

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

Wednesday, September 28, 2022  
Regular Meeting  
Middle School Media Center

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- I. **Call Meeting to Order**
  - a. Attendance
- II. **Pledge of Allegiance**
- III. **Motion to approve the agenda/table file**
  - a. Approval of the minutes from the August 24th, 2022 Regular Board Meeting and the September 19th, 2022 Special Board Meeting
- IV. **Recognition of visitors**
- V. **Announcements and Recognitions**
- VI. **Listening Session Summary**
- VII. **Reports and Discussions**
  - a. Superintendent
  - b. Building Construction Fund Project Update
  - c. ISD 917 Update
  - d. Policy Committee
  - e. Policies
    - i. First Reading
      - 1. MSBA Substantive Changes
        - i. Policy 209 - Code of Ethics
        - ii. Policy 210 Conflict of Interest
        - iii. Policy 416 - Drug and Alcohol Testing
        - iv. Policy 418 - Drug-Free Workplace/School
        - v. Policy 515 - Protection of Pupil Records
        - vi. Policy 603 - Curriculum Development
        - vii. Policy 709 - Student Transportation Safety
        - viii. Policy 721 - Uniform Grant
      - ii. Second Reading
        - 1. Policy 428 - Ethical Behavior
        - 2. Policy 429 - Conflict of Interest
        - 3. Policy 602 - Organization of School Calendar and School Day
        - 4. Policy 612 Development of Parent and Family Engagement Policies for Title I Programs
        - 5. Policy 903 - Visitors to School District Buildings and Sites
- VIII. **Action Items**
  - a. Consent Agenda
    - i. Change Orders
      - 1. Change Order No. 1 - Pine Bend Paving
      - 2. Change Order No. 1 - Park Construction Company
      - 3. Change Order No. 1 - Neo Electrical Solutions
      - 4. Change Order No. 2 - St. Paul Linoleum and Carpet Co.
      - 5. Change Order No. 2 - Derau Construction
      - 6. Change Order No. 3 - Jt Egner Construction
      - 7. Change Order No. 4 - Jt Egner Construction
    - ii. Personnel Report
    - iii. Policies for Approval

1. Policy 404 Employment Background Checks
  2. Policy 508 - ESY for Certain Students
  3. Policy 601 - School District Curriculum
  4. Policy 620 - Credit for Learning
  5. Policy 706 - Acceptance of Gifts
  6. Policy 713 - Student Activity Accounting
  7. Policy 714 - Fund Balances
- iv. SRO Contract
  - v. HHS Jazz Ensemble 1 Trip Approval
  - vi. Policy 530 Immunizations
- b. Items for Individual Action
- i. Bills Payable
  - ii. Bills Payable to Consent Agenda
  - iii. Non-Contracted Rates of Pay
  - iv. Policy 509 - Enrollment of Nonresident Student
  - v. Policy 522 - Title IX Sex Nondiscrimination
  - vi. Policy 532 - Use of Peace Officers
  - vii. Policy 613 - Graduation Requirements
  - viii. Max levy limitations
  - ix. Community Education Licensed Coordinator Contract
  - x. Requests for Future Topics
- IX. **Future Meetings**
- X. **Adjournment**

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

A Regular Meeting of the School Board of Independent School District No. 200, Hastings, Minnesota was held on Wednesday, August 24, 2022, at the Hastings Middle School Media Center.

The meeting was called to order by School Board Chairperson Brian Davis at 6:00 PM.

The following board members were present: Becky Beissel, Lisa Hedin, Carrie Tate, Stephanie Malm, and Brian Davis. Members absent: Jessica Dressely. Superintendent McDowell was also present at the meeting.

After the Pledge of Allegiance, a motion to approve the agenda was made by Stephanie Malm and seconded by Lisa Hedin. The vote was: 5 ayes, 0 nays, motion carried unanimously.

A motion to approve the meeting minutes from the July 27th, 2022 Regular Board Meeting was made by Stephanie Malm and seconded by Lisa Hedin. The vote was: 5 ayes, 0 nays, motion carried unanimously.

Chair Davis took a moment to recognize those attending the meeting in person as well as remotely. Superintendent McDowell then took time to recognize the Hastings ISD 200 Trap Team and acknowledged those individuals who went to the MN State HS Championships.

Lisa Hedin provided the Board with an update from the Board listening session.

Superintendent McDowell provided the Board with his report which included details about the summer SPARK and Camp Horizons programs, a staffing update, new teacher and workshop week, the parent “We’re Listening” session, the second annual summer staff grill out, and a thank you note to all of the janitorial staff for all the work they have done over the summer.

Jennifer Seubert, the Director of Finance and Operations, provided the Board with an update on the building construction fund.

Superintendent McDowell gave the Board an update on the Discipline Policy and procedures.

Stephanie Malm presented the Board with an update from the most recent Policy Committee meeting.

The Board had the first reading of the following policies: Policy 428 Ethical Behavior, Policy 429 Conflict of Interest, Policy 602 Organization of School Calendar and School Day, and Policy 612 Development of Parent and Family Engagement Policies for Title I Programs. There was the second reading of Policy 530 Immunizations. A motion to move Policy 530 to an action item in September was made by Stephanie Malm and seconded by Carrie Tate. The vote was: 5 ayes, 0 nays, motion carried unanimously.

A motion to approve the consent agenda was made by Stephanie Malm and seconded by Lisa Hedin. The vote was: 5 ayes, 0 nays, motion carried unanimously.

A motion to approve the bills payable was made by Carrie Tate and seconded by Lisa Hedin. The vote was: 5 ayes, 0 nays, motion carried unanimously.

A motion to approve including Other Postemployment Benefits (OPEB) in the levy limitation calculation was made by Becky Beissel and seconded by Lisa Hedin. The vote was: 5 ayes, 0 nays, motion carried unanimously.

A motion to rescind the \$300,000 technology transfer from the general fund was made by Becky Beissel and seconded by Lisa Hedin. The vote was: 5 ayes, 0 nays, motion carried unanimously.

A motion to approve the international student travel moratorium as it was written was made by Stephanie Malm and seconded by Becky Beissel. The vote was: 5 ayes, 0 nays, motion carried unanimously.

Becky Beissel introduced the following resolution:

**RESOLUTION CALLING A SPECIAL ELECTION  
TO FILL A SCHOOL BOARD VACANCY**

WHEREAS, a vacancy exists in the office of school board member with a term expiring the first Monday in January, 2026;

WHEREAS, the vacancy has occurred more than 90 days prior to the first Tuesday after the first Monday in November in the year in which the vacancy occurs;

NOW THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 200, State of Minnesota, as follows:

- (a) It is necessary to hold a special election to elect one individual to fill the vacancy in the term of School Board Member expiring the first Monday in January, 2026.
  - (b) The clerk shall include on the special election ballot the names of the individuals who file or have filed Affidavits of Candidacy during the period established for filing such affidavits, as though they had been included by name in this resolution. The clerk shall not include on the ballot the names of individuals who file timely affidavits of withdrawal in the manner specified by law.
2. The special election shall be held on Tuesday, the 8th day of November, 2022, between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m. This date is a uniform election date specified in Minnesota Statutes, Section 205A.05.

The special election will be held in conjunction with the state general election in an even-numbered year, and as such, the precincts and polling places for this special election are those polling places and precincts or parts of precincts located within the boundaries of the school district and which have been established by the cities or towns located in whole or in part within the school district.

3. The clerk is hereby authorized and directed to cause written notice of said special election to be provided to the county auditor of each county in which the school district is located, in whole or in part, at least seventy-four (74) days before the date of said special election. The notice shall include the date of said special election and the office to be voted on at said special election.

The clerk is hereby authorized and directed to cause notice of said special election to be posted at the administrative offices of the school district at least ten (10) days before the date of said election.

The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said election and to cause two sample ballots to be posted in each polling place on election day. The sample ballot shall not be printed on the same color paper as the official ballot. The sample ballot for a polling place must reflect the offices, candidates and rotation sequence on the ballot used in that polling place.

