/Alert System Replacement	365,000	-	-	-	-	365,000	Future
High School Fire Alarm/Alert System Replacement	435,000	-	-	-	-	435,000	Future
<b>Subtotal</b>	<b>2,537,700</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,537,700</b>	

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

Other District Projects	A	B	C	D	E	A-B-E	
Technology Improvements	1,200,000	-	-	na	634,622	565,378	Not Completed
Flexible Learning Furniture	600,000	-	-	na	114,865	485,135	Not Completed
Interior Locks Allowance	300,000	-	-	na	-	300,000	Not Completed
Door & Glass Improvements	500,000	-	-	na	-	500,000	Not Completed
Replace Middle School Softball & Baseball Backstops	160,000	-	-	na	-	160,000	Not Completed
Replace High School Carpet	662,100	-	-	na	-	662,100	Not Completed
Miscellaneous Deferred Maintenance Projects <\$100,000	394,900	-	-	na	133,776	261,124	Not Completed
<b>Subtotal</b>	<b>3,817,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>883,263</b>	<b>2,933,737</b>	

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

<b>Total</b>	<b>48,600,000</b>	<b>32,935,498</b>	<b>26,342,150</b>	<b>2,361,039</b>	<b>1,637,411</b>	<b>20,116,099</b>
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Transfers from Contingency:

\$445,000 Early Childhood Improvements  
 \$ 87,000 High School Athletic Field Parking Lot  
 \$ 44,300 High School Retaining Wall

Complete and In Process (does not include contingency)  
 Project Total  
 %

40,872,346  
 48,600,000  
 84%



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  
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## Facilities Committee Summary

*Committee Mission: The Standing Facilities Committee will provide guidance for proper administration of stated projects and provide information and ensure value to the board:*

- 1) Architectural Vision and Advice: The Committee, in conjunction with the Administration, will undertake specific assignments from the Board to develop a consensus for architectural vision to govern specific construction projects, establish building criteria, conduct design reviews, make recommendations and/or establish an approvals process*
- 2) Facilities Improvements and Tactical Planning: The Committee, in conjunction with the Administration, will make recommendation on needed and/or required improvements, maintenance and general upkeep of the facilities.*

### **July 10, 2020**

1. Discussed the status of ongoing maintenance projects.
  - a. Last phases of the middle school this summer
  - b. Kitchen hood and roof at Pinecrest
2. Decision on the high school retaining wall does not need to be made now since the project will be getting completed next year. As such we temporarily set the decision aside.
3. We briefly discussed the locker room renovations at the high school as we continue to decide how many showers should be installed.
4. We spent significant time discussing how COVID may impact facilities decisions. For example, depending on what school might look like in the fall, we may need to make some changes (such as temporary walls) that we can devote bond dollars to. We also requested that information on HVAC and air filtration for each of our sites could be supplied to the board. This in order to ensure that the air quality in our buildings can be maintained at the recommended standards to decrease the potential spread of COVID if we do return to in-person learning.
5. We are in the process of working on the repairs at Todd Field. The fence should be going up the week of July 13. We are still waiting on estimates for the turn and bleachers. We are hoping to have the turf repaired in mid-August.
6. We also discussed long-term solutions to ensure safety at Todd Field, should an event like this happen again. We discussed the use of bollards, as well as whether or not we should end the use of bleachers west of the press box. We will work on getting our voice in the conversation with MNDOT so when they complete their projects in that area, we can discuss long-term solutions with them.
7. For our next meeting, we will be discussing COVID-19 preparations, Todd Field, and our current priorities with the rest of the bond dollars. We will be looking back over the information that was presented to voters when we passed the bond in order to make sure that we finish the entire list that was presented to the voters.



*MSBA/MASA Model Policy 414*

*Orig. 1995*

*Rev. 2019*

**414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE**

**I. PURPOSE**

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

**II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to fully comply with Minn. Stat. § 626.556 requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

**III. DEFINITIONS**

- A. “Accidental” means a sudden, not reasonably foreseeable, and unexpected occurrence or event which:
  - 1. is not likely to occur and could not have been prevented by exercise of due care; and
  - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of the event.
- B. “Child” means one under age 18 and, for purposes of Minn. Stat. Ch. 260C (Child Protection) and Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18).
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.



- D. “Mandated reporter” means any school personnel who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years.
- E. “Neglect” means the commission or omission of any of the acts specified below, other than by accidental means:
1. failure by a person responsible for a child’s care to supply a child with necessary food, clothing, shelter, health care, medical care, or other care required for the child’s physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
  2. failure to protect a child from conditions or actions that seriously endanger the child’s physical or mental health when reasonably able to do so;
  3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors such as the child’s age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for his or her own basic needs or safety or the basic needs or safety of another child in his or her care;
  4. failure to ensure that a child is educated in accordance with state law, which does not include a parent’s refusal to provide his or her child with sympathomimetic medications;
  5. prenatal exposure to a controlled substance used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child’s birth, or medical effects or developmental delays during the child’s first year of life that medically indicate prenatal exposure to a controlled substance or the presence of a fetal alcohol spectrum disorder;
  6. medical neglect as defined by Minn. Stat. § 260C.007, Subd. 6, Clause (5);
  7. chronic and severe use of alcohol or a controlled substance by a parent or person responsible for the care of the child that adversely affects the child’s basic needs and safety; or
  8. emotional harm from a pattern of behavior which contributes to impaired emotional functioning of the child which may be demonstrated by a substantial and observable effect in the child’s behavior, emotional response, or cognition that is not within the normal range for the child’s age and stage of development, with due regard to the child’s culture.



Neglect does not include spiritual means or prayer for treatment or care of disease

where the person responsible for the child's care in good faith has selected and depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health.

- F. "Non Maltreatment mistake" means: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar non maltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.
- G. "Physical abuse" means any physical injury, mental injury, or threatened injury, inflicted by a person responsible for the child's care other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. § 125A.0942 or § 245.825.

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

Actions which are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions which result in any non-accidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying, caging, or chaining; or (11) in a school facility



or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.

- H. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes neglect or physical or sexual abuse of a child and contains sufficient content to identify the child and any person believed to be responsible for the neglect or abuse, if known.
- I. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.
- J. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation which requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).
- K. "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.
- L. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury.



Threatened injury includes, but is not limited to, exposing a child to a person

responsible for the child's care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

#### **IV. REPORTING PROCEDURES**

- A. A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years, to the local welfare agency, police department, county sheriff, tribal social services, or tribal police department. The reporter will include his or her name and address in the report.
- B. If the immediate report has been made orally, by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assisting or investigating maltreatment. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- G. Submission of a good faith report under Minnesota law and this policy will not



adversely affect the reporter's employment, or the child's access to school.

- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, and the reckless making of a false report may result in discipline. The court may also award attorney's fees.

## V. INVESTIGATION

- A. The responsibility for investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county, state, or local agency or agencies. The agency responsible for assessing or investigating reports of child maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged perpetrator, and any other person with knowledge of the abuse or neglect for the purpose of gathering the facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of a school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.
- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property will be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged perpetrator is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged perpetrator is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.



- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

## **VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE**

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.
- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

## **VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE**

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

## **VIII. DISSEMINATION OF POLICY AND TRAINING**

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

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 121A.58 (Corporal Punishment)



Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)  
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)  
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)  
Minn. Stat. § 260C.007, Subd. 6, Clause (5) (Child in Need of Protection)  
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)  
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)  
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)  
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)  
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)  
Minn. Stat. § 609.379 (Reasonable Force)  
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)  
Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

***Cross References:*** MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)

*Policy Reviewed:*

*Policy Adopted:*

*Policy Revised:*



*MSBA/MASA Model Policy 415*

*Orig. 1995*

*Rev. 2015*

**415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS**

**I. PURPOSE**

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

**II. GENERAL STATEMENT OF POLICY**

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

**III. DEFINITIONS**

- A. “Mandated Reporters” means any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.
- B. “Maltreatment” means the neglect, abuse, or financial exploitation of a vulnerable adult.
- C. “Neglect” means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult’s physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult’s health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 17.
- D. “Abuse” means: (a) An act against a vulnerable adult that constitutes a violation



of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 2.

- E. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.
- F. "Vulnerable Adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minn. Stat. Ch. 245A, except as excluded under Minn. Stat. § 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or type of service received possesses a physical or mental infirmity or other physical, mental, or



emotional dysfunction that impairs the individual's ability to adequately provide

the person's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

- G. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.
- H. "School Personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
- I. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

#### IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The reporter shall to the extent possible identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose *not public data* as defined under Minn. Stat. § 13.02 to the extent necessary to comply with the above reporting requirements.
- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law



and this policy, or against a vulnerable adult who is named in a report is prohibited.

- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

## V. INVESTIGATION

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

## VI. DISSEMINATION OF POLICY AND TRAINING

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

**Legal References:** Minn. Stat. § 13.02 (Collection, Security, and Dissemination of Records; Definitions)  
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)  
Minn. Stat. §§ 609.221-609.224 (Assault)  
Minn. Stat. § 609.234 (Crimes Against the Person)  
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)  
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)  
Minn. Stat. § 609.341 (Definitions)  
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)  
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)  
Minn. Stat. § 626.5572 (Definitions)  
*In re Kleven*, 736 N.W.2d 707 (Minn. App. 2007)

**Cross References:** MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)  
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)  
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or



*Hastings Public School District  
ISD #200*

Physical or Sexual Abuse)

*Policy Reviewed: 07.22.2020*

*Policy Adopted:*

*Policy Revised: 07.17.2020*



## 610 FIELD TRIPS

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

Student trips will be categorized within three general areas:

#### A. Required Instructional Trips

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

#### B. Optional Supplementary Trips

This category pertains to those trips in which students voluntarily participate and which supplement the instructional or activity program goals. Usually take place outside the regular school day. Examples of trips in this category involve cultural events, student activities, clubs, and other special interest groups or social activities. These trips are subject to review and approval of the activities director and/or the building principal. Financial contributions

by students may be requested. (Minn. Stat. § 123B.36, Authorized Fees)



C. Extended Trips

1. Trips that involve one or more overnight stops fall into this category. Extended trips may be instructional or supplementary and must be requested well in advance of the planned activity. An extended trip request form must be completed and approved at each level: student, principal, superintendent, and school board. Exceptions to the approval policy may be granted or expedited to accommodate emergencies or contingencies (e.g., tournament competition).
2. The school board acknowledges and supports the efforts of booster clubs and similar organizations in providing extended trip opportunities for students.
3. Participating in overnight trips for curricular, co-curricular, or extra-curricular activities is a privilege. To ensure the safety of the traveling party, participants may be subject to a search of their person or possessions by school administrators prior to boarding the transportation for an overnight event.

**III. REGULATIONS**

- A. Rules of conduct and discipline for students and employees shall apply to all student trip activities.
- B. The school administration shall be responsible for providing more detailed procedures, including parental involvement, supervision, and such other factors deemed important and in the best interest of students.
- C. All volunteers accompanying students on extended trips will be subject to a background check in accordance with Policy 903A.
- D. Transportation shall be furnished through a commercial carrier or school-owned vehicle.
- E. An employee may use a personal vehicle to transport staff or personal property for purposes of a field trip upon prior, written approval from administration.
- F. An employee must not use a personal vehicle to transport one or more students for purposes of a field trip.
  1. If immediate transportation of a student is required due to an emergency or unforeseen circumstance, such as the illness or injury of a child, and the transportation does not constitute regular or scheduled transportation, a personal vehicle may be used. To the extent a personal vehicle is used, the vehicle must be properly registered and insured.



2. An employee must obtain pre-approval by administration of student transportation by a personal vehicle, pursuant to Section III.E.1, if practicable. If pre-approval by administration of use of a personal vehicle cannot be obtained in a reasonable time given the circumstances, an employee shall report the relevant facts and circumstances justifying the need for use of a personal vehicle to administration as soon as practicable. The relevant facts and circumstances for use of a personal vehicle shall be documented by administration.

#### IV. SCHOOL BOARD REVIEW

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

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

**Legal References:** Minn. Stat. § 123B.36 (Authorized Fees)  
Minn. Stat. § 123B.37 (Prohibited Fees)  
Minn. Stat. § 123B.49 (Co-curricular and Extracurricular Activities; Insurance)  
Minn. Stat. § 169.011, Subd. 71(a) (Definition of a School Bus)  
Minn. Stat. § 169.454, Subd. 13 (Type III Vehicle Standards – Exemption)  
*Sonkowsky v. Board of Educ. for Indep. Sch. Dist. No. 721*, 327 F.3d 675 (8<sup>th</sup> Cir. 2003)  
*Lee v. Pine Bluff Sch. Dist.*, 472 F.3d 1026 (8<sup>th</sup> Cir. 2007)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 423 (Employee – Student Relationships)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 707 (Transportation of Public School Students)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA/MASA Model Policy 710 (Extracurricular Transportation)  
Hastings Policy 903A \*\*\* *pending approval of 903A*\*\*\*



*Hastings Public School District  
ISD #200*

*Policy Reviewed: 06.18.2020*

*Policy Adopted:*

*Policy Revised: 06.19.2020*



## **901 COMMUNITY EDUCATION**

### **I. PURPOSE**

The purpose of this policy is to convey to employees and to the general public the important role of community education within the school district.

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

The school board affirms a strong commitment to the community education program. The school board welcomes, and strongly encourages use of school buildings and activity areas by the community when not used for regularly scheduled elementary and secondary programs. The school administration should strive to accomplish the following objectives:

- A. Maximum use should be made of public school facilities within the school district service area.
- B. Educational needs and interest of area residents should be determined periodically.
- C. Community resources and expertise of residents should be utilized to develop a vibrant, well-rounded community education program.
- D. Area residents should be encouraged to actively participate in program opportunities.

### **III. COMMUNITY EDUCATION ADVISORY COUNCIL**

- A. The council shall assist in promoting the goals and objectives of the program.
- B. The membership of the community education advisory will consist of members who represent: various service organizations; churches; public and nonpublic schools; local government including elected officials; public and private nonprofit agencies serving youth and families; parents; youth; park, recreation or forestry services of municipal or local government units located in whole or in part within the boundaries of the school district; and any other groups participating in the community education program in the school district.
- C. Bylaws of the community education advisory council shall provide the framework for the organization including criteria pertaining to membership, officers' duties, frequency and structure of meetings and such other matters as deemed necessary and appropriate.



*Hastings Public School District  
ISD #200*

- D. The council will adopt a policy to reduce and eliminate program duplication within the school district.

***Legal References:*** Minn. Stat. § 123B.51 (Schoolhouses and Sites; Access for Noncurricular Purposes)  
Minn. Stat. § 124D.19, Subd. 1 (Community Education Programs; Advisory Council)  
Minn. Stat. § 124D.20, Subd. 1 (Community Education Revenue)

***Cross References:*** MSBA/MASA Model Policy 902 (Use of School District Facilities and Equipment)

*Policy Reviewed: 5.29.2020*

*Policy Adopted:*

*Policy Revised: 5.29.2020*



## **902 USE OF SCHOOL DISTRICT FACILITIES AND EQUIPMENT**

### **I. PURPOSE**

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

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

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

### **III. SCHEDULED COMMUNITY EDUCATION CLASSES AND ACTIVITIES**

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

### **IV. GENERAL COMMUNITY USE OF SCHOOL FACILITIES**

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



payment procedure shall be presented for review and approval by the school board.

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

## V. USE OF SCHOOL EQUIPMENT

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

## VI. RULES FOR USE OF FACILITIES AND EQUIPMENT

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

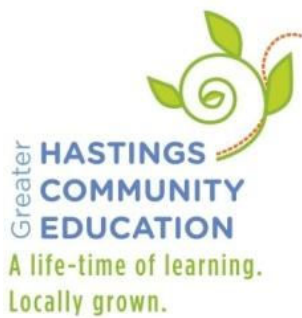
**Legal References:** Minn. Stat. § 123B.51 (Schoolhouses and Sites; Access for Noncurricular Purposes)

**Cross References:** MSBA/MASA Model Policy 801 (Equal Access to School Facilities)  
MSBA/MASA Model Policy 901 (Community Education)

*Policy Reviewed: 5.29.2020*

*Policy Adopted:*

*Policy Revised: 5.29.2020*



**Hastings Community Education  
Tilden Community Center  
310 River Street  
Hastings, MN 55033  
651-480-7670  
[www.hastingscommunityed.com](http://www.hastingscommunityed.com)**

**Hastings Public Schools  
Community Use of School Facilities  
Philosophy, Rules and Regulations, Building Use Charges  
July 1, 2019-June 30, 2020**

**Philosophy**

The policy of the Hastings Public Schools is to encourage the use of school facilities by citizens living in the district. The implementation of this policy requires both individual and community cooperation. Certain rules and regulations are necessary in order to ensure that all community members have equal access to district facilities; to effectively administer this policy and to support ongoing care and maintenance of facilities used.