The clerk is hereby authorized and directed to cause notice of said election to be published in the official newspaper of the district, for two (2) consecutive weeks with the last publication being at least one (1) week before the date of said election.

The clerk is authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in each polling place or combined polling place on Election Day.

The notice of election so posted and published shall state each office to be filled as set forth in the form of ballot below, and shall include information concerning each established precinct and polling place.

4. The names of candidates to fill the vacancy in office who file or have filed an affidavit of candidacy within the filing period must be listed on the ballot under the separate heading "SPECIAL ELECTION FOR SCHOOL BOARD MEMBER to fill vacancy in term expiring first Monday in January, 2026". Their names must be listed as though they had been included by name in this resolution. The clerk shall not include on the ballot the names of individuals who file timely affidavits of withdrawal in the manner specified by law.
5. The name of each candidate to fill the vacancy in office at this special election shall be rotated with the names of the other candidates to fill that vacancy in office in the manner specified in Minnesota law.
6. The ballot shall be in substantially the following form, with such changes in form, color and instructions as may be necessary to accommodate an optical scan voting system.

**SPECIAL ELECTION BALLOT**

**INDEPENDENT SCHOOL DISTRICT NO. 200  
HASTINGS PUBLIC SCHOOLS**

**NOVEMBER 8, 2022**

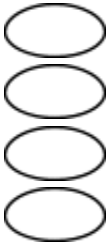
**Special Election  
for School Board Member to fill vacancy  
in term expiring January 5, 2026**

**INSTRUCTIONS TO VOTERS:**

**To vote, completely fill in the oval(s) next to your choice(s) like this:**



**Vote for One**



Name

Name

Name

\_\_\_\_\_ write-in, if any

7. The school district clerk shall make all Campaign Financial Reports required to be filed with the school district under Minnesota Statutes, Section 211A.02, available on the school district's website. The clerk must post the report on the school district's website as soon as possible, but no later than thirty (30) days after the date of the receipt of the report. The school district must make a report available on the school district's website for four years from the date the report was posted to the website. The clerk must also provide the Campaign Finance and Public Disclosure Board with a link to the section of the website where reports are made available.

The motion for the adoption of the foregoing resolution was duly seconded by

Stephanie Malm. Upon a roll call vote, the following voted in favor:

Carrie Tate, Becky Beissel, Lisa Hedin, Stephanie Malm, and Brian Davis

and the following voted against the same:

None

Board Member Jessica Dressely was absent from the vote

whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA )

)SS

COUNTY OF DAKOTA )

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 200 (Hastings Public Schools), State of Minnesota, hereby certify that the attached and foregoing is a full, true and correct transcript of the minutes of a meeting of the school board of said school district duly called and held on the date therein indicated, so far as such minutes relate to the calling of the special election to be held in conjunction with the general election to fill a school board vacancy and that the resolution included therein is a full, true and correct copy of the original thereof.

WITNESS MY HAND officially as such clerk this 24th day of August, 2022.

  
\_\_\_\_\_  
School District Clerk

A motion to approve the proposed 2022-2023 staff recognition plan as it was written was made by Stephanie Malm and seconded by Becky Beissel. The vote was: 5 ayes, 0 nays, motion carried unanimously.

A motion to approve the 2024 LTFM Ten-Year Plan was made by Stephanie Malm and seconded by Lisa Hedin. The vote was: 5 ayes, 0 nays, motion carried unanimously.

The Board moved on to requests for future topics which included the following: parameters for the 200 policy series procedures, scheduling the board retreat, moving the bills payable back to the consent agenda, deepening the board learning, the policy review cycle, defining review/revised/adopted in policies, when to consult school legal counsel vs. MSBA and the process for this, clarification on how committee members are selected for non-board committees.

With no further business to discuss, a motion to adjourn the meeting was made by Stephanie Malm and seconded by Becky Beissel. The vote was: 5 ayes, 0 nays, motion carried unanimously. The meeting was adjourned at 7:23 PM.

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

A Special Meeting of the School Board of Independent School District No. 200, Hastings, Minnesota was held on Monday, September 19, 2022. At the Hastings Middle School Media Center.

The meeting was called to order by School Board Chairperson Brian Davis at 6:00 pm.

The following board members were present: Becky Beissel, Jessica Dressely, Lisa Hedin, Carrie Tate, Stephanie Malm, and Brian Davis. Other individuals in attendance at the meeting were: Superintendent McDowell and Jennifer Seubert, Director of Finance and Operations.

The Board then recited the Pledge of Allegiance.

A motion to close the open meeting to a closed session to discuss labor negotiations strategy in accordance with Minnesota Statutes Section 13D.03 was made by Stephanie Malm and seconded by Lisa Hedin. Those in favor were: Becky Beissel, Jessica Dressely, Carrie Tate, Lisa Hedin, Stephanie Malm, and Brian Davis. Those against: None. Motion carried unanimously. The meeting was closed at 6:02 PM.

A motion to adjourn to an open meeting was made by Stephanie Malm and seconded by Lisa Hedin. Those in favor were: Becky Beissel, Jessica Dressely, Carrie Tate, Lisa Hedin, Stephanie Malm, and Brian Davis. Those against: None. Motion carried unanimously

A motion to adjourn the Special Meeting was made by Stephanie Malm and seconded by Lisa Hedin. Those in favor were: Becky Beissel, Jessica Dressely, Carrie Tate, Lisa Hedin, Stephanie Malm, and Brian Davis. Those against: None. Motion carried unanimously. The meeting was adjourned at 6:43 PM.

### Building Construction Fund Projects as of 8/31/2022

	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	468,500	246,483	246,483	30,569	(26,321)	217,770	Complete
High School & McAuliffe Parking Lot	1,516,540	1,084,851	1,084,851	116,970	22,836	291,883	Complete
High School Track Resurfacing	360,000	286,864	286,864	23,219	3,323	46,593	Complete
High School BAS Replacement	1,951,100	606,642	606,642	123,429	28,570	1,192,459	Complete
Pinecrest Partial Roof Replacement	373,000	289,800	289,800	23,757	248	59,194	Complete
McNamara Stadium Improvements	3,370,000	2,688,639	2,688,639	216,215	286,531	178,615	Complete
Pinecrest Deferred Maintenance	968,000	602,279	602,279	62,183	248	303,290	Complete
Early Childhood Improvements (High School)	445,000	275,513	275,513	28,362	1,414	139,711	Complete
District Wide Camera Project	382,000	192,975	192,975	24,421	22,175	142,429	Complete
Tilden Deferred Maintenance & Roof	828,746	691,944	691,944	49,803	29,121	57,878	Complete
Board Room Renovations	100,000	-	-	-	63,193	36,807	Complete
High School Athletic Field Parking Lot	506,000	426,038	426,038	27,646	20,549	31,766	Complete
Pinecrest Exterior Emergency Lighting	10,000	-	-	-	4,780	5,220	Complete
High School Tennis Court Replacement	542,000	495,345	495,345	34,683	34,647	(22,674)	Complete
Kennedy & McAuliffe Partial Roof Replacement	533,200	405,900	405,900	33,978	3,154	90,168	Complete
High School Lecture Hall	140,000	-	-	-	139,530	470	Complete
Replace Middle School Softball & Baseball Backstops	160,000	-	-	-	84,647	75,353	Complete
Miscellaneous Deferred Maintenance Projects <\$100,000	367,100	-	-	-	135,856	231,244	Complete
Contingency	2,007,858	-	-	-	-	2,007,858	Contingency
Reallocations from/to projects	(8,590,784)	-	-	-	-	(8,590,784)	Reallocation
Interest Earnings	-	-	-	-	-	2,180,684	Interest Earnings
<b>Subtotal</b>	<b>12,266,060</b>	<b>11,991,142</b>	<b>11,991,142</b>	<b>1,164,606</b>	<b>831,797</b>	<b>459,200</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-C-D-E	
Middle School Improvements	23,814,024	22,189,111	22,070,281	1,385,892	251,768	106,082	In Process
Water Coolers (Tilden & Middle School)	182,000	137,990	-	11,559	-	170,441	In Process
McAuliffe Deferred Maintenance & Water Coolers	336,731	281,993	267,893	12,216	42,869	13,752	In Process
Kennedy Deferred Maintenance	662,576	486,687	481,820	19,106	6,731	154,919	In Process
Middle School Partial Roof Replacement	717,200	417,000	306,850	45,778	3,533	361,039	In Process
District Office Renovations	330,000	153,305	145,640	19,086	98,904	66,370	In Process
Middle School Privacy Improvements	324,300	261,758	246,640	13,391	933	63,335	In Process
HHS Privacy Improvements	1,109,063	850,991	498,441	111,686	4,065	494,872	In Process
Door & Glass Improvements	500,000	31,450	27,978	28,052	3,000	440,971	In Process
Middle School Track	493,750	297,565	99,368	28,397	13,567	352,419	In Process
High School Lighting (split from HS Deferred Maintenance)	411,000	116,800	89,462	2,473	203	318,863	In Process
High School Parking Lot Improvement - Phase 3	324,760	142,600	-	3,824	4,654	316,282	In Process
Middle School Storage Building	687,500	415,000	-	14,348	6,171	666,982	In Process
Replace High School Carpet	612,100	371,735	353,148	39,675	16,808	202,469	In Process
District Wide Fire Alarm/Alert System Replacement	365,000	161,250	-	20,578	-	344,422	In Process
High School Fire Alarm/Alert System Replacement	435,000	355,000	-	24,718	-	410,282	In Process
High School Baseball Drainage	200,000	-	-	-	61,770	138,230	In Process
ALC Renovation	1,421,640	1,141,516	390,695	103,295	60,519	867,131	In Process
<b>Subtotal</b>	<b>32,926,644</b>	<b>27,811,750</b>	<b>24,978,214</b>	<b>1,884,074</b>	<b>575,493</b>	<b>5,488,862</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	
High School Retaining Wall	50,000	-	-	339	-	49,661	In Design
Tilden Asbestos	18,400	-	-	-	-	18,400	In Design
High School Deferred Maintenance	193,400	-	-	36,172	-	157,228	In Design
Entrance Security Improvements	385,000	-	-	-	-	385,000	In Design
Interior Locks Allowance	300,000	-	-	16,359	-	283,641	In Design