**Rules and Regulations**

**Priority of Use**

1. Regular school activities and school organizations shall have first priority in the use of any school facility, even after a permit has been issued to another non-school district organization.
2. In the event of a conflict between non-school district organizations, all reasonable efforts will be made between parties to come to a resolution. Organizations involved will receive notice of resolution.
3. Gym priority will be given to sport activities that require gym use for regular sport play. This priority extends for the period when the sport is in season per the Minnesota State High School League.
4. The Director of Community Education or his/her designee retains the right to make a final decision in regard to building use. In all instances, this decision will bear in mind the best interests of the community.

**How to Apply**

1. Application form for Use of School Facilities is available online at [www.hastingscommunityed.com](http://www.hastingscommunityed.com) and [www.hastings.k12.mn.us](http://www.hastings.k12.mn.us), as well as at Tilden Community Center, 310 River Street. Please make any special requests for equipment usage when submitting the permit.
2. Complete online registration or fill out the form and return to the Hastings Community Education office at Tilden Community Center, fax 651-480-7680.
3. Organizations using the school facilities shall agree to indemnify the district for any and all damages by any person or persons attending the activities, and likewise the school district against any and all liability and any and all damages to any person or persons. Organizations using the school facilities shall agree to indemnify the district for any and all damages by any person or persons attending the activities, and likewise the school district against any and all liability and any and all damages to any person or persons.
4. Groups in Classes II-V using any school facility **must** provide a Certificate of Liability insurance in the amount of one (1) million dollars/occurrence and one (1) million dollars/aggregate prior to use.
5. All groups requesting non-profit status must provide proof of 501(c)3 or 501(c)4 status.
6. In Classification section, *local* refers to having at least 75% of participants reside in or attend schools within the boundaries of the Hastings Public Schools.
7. **Custodial fees during the school year**: Hastings Public Schools (except Tilden Community Center) facilities are staffed by custodians, during the school year, Monday-Friday from 6 a.m.- 10 p.m. No custodial fees are charged for building use during those hours. **Saturday**: A custodian is on duty at Hastings High School *only* from 7:30 a.m.- 3:45 p.m. Permits issued on Saturday for buildings other than

the high school will be charged a custodial overtime fee of \$35/hour unless the Director of Community Education or his/her designee assigns a Site Supervisor to the building. Permits issued on Saturday for the high school after 3:45 p.m. will incur a custodial overtime fee of \$35/hour. The number of custodians assigned to a particular event will be decided by the District Head of Buildings and Grounds.

**Sunday:** No custodians are on duty in any district facility. Permits issued on Sunday will be charged a custodial overtime fee of \$35/hour unless the Director of Community Education or his/her designee assigns a Site Supervisor to the building.

Please bear in mind that the custodian will need to clean the facility after your event has left the building when considering your event budget. Final charge for custodial overtime is issued after the conclusion of the event. **Summer custodial hours vary, please contact Community Education for more information.**

8. **Use of kitchen facilities:** You must request to use the kitchen (in addition to the cafeteria) when submitting the permit. Kitchen use requires hiring district food service personnel at a fee of \$35/hour.

9. **Outdoor athletic field use:** All groups wanting to reserve school fields must apply through the facility use application process. Other than standard maintenance, additional work will be done at the requester's expense. Portable toilet requests will be charged the current rate. The portable toilet fees may be split between user groups utilizing the same field.

10. **Please do not advertise your event until final approval is received.** Hastings Community Education will inform the applicant by email when final permit approval is made and the permit issued. Facility rental is available to non-school district groups beginning on August 15, 2020. The first available date for reservation thereafter is August 30.

### **Information About Your Permit**

1. All permits shall be revocable and shall not be considered a lease. The school board or its authorized agent may reject any application or cancel any permit.

2. Permit holders may not assign, transfer, sublet or charge a fee for the use of facilities or equipment. Once issued a valid permit, permit holders may not assign, transfer or sublet the permit to any other individual or group. Doing so will result in revocation of the permit and may result in denial of issuance of future permits.

3. Dances open to the general public will not be issued a permit. School sponsored dances are permitted.

4. All state and local ordinances must be observed by the permit holder and all attending the event. The permit holder will assume full responsibility for any unlawful act committed in the exercise of the permit.

5. Carefully check your permit when it is sent to you to ensure its accuracy. The building will open for your use at the time indicated on the permit. **You and those attending your event will not be able to enter the building before that.** You or your designee must be in the building when the building opens for your use. Carry your permit with you for every date of your event.

6. Payment is due 15 days from receipt of invoice. A \$15 late fee will be charged to unpaid invoices at 30 days and an additional \$25 late fee will be charged to unpaid invoices at 60 days. After 60 days unpaid the user and/or organization will be restricted from facility use until balance is paid in full.

### **Information About Facility Use**

1. All activities must be under competent adult supervision. The custodian on duty is there to supervise the operation of the facility, not the group or its activities.

2. Please carefully consider any special request for equipment use. Common requests include: PA systems, tables, chairs, podiums, internet access, spotlights, LCD projector and screen, piano, microphones, including wireless mics.

Equipment not requested on the application will not be available for use. See fees for equipment below.

3. Use of any school equipment, especially sound boards and lighting, must receive prior approval. Please note on your permit application what equipment you are requesting to use. A technician to run equipment can be hired through the district. If you wish to supply your own technician, this request must be approved by the district in advance of the event.

4. Furniture and equipment owned by the district cannot be moved unless permission is granted from and supervised by the custodian on duty.
5. You must have prior approval to move any non-school district equipment, decorations, etc. into the facility you have rented. All items must be removed promptly at the end of your event.
6. Concessions may not be set up in the school building or on the school grounds without the expressed permission of the Community Education Director.
7. Food and drink are strictly prohibited in the Auditoriums and High School Auditorium Lobby. A fine of \$150 will be charged to users in violation of this rule.
8. The following are prohibited in school facilities and on school grounds: •smoking; •intoxicating beverages and liquors; •illegal and banned substances; •disorderly conduct.
9. **Snow removal:** If snow removal is required when a community group is scheduled in a facility on a day when the facility is otherwise not being used, the cost of snow removal will be billed to the group holding the permit for the facility. Snow must be removed when accumulation reaches three (3) inches or as determined by the district Grounds Supervisor.
10. **Loading and unloading of equipment:** Parking is prohibited on sidewalks surrounding the schools. If your event will need to load/unload equipment, please make note of that in your permit request. Access to the school loading docks will be arranged.

### **Changes/Cancellation**

Changes: A \$10 permit fee may be charged if excessive revisions or rescheduling is made to the original request.

No Show Charges: Billed according to estimated cost on confirmation.

Late Cancellation Fee: Billed according to estimated cost on confirmation when notification to Community Education is less than (2) full non-holiday business days in advance.

### **Classifications**

**Class I: Independent School District 200 school organizations, district or school operated groups or organizations; official government entity meetings and one-time programs and events.**

Examples: student clubs, conferences, student activities, parent-teacher organizations

**Class II: Nonprofit organizations located within ISD 200 district boundaries**

Examples: youth athletic associations; youth groups and associations, youth booster clubs

**Class III: Local religious organizations/services/meetings; local businesses and for profit groups**

**Class IV: Nonprofit organizations outside ISD 200 district boundaries**

**Class V: All other for profit organizations located outside school district boundaries**

**Adult Sports Leagues:** Local teams, \$205/team.

**Tournament/Large Event/Fundraiser Fee: Applies to all groups class II-V where an admission fee or ticket to the event is required. Not applicable to practice/rehearsal permits. Custodial overtime/kitchen use/technical support charges additional. Cancellation less than 72 hours in advance of the event will incur a three hours custodial overtime charge, in addition to a cancellation fee of \$150.**

**Kennedy, Pinecrest, McAuliffe**

--One day fee (5-10 hours on one day)	\$75
--Weekend fee (Friday evening through Sunday evening)	\$150

**Hastings Middle School**

--One day fee (5-10 hours on one day)	\$150
--Weekend fee (Friday evening through Sunday evening)	\$300

**Hastings High School**

--One day fee (5-10 hours on one day)	\$200
--Weekend fee (Friday evening through Sunday evening)	\$400

Permit fee for Class II - V: \$10				
All rental fees are based on a 4 hour period. *Occurrence = 4 hours				
Facility	Class II	Class III	Class IV	Class V
	Fee per occurrence*	Fee per occurrence*	Fee per occurrence*	Fee per occurrence*
<b>Elementary</b>				
Cafeteria	\$8	\$15	\$23	\$31
Classroom	\$3	\$10	\$22	\$31
Gym	\$8	\$15	\$26	\$41
Media Center	\$5	\$10	\$21	\$31
<b>Tilden Comm.</b>				
Classroom	\$3	\$10	\$22	\$31
Conference Rm.	\$3	\$12	\$24	\$30
Gym	\$8	\$15	\$26	\$41
Multi-Use Room	\$8	\$12	\$25	\$31
Senior Gathering Room	\$10	\$20	\$26	\$61
Welcome Center	\$8	\$15	\$26	\$31
<b>Middle School</b>				
Auditorium	\$10	\$20	\$52	\$115
Cafeteria	\$8	\$19	\$32	\$63
Choir Room	\$8	\$15	\$24	\$32
Classroom	\$3	\$10	\$22	\$31
Gyms (per gym)	\$10	\$20	\$41	\$61
Media Center	\$10	\$20	\$26	\$63
Pool	\$17	\$34	\$42	\$63
<b>High School</b>				
Auditorium	\$25	\$45	\$73	\$135
Band Room	\$10	\$20	\$29	\$37
Choir Room	\$10	\$20	\$29	\$37
Dressing Room	\$10	\$20	\$29	\$37
Classroom	\$3	\$10	\$22	\$31
Commons	\$12	\$24	\$51	\$71
Gyms (per gym)	\$12	\$24	\$51	\$71
Lecture Hall	\$8	\$19	\$32	\$63
Media Center	\$10	\$20	\$26	\$63
Multi-Purpose	\$8	\$19	\$23	\$63
Orchestra Room	\$10	\$20	\$29	\$37
<b>Equipment Rental</b>				
LCD Projector	\$3	\$10	\$22	\$31
Laptop*	\$3	\$10	\$22	\$31
TV/DVD Player	\$3	\$10	\$22	\$31
Portable Toilets (fields)	Current Rate	Current Rate	Current Rate	Current Rate

\*Tilden only, limited availability



## **903 VISITORS TO SCHOOL DISTRICT BUILDINGS AND SITES**

### **I. PURPOSE**

The purpose of this policy is to inform the school community and the general public of the position of the school board on visitors to school buildings and other school property.

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

- A. The school board encourages interest on the part of parents and community members in school programs and student activities. The school board welcomes visits to school buildings and school property by parents and community members provided the visits are consistent with the health, education and safety of students and employees and are conducted within the procedures and requirements established by the school district.
- B. The school board reaffirms its position on the importance of maintaining a school environment that is safe for students and employees and free of activity that may be disruptive to the student learning process or employee working environment.

### **III. POST-SECONDARY ENROLLMENT OPTIONS STUDENTS**

- A. A student enrolled in a post-secondary enrollment options course may remain at the school site during regular school hours in accordance with established procedures.
- B. A student enrolled in a post-secondary enrollment options course may be provided with reasonable access, during regular school hours, to a computer and other technology resources that the student needs to complete coursework for a post-secondary enrollment course in accordance with established procedures.

### **IV. RESPONSIBILITY**

- A. The school district administration shall present recommended visitor and post-secondary enrollment options student procedures and requirements to the school board for review and approval. The procedures should reflect input from employees, students and advisory groups, and shall be communicated to the school community and the general public. Upon approval by the school board, such procedures and requirements shall be an addendum to this policy.
- B. The superintendent shall be responsible for providing coordination that may be needed throughout the process and providing for periodic school board review and



approval of the procedures.

## V. VISITOR LIMITATIONS

- A. An individual, post-secondary enrollment options student, or group may be denied permission to visit a school or school property or such permission may be revoked if the visitor(s) does not comply with the school district procedures and regulations or if the visit is not in the best interest of students, employees or the school district.
- B. Visitors, including post-secondary enrollment options students, are authorized to park vehicles on school property at times and in locations specified in the approved visitor procedures and requirements which are an addendum to this policy or as otherwise specifically authorized by school officials. When unauthorized vehicles of visitors are parked on school property, school officials may:
  - 1. move the vehicle or require the driver or other person in charge of the vehicle to move it off school district property; or
  - 2. if unattended, provide for the removal of the vehicle, at the expense of the owner or operator, to the nearest convenient garage or other place of safety off of school property.
- C. An individual, post-secondary enrollment options student, or group who enters school property without complying with the procedures and requirements may be guilty of criminal trespass and thus subject to criminal penalty. Such persons may be detained by the school principal or a person designated by the school principal in a reasonable manner for a reasonable period of time pending the arrival of a police officer.

**Legal References:** Minn. Stat. § 123B.02 (General Powers of Independent School Districts)  
Minn. Stat. § 124D.09 (Post-Secondary Enrollment Options Program)  
Minn. Stat. § 128C.08 (Assaulting a Sports Official Prohibited)  
Minn. Stat. § 609.605, Subd. 4 (Trespasses on School Property)

### **Cross References:**

*Policy Reviewed:* 06.18.2020

*Policy Adopted:*

*Policy Revised:* 06.19.2020

## Personnel Information for Approval

### Employee Resignations/Retirements/Terminations

Effective Date	Name	Reason	Building/Position
06/05/2020	Morgan Cunningham	Resignation	Kennedy/3rd Grade Teacher
6/29/2020	Rodney Colburn	Termination	Maintenance Specialist
6/30/2020	Kaitlyn Berg	Rescinded	Speech Language Pathologist
6/30/2020	Mark Johnson	Rescinded	HHS/Special Education Teacher
06/05/2020	Kaye Oakes	Retirement	Instructional Assistant
6/5/2020	Bobbi Seleski	Resignation	HMS/Science Teacher

### Employee Leaves

Effective Date	Name	Leave Type	Building/Position
07/28/2020	Ray Butler	FMLA - Medical	HHS/Maintenance Specialist

### Employee Change in Position

Effective Date	Name	Current Position	New Position	Rate of Pay
07/01/2020	Dee Ritter	Secretary III-Grade 8	Administrative Support Assistant I - Grade 5	\$ 21.64

### Employment of the following individuals

Start Date	Name	Position/Building	Salary/Rate of Pay
08/24/2020	Emily Chandler	Band Teacher/ HHS	\$62,068.50
8/24/2020	Sara Swenson	SpEd Teacher/HHS	\$50,315.00



## 413 HARASSMENT AND VIOLENCE

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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



verbal or written, of harassment or violence based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who is found to have violated this policy.

### **III. DEFINITIONS**

A. "Assault" is:

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

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

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

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

D. Protected Classifications; Definitions

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



*Hastings Public School District*  
*ISD #200*

- c. is regarded as having such an impairment.
  2. “Familial status” means the condition of one or more minors being domiciled with:
    - a. their parent or parents or the minor’s legal guardian; or
    - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
  3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
  4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
  5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
  6. “Sexual orientation” means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.
  7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.
- F. Sexual Harassment; Definition
  1. Sexual harassment consists of unwelcome sexual advances, requests for



*Hastings Public School District*  
*ISD #200*

sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

- a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
- b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
- c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.

2. Sexual harassment may include, but is not limited to:

- a. unwelcome verbal harassment or abuse;
- b. unwelcome pressure for sexual activity;
- c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
- d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning  
  
an individual's employment or educational status;
- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression.

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh,



buttocks, or breast, as well as the clothing covering these areas.

2. Sexual violence may include, but is not limited to:
  - a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
  - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
  - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
  - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

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

**IV. REPORTING PROCEDURES**

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct which may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.



*Hastings Public School District*  
*ISD #200*

- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.
- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- G. In the District. The school board hereby designates:

Deanna Werner  
1000 W 11th St.  
Hastings, MN 55033  
651-480-7002  
dwerner@hastings.k12.mn.us



*Hastings Public School District  
ISD #200*

as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.<sup>1</sup>

- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.
- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.

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<sup>1</sup> In some school districts the superintendent may be the human rights officer. If so, an alternative individual should be designated by the school board.



*Hastings Public School District*  
*ISD #200*

Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

## **V. INVESTIGATION**

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

## **VI. SCHOOL DISTRICT ACTION**

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include,



*Hastings Public School District  
ISD #200*

but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.

- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.
- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

## **VII. RETALIATION OR REPRISAL**

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

## **VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

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

## **IX. HARASSMENT OR VIOLENCE AS ABUSE**



*Hastings Public School District*  
*ISD #200*

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. § 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

**X. DISSEMINATION OF POLICY AND TRAINING**

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

***Legal References:*** Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)  
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
Minn. Stat. § 609.341 (Definitions)  
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)  
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)  
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)  
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)  
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)  
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)  
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)



Hastings Public School District  
ISD #200

42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

**Cross References:** MSBA/MASA Model Policy 102 (Equal Educational Opportunity)  
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)  
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)  
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

*Policy Reviewed: 06.24.2020*

*Policy Adopted:*

*Policy Revised: 07.17.2020*



## **514 BULLYING PROHIBITION POLICY**

### **I. PURPOSE**

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

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

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of bullying is



prohibited.

- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506). The school district may take into account the following factors:
  - 1. The developmental ages and maturity levels of the parties involved;
  - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
  - 3. Past incidences or past or continuing patterns of behavior;
  - 4. The relationship between the parties involved; and
  - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

### **III. DEFINITIONS**

For purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:



1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
  2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
  3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. "On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school



bus stops, school buses, school vehicles, school contracted vehicles, or any other

vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

- F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- H. "Student" means a student enrolled in a public school or a charter school.

#### **IV. REPORTING PROCEDURE**

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available



community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

## **V. SCHOOL DISTRICT ACTION**

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other



prohibited conduct has occurred, the school district will take appropriate action.

Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (See MSBA/MASA Model Policy 506) and other applicable school district policies; and applicable regulations.

- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

## **VI. RETALIATION OR REPRISAL**

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

## **VII. TRAINING AND EDUCATION**



- A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.
- B. The school district shall require ongoing professional development, consistent with Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:
  - 1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
  - 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
  - 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
  - 4. The incidence and nature of cyberbullying; and
  - 5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop



and improve students' knowledge and skills for solving problems, managing

conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
  2. Partner with parents and other community members to develop and implement prevention and intervention programs;
  3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
  4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
  5. Teach students to advocate for themselves and others;
  6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
  7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See MSBA/MASA Model Policy 515) in the student handbook.

## VIII. NOTICE



- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See MSBA/MASA Model Policy 506) distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

## IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minn. Stat. § 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)  
Minn. Stat. § 121A.031 (School Student Bullying Policy)  
Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.69 (Hazing Policy)  
Minn. Stat. Ch. 124E (Charter School)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)  
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)



*Hastings Public School District  
ISD #200*

***Cross References:*** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
MSBA/MASA Model Policy 423 (Employee-Student Relationships)  
MSBA/MASA Model Policy 501 (School Weapons Policy)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 507 (Corporal Punishment)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

*Policy Reviewed: 05.29.2020*

*Policy Adopted:*

*Policy Revised: 07.15.2020*



## **522 STUDENT SEX NONDISCRIMINATION**

### **I. PURPOSE**

Students are protected from discrimination on the basis of sex pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. The purpose of this policy is to provide equal educational opportunity for all students and to prohibit discrimination on the basis of sex.

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

- A. The school district provides equal educational opportunity for all students and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex.
- B. Every school district employee shall be responsible for complying with this policy.
- C. The school board hereby designates:

Trent Hanson  
200 General Sieben Dr.  
Hastings, MN 55033  
651-480-7597  
thanson@hastings.k12.mn.us

as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.

- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. In the absence of a specific designee, an inquiry or complaint should be referred to the superintendent or the school district human rights officer.

### **III. REPORTING GRIEVANCE PROCEDURES**

- A. Any student who believes he or she has been the victim of unlawful sex discrimination by a teacher, administrator, or other school district personnel, or any



person with knowledge or belief of conduct which may constitute unlawful sex

discrimination toward a student should report the alleged acts immediately to an appropriate school district official designated by this policy or may file a grievance. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting unlawful sex discrimination toward a student directly to a school district human rights officer or to the superintendent.

- B. In Each School Building. The building principal is the person responsible for receiving oral or written reports or grievances of unlawful sex discrimination toward a student at the building level. Any adult school district personnel who receives a report of unlawful sex discrimination toward a student shall inform the building principal immediately.
- C. Upon receipt of a report or grievance, the principal must notify the school district human rights officer immediately, without screening or investigating the report. The principal may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the principal to the human rights officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any report or complaint of unlawful sex discrimination toward a student as provided herein may result in disciplinary action against the principal. If the complaint involves the building principal, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. The school board hereby designates:

Deanna Werner  
1000 W 11th St.  
Hastings, MN 55033  
651-480-7002  
dwerner@hastings.k12.mn.us

as the school district human rights officer(s) to receive reports, complaints or grievances of unlawful sex discrimination toward a student. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.

- E. The school district shall conspicuously post the names of the Title IX coordinator and human rights officer(s), including office addresses and telephone numbers and work email addresses.
- F. Submission of a good faith complaint, grievance, or report of unlawful sex



discrimination toward a student will not affect the complainant or reporter's future employment, grades, or work assignments.

- G. Use of formal reporting forms is not mandatory.
- H. The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

#### **IV. INVESTIGATION**

- A. By authority of the school district, the human rights officer, upon receipt of a report, complaint, or grievance alleging unlawful sex discrimination toward a student, shall promptly undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators, or other school personnel pending completion of an investigation of alleged unlawful sex discrimination toward a student.
- E. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

#### **V. SCHOOL DISTRICT ACTION**



A. Upon conclusion of the investigation and receipt of a report, the school district will

take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and school district policies.

B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

## **VI. REPRISAL**

The school district will discipline or take appropriate action against any pupil, teacher, administrator, or other school personnel who retaliates against any person who reports alleged unlawful sex discrimination toward a student or any person who testifies, assists, or participates in an investigation, or who testifies, assists, or participates in a proceeding or hearing relating to such unlawful sex discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

## **VII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

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

## **VIII. DISSEMINATION OF POLICY AND EVALUATION**

A. This policy shall be made available to all students, parents/guardians of students, staff members, employee unions, and organizations.

B. The school district shall review this policy and the school district's operation for compliance with state and federal laws prohibiting discrimination on a continuous basis.

**Legal References:** Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)  
34 C.F.R. Part 106 (Implementing Regulations of Title IX)

**Cross References:** MSBA/MASA Model Policy 102 (Equal Educational Opportunity)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital)



*Hastings Public School District  
ISD #200*

Status Nondiscrimination)

*Policy Reviewed: 05.29.2020*

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*Policy Revised: 07.15.2020*



## **612.1 DEVELOPMENT OF PARENT AND FAMILY ENGAGEMENT POLICIES FOR TITLE I PROGRAMS**

### **I. PURPOSE**

The purpose of this policy is to encourage and facilitate involvement by parents of students participating in Title I in the educational programs and experiences of students. The policy shall provide the framework for organized, systematic, ongoing, informed, and timely parental involvement in relation to decisions about the Title I services within the school district. The involvement of parents by the school district shall be directed toward both public and private school children whose parents are school district residents or whose children attend school within the boundaries of the school district.

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

- A. The policy of the school district is to plan and implement, with meaningful consultation with parents of participating children, programs, activities, and procedures for the engagement of parents and families in its Title I programs.
- B. The policy of the school district is to fully comply with 20 U.S.C. § 6318 which requires the school district to develop jointly with, agree upon with, and distribute to parents of children participating in Title I programs written parent and family engagement policies.

### **III. DEVELOPMENT OF DISTRICT LEVEL POLICY**

The school board will direct the administration to develop jointly with, agree upon with, and distribute to parents and family members of participating children a written parent and family engagement policy that will be incorporated into the school district's Title I plan. The policy will establish the expectations for meaningful parent and family involvement and describe how the school district will:

- A. Involve parents and family members in the joint development of the school district's Title I plan and the development of support and improvement plans;
- B. Provide the coordination, technical assistance, and other support necessary to assist and build the capacity of all participating schools within the school district in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance, which may include meaningful consultation with employers, business leaders, and



philanthropic organizations, or individuals with expertise in effectively engaging parents and family members in education;

- C. Coordinate and integrate parent and family engagement strategies with similar strategies, to the extent feasible and appropriate, with other relevant federal, state, and local laws and programs;
- D. Conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of the schools served, including identifying barriers to greater participation by parents in parental involvement activities (with particular attention to parents who are economically disadvantaged, disabled, have limited English proficiency, have limited literacy, or who are of a racial or ethnic minority background); the needs of parents and family members to assist with the learning of their children, including engaging with school personnel and teachers; and strategies to support successful school and family interactions;
- E. Use the findings of such evaluations to design evidence-based strategies for more effective parental involvement and to revise, if necessary, the district-level and school-level parent and family engagement policies; and
- F. Involve parents in the activities of the schools, which may include establishing a parent advisory board comprised of a sufficient number and representative group of parents or family members served by the school district to adequately represent the needs of the population served by the school district for the purposes of developing, revising, and reviewing the parent and family engagement policy.

#### **IV. DEVELOPMENT OF SCHOOL LEVEL POLICY**

The school board will direct the administration of each school to develop (or amend an existing parental involvement policy) jointly with, and distribute to, parents and family members of participating children a written parent and family engagement policy, agreed upon by such parents and families, that shall describe the means for carrying out the federal requirements of parent and family engagement. Parents shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. Such policy shall be made available to the local community and updated periodically to meet the changing needs of parents and the school.

- A. The policy will describe the means by which each school with a Title I program will:
  - 1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation in Title I programs, and to explain to parents of participating children the program, its requirements, and their



- right to be involved;
2. Offer a flexible number of meetings, such as meetings in the morning or evening, and may provide with Title I funds transportation, child care, or home visits, as such services relate to parental involvement;
  3. Involve parents in an organized, ongoing, and timely way in the planning, review, and improvement of the parental involvement programs, including the planning, review, and improvement of the school parent and family engagement policy and the joint development of the school-wide program plan, except that if a school has in place a process for involving parents in the joint planning and design of the school's programs, the school may use that process, if such process includes an adequate representation of parents of participating children;
  4. Provide parents of participating children with: timely information about Title I programs; a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the achievement levels of the challenging state academic standards; if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible; and
  5. If the school-wide program plan is not satisfactory to the parents of participating children, submit any parent's comments on the plan when it is submitted to the school district.
- B. As a component of this policy, each school shall jointly develop with parents a school/parent compact which outlines how parents, staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the state's high standards. The compact shall:
1. Describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to meet state student academic achievement standards;
  2. Describe the ways each parent will be responsible for supporting his or her child's learning by volunteering in his or her child's classroom and participating, as appropriate, in decisions relating to his or her child's education and use of extracurricular time.
  3. Address the importance of communication between teachers and parents on an on-going basis through the use of:



- a. Annual parent-teacher conferences to discuss the compact and the child's achievement;
  - b. Frequent progress reports to the parents; and
  - c. Reasonable access to staff, opportunities to volunteer, participate in the child's class, and observe in the child's classroom.
  - d. Ensuring regular two-way, meaningful communication between family members and school staff and, to the extent practicable, in a language that family members can understand.
- C. To ensure effective involvement of parents and to support a partnership among the school, parents, and community to improve student academic achievement, the policy will describe how each school and the school district will:
1. Provide assistance to participating parents in understanding such topics as the state's academic content standards and state academic achievement standards, state and local academic assessments, Title I requirements, and how to monitor a child's progress and work with educators to improve the achievement of their children;
  2. Provide materials and training to assist parents in working with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement;
  3. Educate school staff, with the assistance of parents, in the value and utility of contributions of parents and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and school;
  4. Coordinate and integrate parental involvement programs and activities with other federal, state, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children to the extent feasible and appropriate;
  5. Ensure, to the extent practicable, that information about school and parent meetings, programs, and activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand; and
  6. Provide such other reasonable support for parental involvement activities as requested by parents.
- D. The policy will also describe the process to be taken if the school district and school



choose to:

1. Involve parents in the development of training for school staff to improve the effectiveness of such training;
  2. Provide necessary literacy training with funds received under Title I programs if all other funding has been exhausted;
  3. Pay reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions;
  4. Train parents to enhance the involvement of other parents;
  5. Arrange meetings at a variety of times or conduct in-home conferences between teachers or other educators, who work directly with participating children, and parents who are unable to attend such conferences at school in order to maximize parental involvement and participation in school-related activities;
  6. Adopt and implement model approaches to improving parental involvement;
  7. Develop appropriate roles for community-based organizations and business in parental involvement activities; and
  8. Establish a district-wide parent advisory council to provide advice on all matters related to parental involvement in Title I programs.
- E. To carry out the requirements of parent and family engagement, the school district and schools, to the extent practicable, will provide opportunities for the informed participation of parents and family members (including parents and family members who have limited English proficiency, parents and family members with disabilities, and parents and family members of migratory children), including providing information and school reports in a format and, to the extent practicable, in a language that is understandable by the parents.
- F. The school district and each school shall inform parents and parent organizations of the existence of family engagement in education programs.

The policies will be updated periodically to meet the changing needs of parents and the school.

***Legal References:*** 20 U.S.C. § 6318 (Parent and Family Engagement)



*Hastings Public School District  
ISD #200*

***Cross References:***

*Policy Reviewed: 06.24.2020*

*Policy Adopted:*

*Policy Revised: 06.10.2020*



## 2020-2022 Work Agreement

Hastings Public Schools  
Independent School District #200  
1000 11th Street West  
Hastings, MN 55033

### Rate of Pay

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**Name:** Becker, Sue

**Grade:** 6

**Status:** Non-Exempt

**Position:** A/P-A/R Clerk

**Scheduled Work Days:** 12 month, 6 hours per day

**Hire Date:** 9/1/2011

**2020-2021 Step:** 12     **Rate of Pay:** \$ 20.85

**2021-2022 Step:** 13-1     **Rate of Pay:** \$ 21.96

*Hours over 40 per week will be paid at 1 1/2 times your hourly rate. Sick, essential, holiday and vacation days are included in the calculation of hours. A time sheet should be turned or an entry made in TimeClock+ for the pay period in which overtime was earned. Any additional compensation needs to be approved in advance by the Superintendent or his/her designee.*

### Leave

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**Date for Vacation:** 7/1/2007

**Starting Year 1-4:** 10 Days     **Year 5-9:** 15: Days     **Year 10- 14:** 20 Days     **Years 15+:** 25 Days

**Vacation Days:**

Year: 14: 20 Days

Year: 15: 25 Days

*Up to five days may be carried over each year with the approval of the Superintendent.*

**Essential Leave Days:** 3

- Unused personal leave days will be added, carried forward, into the next fiscal year (to a maximum accumulated number of six (6) personal leave days). Upon request, payment will be made at the rate of \$130.00 per day, at end of July for unused essential leave days. Requests for payment are made to the HR/Payroll Administrative Assistant.

**Sick Leave Days:** 12

- Sick leave with pay shall be allowed by the school board whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.
- In addition, an employee may use sick leave pursuant to M.S. 181.9413, for the illness of or injury to the employee's child (including biological, step, adopted or foster), adult child, grandchild, spouse, sibling, parent, grandparent, step-parent or spouses mother or father, or domestic partner, provided the employee has a Domestic Partnership Agreement & Affidavit form on file with the District.
- The school board may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness or injury, in order to qualify for sick leave pay. In the event a medical certificate will be required, the employee will be so advised.
- Sick leave does not apply to situations related to daycare issues or lack of childcare.
- There is no cap on the number of sick days that may be accumulated. The employee will be given the choice to be paid once annually at the rate of \$14.50 per hour for up to six (6) days of unused sick leave

beyond one hundred and forty-two (142) days of accumulation. Upon request, payment will be made at the end of July. Requests for payment are made to the HR/Payroll Administrative Assistant.