Monument Signs	200,000	-	-	-	-	200,000	In Design
<b>Subtotal</b>	<b>1,146,800</b>	-	-	<b>52,869</b>	-	<b>1,093,931</b>	

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

**Other District Projects**

	A	B	C	D	E	A-B-E	
Technology Improvements	1,900,000	-	-	na	1,504,690	395,310	Not Completed
Grounds/Site Improvements	500,000					500,000	Not Completed
Flexible Learning Furniture	600,000	-	-	na	359,653	240,347	Not Completed
Miscellaneous Deferred Maintenance Projects <\$100,000	27,800	-	-	na	-	27,800	Not Completed
<b>Subtotal</b>	<b>3,027,800</b>	-	-	-	<b>1,864,343</b>	<b>1,163,457</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>49,367,304</b>	<b>39,802,892</b>	<b>36,969,356</b>	<b>3,101,550</b>	<b>3,271,633</b>	<b>8,205,449</b>
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Complete and In Process (does not include contingency)	50,575,330
Project Total	49,367,304
%	102%

Transfers from/(to) Contingency:

- \$445,000 Early Childhood Improvements (High School)
- \$ 87,000 High School Athletic Field Parking Lot
- \$ 44,300 High School Retaining Wall
- \$113,024 Middle School Bathrooms near Auditorium
- \$300,000 Technology
- \$244,500 Water Coolers (\$50,000 Tilden, \$62,500 McAuliffe, \$132,000 Middle School)
- \$746,250 High School Privacy Improvements (Athletic Locker Rooms)
- \$160,476 Kennedy Deferred Maintenance
- \$167,131 McAuliffe Deferred Maintenance
- \$290,000 Middle School Storage Building
- \$542,000 High School Tennis Court Replacement
- \$330,000 District Office Renovations
- \$100,000 Board Room Renovations
- \$85,000 Entrance Security Improvements
- \$503,750 Additional to HHS Privacy Improvements (Bathrooms)
- \$362,500 Middle School Privacy Improvements
- \$140,000 High School Lecture Hall
- \$200,000 HHS Baseball Field Drainage
- \$493,750 Middle School Track Replacement
- \$856,563 HS Team Locker Privacy Improvements
- \$1,421,640 ALC Renovation
- \$397,500 Transferred from HHS Privacy Improvements to Middle School Storage Building
- \$160,100 Additional to Middle School Improvements
- (\$38,200) from Middle School Privacy Improvements
- (\$600,000) from High School Privacy Improvements
- (\$50,000) from High School Carpet
- \$86,000 Additional to Kennedy Deferred Maintenance
- \$400,000 Technology
- \$200,000 Monument Signs
- \$500,000 Grounds/Site Improvements
- \$300,000 Additional to Entrance Security Improvements

**September 6, 2022  
Board Notes**

The ISD 917 School Board met for a Work Session and Regular Meeting on September 6, 2022. School Board information and resources are available on our website at [https://www.isd917.org/about/school\\_board](https://www.isd917.org/about/school_board).

**Work Session**

- Policies review
- Superintendent evaluation rubric drafts review
- 2022-2024 Interpreters' Contract review
- 2022-2023 medical and dental insurance renewals discussion

**Regular Board Meeting**

- Reports:
  - Student Services
- Approved Consent Agenda:
  - Minutes from 8/2/22 Regular Board meeting
  - Personnel:
    - New Hires:
      - Effective 8/23/22:
        - Alla Boulos, English Teacher
        - Jeanne D'Aloia, Special Education Teacher
        - Angela Ridgley, Licensed School Nurse
      - Effective 8/31/22:
        - Ann Heinen, Classroom Assistant
        - Renee Hieb-Vaughn, Classroom Assistant
        - Isabella Kranz, Classroom Assistant
        - Kyle Lovin, Classroom Assistant
        - Jamie Mahowald, Classroom Assistant
        - Brittany Manton, Program Assistant
        - Anthony Quigley, Classroom Assistant
        - Danielle Radunz, Health Associate
        - Emily Ryan, Intervener Assistant
        - Lisa Schmotter, Classroom Assistant
        - Srilatha Tippaluri, Classroom Assistant
        - Casandra Wood, Classroom Assistant
      - Effective 9/1/22:
        - Eden Barry, Classroom Assistant
      - Effective 9/7/22:
        - Kimberly Landreville, Special Education Teacher
    - Rehires:
      - Kasandra Andersen, Classroom Assistant, effective 8/31/22
      - Laurel Larson, Program Assistant, effective 8/31/22
    - Change in Status:
      - None
    - Resignations & Terminations:
      - Donn Anderson, Program Assistant, effective August 12, 2022
      - Dawn Charbonneau, Classroom Assistant, effective August 24, 2022
      - Samantha Devotta, Intervener Assistant, effective August 11, 2022

- Ashley Drobney, Classroom Assistant, effective August 9, 2022
- Hannah Engel, Classroom Assistant, effective August 30, 2022
- Jessica Hansen, Program Assistant, effective August 11, 2022
- Robert Jameson, Classroom Assistant, effective August 4, 2022
- Kaitlyn Jenkins, Classroom Assistant, effective August 12, 2022
- Cora Johnson, Classroom Assistant, effective August 15, 2022
- Natallia Kastechnka, Classroom Assistant, effective August 15, 2022
- Joshua Kenow, Classroom Assistant, effective August 17, 2022
- Kearston Lazaretti, Program Assistant, effective August 30, 2022
- Charles Lindstrom, Classroom Assistant, effective August 30, 2022
- Delaney Miller, Program Assistant, effective August 15, 2022
- Kayla Nelson, Classroom Assistant, effective August 30, 2022
- Ashley Olson, Program Assistant, effective September 9, 2022
- Mariah Settell, Program Assistant, effective August 30, 2022
- Brooke Strumberger, Human Resources Assistant, effective September 2, 2022
- Jessica Vaillancourt, Classroom Assistant, effective August 16, 2022

○Policies:

▪ Final Readings:

- Policy 410 Family & Medical Leave
- Policy 413 Harassment and Violence
- Policy 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse
- Policy 415 Mandated Reporting of Maltreatment of Vulnerable Adult
- Policy 506 Student Discipline
- Policy 514 Bullying Prohibition
- Policy 522 Title IX Sex Nondiscrimination Policy, Grievance Procedure, & Process
- Policy 524 Internet Acceptable Use Safety Policy
- Policy 616 School District System Accountability
- Approved Donation Resolution: Rifton Pacer Gait Trainer (value \$3,500)
- Executive Director of Business Services Reports
- Approved Long-Term Facility Maintenance 10-Year Expenditure Application
- Reviewed Superintendent 2022-2023 Evaluation Rubric
- Approved Revised contract with ISD 192 for ECSE teacher
- Approved 2022-2024 Interpreters' Contract
- Approved 2022-2023 medical and dental insurance renewals
- Policies:

○First Readings:

- Policy 104 Mission Policy
- Policy 416 Drug and Alcohol Testing Policy
- Policy 418 Drug Free School Drug Free Workplace
- Policy 515 Protection and Privacy of Pupil Records
- Policy 709 Student Transportation
- Policy 721 Uniform Grant Guidance
- Policy 722 Public Data
- Policy 806 Crisis Management
- Updates from Member Districts



BRIDGE TO SUCCESS

# Hastings Public Schools

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

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## Policy Committee Mission

The Hastings School Board Policy Committee serves to review and revise current policies, and propose policy changes for adoption based on statute, at the direction of the School Board or administrator, and as identified for the benefit for the students and staff of ISD 200.

## Policy Committee Meeting

Time: September 26, 2022 10:00 AM Central Time (US and Canada)

Attendees: Jessica Dressely, Becky Garcia, Lisa Hedin, Stephanie Malm, Bob McDowell

## Committee Agenda

### 09.26.2022

#### **1. 600 Series Update**

**a. Policy 604, Inclusive Education Program (our current policy) MSBA 604, Instructional Curriculum:** 604 should be named Instructional Curriculum. MSBA 604 model policy is reflected in quite a few of our policies (see breakdown below). Recommend 604 paragraphs I-V, we can keep but it's not necessary and 604 paragraphs VI-XIII we should keep but move them to our Title IX policy series. Policy committee requested Ms. Larson see what other districts have done with Instructional Curriculum and tailor our policy 604 according to the needs of ISD 200, will bring this back to policy at our October 19<sup>th</sup> meeting.

Model Policy 604 duplications:

- II. Instruction- duplicative of 601.3 & 616
- III. Parental Curriculum Review- duplicate of and contradicts 603 & 616
- IV. CPR- procedural or add to 603 or 616 (Health, 10th grade)
- V. College & Career- 616
- VI. Civics Test- not recommended, civics in 601.5

**2. 616 School District System Accountability:** Strikethroughs contradict 603 III.B. There's conflicting verbiage in IV.C.2., which has been brought to MSBA's attention; recommend adopting statute verbiage. Worked language consistencies (ex: WBWF should be "Advisory), and cross referenced in definitions for policy 613 graduation requirements (paragraph III.A.) to read "semesters".

**3. 613, Graduation Requirements:** Current policy aligns with state statute 120B.024. Discussed this further in that we could just have a policy that states we will follow state statute. Would like to table this discussion further until we have a board discussion to adjust requirements. Factors include budget adjustments, future changes in legislation, and with the programmatic reviews at the HMS and HHS.

**4. 208 Development of Policies:** Recommend adding definitions as paragraph III to reflect "reviewed, revised, and adopted". These will reflect in policies effective starting with the 2023 review cycle, as they are reviewed, revised, and adopted by the board. Recommend changing the annual review requirements to reflect statute and MSBA recommendation of policies 506, Student Discipline (required), 722, Public Data Requests (required), and 806, Crisis Management Policy (recommended). Recommend striking 2<sup>nd</sup> sentence in paragraph VI.D. for clarification and simplicity.

**5. 417 Chemical Use and Abuse:** reviewed recommended changes noted to match federal and state law and to give further clarification and consistency throughout the policy. Will go to 1<sup>st</sup> Read in October.

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**6. 722 Public Data Requests:** This policy along with the MSBA readline version have been sent to our legal team for review. Further review with the committee will be done at the 10/5 or 10/19 meeting to hopefully go to 1<sup>st</sup> Read in October.

**7. August 24th Board Meeting Policy Follow-up:**

- a. **428 Ethical Behavior:** This policy is unique to Hastings School District. Therefore there is no MSBA policy to reference for legal references. There are also no legal references indicated in the policy. Can strike “legal references”.
- b. **429 Conflict of Interest:** This policy is unique to Hastings School District. Therefore there is no MSBA policy to reference for legal references. There are also no legal references indicated in the policy. Can strike “legal references”. Recommend changes to paragraph VII. VIIa&b fall under that last paragraph. Restructured paragraph (moved c to a, a to i, b to ii. changed para i wording to add clarification
- c. **612 Development of Parent and Family Engagement Policies for Title I Programs:** Recommend keeping the strikethroughs.
- d. **903 Visitors to School District Buildings and Sites:** IV4b1: verbiage consistency changes “unauthorized vehicles”.

**8. July 2022 MSBA Policy Changes:**

- Substantive Changes:
  - Ready for Board Approval (1<sup>st</sup> read is at our September board meeting):
    - 209 Code of Ethics
    - 210 Conflict of Interest
    - 416 Drug and alcohol Testing
    - 418 Drug-Free Workplace/School
    - 515 Protection of Pupil Records
    - 603 Curriculum Development
    - 709 Student Transportation Safety
    - 721 Uniform Grant
- Non-substantive Policy Updates - These changes relate to updating legal references, outdated language, reference updates, etc.
  - Ready for Board Approval
    - 404 Employment Background Checks
    - 508 ESY for Certain Students
    - 509 Enrollment of Nonresident Student
    - 522 Title IX Sex Nondiscrimination
    - 532 Use of Peace Officers
    - 601 School District Curriculum
    - 602 Organization of School Calendar
    - 613 Graduation Requirements
    - 620 Credit for Learning
    - 706 Acceptance of Gifts
    - 713 Student Activity Accounting
    - 714 Fund Balances

**9. Revision of the mission statement for Policy Committee** The Hastings School Board Policy Committee serves to review and revise current policies, and propose policy changes for adoption based on statute, at the direction of the School Board or administrator, and as identified for the benefit for the students and staff of ISD 200.

**10. Policy Committee:** September 29<sup>th</sup> meeting is cancelled. Next meetings are October 5<sup>th</sup>, October 19<sup>th</sup>, November 30<sup>th</sup> and December 1<sup>st</sup> from 4-5pm and December 15<sup>th</sup> from 3-4pm at the District Office. We will likely consolidate the November 30<sup>th</sup> and December 1<sup>st</sup> meetings into one meeting. October 5<sup>th</sup> agenda will focus on anything coming out of the September board meeting and Policy 206.

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## 209 CODE OF ETHICS

### I. PURPOSE

The purpose of this policy is to assist the individual school board member in understanding his or her role as part of a school board and in recognizing the contribution that each member must make to develop an effective and responsible school board.

### II. GENERAL STATEMENT OF POLICY

Each school board member shall follow the code of ethics stated in this policy.

#### A. AS A MEMBER OF THE SCHOOL BOARD, I WILL:

1. Attend school board meetings.
2. Come to the meetings prepared for discussion of the agenda items.
3. Listen to the opinions and views of others (including, but not limited to, other school board members, administration, staff, students, and community members).
4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.
5. Support the decision of the school board, even if my position concerning the issue was different.
6. Recognize the integrity of my predecessors and associates and appreciate their work.
7. Be primarily motivated by a desire to provide the best possible education for the students of my school district.
8. Inform myself about the proper duties and functions of a school board member.