<b>Holidays:</b>	14	Independence Day	Friday before Labor Day**
		Labor Day	Friday of Teachers Convention
		Thanksgiving Day	Friday after Thanksgiving Day
		December 24 <sup>th</sup>	December 25 <sup>th</sup>
		December 31 <sup>st</sup>	January 1 <sup>st</sup>
		Easter Monday***	Presidents' Day
		Friday before Easter Sunday	Memorial Day

\*\*If Friday before Labor Day falls on a student day or a teacher work day in which your direct supervisor requests your attendance, that day may be substituted for the Thursday of Teacher's Conventions in October.

\*\*\*If school is not in session on Easter Monday, this day would be a non-work day. It is not a floating holiday.

#### **Bereavement Leave:**

- In the case of death in the immediate family (immediate family shall mean spouse, child, parent, brother, sister, aunt, uncle, mother-in-law, father-in-law, grandparents and grandchildren, stepparent, or guardian, stepchild, domestic life partner or domestic life partner's parent) up to five (5) days will be allowed per death without deduction in pay and without deduction from sick leave.
- At the discretion of the Superintendent, up to two (2) days in addition to those identified in paragraphs one and two may be granted. The additional day(s) shall be deducted from sick leave.

#### **School Closings:**

- In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but directed not to report, will be paid. If staff are directed to report, see the District's School Closing & Provisions Guidelines, located on the School District Webpage under Staff Forms.

## **Benefits**

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**Benefit Notes:** Benefits prorated @ .75

### **Group Insurance**

#### **Medical/Hospitalization Insurance:**

#### **Single Coverage**

2020- 2021 & 2021-2022

- The District will contribute up to the cost of single Comp Basic towards the cost of any of the District's individual plans for all who qualify and are enrolled in the medical/hospital plan.

#### **Family Coverage**

2020-2021 - \$1,613.69

2021-2022 – Up to 73.5% of Comp Basic Family, capped at \$1,677.08

- The District will contribute towards the cost of any of the District's dependent plans for all who qualify and are enrolled in the medical hospitalization plan.
- If the employee covered by this work agreement and his/her spouse are both covered by District #200 medical insurance, the District will contribute an amount up to, or equal to, the single and dependent contributions not to exceed the total monthly cost of the least expensive dependent plan.

**Dental Insurance:**

- 2020-2021 The District will contribute \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.
- 2021-2022 The District will contribute a sum capped at \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.

**Affordable Care Act**

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

**Life Insurance:** 100%

- Toward a group term life insurance policy in the amount of \$150,000 for each who qualify, and are enrolled in the life insurance plan.

**Income Protection (LTD):** 100%

- Toward the cost of the District’s income protection plan in effect for all who qualify, and are enrolled in, the income protection plan

**Retirement**

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**Retirement Notes:**

**Retirement Plan:** PERA

**Date for 403(b) Match:** 7/1/2007

<b>403b/457 Matching Plan:</b>	<i>Beginning of School Year In District 200</i>	<i>Maximum Amount of Match Per Year</i>
	4-8 Years	2.5%
	9-13 Years	3.0%
	14+ Years	3.5%

Maximum annual match is capped at \$2,500, Maximum lifetime match is capped at \$35,000  
Determination of years is based on hire date before or after 1/1.

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Either party may terminate this agreement upon thirty (30) calendar days written notice with or without cause.

By: \_\_\_\_\_  
Independent School District #200

By: \_\_\_\_\_  
Employee

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

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



## 2020-2022 Work Agreement

Hastings Public Schools  
Independent School District #200  
1000 11th Street West  
Hastings, MN 55033

### Rate of Pay

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**Name:** Behnke, Ron  
**Grade:** 10  
**Status:** Non-Exempt

**Position:** Lead Computer Technician  
**Scheduled Work Days:** 12 month, 8 hours per day  
**Hire Date:** 6/24/2004

**2020-2021 Step:** 13-9(3)      **Rate of Pay:** \$ 33.89  
**2021-2022 Step:** 13-9(4)      **Rate of Pay:** \$ 35.92

*Hours over 40 per week will be paid at 1 1/2 times your hourly rate. Sick, essential, holiday and vacation days are included in the calculation of hours. A time sheet should be turned or an entry made in TimeClock+ for the pay period in which overtime was earned. Any additional compensation needs to be approved in advance by the Superintendent or his/her designee.*

### Leave

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**Date for Vacation:** 7/1/2004

**Starting Year 1-4:** 10 Days    **Year 5-9:** 15: Days    **Year 10- 14:** 20 Days    **Years 15+:** 25 Days

**Vacation Days:**

Year: 17: 25 Days  
Year: 18: 25 Days

*Up to five days may be carried over each year with the approval of the Superintendent.*

**Essential Leave Days: 3**

- Unused personal leave days will be added, carried forward, into the next fiscal year (to a maximum accumulated number of six (6) personal leave days). Upon request, payment will be made at the rate of \$130.00 per day, at end of July for unused essential leave days. Requests for payment are made to the HR/Payroll Administrative Assistant.

**Sick Leave Days: 12**

- Sick leave with pay shall be allowed by the school board whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.
- In addition, an employee may use sick leave pursuant to M.S. 181.9413, for the illness of or injury to the employee's child (including biological, step, adopted or foster), adult child, grandchild, spouse, sibling, parent, grandparent, step-parent or spouses mother or father, or domestic partner, provided the employee has a Domestic Partnership Agreement & Affidavit form on file with the District.
- The school board may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness or injury, in order to qualify for sick leave pay. In the event a medical certificate will be required, the employee will be so advised.
- Sick leave does not apply to situations related to daycare issues or lack of childcare.
- There is no cap on the number of sick days that may be accumulated. The employee will be given the choice to be paid once annually at the rate of \$14.50 per hour for up to six (6) days of unused sick leave

beyond one hundred and forty-two (142) days of accumulation. Upon request, payment will be made at the end of July. Requests for payment are made to the HR/Payroll Administrative Assistant.

<b>Holidays:</b>	14	Independence Day	Friday before Labor Day**
		Labor Day	Friday of Teachers Convention
		Thanksgiving Day	Friday after Thanksgiving Day
		December 24 <sup>th</sup>	December 25 <sup>th</sup>
		December 31 <sup>st</sup>	January 1 <sup>st</sup>
		Easter Monday***	Presidents' Day
		Friday before Easter Sunday	Memorial Day

\*\*If Friday before Labor Day falls on a student day or a teacher work day in which your direct supervisor requests your attendance, that day may be substituted for the Thursday of Teacher's Conventions in October.

\*\*\*If school is not in session on Easter Monday, this day would be a non-work day. It is not a floating holiday.

#### **Bereavement Leave:**

- In the case of death in the immediate family (immediate family shall mean spouse, child, parent, brother, sister, aunt, uncle, mother-in-law, father-in-law, grandparents and grandchildren, stepparent, or guardian, stepchild, domestic life partner or domestic life partner's parent) up to five (5) days will be allowed per death without deduction in pay and without deduction from sick leave.
- At the discretion of the Superintendent, up to two (2) days in addition to those identified in paragraphs one and two may be granted. The additional day(s) shall be deducted from sick leave.

#### **School Closings:**

- In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but directed not to report, will be paid. If staff are directed to report, see the District's School Closing & Provisions Guidelines, located on the School District Webpage under Staff Forms.

## **Benefits**

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### **Benefit Notes:**

#### **Group Insurance**

#### **Medical/Hospitalization Insurance:**

#### **Single Coverage**

2020- 2021 & 2021-2022

- The District will contribute up to the cost of single Comp Basic towards the cost of any of the District's individual plans for all who qualify and are enrolled in the medical/hospital plan.

#### **Family Coverage**

2020-2021 - \$1,613.69

2021-2022 – Up to 73.5% of Comp Basic Family, capped at \$1,677.08

- The District will contribute towards the cost of any of the District's dependent plans for all who qualify and are enrolled in the medical hospitalization plan.
- If the employee covered by this work agreement and his/her spouse are both covered by District #200 medical insurance, the District will contribute an amount up to, or equal to, the single and dependent contributions not to exceed the total monthly cost of the least expensive dependent plan.

**Dental Insurance:**

- 2020-2021 The District will contribute \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.
- 2021-2022 The District will contribute a sum capped at \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.

**Affordable Care Act**

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

**Life Insurance:** 100%

- Toward a group term life insurance policy in the amount of \$150,000 for each who qualify, and are enrolled in the life insurance plan.

**Income Protection (LTD):** 100%

- Toward the cost of the District’s income protection plan in effect for all who qualify, and are enrolled in, the income protection plan

**Retirement**

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**Retirement Notes:**

**Retirement Plan:** PERA

**Date for 403(b) Match:** 7/1/2004

<b>403b/457 Matching Plan:</b>	<i>Beginning of School Year In District 200</i>	<i>Maximum Amount of Match Per Year</i>
	4-8 Years	2.5%
	9-13 Years	3.0%
	14+ Years	3.5%

Maximum annual match is capped at \$2,500, Maximum lifetime match is capped at \$35,000  
Determination of years is based on hire date before or after 1/1.

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Either party may terminate this agreement upon thirty (30) calendar days written notice with or without cause.

By: \_\_\_\_\_  
Independent School District #200

By: \_\_\_\_\_  
Employee

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

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



## 2020-2022 Work Agreement

Hastings Public Schools  
Independent School District #200  
1000 11th Street West  
Hastings, MN 55033

### Rate of Pay

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**Name:** Blaha, Catherine

**Grade:** 9

**Status:** Non-Exempt

**Position:** Student Accounting Specialist

**Scheduled Work Days:** 12 month, 8 hours per day

**Hire Date:** 4/26/2007

**2020-2021 Step:** 13-2 **Rate of Pay:** \$ 28.34

**2021-2022 Step:** 13-3 **Rate of Pay:** \$ 29.05

*Hours over 40 per week will be paid at 1 1/2 times your hourly rate. Sick, essential, holiday and vacation days are included in the calculation of hours. A time sheet should be turned or an entry made in TimeClock+ for the pay period in which overtime was earned. Any additional compensation needs to be approved in advance by the Superintendent or his/her designee.*

### Leave

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**Date for Vacation:** 7/1/2007

**Starting Year 1-4:** 10 Days **Year 5-9:** 15: Days **Year 10- 14:** 20 Days **Years 15+:** 25 Days

**Vacation Days:**

Year: 14: 20 Days

Year: 15: 25 Days

*Up to five days may be carried over each year with the approval of the Superintendent.*

**Essential Leave Days: 3**

- Unused personal leave days will be added, carried forward, into the next fiscal year (to a maximum accumulated number of six (6) personal leave days). Upon request, payment will be made at the rate of \$130.00 per day, at end of July for unused essential leave days. Requests for payment are made to the HR/Payroll Administrative Assistant.

**Sick Leave Days: 12**

- Sick leave with pay shall be allowed by the school board whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.
- In addition, an employee may use sick leave pursuant to M.S. 181.9413, for the illness of or injury to the employee's child (including biological, step, adopted or foster), adult child, grandchild, spouse, sibling, parent, grandparent, step-parent or spouses mother or father, or domestic partner, provided the employee has a Domestic Partnership Agreement & Affidavit form on file with the District.
- The school board may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness or injury, in order to qualify for sick leave pay. In the event a medical certificate will be required, the employee will be so advised.
- Sick leave does not apply to situations related to daycare issues or lack of childcare.
- There is no cap on the number of sick days that may be accumulated. The employee will be given the choice to be paid once annually at the rate of \$14.50 per hour for up to six (6) days of unused sick leave

beyond one hundred and forty-two (142) days of accumulation. Upon request, payment will be made at the end of July. Requests for payment are made to the HR/Payroll Administrative Assistant.

<b>Holidays:</b>	14	Independence Day	Friday before Labor Day**
		Labor Day	Friday of Teachers Convention
		Thanksgiving Day	Friday after Thanksgiving Day
		December 24 <sup>th</sup>	December 25 <sup>th</sup>
		December 31 <sup>st</sup>	January 1 <sup>st</sup>
		Easter Monday***	Presidents' Day
		Friday before Easter Sunday	Memorial Day

\*\*If Friday before Labor Day falls on a student day or a teacher work day in which your direct supervisor requests your attendance, that day may be substituted for the Thursday of Teacher's Conventions in October.

\*\*\*If school is not in session on Easter Monday, this day would be a non-work day. It is not a floating holiday.

#### **Bereavement Leave:**

- In the case of death in the immediate family (immediate family shall mean spouse, child, parent, brother, sister, aunt, uncle, mother-in-law, father-in-law, grandparents and grandchildren, stepparent, or guardian, stepchild, domestic life partner or domestic life partner's parent) up to five (5) days will be allowed per death without deduction in pay and without deduction from sick leave.
- At the discretion of the Superintendent, up to two (2) days in addition to those identified in paragraphs one and two may be granted. The additional day(s) shall be deducted from sick leave.

#### **School Closings:**

- In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but directed not to report, will be paid. If staff are directed to report, see the District's School Closing & Provisions Guidelines, located on the School District Webpage under Staff Forms.

## **Benefits**

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**Benefit Notes:** Dental grandfathered @ \$98.71 per month

### **Group Insurance**

#### **Medical/Hospitalization Insurance:**

#### **Single Coverage**

2020- 2021 & 2021-2022

- The District will contribute up to the cost of single Comp Basic towards the cost of any of the District's individual plans for all who qualify and are enrolled in the medical/hospital plan.

#### **Family Coverage**

2020-2021 - \$1,613.69

2021-2022 – Up to 73.5% of Comp Basic Family, capped at \$1,677.08

- The District will contribute towards the cost of any of the District's dependent plans for all who qualify and are enrolled in the medical hospitalization plan.
- If the employee covered by this work agreement and his/her spouse are both covered by District #200 medical insurance, the District will contribute an amount up to, or equal to, the single and dependent contributions not to exceed the total monthly cost of the least expensive dependent plan.

**Dental Insurance:**

- 2020-2021 The District will contribute \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.
- 2021-2022 The District will contribute a sum capped at \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.

**Affordable Care Act**

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

**Life Insurance:** 100%

- Toward a group term life insurance policy in the amount of \$150,000 for each who qualify, and are enrolled in the life insurance plan.

**Income Protection (LTD):** 100%

- Toward the cost of the District’s income protection plan in effect for all who qualify, and are enrolled in, the income protection plan

**Retirement**

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**Retirement Notes:**

**Retirement Plan:** PERA

**Date for 403(b) Match:** 7/1/2007

<b>403b/457 Matching Plan:</b>	<i>Beginning of School Year In District 200</i>	<i>Maximum Amount of Match Per Year</i>
	4-8 Years	2.5%
	9-13 Years	3.0%
	14+ Years	3.5%

Maximum annual match is capped at \$2,500, Maximum lifetime match is capped at \$35,000  
Determination of years is based on hire date before or after 1/1.

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Either party may terminate this agreement upon thirty (30) calendar days written notice with or without cause.

By: \_\_\_\_\_  
Independent School District #200

By: \_\_\_\_\_  
Employee

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

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



## 2020-2022 Work Agreement

Hastings Public Schools  
Independent School District #200  
1000 11th Street West  
Hastings, MN 55033

### Rate of Pay

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**Name:** Freiermuth, Diane

**Grade:** 11

**Status:** Non-Exempt

**Position:** Payroll Specialist

**Scheduled Work Days:** 12 month, 8 hours per day

**Hire Date:** 2/21/2001

**2020-2021 Step:** 12     **Rate of Pay:** \$ 33.86

**2021-2022 Step:** 13-1     **Rate of Pay:** \$ 35.44

*Hours over 40 per week will be paid at 1 1/2 times your hourly rate. Sick, essential, holiday and vacation days are included in the calculation of hours. A time sheet should be turned or an entry made in TimeClock+ for the pay period in which overtime was earned. Any additional compensation needs to be approved in advance by the Superintendent or his/her designee.*

### Leave

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**Date for Vacation:** 7/1/2001

**Starting Year 1-4:** 10 Days     **Year 5-9:** 15: Days     **Year 10- 14:** 20 Days     **Years 15+:** 25 Days

**Vacation Days:**

Year: 20: 25 Days

Year: 21: 25 Days

*Up to five days may be carried over each year with the approval of the Superintendent.*

**Essential Leave Days:** 3

- Unused personal leave days will be added, carried forward, into the next fiscal year (to a maximum accumulated number of six (6) personal leave days). Upon request, payment will be made at the rate of \$130.00 per day, at end of July for unused essential leave days. Requests for payment are made to the HR/Payroll Administrative Assistant.

**Sick Leave Days:** 12

- Sick leave with pay shall be allowed by the school board whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.
- In addition, an employee may use sick leave pursuant to M.S. 181.9413, for the illness of or injury to the employee's child (including biological, step, adopted or foster), adult child, grandchild, spouse, sibling, parent, grandparent, step-parent or spouses mother or father, or domestic partner, provided the employee has a Domestic Partnership Agreement & Affidavit form on file with the District.
- The school board may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness or injury, in order to qualify for sick leave pay. In the event a medical certificate will be required, the employee will be so advised.
- Sick leave does not apply to situations related to daycare issues or lack of childcare.
- There is no cap on the number of sick days that may be accumulated. The employee will be given the choice to be paid once annually at the rate of \$14.50 per hour for up to six (6) days of unused sick leave

beyond one hundred and forty-two (142) days of accumulation. Upon request, payment will be made at the end of July. Requests for payment are made to the HR/Payroll Administrative Assistant.

<b>Holidays:</b>	14	Independence Day	Friday before Labor Day**
		Labor Day	Friday of Teachers Convention
		Thanksgiving Day	Friday after Thanksgiving Day
		December 24 <sup>th</sup>	December 25 <sup>th</sup>
		December 31 <sup>st</sup>	January 1 <sup>st</sup>
		Easter Monday***	Presidents' Day
		Friday before Easter Sunday	Memorial Day

\*\*If Friday before Labor Day falls on a student day or a teacher work day in which your direct supervisor requests your attendance, that day may be substituted for the Thursday of Teacher's Conventions in October.

\*\*\*If school is not in session on Easter Monday, this day would be a non-work day. It is not a floating holiday.

#### **Bereavement Leave:**

- In the case of death in the immediate family (immediate family shall mean spouse, child, parent, brother, sister, aunt, uncle, mother-in-law, father-in-law, grandparents and grandchildren, stepparent, or guardian, stepchild, domestic life partner or domestic life partner's parent) up to five (5) days will be allowed per death without deduction in pay and without deduction from sick leave.
- At the discretion of the Superintendent, up to two (2) days in addition to those identified in paragraphs one and two may be granted. The additional day(s) shall be deducted from sick leave.

#### **School Closings:**

- In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but directed not to report, will be paid. If staff are directed to report, see the District's School Closing & Provisions Guidelines, located on the School District Webpage under Staff Forms.

## **Benefits**

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**Benefit Notes:** Dental grandfathered @ \$98.71 per month

### **Group Insurance**

#### **Medical/Hospitalization Insurance:**

#### **Single Coverage**

2020- 2021 & 2021-2022

- The District will contribute up to the cost of single Comp Basic towards the cost of any of the District's individual plans for all who qualify and are enrolled in the medical/hospital plan.

#### **Family Coverage**

2020-2021 - \$1,613.69

2021-2022 – Up to 73.5% of Comp Basic Family, capped at \$1,677.08

- The District will contribute towards the cost of any of the District's dependent plans for all who qualify and are enrolled in the medical hospitalization plan.
- If the employee covered by this work agreement and his/her spouse are both covered by District #200 medical insurance, the District will contribute an amount up to, or equal to, the single and dependent contributions not to exceed the total monthly cost of the least expensive dependent plan.

**Dental Insurance:**

- 2020-2021 The District will contribute \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.
- 2021-2022 The District will contribute a sum capped at \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.

**Affordable Care Act**

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

**Life Insurance:** 100%

- Toward a group term life insurance policy in the amount of \$150,000 for each who qualify, and are enrolled in the life insurance plan.

**Income Protection (LTD):** 100%

- Toward the cost of the District’s income protection plan in effect for all who qualify, and are enrolled in, the income protection plan

**Retirement**

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**Retirement Notes:**

**Retirement Plan:** PERA

**Date for 403(b) Match:** 7/1/2001

<b>403b/457 Matching Plan:</b>	<i>Beginning of School Year In District 200</i>	<i>Maximum Amount of Match Per Year</i>
	4-8 Years	2.5%
	9-13 Years	3.0%
	14+ Years	3.5%

Maximum annual match is capped at \$2,500, Maximum lifetime match is capped at \$35,000  
Determination of years is based on hire date before or after 1/1.

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Either party may terminate this agreement upon thirty (30) calendar days written notice with or without cause.

By: \_\_\_\_\_  
Independent School District #200

By: \_\_\_\_\_  
Employee

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

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



## 2020-2022 Work Agreement

Hastings Public Schools  
Independent School District #200  
1000 11th Street West  
Hastings, MN 55033

### Rate of Pay

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**Name:** Garcia-Carrasco, Becky

**Grade:** 11

**Status:** Non-Exempt

**Position:** Admin. Asst., Supt & T/L

**Scheduled Work Days:** 12 months, 8 hours per day

**Hire Date:** 12/2/2019

**2020-2021 Step: 2**      **Rate of Pay:** \$ 26.50

**2021-2022 Step: 3**      **Rate of Pay:** \$ 27.91

*Hours over 40 per week will be paid at 1 1/2 times your hourly rate. Sick, essential, holiday and vacation days are included in the calculation of hours. A time sheet should be turned or an entry made in TimeClock+ for the pay period in which overtime was earned. Any additional compensation needs to be approved in advance by the Superintendent or his/her designee.*

### Leave

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**Date for Vacation:** 7/1/2019

**Starting Year 1-4:** 10 Days    **Year 5-9:** 15: Days    **Year 10- 14:** 20 Days    **Years 15+:** 25 Days

**Vacation Days:**

Year: 2: 10 Days

Year: 3: 10 Days

*Up to five days may be carried over each year with the approval of the Superintendent.*

**Essential Leave Days: 3**

- Unused personal leave days will be added, carried forward, into the next fiscal year (to a maximum accumulated number of six (6) personal leave days). Upon request, payment will be made at the rate of \$130.00 per day, at end of July for unused essential leave days. Requests for payment are made to the HR/Payroll Administrative Assistant.

**Sick Leave Days: 12**

- Sick leave with pay shall be allowed by the school board whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.
- In addition, an employee may use sick leave pursuant to M.S. 181.9413, for the illness of or injury to the employee's child (including biological, step, adopted or foster), adult child, grandchild, spouse, sibling, parent, grandparent, step-parent or spouses mother or father, or domestic partner, provided the employee has a Domestic Partnership Agreement & Affidavit form on file with the District.
- The school board may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness or injury, in order to qualify for sick leave pay. In the event a medical certificate will be required, the employee will be so advised.
- Sick leave does not apply to situations related to daycare issues or lack of childcare.
- There is no cap on the number of sick days that may be accumulated. The employee will be given the choice to be paid once annually at the rate of \$14.50 per hour for up to six (6) days of unused sick leave

beyond one hundred and forty-two (142) days of accumulation. Upon request, payment will be made at the end of July. Requests for payment are made to the HR/Payroll Administrative Assistant.

<b>Holidays:</b>	14	Independence Day	Friday before Labor Day**
		Labor Day	Friday of Teachers Convention
		Thanksgiving Day	Friday after Thanksgiving Day
		December 24 <sup>th</sup>	December 25 <sup>th</sup>
		December 31 <sup>st</sup>	January 1 <sup>st</sup>
		Easter Monday***	Presidents' Day
		Friday before Easter Sunday	Memorial Day

\*\*If Friday before Labor Day falls on a student day or a teacher work day in which your direct supervisor requests your attendance, that day may be substituted for the Thursday of Teacher's Conventions in October.

\*\*\*If school is not in session on Easter Monday, this day would be a non-work day. It is not a floating holiday.

#### **Bereavement Leave:**

- In the case of death in the immediate family (immediate family shall mean spouse, child, parent, brother, sister, aunt, uncle, mother-in-law, father-in-law, grandparents and grandchildren, stepparent, or guardian, stepchild, domestic life partner or domestic life partner's parent) up to five (5) days will be allowed per death without deduction in pay and without deduction from sick leave.
- At the discretion of the Superintendent, up to two (2) days in addition to those identified in paragraphs one and two may be granted. The additional day(s) shall be deducted from sick leave.

#### **School Closings:**

- In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but directed not to report, will be paid. If staff are directed to report, see the District's School Closing & Provisions Guidelines, located on the School District Webpage under Staff Forms.

## **Benefits**

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### **Benefit Notes:**

#### **Group Insurance**

#### **Medical/Hospitalization Insurance:**

#### **Single Coverage**

2020- 2021 & 2021-2022

- The District will contribute up to the cost of single Comp Basic towards the cost of any of the District's individual plans for all who qualify and are enrolled in the medical/hospital plan.

#### **Family Coverage**

2020-2021 - \$1,613.69

2021-2022 – Up to 73.5% of Comp Basic Family, capped at \$1,677.08

- The District will contribute towards the cost of any of the District's dependent plans for all who qualify and are enrolled in the medical hospitalization plan.
- If the employee covered by this work agreement and his/her spouse are both covered by District #200 medical insurance, the District will contribute an amount up to, or equal to, the single and dependent contributions not to exceed the total monthly cost of the least expensive dependent plan.

**Dental Insurance:**

- 2020-2021 The District will contribute \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.
- 2021-2022 The District will contribute a sum capped at \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.

**Affordable Care Act**

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

**Life Insurance:** 100%

- Toward a group term life insurance policy in the amount of \$150,000 for each who qualify, and are enrolled in the life insurance plan.

**Income Protection (LTD):** 100%

- Toward the cost of the District’s income protection plan in effect for all who qualify, and are enrolled in, the income protection plan

**Retirement**

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**Retirement Notes:**

**Retirement Plan:** PERA

**Date for 403(b) Match:** 7/1/2019

<b>403b/457 Matching Plan:</b>	<i>Beginning of School Year In District 200</i>	<i>Maximum Amount of Match Per Year</i>
	4-8 Years	2.5%
	9-13 Years	3.0%
	14+ Years	3.5%

Maximum annual match is capped at \$2,500, Maximum lifetime match is capped at \$35,000  
Determination of years is based on hire date before or after 1/1.

---

Either party may terminate this agreement upon thirty (30) calendar days written notice with or without cause.

By: \_\_\_\_\_  
Independent School District #200

By: \_\_\_\_\_  
Employee

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

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



## 2020-2022 Work Agreement

Hastings Public Schools  
Independent School District #200  
1000 11th Street West  
Hastings, MN 55033

### Rate of Pay

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**Name:** Geib, Jody  
**Grade:** 10

**Position:** Career Center Coordinator  
**Scheduled Work Days:** 184 days, 8 hours per day, 1472 hrs.

**Status:** Non-Exempt

**Hire Date:** 7/1/2020

**2020-2021 Step: 2**      **Rate of Pay:** \$24.08

**2021-2022 Step: 3**      **Rate of Pay:** \$25.35

*Hours over 40 per week will be paid at 1 1/2 times your hourly rate. Sick, essential, holiday and vacation days are included in the calculation of hours. A time sheet should be turned or an entry made in TimeClock+ for the pay period in which overtime was earned. Any additional compensation needs to be approved in advance by the Superintendent or his/her designee.*

### Leave

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#### Vacation Days: 5

*Up to five days may be carried over each year with the approval of the Superintendent.*

#### Essential Leave Days: 2

- Unused personal leave days will be added, carried forward, into the next fiscal year (to a maximum accumulated number of six (6) personal leave days). Upon request, payment will be made at the rate of \$130.00 per day, at end of July for unused essential leave days. Requests for payment are made to the HR/Payroll Administrative Assistant.

#### Sick Leave Days: 10

- Sick leave with pay shall be allowed by the school board whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.
- In addition, an employee may use sick leave pursuant to M.S. 181.9413, for the illness of or injury to the employee's child (including biological, step, adopted or foster), adult child, grandchild, spouse, sibling, parent, grandparent, step-parent or spouses mother or father, or domestic partner, provided the employee has a Domestic Partnership Agreement & Affidavit form on file with the District.
- The school board may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness or injury, in order to qualify for sick leave pay. In the event a medical certificate will be required, the employee will be so advised.
- Sick leave does not apply to situations related to daycare issues or lack of childcare.
- There is no cap on the number of sick days that may be accumulated. The employee will be given the choice to be paid once annually at the rate of \$14.50 per hour for up to six (6) days of unused sick leave beyond one hundred and forty-two (142) days of accumulation. Upon request, payment will be made at the end of July. Requests for payment are made to the HR/Payroll Administrative Assistant.

**Holidays: 10**

1. Labor Day
2. Thanksgiving Day
3. December 24<sup>th</sup>
4. December 25<sup>th</sup>
5. December 31<sup>st</sup>
6. January 1<sup>st</sup>
7. Presidents' Day
8. Friday before Easter Sunday
9. Easter Monday\*
10. Memorial Day

\*If school is not in session on Easter Monday, this day would be a non-work day. It is not a floating holiday.

**Bereavement Leave:**

- In the case of death in the immediate family (immediate family shall mean spouse, child, parent, brother, sister, aunt, uncle, mother-in-law, father-in-law, grandparents and grandchildren, stepparent or guardian, stepchild, domestic life partner or domestic life partner's parent) up to five (5) days will be allowed per death without deduction in pay and without deduction from sick leave.
- At the discretion of the Superintendent, up to two (2) days in addition to those identified in paragraphs one and two may be granted. The additional day(s) shall be deducted from sick leave.

**School Closings:**

- In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but directed not to report, will be paid. If staff are directed to report, see the District's School Closing & Provisions Guidelines, located on the School District Webpage under Staff Forms.

**Benefits**

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**\*Benefit Notes: All Health and Dental Benefits prorated @ .85%**

**Group Insurance**

**Medical/Hospitalization Insurance:**

**Single Coverage**

2020-2021 & 2021-2022

- The District will contribute up to the cost of single Comp Basic towards the cost of any of the District's individual plans for all who qualify and are enrolled in the medical/hospital plan.

**Family Coverage**

2020-2021 - \$1,613.69

2021-2022 - Up to 73.5% of Comp Basic Family, capped at \$1,677.08

- The District will contribute towards the cost of any of the District's dependent plans for all who qualify and are enrolled in the medical hospitalization plan.
- If the employee covered by this work agreement and his/her spouse are both covered by District #200 medical insurance, the District will contribute an amount up to, or equal to, the single and dependent contributions not to exceed the total monthly cost of the least expensive dependent plan.

**Dental Insurance:**

- 2020-2021 The District will contribute \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.
- 2021-2022 The District will contribute a sum capped at \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.

**Affordable Care Act**

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

**Life Insurance:** 100%

- Toward a group term life insurance policy in the amount of \$150,000 for each who qualify, and are enrolled in the life insurance plan.

**Income Protection (LTD):** 100%

- Toward the cost of the District’s income protection plan in effect for all who qualify, and are enrolled in, the income protection plan

**Retirement**

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**Retirement Notes:** Date for 403(b): 8/7/2018

**Retirement Plan:** PERA

<b>403b/457 Matching Plan:</b>	<i>Beginning of School Year In District 200</i>	<i>Maximum Amount of Match Per Year</i>
	4-8 Years	2.5%
	9-13 Years	3.0%
	14+ Years	3.5%

Maximum annual match is capped at \$2,500; Maximum lifetime match is capped at \$35,000  
Determination of years is based on hire date before or after 1/1.

---

Either party may terminate this agreement upon thirty (30) calendar days written notice with or without cause.