#### B. IN PERFORMING THE PROPER FUNCTIONS OF A SCHOOL BOARD MEMBER, I WILL:

1. Focus on education policy as much as possible.
2. Remember my responsibility is to set policy – not to implement policy.
3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.
4. Recognize that my responsibility, exercised through the actions of the school board as a whole, is to see that the schools are properly run – not to run them myself.
5. Work through the superintendent – not over or around the superintendent.
6. Delegate the implementation of school board decisions to the superintendent.

C. TO MAINTAIN RELATIONS WITH OTHER MEMBERS OF THE SCHOOL BOARD, I WILL:

1. Respect the rights of others to have and express opinions.
2. Recognize that authority rests with the school board in legal session – not with the individual members of the school board except as authorized by law.
3. Make no disparaging remarks, in or out of school board meetings, about other members of the school board or their opinions.
4. Keep an open mind about how I will vote on any proposition until the board has met and fully discussed the issue.
5. Make decisions by voting in school board meetings after all sides of debatable questions have been presented.
6. Insist that committees be appointed to serve only in an advisory capacity to the school board.

D. IN MEETING MY RESPONSIBILITIES TO MY COMMUNITY, I WILL:

1. Attempt to appraise and plan for both the present and future educational needs of the school district and community.
2. Attempt to obtain adequate financial support for the school district's programs.
3. Insist that business transactions of the school district be ethical and open.

4. Strive to uphold my responsibilities and accountability to the taxpayers in my school district.

E. IN WORKING WITH THE SUPERINTENDENT OF SCHOOLS AND STAFF, I WILL:

1. Hold the superintendent responsible for the administration of the school district.
2. Give the superintendent authority commensurate with his or her responsibilities.
3. Assure that the school district will be administered by the best professional personnel available.
4. Consider the recommendation of the superintendent in hiring all employees.
5. Participate in school board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate information supporting the recommendation.
6. Insist the superintendent keep the school board adequately informed at all times.
7. Offer the superintendent counsel and advice.
8. Recognize the status of the superintendent as the chief executive officer and a non-voting, ex officio member of the school board.
9. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board for proper referral according to the chain of command.
10. Present any personal criticisms of employees to the superintendent.
11. Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.

F. IN FULFILLING MY LEGAL OBLIGATIONS AS A SCHOOL BOARD MEMBER, I WILL:

1. Comply with all federal, state, and local laws relating to my work as a school board member.

2. Comply with all school district policies as adopted by the school board.
3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over school districts.
4. Recognize that school district business may be legally transacted only in an open meeting of the school board.
5. Avoid conflicts of interest and refrain from using my school board position for personal gain.
6. Take no private action that will compromise the school board or administration.
7. Guard the confidentiality of information that is protected under applicable law.

**Legal References:** Minn. Stat. § 123B.02, Subd. 1 (~~District Powers~~ **General Powers of Independent School District**)  
Minn. Stat. § 123B.09 (~~School Districts~~ **Boards of Independent School Districts**)  
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

**Cross References:** ~~MSBA Service Manual, Chapter 1, School Board Member Code of Ethics~~

*Policy Reviewed:* 08.11.2022  
*Policy Adopted:* 02.26.2020  
*Policy Revised:*



## 210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS

### I. PURPOSE

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

### II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

### III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

- A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.
- B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:
  1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with ~~Minn. Stat. Ch.~~ Minnesota Statutes chapter 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the school board minutes ~~of the school board~~. Disclosure shall ~~must~~ be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and ~~need~~ ~~must~~ only be made once;
  2. The designation of an official newspaper, or publication of official matters

therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;

3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;
4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:
  - a. The school board shall must authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.
  - b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.
  - c. Before a claim is paid, the interested school board member shall must file with the clerk of the school board an affidavit stating:
    - (1) The name of the school board member and the office held;
    - (2) An itemization of the goods or services furnished;
    - (3) The contract price;
    - (4) The reasonable value;
    - (5) The interest of the school board member in the contract; and
    - (6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.
5. A school board member may contract with the school district to provide construction materials or services, or both, when the sealed bid process is used. When the contract comes before the school board for consideration,

the interested school board member may not vote on the contract.

6. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.

C. In the following circumstances, the school board may as an exception, by majority vote at a meeting ~~at which where~~ all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee ~~only if where~~ there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed \$208,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting ~~at which where~~ all school board members are present, that employment ~~is must be~~ immediately terminated and that school board member ~~has will have~~ no further rights to employment while serving as a school board member in the school district.

D. The school board may contract with a class of school district employees, such as teachers or custodians, ~~when where~~ the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. ~~For in order for~~ the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting ~~in which where~~ the contract is approved.

#### IV. LIMITATIONS ON RELATED EMPLOYEES

A. The school board ~~must can~~ hire or dismiss teachers only at duly called meetings. ~~When Where~~ a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.

B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

#### V. CONFLICTS PRIOR TO TAKING OFFICE

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school

board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated ¶

exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

## **VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS**

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

**Legal References:** Minn. Stat. § 122A.40, Subd. 3 (Employment; Contracts; Termination ~~Teacher Hiring, Dismissal~~)

Minn. Stat. § 123B.195 (Board Member's Right to Employment)

Minn. Stat. § 471.87 (Public Officers; Interest in Contract; Penalty)

Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)

Minn. Stat. § 471.89 (Contract, When Void)

Op. Atty. Gen. 437-A-4, March 15, 1935

Op. Atty. Gen. 90-C-5, July 30, 1940

Op. Atty. Gen. 90-A, August 14, 1957

**Cross References:** MSBA/MASA Model Policy 101 (Legal Status of the School Board)  
MSBA/MASA Model Policy 209 (Code of Ethics)

*Policy Reviewed: 08.11.2022*

*Policy Adopted: 04.22.2020*

*Policy Revised: 02.23.2022*



## 416 DRUG AND ALCOHOL TESTING

### I. PURPOSE

- A. The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.
- B. The school board believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. ~~Therefore, to~~ To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and ~~Minnesota Statutes, sections Minn. Stat. §§~~ 181.950- 181.957.

### II. GENERAL STATEMENT OF POLICY

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in ~~Minnesota Statutes, sections Minn. Stat. §§~~ 181.950-181.957.
- B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in ~~Minnesota Statutes, sections Minn. Stat. §§~~ 181.950-181.957.
- C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, ~~regardless of whether or not~~ it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs ~~that which~~ are not medically prescribed, including medical cannabis, ~~regardless of whether or not~~ it has been prescribed for the employee, is also prohibited

throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of drugs ~~that~~**which** are not medically prescribed are prohibited from entering or remaining on school district property.

- D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.
- E. Any employee who violates this section shall be subject to discipline ~~that~~**which** includes, but is not limited to, immediate suspension without pay and immediate discharge.

### **III. FEDERALLY MANDATED DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS**

#### **A. General Statement of Policy**

All persons subject to commercial driver's license requirements shall be tested for alcohol, marijuana (including medical cannabis), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP), pursuant to federal law. Drivers who test positive for alcohol or drugs shall be subject to disciplinary action, which may include termination of employment.

#### **B. Definitions**

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.
2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.
3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.

4. “Commercial Motor Vehicle” (CMV) includes a vehicle ~~that~~ ~~which~~ is designed to transport 16 or more passengers, including the driver.
5. “Designated Employer Representative” (DER) means ~~an employee authorized by the school district~~ ~~a designated school district representative~~ ~~authorized~~ to take immediate action to remove employees from safety-sensitive duties, ~~or cause employees to be removed from these covered duties,~~ and to make required decisions in the testing and evaluation process, ~~and to~~ The DER receives test results and other communications for the school district.
6. “Department of Transportation” (DOT) means United States Department of Transportation.
7. “Direct Observation” means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.
8. “Driver” is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.
9. “Evidential Breath Testing Device” (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.
10. “Licensed Medical Practitioner” means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.
11. “Medical Review Officer” (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district’s drug testing program and for evaluating medical explanations for certain drug tests.
12. “Refusal to Submit” (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver’s provision of a specimen in the case of a directly observed or

monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists; (f) fails or declines to take an additional test as directed by the school district or the collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

13. "Safety-Sensitive Functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.
14. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
15. "Stand Down" means the practice of temporarily removing an employee from performing safety-sensitive functions after based only upon a laboratory reports to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test result but before the MRO completes the verification process.
16. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.
2. The school district shall provide to each driver information **required under Title 49 of the Code of Federal Regulations, including information** concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or **controlled substance**~~drug~~ **problem (the driver's or a coworker's)**; and available methods of intervening when an alcohol or **controlled substance** ~~drug~~ **problem** is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that **the driver** ~~he or she has~~ received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.
2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

1. Alcohol Concentration. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. Drivers who test greater than 0.04 will be taken out of service and will be subject to evaluation by a professional and retesting at the driver's expense.
2. Alcohol Possession. No driver shall be on duty or operate a CMV while

the driver possesses alcohol.

3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until ~~the driver~~ ~~he or she~~ undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed ~~physician~~ ~~medical practitioner~~ who ~~is familiar with the driver's medical history~~ and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.
8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.
9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district ~~that~~ ~~which~~ ~~prohibit~~ ~~the~~ possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours

following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and ~~the policies~~ policy of the school district.

G. Prescription Drugs/Cannabinoid Products

A driver shall inform ~~the driver's his or her~~ supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry. ~~Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if a driver claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.~~

H. Testing Requirements

1. Pre-Employment Testing

- a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.
- b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
- c. ~~In order to~~ To be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.
- d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol

test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety-sensitive transportation work covered by DOT testing rules.

- e. Before employing a driver subject to controlled substances and alcohol testing, the school district must conduct a full pre-employment query of the federal Commercial Driver's License (CDL) Drug and Alcohol Clearinghouse ("Clearinghouse") to obtain information about whether the driver (1) has a verified positive, adulterated, or substituted controlled substances test result; (2) has an alcohol confirmation test with a concentration of 0.04 or higher; (3) has refused to submit to a test in violation of federal law; or (4) that an employer has reported actual knowledge that the driver used alcohol on duty, before duty, or following an accident in violation of federal law or used a controlled substance in violation of federal law. The applicant must give specific written or electronic consent for the school district to conduct the Clearinghouse full query. The school district shall retain the consent for three (3) years from the date of the query.

## 2. Post-Accident Testing

- a. As soon as practicable following an accident involving a CMV, the school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.
- b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.
- c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.
- d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.
- e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.
- f. If a post-accident alcohol test is not administered within eight (8)

hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

- g. The school district shall report drug and alcohol program violations to the Clearinghouse as required under federal law.

### 3. Random Testing

- a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.
- b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.
- c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as a random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.
- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

### 4. Reasonable Suspicion Testing

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty, ~~or~~ within four (4) hours before coming on duty, or just after the period of the work

day. The test shall be done as soon as practicable following the observation of the behavior indicative of the use of controlled substances or alcohol.

- b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.
- c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.
- d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.

6. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as

directed by the SAP for up to sixty (60) months after completing a treatment program.

7. Refusal to Submit and Attendant Consequences

- a. A driver or driver applicant may refuse to submit to drug and alcohol testing.
- b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 [United States Code section U.S.C. § 521\(b\)](#). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.
- c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.
- d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.
- e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

## I. Testing Procedures

### 1. Drug Testing

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.
- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period

of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.

- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.
- d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.
- e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.

- f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:
  - (1) The donor expressly declines the opportunity to discuss the test results;
  - (2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or
  - (3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

## 2. Alcohol Testing

- a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.
- b. Any test result less than 0.02 alcohol concentration is considered a “negative” test.
- c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor’s inability to provide a breath sample is genuine or constitutes a refusal to test.
- d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test.
- e. Alcohol tests are reported directly to the DER.

## J. Driver/Driver Applicant Rights

- 1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver’s or driver applicant’s expense, a confirming retest of the split urine

sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
  - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and the employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.
  - b. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

A testing laboratory for controlled substances certified by the Department of Health and Human Services – SAMHSA, will be used to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

All alcohol and controlled substances test results and required records of the drug and alcohol testing program are considered confidential information under federal law and private data on individuals as that phrase is defined in Minn. Stat. Ch. 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.
2. The required records shall be retained for the following minimum periods:  
  
Basic records 5 years

“Basic records” includes records of: (a) alcohol test results with concentration of 0.02 or greater; (b) verified positive drug test results; (c) refusals to submit to required tests (including substituted or adulterated drug test results); (d) SAP reports; (e) all follow-up tests and schedules for follow-up tests; (f) calibration documentation; (g) administration of the testing programs; and (h) each annual calendar year summary.

Information obtained from previous employers	3 years
<del>Alcohol and controlled substance collection procedures</del> <del>Collection records</del>	2 years
Negative and canceled <del>controlled substance</del> <del>drug</del> tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

“Education and training records” must be maintained while the individuals perform the functions which require training and for the two (2) years after ceasing to perform those functions.

### 3. Personal Information

Personal information about all individuals who undergo any required testing under this policy will be shared with the U.S. DOT Drug & Alcohol Clearinghouse (“Clearinghouse”) as required under federal law, including:

- a. The name of the person tested;
- b. Any verified positive, adulterated, or substituted drug test result;
- c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;
- d. Any refusal to submit to any test required hereunder;
- e. Any report by a supervisor of actual knowledge of use as follows
  - i. Any on-duty alcohol use;
  - ii. Any pre-duty alcohol use;
  - iii. Any alcohol use following an accident; and
  - iv. Any controlled substance use.
- f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;

- g. Any negative return-to-duty test; and
- h. Any employer's report of completion of follow-up testing.¶¶

N. Training

The school district shall ensure all persons designated to supervise drivers receive training. The designated employees shall receive at least sixty (60) minutes of training on alcohol misuse and at least sixty (60) minutes of training on controlled substances use. The training shall include physical, behavioral, speech, and performance indicators of probable misuse of alcohol and use of controlled substances. The training will be used by the supervisors to make determinations of reasonable suspicion.

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.
2. Referral, Evaluation, and Treatment
  - a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.
  - b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.
  - c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.
  - d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.
3. Disciplinary Action
  - a. Any driver who refuses to submit to post-accident, random,

reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

- b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.
- c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

The school district may request or require that drivers submit to drug and alcohol testing other than that required by federal law. For example, drivers may be requested or required to undergo drug and alcohol testing on an annual basis as part of a routine physical examination. Such additional testing of drivers will be conducted only in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections Minn. Stat. §§ 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

Q. Report to Clearinghouse

The school district shall promptly submit to the Clearinghouse any record generated of an individual who refuses to take an alcohol or controlled substance test required under Title 49, Code of Federal Regulations, tests positive for alcohol or a controlled substance in violation of federal regulations, or violates subpart B or Part 382 of Title 49, Code of Federal Regulations ( or subsequent corresponding regulations).

R. Annual Clearinghouse Query

- 1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about

the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations 382.701.

2. The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (2) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the information received pursuant to the request.
3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.
4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

#### **IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES**

The school district may request or require drug and alcohol testing for other school district personnel, i.e., employees who are not school bus drivers, or job applicants for such positions. The school district does not have a legal duty to request or require any employee or job applicant to undergo drug and alcohol testing as authorized in this policy, except for school bus drivers and other drivers of CMVs who are subject to federally mandated testing. (See Section III. of this policy.) If a school bus driver is requested or required to submit to drug or alcohol testing beyond that mandated by federal law, the provisions of Section IV. of this policy will be applicable to such testing.

A. Circumstances Under Which Drug or Alcohol Testing May Be Requested or Required:

1. General Limitations

- a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing laboratory ~~which participates in one of the programs~~ that meets one of the criteria listed in Minnesota Statutes, section ~~Minn. Stat. §~~ 181.953, subdivision ~~Subd.~~ 1.
- b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing on an arbitrary and capricious basis.

2. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered employment for that position. If a job applicant has received a job offer ~~that which~~ is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

3. Random Testing

The school district may request or require employees to undergo drug and alcohol testing on a random selection basis only if they are employed in safety-sensitive positions.