By: \_\_\_\_\_  
Independent School District #200

By: \_\_\_\_\_  
Employee

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

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



## 2020-2022 Work Agreement

Hastings Public Schools  
Independent School District #200  
1000 11th Street West  
Hastings, MN 55033

### Rate of Pay

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**Name:** Lewis, Danelle

**Position:** Special Ed 3rd Party Billing Specialist

**Grade:** 9

**Scheduled Work Days:** 12 months, 8 hours per day

**Status:** Non-Exempt

**Hire Date:** 7/1/2020

**2020-2021 Step: 4**      **Rate of Pay:** \$ 23.20

**2021-2022 Step: 5**      **Rate of Pay:** \$ 24.37

*Hours over 40 per week will be paid at 1 1/2 times your hourly rate. Sick, essential, holiday and vacation days are included in the calculation of hours. A time sheet should be turned or an entry made in TimeClock+ for the pay period in which overtime was earned. Any additional compensation needs to be approved in advance by the Superintendent or his/her designee.*

### Leave

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**Date for Vacation:** 12/7/2015

**Starting Year 1-4:** 10 Days    **Year 5-9:** 15: Days    **Year 10- 14:** 20 Days    **Years 15+:** 25 Days

**Vacation Days:**

Year: 6: 15 Days

Year: 7: 15 Days

*Up to five days may be carried over each year with the approval of the Superintendent.*

**Essential Leave Days: 3**

- Unused personal leave days will be added, carried forward, into the next fiscal year (to a maximum accumulated number of six (6) personal leave days). Upon request, payment will be made at the rate of \$130.00 per day, at end of July for unused essential leave days. Requests for payment are made to the HR/Payroll Administrative Assistant.

**Sick Leave Days: 12**

- Sick leave with pay shall be allowed by the school board whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.
- In addition, an employee may use sick leave pursuant to M.S. 181.9413, for the illness of or injury to the employee's child (including biological, step, adopted or foster), adult child, grandchild, spouse, sibling, parent, grandparent, step-parent or spouses mother or father, or domestic partner, provided the employee has a Domestic Partnership Agreement & Affidavit form on file with the District.
- The school board may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness or injury, in order to qualify for sick leave pay. In the event a medical certificate will be required, the employee will be so advised.
- Sick leave does not apply to situations related to daycare issues or lack of childcare.
- There is no cap on the number of sick days that may be accumulated. The employee will be given the choice to be paid once annually at the rate of \$14.50 per hour for up to six (6) days of unused sick leave

beyond one hundred and forty-two (142) days of accumulation. Upon request, payment will be made at the end of July. Requests for payment are made to the HR/Payroll Administrative Assistant.

<b>Holidays:</b>	14	Independence Day	Friday before Labor Day**
		Labor Day	Friday of Teachers Convention
		Thanksgiving Day	Friday after Thanksgiving Day
		December 24 <sup>th</sup>	December 25 <sup>th</sup>
		December 31 <sup>st</sup>	January 1 <sup>st</sup>
		Easter Monday***	Presidents' Day
		Friday before Easter Sunday	Memorial Day

\*\*If Friday before Labor Day falls on a student day or a teacher work day in which your direct supervisor requests your attendance, that day may be substituted for the Thursday of Teacher's Conventions in October.

\*\*\*If school is not in session on Easter Monday, this day would be a non-work day. It is not a floating holiday.

#### **Bereavement Leave:**

- In the case of death in the immediate family (immediate family shall mean spouse, child, parent, brother, sister, aunt, uncle, mother-in-law, father-in-law, grandparents and grandchildren, stepparent, or guardian, stepchild, domestic life partner or domestic life partner's parent) up to five (5) days will be allowed per death without deduction in pay and without deduction from sick leave.
- At the discretion of the Superintendent, up to two (2) days in addition to those identified in paragraphs one and two may be granted. The additional day(s) shall be deducted from sick leave.

#### **School Closings:**

- In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but directed not to report, will be paid. If staff are directed to report, see the District's School Closing & Provisions Guidelines, located on the School District Webpage under Staff Forms.

## **Benefits**

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### **Benefit Notes:**

#### **Group Insurance**

#### **Medical/Hospitalization Insurance:**

#### **Single Coverage**

2020- 2021 & 2021-2022

- The District will contribute up to the cost of single Comp Basic towards the cost of any of the District's individual plans for all who qualify and are enrolled in the medical/hospital plan.

#### **Family Coverage**

2020-2021 - \$1,613.69

2021-2022 – Up to 73.5% of Comp Basic Family, capped at \$1,677.08

- The District will contribute towards the cost of any of the District's dependent plans for all who qualify and are enrolled in the medical hospitalization plan.
- If the employee covered by this work agreement and his/her spouse are both covered by District #200 medical insurance, the District will contribute an amount up to, or equal to, the single and dependent contributions not to exceed the total monthly cost of the least expensive dependent plan.

**Dental Insurance:**

- 2020-2021 The District will contribute \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.
- 2021-2022 The District will contribute a sum capped at \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.

**Affordable Care Act**

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

**Life Insurance:** 100%

- Toward a group term life insurance policy in the amount of \$150,000 for each who qualify, and are enrolled in the life insurance plan.

**Income Protection (LTD):** 100%

- Toward the cost of the District’s income protection plan in effect for all who qualify, and are enrolled in, the income protection plan

**Retirement**

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**Retirement Notes:**

**Retirement Plan:** PERA

**Date for 403(b) Match:** 12/7/2015

<b>403b/457 Matching Plan:</b>	<i>Beginning of School Year In District 200</i>	<i>Maximum Amount of Match Per Year</i>
	4-8 Years	2.5%
	9-13 Years	3.0%
	14+ Years	3.5%

Maximum annual match is capped at \$2,500, Maximum lifetime match is capped at \$35,000  
Determination of years is based on hire date before or after 1/1.

---

Either party may terminate this agreement upon thirty (30) calendar days written notice with or without cause.

By: \_\_\_\_\_  
Independent School District #200

By: \_\_\_\_\_  
Employee

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

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



## 2020-2022 Work Agreement

Hastings Public Schools  
Independent School District #200  
1000 11th Street West  
Hastings, MN 55033

### Rate of Pay

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**Name:** Likes, Casey  
**Grade:** 6  
**Status:** Non-Exempt

**Position:** Accounts Payable/Receivable Clerk  
**Scheduled Work Days:** 12 month, 8 hours per day  
**Hire Date:** 1/8/2020

**2020-2021 Step: 2**      **Rate of Pay:** \$ 17.04  
**2021-2022 Step: 3**      **Rate of Pay:** \$ 17.84

*Hours over 40 per week will be paid at 1 1/2 times your hourly rate. Sick, essential, holiday and vacation days are included in the calculation of hours. A time sheet should be turned or an entry made in TimeClock+ for the pay period in which overtime was earned. Any additional compensation needs to be approved in advance by the Superintendent or his/her designee.*

### Leave

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**Date for Vacation:** 7/1/2018

**Starting Year 1-4:** 10 Days    **Year 5-9:** 15: Days    **Year 10- 14:** 20 Days    **Years 15+:** 25 Days

**Vacation Days:**

Year: 3: 10 Days  
Year: 4: 10 Days

*Up to five days may be carried over each year with the approval of the Superintendent.*

**Essential Leave Days: 3**

- Unused personal leave days will be added, carried forward, into the next fiscal year (to a maximum accumulated number of six (6) personal leave days). Upon request, payment will be made at the rate of \$130.00 per day, at end of July for unused essential leave days. Requests for payment are made to the HR/Payroll Administrative Assistant.

**Sick Leave Days: 12**

- Sick leave with pay shall be allowed by the school board whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.
- In addition, an employee may use sick leave pursuant to M.S. 181.9413, for the illness of or injury to the employee's child (including biological, step, adopted or foster), adult child, grandchild, spouse, sibling, parent, grandparent, step-parent or spouses mother or father, or domestic partner, provided the employee has a Domestic Partnership Agreement & Affidavit form on file with the District.
- The school board may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness or injury, in order to qualify for sick leave pay. In the event a medical certificate will be required, the employee will be so advised.
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beyond one hundred and forty-two (142) days of accumulation. Upon request, payment will be made at the end of July. Requests for payment are made to the HR/Payroll Administrative Assistant.

<b>Holidays:</b>	14	Independence Day	Friday before Labor Day**
		Labor Day	Friday of Teachers Convention
		Thanksgiving Day	Friday after Thanksgiving Day
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		December 31 <sup>st</sup>	January 1 <sup>st</sup>
		Easter Monday***	Presidents' Day
		Friday before Easter Sunday	Memorial Day

\*\*If Friday before Labor Day falls on a student day or a teacher work day in which your direct supervisor requests your attendance, that day may be substituted for the Thursday of Teacher's Conventions in October.

\*\*\*If school is not in session on Easter Monday, this day would be a non-work day. It is not a floating holiday.

#### **Bereavement Leave:**

- In the case of death in the immediate family (immediate family shall mean spouse, child, parent, brother, sister, aunt, uncle, mother-in-law, father-in-law, grandparents and grandchildren, stepparent, or guardian, stepchild, domestic life partner or domestic life partner's parent) up to five (5) days will be allowed per death without deduction in pay and without deduction from sick leave.
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- In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but directed not to report, will be paid. If staff are directed to report, see the District's School Closing & Provisions Guidelines, located on the School District Webpage under Staff Forms.

## **Benefits**

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### **Benefit Notes:**

#### **Group Insurance**

#### **Medical/Hospitalization Insurance:**

#### **Single Coverage**

2020- 2021 & 2021-2022

- The District will contribute up to the cost of single Comp Basic towards the cost of any of the District's individual plans for all who qualify and are enrolled in the medical/hospital plan.

#### **Family Coverage**

2020-2021 - \$1,613.69

2021-2022 – Up to 73.5% of Comp Basic Family, capped at \$1,677.08

- The District will contribute towards the cost of any of the District's dependent plans for all who qualify and are enrolled in the medical hospitalization plan.
- If the employee covered by this work agreement and his/her spouse are both covered by District #200 medical insurance, the District will contribute an amount up to, or equal to, the single and dependent contributions not to exceed the total monthly cost of the least expensive dependent plan.

**Dental Insurance:**

- 2020-2021 The District will contribute \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.
- 2021-2022 The District will contribute a sum capped at \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.

**Affordable Care Act**

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

**Life Insurance:** 100%

- Toward a group term life insurance policy in the amount of \$150,000 for each who qualify, and are enrolled in the life insurance plan.

**Income Protection (LTD):** 100%

- Toward the cost of the District’s income protection plan in effect for all who qualify, and are enrolled in, the income protection plan

**Retirement**

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**Retirement Notes:**

**Retirement Plan:** PERA

**Date for 403(b) Match:** 7/1/2018

<b>403b/457 Matching Plan:</b>	<i>Beginning of School Year In District 200</i>	<i>Maximum Amount of Match Per Year</i>
	4-8 Years	2.5%
	9-13 Years	3.0%
	14+ Years	3.5%

Maximum annual match is capped at \$2,500, Maximum lifetime match is capped at \$35,000  
Determination of years is based on hire date before or after 1/1.

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Either party may terminate this agreement upon thirty (30) calendar days written notice with or without cause.

By: \_\_\_\_\_  
Independent School District #200

By: \_\_\_\_\_  
Employee

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

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



## 2020-2022 Work Agreement

Hastings Public Schools  
Independent School District #200  
1000 11th Street West  
Hastings, MN 55033

### Rate of Pay

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**Name:** Nelson, Kim  
**Grade:** 9  
**Status:** Non-Exempt

**Position:** Accounting Specialist  
**Scheduled Work Days:** 12 month, 8 hours per day  
**Hire Date:** 8/2/2011

**2020-2021 Step: 2**      **Rate of Pay:** \$ 22.05  
**2021-2022 Step: 3**      **Rate of Pay:** \$ 23.22

*Hours over 40 per week will be paid at 1 1/2 times your hourly rate. Sick, essential, holiday and vacation days are included in the calculation of hours. A time sheet should be turned or an entry made in TimeClock+ for the pay period in which overtime was earned. Any additional compensation needs to be approved in advance by the Superintendent or his/her designee.*

### Leave

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**Date for Vacation:** 7/1/2010

**Starting Year 1-4:** 10 Days    **Year 5-9:** 15: Days    **Year 10- 14:** 20 Days    **Years 15+:** 25 Days

**Vacation Days:**

Year: 11: 20 Days  
Year: 12: 20 Days

*Up to five days may be carried over each year with the approval of the Superintendent.*

**Essential Leave Days: 3**

- Unused personal leave days will be added, carried forward, into the next fiscal year (to a maximum accumulated number of six (6) personal leave days). Upon request, payment will be made at the rate of \$130.00 per day, at end of July for unused essential leave days. Requests for payment are made to the HR/Payroll Administrative Assistant.

**Sick Leave Days: 12**

- Sick leave with pay shall be allowed by the school board whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.
- In addition, an employee may use sick leave pursuant to M.S. 181.9413, for the illness of or injury to the employee's child (including biological, step, adopted or foster), adult child, grandchild, spouse, sibling, parent, grandparent, step-parent or spouses mother or father, or domestic partner, provided the employee has a Domestic Partnership Agreement & Affidavit form on file with the District.
- The school board may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness or injury, in order to qualify for sick leave pay. In the event a medical certificate will be required, the employee will be so advised.
- Sick leave does not apply to situations related to daycare issues or lack of childcare.
- There is no cap on the number of sick days that may be accumulated. The employee will be given the choice to be paid once annually at the rate of \$14.50 per hour for up to six (6) days of unused sick leave

beyond one hundred and forty-two (142) days of accumulation. Upon request, payment will be made at the end of July. Requests for payment are made to the HR/Payroll Administrative Assistant.

<b>Holidays:</b>	14	Independence Day	Friday before Labor Day**
		Labor Day	Friday of Teachers Convention
		Thanksgiving Day	Friday after Thanksgiving Day
		December 24 <sup>th</sup>	December 25 <sup>th</sup>
		December 31 <sup>st</sup>	January 1 <sup>st</sup>
		Easter Monday***	Presidents' Day
		Friday before Easter Sunday	Memorial Day

\*\*If Friday before Labor Day falls on a student day or a teacher work day in which your direct supervisor requests your attendance, that day may be substituted for the Thursday of Teacher's Conventions in October.

\*\*\*If school is not in session on Easter Monday, this day would be a non-work day. It is not a floating holiday.

#### **Bereavement Leave:**

- In the case of death in the immediate family (immediate family shall mean spouse, child, parent, brother, sister, aunt, uncle, mother-in-law, father-in-law, grandparents and grandchildren, stepparent, or guardian, stepchild, domestic life partner or domestic life partner's parent) up to five (5) days will be allowed per death without deduction in pay and without deduction from sick leave.
- At the discretion of the Superintendent, up to two (2) days in addition to those identified in paragraphs one and two may be granted. The additional day(s) shall be deducted from sick leave.

#### **School Closings:**

- In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but directed not to report, will be paid. If staff are directed to report, see the District's School Closing & Provisions Guidelines, located on the School District Webpage under Staff Forms.

## **Benefits**

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### **Benefit Notes:**

#### **Group Insurance**

#### **Medical/Hospitalization Insurance:**

#### **Single Coverage**

2020- 2021 & 2021-2022

- The District will contribute up to the cost of single Comp Basic towards the cost of any of the District's individual plans for all who qualify and are enrolled in the medical/hospital plan.

#### **Family Coverage**

2020-2021 - \$1,613.69

2021-2022 – Up to 73.5% of Comp Basic Family, capped at \$1,677.08

- The District will contribute towards the cost of any of the District's dependent plans for all who qualify and are enrolled in the medical hospitalization plan.
- If the employee covered by this work agreement and his/her spouse are both covered by District #200 medical insurance, the District will contribute an amount up to, or equal to, the single and dependent contributions not to exceed the total monthly cost of the least expensive dependent plan.

**Dental Insurance:**

- 2020-2021 The District will contribute \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.
- 2021-2022 The District will contribute a sum capped at \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.

**Affordable Care Act**

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

**Life Insurance:** 100%

- Toward a group term life insurance policy in the amount of \$150,000 for each who qualify, and are enrolled in the life insurance plan.