4. Reasonable Suspicion Testing

The school district may request or require any employee to undergo drug and alcohol testing if the school district has a reasonable suspicion that the employee:

- a. is under the influence of drugs or alcohol;
- b. has violated the school district's written work rules prohibiting the

use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;

- c. has sustained a personal injury, as that term is defined in [Minnesota Statutes, section Minn. Stat. § 176.011, subdivision 16](#), or has caused another employee to sustain a personal injury; or
- d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

5. Treatment Program Testing

The school district may request or require any employee to undergo drug and alcohol testing if the employee has been referred by the school district for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed chemical dependency treatment program.

6. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and alcohol testing as part of a routine physical examination provided the drug or alcohol test is requested or required no more than once annually and the employee has been given at least two weeks' written notice that a drug or alcohol test may be requested or required as part of the physical examination.

B. No Legal Duty to Test

The school district does not have a legal duty to request or require any employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing.

C. Definitions

- 1. "Drug" means a controlled substance as defined in Minnesota Statutes, including medical cannabis, regardless of enrollment in the state registry program.

2. “Drug and Alcohol Testing,” “Drug or Alcohol Testing,” and “Drug or Alcohol Test” mean analysis of a body component sample by a testing laboratory that meets one of the criteria according to the standards established under one of the programs listed in Minnesota Statutes, section ~~Minn. Stat. § 181.953, subdivision~~ ~~Subd.~~ 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
3. “Other Employees” means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver’s license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver’s license are primarily governed by the provisions of the school district’s drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver’s license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of “other employees.”
4. “Job Applicant” means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver’s license, and includes a person who has received a job offer made contingent on the person’s passing drug or alcohol testing. Job applicants for positions requiring a commercial driver’s license are governed by the provisions of the school district’s drug and alcohol testing policy relating to school bus drivers (Section III.).
5. “Positive Test Result” means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, section ~~Minn. Stat. § 181.953, subdivision~~ ~~Subd.~~ 1.
6. “Random Selection Basis” means a mechanism for selection of employees that:
  - a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and
  - b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.
7. “Reasonable Suspicion” means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

8. “Safety-~~s~~Sensitive ~~p~~Position” means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.

D. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing and Consequences of Such Refusal

1. Right of Other Employee or Job Applicant to Refuse Drug and Alcohol Testing

Any employee or job applicant whose position does not require a commercial driver’s license has the right to refuse drug and alcohol testing subject to the provisions contained in Paragraphs 2. and 3. of ~~this~~ Section IV.D.

2. Consequences of an Employee’s Refusal to Undergo Drug and Alcohol Testing

Any employee in a position that does not require a commercial driver’s license who refuses to undergo drug and alcohol testing in the circumstances set out in the Random Testing, Reasonable Suspicion Testing, and Treatment Program Testing provisions of this policy may be subject to disciplinary action, up to and including immediate discharge.

3. Consequences of a Job Applicant’s Refusal to Undergo Drug and Alcohol Testing

Any job applicant for a position which does not require a commercial driver’s license who refuses to undergo drug and alcohol testing pursuant to the Job Applicant Testing provision of this policy shall not be employed.

E. Reliability and Fairness Safeguards

1. Pretest Notice

Before requesting an employee or job applicant whose position does not require a commercial driver’s license to undergo drug or alcohol testing, the school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district’s drug and alcohol testing policy.

2. Notice of Test Results

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing an employee or job applicant who has undergone drug or alcohol testing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test.

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test.

4. Notice of and Right to Explain Positive Test Result

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide ~~him or her~~ the individual with notice of the test results and, at the same time, written notice of the right to explain the results and to submit additional information.

b. The school district may request that the employee or job applicant indicate any over-the-counter or prescription medication that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result.

c. The employee may present verification of enrollment in the medical cannabis patient registry as part of the employee's explanation.

d. Use of nonintoxicating cannabinoids or edible cannabinoid products is not a legitimate medical explanation for a confirmed positive test result for marijuana. MROs will verify a drug test confirmed as positive, even if an employee claims to have only used nonintoxicating cannabinoids or edible cannabinoid product.

e. Within three (3) working days after notice of a positive test result on a confirmatory test, an employee or job applicant may submit information (in addition to any information already submitted) to the school district to explain that result.

5. Notice of and Right to Request Confirmatory Retests

a. If an employee or job applicant has a positive test result on a

confirmatory test, the school district shall provide ~~him or her~~ the individual with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.

- b. An employee or job applicant may request a confirmatory retest of the original sample at his or her own expense after notice of a positive test result on a confirmatory test. Within five (5) working days after notice of the confirmatory test result, the employee or job applicant shall notify the school district in writing of his or her intention to obtain a confirmatory retest. Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that the employee or job applicant has requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minnesota Statutes, section ~~Minn. Stat. § 181.953, subdivision~~ ~~Subd.~~ 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee or job applicant.

6. If an employee or job applicant has a positive test result on a confirmatory test, the school district, at the time of providing notice of the test results, shall also provide written notice to inform the individual ~~him or her~~ of other rights provided under Sections F. or G., below, whichever is applicable.

Attachments E and F to this policy provide the Notices described in Paragraphs 2. through 6. of this Section E.

F. Discharge and Discipline of Employees Whose Positions Do Not Require a Commercial Driver's License

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
  - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
  - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co- employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.
5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.
6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. An employee must be given access to information in ~~the individual's his~~

~~or her~~ personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

G. Withdrawal of Job Offer for an Applicant for a Position That Does Not Require a Commercial Driver's License

If a job applicant has received a job offer made contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the case of a positive test result on a confirmatory test, the school district may withdraw the job offer.

H. Chain-of-Custody Procedures

The school district has established its own reliable chain-of-custody procedures to ensure proper record keeping, handling, labeling, and identification of the samples to be tested. The procedures require the following:

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;
2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample; A sample must be accompanied by a written chain-of-custody record; and
3. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

A laboratory may only disclose to the school district test result data regarding the presence or absence of drugs, alcohol or their metabolites in a sample tested.

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in [Minnesota Statutes](#)~~Minn. Stat.~~

~~Ch. Chapter~~ 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statutes, Chapter Minn. Stat. Ch. 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

Positive test results from the school district drug or alcohol testing program may not be used as evidence in a criminal action against the employee or job applicant tested.

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug and alcohol testing policy to all affected employees upon adoption of the policy, to a previously non-affected employee upon transfer to an affected position under the policy, and to a job applicant upon hire and before any testing of the applicant if the job offer is made contingent on the applicant's passing drug and alcohol testing. Affected employees and applicants will acknowledge receipt of this written notice in the form of Attachment G to this policy.

**V. POSTING**

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the

policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. Ch. 43A (State Personnel Management)

Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)  
Minn. Stat. § 152.01 (Definitions)  
Minn. Stat. § 152.22 (Definitions; Medical Cannabis;  
~~Definitions~~)  
Minn. Stat. § 152.23 (Limitations; Medical Cannabis;  
~~Limitations~~)  
Minn. Stat. § 152.32 (Protections for Registry Program Participation)  
Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)  
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the  
Workplace)  
Minn. Stat. § 221.031 (Motor Carrier Rules)  
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of  
1991)  
49 U.S.C. 31306a (National Clearinghouse for Controlled Substance and  
Alcohol Test Results of Commercial Motor Vehicle Operators)  
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)  
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules  
Implementing Omnibus Transportation Employee Testing Act of 1991)

***Cross-References:*** 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 417 (Chemical Use and Abuse)  
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free  
School)

*Policy Reviewed:* 08.11.2022  
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*Policy Revised:* 11.10.2020



## 418 DRUG-FREE WORKPLACE DRUG-FREE SCHOOL

### I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances, medical cannabis, ~~and nonintoxicating cannabinoids (including edible cannabinoid products), and~~ controlled substances without a physician's prescription.

### II. GENERAL STATEMENT OF POLICY

- A. Use or possession of ~~alcohol, controlled substances,~~ toxic substances, medical cannabis, ~~nonintoxicating cannabinoids (including edible cannabinoid products), and controlled substances~~ alcohol before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.
- B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, ~~controlled substances,~~ or medical cannabis, ~~nonintoxicating cannabinoids (including edible cannabinoid products), or controlled substances~~ in any school location.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

### III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage, ~~containing more than one-half of one percent alcohol by volume, malt beverage, fortified wine, or other intoxicating liquor.~~
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, ~~21 U.S.C. §~~ ~~United States Code section~~ 812, including analogues and look-alike drugs.
- C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.
- D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by any route of administration.