**Income Protection (LTD):** 100%

- Toward the cost of the District’s income protection plan in effect for all who qualify, and are enrolled in, the income protection plan

**Retirement**

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**Retirement Notes:**

**Retirement Plan:** PERA

**Date for 403(b) Match:** 7/1/2010

<b>403b/457 Matching Plan:</b>	<i>Beginning of School Year In District 200</i>	<i>Maximum Amount of Match Per Year</i>
	4-8 Years	2.5%
	9-13 Years	3.0%
	14+ Years	3.5%

Maximum annual match is capped at \$2,500, Maximum lifetime match is capped at \$35,000  
Determination of years is based on hire date before or after 1/1.

---

Either party may terminate this agreement upon thirty (30) calendar days written notice with or without cause.

By: \_\_\_\_\_  
Independent School District #200

By: \_\_\_\_\_  
Employee

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

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



## 2020-2022 Work Agreement

Hastings Public Schools  
Independent School District #200  
1000 11th Street West  
Hastings, MN 55033

### Rate of Pay

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**Name:** Schaffer, Amy  
**Grade:** 9  
**Status:** Non-Exempt

**Position:** Marketing Specialist  
**Scheduled Work Days:** 12 month, 4 hours per day  
**Hire Date:** 6/3/2019

**2020-2021 Step: 2**      **Rate of Pay:** \$ 22.05  
**2021-2022 Step: 3**      **Rate of Pay:** \$ 23.22

*Hours over 40 per week will be paid at 1 1/2 times your hourly rate. Sick, essential, holiday and vacation days are included in the calculation of hours. A time sheet should be turned or an entry made in TimeClock+ for the pay period in which overtime was earned. Any additional compensation needs to be approved in advance by the Superintendent or his/her designee.*

### Leave

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**Date for Vacation:** 7/1/2019

**Starting Year 1-4:** 10 Days    **Year 5-9:** 15: Days    **Year 10- 14:** 20 Days    **Years 15+:** 25 Days

**Vacation Days:**

Year: 2: 10 Days  
Year: 3: 10 Days

*Up to five days may be carried over each year with the approval of the Superintendent.*

**Essential Leave Days: 3**

- Unused personal leave days will be added, carried forward, into the next fiscal year (to a maximum accumulated number of six (6) personal leave days). Upon request, payment will be made at the rate of \$130.00 per day, at end of July for unused essential leave days. Requests for payment are made to the HR/Payroll Administrative Assistant.

**Sick Leave Days: 12**

- Sick leave with pay shall be allowed by the school board whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.
- In addition, an employee may use sick leave pursuant to M.S. 181.9413, for the illness of or injury to the employee's child (including biological, step, adopted or foster), adult child, grandchild, spouse, sibling, parent, grandparent, step-parent or spouses mother or father, or domestic partner, provided the employee has a Domestic Partnership Agreement & Affidavit form on file with the District.
- The school board may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness or injury, in order to qualify for sick leave pay. In the event a medical certificate will be required, the employee will be so advised.
- Sick leave does not apply to situations related to daycare issues or lack of childcare.
- There is no cap on the number of sick days that may be accumulated. The employee will be given the choice to be paid once annually at the rate of \$14.50 per hour for up to six (6) days of unused sick leave

beyond one hundred and forty-two (142) days of accumulation. Upon request, payment will be made at the end of July. Requests for payment are made to the HR/Payroll Administrative Assistant.

<b>Holidays:</b>	14	Independence Day	Friday before Labor Day**
		Labor Day	Friday of Teachers Convention
		Thanksgiving Day	Friday after Thanksgiving Day
		December 24 <sup>th</sup>	December 25 <sup>th</sup>
		December 31 <sup>st</sup>	January 1 <sup>st</sup>
		Easter Monday***	Presidents' Day
		Friday before Easter Sunday	Memorial Day

\*\*If Friday before Labor Day falls on a student day or a teacher work day in which your direct supervisor requests your attendance, that day may be substituted for the Thursday of Teacher's Conventions in October.

\*\*\*If school is not in session on Easter Monday, this day would be a non-work day. It is not a floating holiday.

#### **Bereavement Leave:**

- In the case of death in the immediate family (immediate family shall mean spouse, child, parent, brother, sister, aunt, uncle, mother-in-law, father-in-law, grandparents and grandchildren, stepparent, or guardian, stepchild, domestic life partner or domestic life partner's parent) up to five (5) days will be allowed per death without deduction in pay and without deduction from sick leave.
- At the discretion of the Superintendent, up to two (2) days in addition to those identified in paragraphs one and two may be granted. The additional day(s) shall be deducted from sick leave.

#### **School Closings:**

- In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but directed not to report, will be paid. If staff are directed to report, see the District's School Closing & Provisions Guidelines, located on the School District Webpage under Staff Forms.

## **Benefits**

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**Benefit Notes:** Benefits prorated @.50

### **Group Insurance**

#### **Medical/Hospitalization Insurance:**

#### **Single Coverage**

2020- 2021 & 2021-2022

- The District will contribute up to the cost of single Comp Basic towards the cost of any of the District's individual plans for all who qualify and are enrolled in the medical/hospital plan.

#### **Family Coverage**

2020-2021 - \$1,613.69

2021-2022 – Up to 73.5% of Comp Basic Family, capped at \$1,677.08

- The District will contribute towards the cost of any of the District's dependent plans for all who qualify and are enrolled in the medical hospitalization plan.
- If the employee covered by this work agreement and his/her spouse are both covered by District #200 medical insurance, the District will contribute an amount up to, or equal to, the single and dependent contributions not to exceed the total monthly cost of the least expensive dependent plan.

**Dental Insurance:**

- 2020-2021 The District will contribute \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.
- 2021-2022 The District will contribute a sum capped at \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.

**Affordable Care Act**

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

**Life Insurance:** 100%

- Toward a group term life insurance policy in the amount of \$150,000 for each who qualify, and are enrolled in the life insurance plan.

**Income Protection (LTD):** 100%

- Toward the cost of the District’s income protection plan in effect for all who qualify, and are enrolled in, the income protection plan

**Retirement**

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**Retirement Notes:** Date for 403(b): 7/1/2019

**Retirement Plan:** PERA

**Date for 403(b) Match:** 7/1/2019

<b>403b/457 Matching Plan:</b>	<i>Beginning of School Year</i>	<i>Maximum Amount of Match</i>
	<i>In District 200</i>	<i>Per Year</i>
	4-8 Years	2.5%
	9-13 Years	3.0%
	14+ Years	3.5%

Maximum annual match is capped at \$2,500, Maximum lifetime match is capped at \$35,000  
Determination of years is based on hire date before or after 1/1.

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Either party may terminate this agreement upon thirty (30) calendar days written notice with or without cause.

By: \_\_\_\_\_  
Independent School District #200

By: \_\_\_\_\_  
Employee

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

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



## 2020-2022 Work Agreement

Hastings Public Schools  
Independent School District #200  
1000 11th Street West  
Hastings, MN 55033

### Rate of Pay

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**Name:** Schlander, Kris

**Position:** Office Specialist, Special Services

**Grade:** 9

**Scheduled Work Days:** 12 month, 8 hours per day

**Status:** Non-Exempt

**Hire Date:** 10/8/2007

**2020-2021 Step:** 10      **Rate of Pay:** \$ 26.61

**2021-2022 Step:** 11      **Rate of Pay:** \$ 27.88

*Hours over 40 per week will be paid at 1 1/2 times your hourly rate. Sick, essential, holiday and vacation days are included in the calculation of hours. A time sheet should be turned or an entry made in TimeClock+ for the pay period in which overtime was earned. Any additional compensation needs to be approved in advance by the Superintendent or his/her designee.*

### Leave

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**Date for Vacation:** 7/1/2010

**Starting Year 1-4:** 10 Days    **Year 5-9:** 15: Days    **Year 10- 14:** 20 Days    **Years 15+:** 25 Days

**Vacation Days:**

Year: 11: 20 Days

Year: 12: 20 Days

*Up to five days may be carried over each year with the approval of the Superintendent.*

**Essential Leave Days:** 3

- Unused personal leave days will be added, carried forward, into the next fiscal year (to a maximum accumulated number of six (6) personal leave days). Upon request, payment will be made at the rate of \$130.00 per day, at end of July for unused essential leave days. Requests for payment are made to the HR/Payroll Administrative Assistant.

**Sick Leave Days:** 12

- Sick leave with pay shall be allowed by the school board whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.
- In addition, an employee may use sick leave pursuant to M.S. 181.9413, for the illness of or injury to the employee's child (including biological, step, adopted or foster), adult child, grandchild, spouse, sibling, parent, grandparent, step-parent or spouses mother or father, or domestic partner, provided the employee has a Domestic Partnership Agreement & Affidavit form on file with the District.
- The school board may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness or injury, in order to qualify for sick leave pay. In the event a medical certificate will be required, the employee will be so advised.
- Sick leave does not apply to situations related to daycare issues or lack of childcare.
- There is no cap on the number of sick days that may be accumulated. The employee will be given the choice to be paid once annually at the rate of \$14.50 per hour for up to six (6) days of unused sick leave

beyond one hundred and forty-two (142) days of accumulation. Upon request, payment will be made at the end of July. Requests for payment are made to the HR/Payroll Administrative Assistant.

<b>Holidays:</b>	14	Independence Day	Friday before Labor Day**
		Labor Day	Friday of Teachers Convention
		Thanksgiving Day	Friday after Thanksgiving Day
		December 24 <sup>th</sup>	December 25 <sup>th</sup>
		December 31 <sup>st</sup>	January 1 <sup>st</sup>
		Easter Monday***	Presidents' Day
		Friday before Easter Sunday	Memorial Day

\*\*If Friday before Labor Day falls on a student day or a teacher work day in which your direct supervisor requests your attendance, that day may be substituted for the Thursday of Teacher's Conventions in October.

\*\*\*If school is not in session on Easter Monday, this day would be a non-work day. It is not a floating holiday.

#### **Bereavement Leave:**

- In the case of death in the immediate family (immediate family shall mean spouse, child, parent, brother, sister, aunt, uncle, mother-in-law, father-in-law, grandparents and grandchildren, stepparent, or guardian, stepchild, domestic life partner or domestic life partner's parent) up to five (5) days will be allowed per death without deduction in pay and without deduction from sick leave.
- At the discretion of the Superintendent, up to two (2) days in addition to those identified in paragraphs one and two may be granted. The additional day(s) shall be deducted from sick leave.

#### **School Closings:**

- In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but directed not to report, will be paid. If staff are directed to report, see the District's School Closing & Provisions Guidelines, located on the School District Webpage under Staff Forms.

## **Benefits**

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### **Benefit Notes:**

#### **Group Insurance**

#### **Medical/Hospitalization Insurance:**

#### **Single Coverage**

2020- 2021 & 2021-2022

- The District will contribute up to the cost of single Comp Basic towards the cost of any of the District's individual plans for all who qualify and are enrolled in the medical/hospital plan.

#### **Family Coverage**

2020-2021 - \$1,613.69

2021-2022 – Up to 73.5% of Comp Basic Family, capped at \$1,677.08

- The District will contribute towards the cost of any of the District's dependent plans for all who qualify and are enrolled in the medical hospitalization plan.
- If the employee covered by this work agreement and his/her spouse are both covered by District #200 medical insurance, the District will contribute an amount up to, or equal to, the single and dependent contributions not to exceed the total monthly cost of the least expensive dependent plan.

**Dental Insurance:**

- 2020-2021 The District will contribute \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.
- 2021-2022 The District will contribute a sum capped at \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.

**Affordable Care Act**

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

**Life Insurance:** 100%

- Toward a group term life insurance policy in the amount of \$150,000 for each who qualify, and are enrolled in the life insurance plan.

**Income Protection (LTD):** 100%

- Toward the cost of the District’s income protection plan in effect for all who qualify, and are enrolled in, the income protection plan

**Retirement**

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**Retirement Notes:** Grandfathered for retiree health and severance per the HESA Contract. Health capped at \$225/Single & \$350/Family per month. Hourly rate max capped at Grade 8- \$21.38. No district 403B match contribution.

**Retirement Plan:** PERA

**Date for 403(b) Match:** 7/1/2010

<b>403b/457 Matching Plan:</b>	<i>Beginning of School Year In District 200</i>	<i>Maximum Amount of Match Per Year</i>
	4-8 Years	2.5%
	9-13 Years	3.0%
	14+ Years	3.5%

Maximum annual match is capped at \$2,500, Maximum lifetime match is capped at \$35,000  
Determination of years is based on hire date before or after 1/1.

---

Either party may terminate this agreement upon thirty (30) calendar days written notice with or without cause.

By: \_\_\_\_\_  
Independent School District #200

By: \_\_\_\_\_  
Employee

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

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



## 2020-2022 Work Agreement

Hastings Public Schools  
Independent School District #200  
1000 11th Street West  
Hastings, MN 55033

### Rate of Pay

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**Name:** Seleski, Andrea

**Grade:** 8

**Status:** Non-Exempt

**Position:** Admin. Asst. Buildings & Grounds

**Scheduled Work Days:** 12 month, 8 hours per day

**Hire Date:** 9/26/2018

**2020-2021 Step: 3**      **Rate of Pay:** \$ 20.61

**2021-2022 Step: 4**      **Rate of Pay:** \$ 21.65

*Hours over 40 per week will be paid at 1 1/2 times your hourly rate. Sick, essential, holiday and vacation days are included in the calculation of hours. A time sheet should be turned or an entry made in TimeClock+ for the pay period in which overtime was earned. Any additional compensation needs to be approved in advance by the Superintendent or his/her designee.*

### Leave

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**Date for Vacation:** 9/26/2018

**Starting Year 1-4:** 10 Days    **Year 5-9:** 15: Days    **Year 10- 14:** 20 Days    **Years 15+:** 25 Days

**Vacation Days:**

Year: 3: 10 Days

Year: 4: 10 Days

*Up to five days may be carried over each year with the approval of the Superintendent.*

**Essential Leave Days: 3**

- Unused personal leave days will be added, carried forward, into the next fiscal year (to a maximum accumulated number of six (6) personal leave days). Upon request, payment will be made at the rate of \$130.00 per day, at end of July for unused essential leave days. Requests for payment are made to the HR/Payroll Administrative Assistant.

**Sick Leave Days: 12**

- Sick leave with pay shall be allowed by the school board whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.
- In addition, an employee may use sick leave pursuant to M.S. 181.9413, for the illness of or injury to the employee's child (including biological, step, adopted or foster), adult child, grandchild, spouse, sibling, parent, grandparent, step-parent or spouses mother or father, or domestic partner, provided the employee has a Domestic Partnership Agreement & Affidavit form on file with the District.
- The school board may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness or injury, in order to qualify for sick leave pay. In the event a medical certificate will be required, the employee will be so advised.
- Sick leave does not apply to situations related to daycare issues or lack of childcare.
- There is no cap on the number of sick days that may be accumulated. The employee will be given the choice to be paid once annually at the rate of \$14.50 per hour for up to six (6) days of unused sick leave

beyond one hundred and forty-two (142) days of accumulation. Upon request, payment will be made at the end of July. Requests for payment are made to the HR/Payroll Administrative Assistant.

<b>Holidays:</b>	14	Independence Day	Friday before Labor Day**
		Labor Day	Friday of Teachers Convention
		Thanksgiving Day	Friday after Thanksgiving Day
		December 24 <sup>th</sup>	December 25 <sup>th</sup>
		December 31 <sup>st</sup>	January 1 <sup>st</sup>
		Easter Monday***	Presidents' Day
		Friday before Easter Sunday	Memorial Day

\*\*If Friday before Labor Day falls on a student day or a teacher work day in which your direct supervisor requests your attendance, that day may be substituted for the Thursday of Teacher's Conventions in October.

\*\*\*If school is not in session on Easter Monday, this day would be a non-work day. It is not a floating holiday.

#### **Bereavement Leave:**

- In the case of death in the immediate family (immediate family shall mean spouse, child, parent, brother, sister, aunt, uncle, mother-in-law, father-in-law, grandparents and grandchildren, stepparent, or guardian, stepchild, domestic life partner or domestic life partner's parent) up to five (5) days will be allowed per death without deduction in pay and without deduction from sick leave.
- At the discretion of the Superintendent, up to two (2) days in addition to those identified in paragraphs one and two may be granted. The additional day(s) shall be deducted from sick leave.

#### **School Closings:**

- In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but directed not to report, will be paid. If staff are directed to report, see the District's School Closing & Provisions Guidelines, located on the School District Webpage under Staff Forms.

## **Benefits**

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### **Benefit Notes:**

#### **Group Insurance**

#### **Medical/Hospitalization Insurance:**

#### **Single Coverage**

2020- 2021 & 2021-2022

- The District will contribute up to the cost of single Comp Basic towards the cost of any of the District's individual plans for all who qualify and are enrolled in the medical/hospital plan.

#### **Family Coverage**

2020-2021 - \$1,613.69

2021-2022 – Up to 73.5% of Comp Basic Family, capped at \$1,677.08

- The District will contribute towards the cost of any of the District's dependent plans for all who qualify and are enrolled in the medical hospitalization plan.
- If the employee covered by this work agreement and his/her spouse are both covered by District #200 medical insurance, the District will contribute an amount up to, or equal to, the single and dependent contributions not to exceed the total monthly cost of the least expensive dependent plan.

**Dental Insurance:**

- 2020-2021 The District will contribute \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.
- 2021-2022 The District will contribute a sum capped at \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.

**Affordable Care Act**

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

**Life Insurance:** 100%

- Toward a group term life insurance policy in the amount of \$150,000 for each who qualify, and are enrolled in the life insurance plan.

**Income Protection (LTD):** 100%

- Toward the cost of the District’s income protection plan in effect for all who qualify, and are enrolled in, the income protection plan

**Retirement**

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**Retirement Notes:**

**Retirement Plan:** PERA

**Date for 403(b) Match:** 9/26/2018

<b>403b/457 Matching Plan:</b>	<i>Beginning of School Year In District 200</i>	<i>Maximum Amount of Match Per Year</i>
	4-8 Years	2.5%
	9-13 Years	3.0%
	14+ Years	3.5%

Maximum annual match is capped at \$2,500, Maximum lifetime match is capped at \$35,000  
Determination of years is based on hire date before or after 1/1.

---

Either party may terminate this agreement upon thirty (30) calendar days written notice with or without cause.

By: \_\_\_\_\_  
Independent School District #200

By: \_\_\_\_\_  
Employee

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

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



## 2020-2022 Work Agreement

Hastings Public Schools  
Independent School District #200  
1000 11th Street West  
Hastings, MN 55033

### Rate of Pay

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**Name:** Wood, Tonia  
**Grade:** 8  
**Status:** Non-Exempt

**Position:** Admin. Asst. HR/PR/Benefits  
**Scheduled Work Days:** 12 month, 8 hours per day  
**Hire Date:** 7/21/2016

**2020-2021 Step: 5**      **Rate of Pay:** \$ 21.64  
**2021-2022 Step: 6**      **Rate of Pay:** \$ 22.69

*Hours over 40 per week will be paid at 1 1/2 times your hourly rate. Sick, essential, holiday and vacation days are included in the calculation of hours. A time sheet should be turned or an entry made in TimeClock+ for the pay period in which overtime was earned. Any additional compensation needs to be approved in advance by the Superintendent or his/her designee.*

### Leave

---

**Date for Vacation:** 7/1/2016

**Starting Year 1-4:** 10 Days    **Year 5-9:** 15: Days    **Year 10- 14:** 20 Days    **Years 15+:** 25 Days

**Vacation Days:**

Year: 5: 15 Days  
Year: 6: 15 Days

*Up to five days may be carried over each year with the approval of the Superintendent.*

**Essential Leave Days: 3**

- Unused personal leave days will be added, carried forward, into the next fiscal year (to a maximum accumulated number of six (6) personal leave days). Upon request, payment will be made at the rate of \$130.00 per day, at end of July for unused essential leave days. Requests for payment are made to the HR/Payroll Administrative Assistant.

**Sick Leave Days: 12**

- Sick leave with pay shall be allowed by the school board whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.
- In addition, an employee may use sick leave pursuant to M.S. 181.9413, for the illness of or injury to the employee's child (including biological, step, adopted or foster), adult child, grandchild, spouse, sibling, parent, grandparent, step-parent or spouses mother or father, or domestic partner, provided the employee has a Domestic Partnership Agreement & Affidavit form on file with the District.
- The school board may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness or injury, in order to qualify for sick leave pay. In the event a medical certificate will be required, the employee will be so advised.
- Sick leave does not apply to situations related to daycare issues or lack of childcare.
- There is no cap on the number of sick days that may be accumulated. The employee will be given the choice to be paid once annually at the rate of \$14.50 per hour for up to six (6) days of unused sick leave

beyond one hundred and forty-two (142) days of accumulation. Upon request, payment will be made at the end of July. Requests for payment are made to the HR/Payroll Administrative Assistant.

<b>Holidays:</b>	14	Independence Day	Friday before Labor Day**
		Labor Day	Friday of Teachers Convention
		Thanksgiving Day	Friday after Thanksgiving Day
		December 24 <sup>th</sup>	December 25 <sup>th</sup>
		December 31 <sup>st</sup>	January 1 <sup>st</sup>
		Easter Monday***	Presidents' Day
		Friday before Easter Sunday	Memorial Day

\*\*If Friday before Labor Day falls on a student day or a teacher work day in which your direct supervisor requests your attendance, that day may be substituted for the Thursday of Teacher's Conventions in October.

\*\*\*If school is not in session on Easter Monday, this day would be a non-work day. It is not a floating holiday.

#### **Bereavement Leave:**

- In the case of death in the immediate family (immediate family shall mean spouse, child, parent, brother, sister, aunt, uncle, mother-in-law, father-in-law, grandparents and grandchildren, stepparent, or guardian, stepchild, domestic life partner or domestic life partner's parent) up to five (5) days will be allowed per death without deduction in pay and without deduction from sick leave.
- At the discretion of the Superintendent, up to two (2) days in addition to those identified in paragraphs one and two may be granted. The additional day(s) shall be deducted from sick leave.

#### **School Closings:**

- In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but directed not to report, will be paid. If staff are directed to report, see the District's School Closing & Provisions Guidelines, located on the School District Webpage under Staff Forms.

## **Benefits**

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### **Benefit Notes:**

#### **Group Insurance**

#### **Medical/Hospitalization Insurance:**

#### **Single Coverage**

2020- 2021 & 2021-2022

- The District will contribute up to the cost of single Comp Basic towards the cost of any of the District's individual plans for all who qualify and are enrolled in the medical/hospital plan.

#### **Family Coverage**

2020-2021 - \$1,613.69

2021-2022 – Up to 73.5% of Comp Basic Family, capped at \$1,677.08

- The District will contribute towards the cost of any of the District's dependent plans for all who qualify and are enrolled in the medical hospitalization plan.
- If the employee covered by this work agreement and his/her spouse are both covered by District #200 medical insurance, the District will contribute an amount up to, or equal to, the single and dependent contributions not to exceed the total monthly cost of the least expensive dependent plan.

**Dental Insurance:**

- 2020-2021 The District will contribute \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.
- 2021-2022 The District will contribute a sum capped at \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.

**Affordable Care Act**

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

**Life Insurance:** 100%

- Toward a group term life insurance policy in the amount of \$150,000 for each who qualify, and are enrolled in the life insurance plan.

**Income Protection (LTD):** 100%

- Toward the cost of the District’s income protection plan in effect for all who qualify, and are enrolled in, the income protection plan

**Retirement**

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**Retirement Notes:**

**Retirement Plan:** PERA

**Date for 403(b) Match:** 7/1/2016

<b>403b/457 Matching Plan:</b>	<i>Beginning of School Year In District 200</i>	<i>Maximum Amount of Match Per Year</i>
	4-8 Years	2.5%
	9-13 Years	3.0%
	14+ Years	3.5%

Maximum annual match is capped at \$2,500, Maximum lifetime match is capped at \$35,000  
Determination of years is based on hire date before or after 1/1.

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Either party may terminate this agreement upon thirty (30) calendar days written notice with or without cause.

By: \_\_\_\_\_  
Independent School District #200

By: \_\_\_\_\_  
Employee

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

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



## 2020-2022 Work Agreement

Hastings Public Schools  
Independent School District #200  
1000 11th Street West  
Hastings, MN 55033

### Rate of Pay

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**Name:** Yanz, Steve

**Position:** Grounds Supervisor

**Grade:** 10

**Scheduled Work Days:** 12 month, Full Time

**Status:** Exempt

**Hire Date:** 10/19/1987

**2020-2021 Step:**       **Rate of Pay:** \$ 67,891.00

**2021-2022 Step:**       **Rate of Pay:** \$ 69,513.60

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

### Leave

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**Date for Vacation:** 7/1/1987

**Starting Year 1-4:** 10 Days   **Year 5-9:** 15: Days   **Year 10- 14:** 20 Days   **Years 15+:** 25 Days

**Vacation Days:**

Year: 34: Grandfathered at 30 Days

Year: 35: Grandfathered at 30 Days

*Up to five days may be carried over each year with the approval of the Superintendent.*

**Essential Leave Days:** 3

- Unused personal leave days will be added, carried forward, into the next fiscal year (to a maximum accumulated number of six (6) personal leave days). Upon request, payment will be made at the rate of \$130.00 per day, at end of July for unused essential leave days. Requests for payment are made to the HR/Payroll Administrative Assistant.

**Sick Leave Days:** 12

- Sick leave with pay shall be allowed by the school board whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days.
- In addition, an employee may use sick leave pursuant to M.S. 181.9413, for the illness of or injury to the employee's child (including biological, step, adopted or foster), adult child, grandchild, spouse, sibling, parent, grandparent, step-parent or spouses mother or father, or domestic partner, provided the employee has a Domestic Partnership Agreement & Affidavit form on file with the District.
- The school board may require an employee to furnish a medical certificate from a qualified physician as evidence of illness, indicating such absence was due to illness or injury, in order to qualify for sick leave pay. In the event a medical certificate will be required, the employee will be so advised.
- Sick leave does not apply to situations related to daycare issues or lack of childcare.
- There is no cap on the number of sick days that may be accumulated. The employee will be given the choice to be paid once annually at the rate of \$14.50 per hour for up to six (6) days of unused sick leave

beyond one hundred and forty-two (142) days of accumulation. Upon request, payment will be made at the end of July. Requests for payment are made to the HR/Payroll Administrative Assistant.

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		Easter Monday***	Presidents' Day
		Friday before Easter Sunday	Memorial Day

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#### **Bereavement Leave:**

- In the case of death in the immediate family (immediate family shall mean spouse, child, parent, brother, sister, aunt, uncle, mother-in-law, father-in-law, grandparents and grandchildren, stepparent, or guardian, stepchild, domestic life partner or domestic life partner's parent) up to five (5) days will be allowed per death without deduction in pay and without deduction from sick leave.
- At the discretion of the Superintendent, up to two (2) days in addition to those identified in paragraphs one and two may be granted. The additional day(s) shall be deducted from sick leave.

#### **School Closings:**

- In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work, but directed not to report, will be paid. If staff are directed to report, see the District's School Closing & Provisions Guidelines, located on the School District Webpage under Staff Forms.

## **Benefits**

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**Benefit Notes:** Dental grandfathered @ \$98.71 per month

### **Group Insurance**

#### **Medical/Hospitalization Insurance:**

#### **Single Coverage**

2020- 2021 & 2021-2022

- The District will contribute up to the cost of single Comp Basic towards the cost of any of the District's individual plans for all who qualify and are enrolled in the medical/hospital plan.

#### **Family Coverage**

2020-2021 - \$1,613.69

2021-2022 – Up to 73.5% of Comp Basic Family, capped at \$1,677.08

- The District will contribute towards the cost of any of the District's dependent plans for all who qualify and are enrolled in the medical hospitalization plan.
- If the employee covered by this work agreement and his/her spouse are both covered by District #200 medical insurance, the District will contribute an amount up to, or equal to, the single and dependent contributions not to exceed the total monthly cost of the least expensive dependent plan.

**Dental Insurance:**

- 2020-2021 The District will contribute \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.
- 2021-2022 The District will contribute a sum capped at \$81.00 per month toward the cost of the District’s composite dental plan for all who qualify and are enrolled in the dental plan.

**Affordable Care Act**

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

**Life Insurance:** 100%

- Toward a group term life insurance policy in the amount of \$150,000 for each who qualify, and are enrolled in the life insurance plan.

**Income Protection (LTD):** 100%

- Toward the cost of the District’s income protection plan in effect for all who qualify, and are enrolled in, the income protection plan

**Retirement**

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**Retirement Notes:** Grandfathered for retiree health and severance per the Custodial Contract. Health capped at \$325/Single & \$650/Family per month. Hourly rate max capped at Grade 10- \$26.69. No district 403B match contribution.

**Retirement Plan:** PERA

**Date for 403(b) Match:** 7/1/1987

<b>403b/457 Matching Plan:</b>	<i>Beginning of School Year In District 200</i>	<i>Maximum Amount of Match Per Year</i>
	4-8 Years	2.5%
	9-13 Years	3.0%
	14+ Years	3.5%

Maximum annual match is capped at \$2,500, Maximum lifetime match is capped at \$35,000  
Determination of years is based on hire date before or after 1/1.

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Either party may terminate this agreement upon thirty (30) calendar days written notice with or without cause.

By: \_\_\_\_\_  
Independent School District #200

By: \_\_\_\_\_  
Employee

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

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

**Approval of District 200 Donations  
April-June 2020**

<u>Date</u>	<u>Building</u>	<u>Description</u>	<u>Amount</u>
4/9/20	Community Ed	Disabilities Program - 1st Qtr. 2020	\$375.00
	Community Ed	Youth STEAM - 1st Qtr. 2020	\$375.00
			<hr/> \$750.00
4/16/20	High School	Ken Linde Memorial Scholarship	\$2,500.00
4/21/20	High School	Mike Kranz Memorial Scholarship	\$550.00
4/23/20	High School	High School Faculty Scholarship	\$130.00
5/7/20	High School	Mike Hovgaard Leadership Scholarship	\$1,000.00
	High School	Mike Hovgaard Leadership Scholarship	\$1,000.00
			<hr/> \$2,000.00
5/11/20	High School	Show Choir	\$97.05
5/12/20	High School	Hertogs Family Foundation Scholarship	\$7,500.00
5/12/20	High School	Camera equipment for film field outings for distance learning	\$380.31
5/12/20	High School	Loyalty Donation	\$2.00
5/12/20	High School	Community Support Campaign	\$120.00
5/26/20	High School	Basketball Uniforms	\$388.00
5/26/20	High School	High School Faculty Scholarship	\$130.00
6/2/20	Community Ed	Hastings Reads	\$3,000.00
6/4/20	High School	Penny Pettit Memorial Scholarship	\$2,000.00
6/4/20	High School	Wally Pettit Memorial Scholarship	\$2,500.00
6/11/20	High School	S. Robert Street Business Assoc Scholarship	\$1,000.00
6/16/20	District Wide	Angel Fund donation from unused lunch funds	\$347.20
6/18/20	Middle School	Change to Chill	\$1,000.00

6/23/20	High School	High School Faculty Scholarship	\$178.00
6/23/20	High School	Growing Global Readers	\$1,500.00
	High School	Public Recognition of Fine Arts	\$5,000.00
	High School	Human Performance Cardio Health Equipment	\$5,000.00
	High School	Cultivating Creative Culture	\$1,500.00
	High School	Doffing Scholarships	\$31,000.00
	STAARS	Beyond the Microwave Cooking	\$614.00
	Middle School	Global Citizens in Technology	\$14,175.00
	District Wide	Forgiveness of Unpaid Lunch Debt	\$10,000.00
			<u>\$68,789.00</u>
6/30/20	Kennedy	Memorial Interest	\$51.77
		<b>Total Fourth Quarter Donations</b>	<b><u><u>\$93,413.33</u></u></b>

**In-Kind Donations - Values are approximate per information available**

4/15/20	Food Services	845 boxes of Girl Scout cookies	\$4,225.00
4/15/20	Food Services	655 boxes of Girl Scout cookies	\$3,275.00

### Future Board Meetings

<b>Date</b>	<b>Time</b>	<b>Location</b>	<b>Description</b>
8/12/2020	6:00 PM	Zoom	Work Session
8/17/2020	4:00 PM	Zoom	Finance Committee Meeting
8/26/2020	6:00 PM	Zoom	Regular Board Meeting