- E. “Medical cannabis” means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; ~~or (4) combustion with use of dried raw cannabis; or (5) any other method, excluding smoking, approved by the commissioner.~~
- F. “Possess” means to have on one’s person, in one’s effects, or in an area subject to one’s control.
- G. “School location” includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.
- H. “Toxic substances” includes glue; (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit or the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health. ~~or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.~~
- I. “Use” includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration. ¶
- J. ~~“Possess” means to have on one’s person, in one’s effects, or in an area subject to one’s control. ¶~~
- K. ~~“School location” includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business. ¶~~

#### IV. EXCEPTIONS

- A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.
- B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of ~~Minn. Stat. §~~ Minnesota Statutes section 624.701, ~~Subd.~~ subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

## V. PROCEDURES

- A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, must comply with the school district's student medication policy.
- B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.
- C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.
- D. Employees are subject to the school district's drug and alcohol testing policies and procedures.
- E. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.
- F. No person is permitted to possess or use medical cannabis on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis.
- G. Possession of alcohol on school grounds pursuant to the exceptions of ~~Minn. Stat. §~~ Minnesota Statutes section 624.701, ~~subdivision~~ subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in

writing and shall follow the school board procedures for placing an item on the agenda.

## VI. ENFORCEMENT

### A. Students

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, electronic cigarettes, and nonintoxicating cannabinoids (including edible cannabinoid products),
2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counselling service. Which may be provided by school based mental health services providers; and/or referral to law enforcement officials when appropriate.
3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.
4. ~~The student may be referred to a drug or alcohol assistance or rehabilitation program and/or to law enforcement officials when appropriate.¶~~

### B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.

4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, collective bargaining agreements, and school district policies.

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

**Legal References:** Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)  
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 151.72 (Sale of certain Cannabinoid Products)  
Minn. Stat. § 152.22, subd. 6 (~~Medical Cannabis~~; Definitions;  
Medical Cannabis)  
Minn. Stat. § 152.23 (~~Medical Cannabis~~; Limitations;  
Medical Cannabis)  
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)  
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)  
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)  
Minn. Stat. § 609.684 (~~Sale of Toxic Substances to Children~~; Abuse of  
Toxic Substances)  
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)  
20 U.S.C. § 7101-712265 (Student Support and Academic Enrichment  
Grants~~Safe and Drug-Free Schools and Communities Act~~)  
21 U.S.C. § 812 (Schedules of Controlled Substances)  
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)  
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)  
34 C.F.R. Part 84 (Government-~~W~~ide Requirements for Drug-Free  
Workplace)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal  
of School District Employees)  
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)  
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)  
MSBA/MASA Model Policy 419 (Tobacco-Free Environment;  
Possession and use of Tobacco, Tobacco-Related Devices, and  
Electronic Delivery Devices; Vaping Awareness and  
Prevention Instruction)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 516 (Student Medication)

~~Adopted: 6/19/2019~~

Policy Reviewed: 08.11.2022

Policy Adopted: 06.19.2019

*Policy Revised:*



## 515 PROTECTION AND PRIVACY OF PUPIL RECORDS

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

### III. DEFINITIONS

#### A. Authorized Representative

“Authorized representative” means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

#### B. Biometric Record

“Biometric record,” as referred to in “Personally Identifiable,” means a record of one or more measurable biological or behavioral characteristics that can be used for authorized recognition of an individual (e.g., fingerprints, retina and iris patterns, voice prints, DNA sequence, facial characteristics, and handwriting).

#### C. Dates of Attendance

“Dates of attendance,” as referred to in “Directory Information,” means the period of time during which a student attends or attended a school or schools in the

school district, including attendance in person or by paper correspondence, satellite, internet or other electronic communication technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

“Directory information” means information contained in an education record of a student which would not generally be considered harmful or an invasion of privacy if disclosed. It includes, ~~but is not limited to:~~ the student's name, address, telephone listing, electronic mail address, photograph, date and place of birth, major field of study, dates of attendance, grade level, district issued email address, student information (ID) number, user ID's or other unique personal identifiers used by a student for purposes of accessing or communicating in electronic systems or displayed on an ID badge, enrollment status (i.e., full-time or part-time), participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received, and the most recent educational agency or institution attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:

1. a student's social security number;
2. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;
3. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;
4. personally identifiable data which references religion, race, color, social position, or nationality; or
5. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

E. Education Records

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

However, these provisions shall not apply to records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student.
  - d. Records relating to an eligible student, or a student attending an institution of post-secondary education, which are:
    - (1) made or maintained by a physician, psychiatrist,

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

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

- e. Records created or received by the school district after an individual ~~that only contain information about an individual after he or she~~ is no longer a student at the school district and that are not directly related to the individual's attendance as a student.
- f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

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

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

G. Eligible Student

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

HG. Juvenile Justice System

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

**HI.** Legitimate Educational Interest

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

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

**IJ.** Parent

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

**JK.** Personally Identifiable

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

**KL.** Record

“Record” means any information or data recorded in any way including, but not

limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

**LM.** Responsible Authority

“Responsible authority” means *[designate title and actual name of individual]*.

**MN.** Student

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

**NO.** School Official

“School official” includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory,

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

**OP.** Summary Data

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

**PQ.** Other Terms and Phrases

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

#### **IV. GENERAL CLASSIFICATION**

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

valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

## V. STATEMENT OF RIGHTS

### A. Rights of Parents and Eligible Students

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

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

### B. Eligible Students

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

### C. Disabled Students

The school district shall follow 34 Code of Federal Regulations sections ~~C.F.R. §§~~ 300.610-300.617 with regard to the confidentiality of information related to students with a disability.

## **VI. DISCLOSURE OF EDUCATION RECORDS**

### **A. Consent Required for Disclosure**

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

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

6. Eligible Student Consent

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

B. Prior Consent for Disclosure Not Required

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

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;
2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:
  - a. performs an institutional service or function for which the school district would otherwise use employees;
  - b. is under the direct control of the school district with respect to the use and maintenance of education records; and
  - c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made.
3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, *20 United States Code section 7917 [insert the following if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under *Minnesota Statute section ~~Minn. Stat. §~~ 260B.171*, unless the data are required to be destroyed under *Minnesota Statute section ~~Minn. Stat. §~~ 120A.22, subdivision ~~Subd.~~ 7(c) or section ~~§~~ 121A.75*. On request, the school district will provide the parent or eligible student with a copy of the education records which have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;
4. To authorized representatives of the Comptroller General of the United

States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
  - a. determine eligibility for the aid;
  - b. determine the amount of the aid;
  - c. determine conditions for the aid; or
  - d. enforce the terms and conditions of the aid.

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

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:
  - a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system’s ability to effectively serve the student whose records are released; or
  - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system’s ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student’s full name, home address, telephone number, and date of birth; a student’s school schedule, attendance record, and photographs, if any; and parents’ names, home addresses, and telephone numbers.
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or

improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code sections ~~U.S.C. §~~ 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the

proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent

disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;

17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;
18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
  - a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;
  - b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain  
  
an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

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

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is

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

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

necessary to serve the student, to protect students and staff, or as otherwise required by law.

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

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

identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements.

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 [United States Code section U.S.C. § 5304](#)), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the

student or the eligible student unless otherwise provided herein, if the disclosure is:

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

## **VII. RELEASE OF DIRECTORY INFORMATION**

### **A. Classification**

Directory information is public except as provided herein.

### **B. Former Students**

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at

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

### **C. Present Students and Parents**

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

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:
  - a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;

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

D. Procedure for Obtaining Nondisclosure of Directory Information

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

1. Name of the student and/or parent, as appropriate;
2. Home address;
3. School presently attended by student;

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

E. Duration

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

## VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

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

identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

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

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

request to deny access;

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

C. Private Records Not Accessible to Student

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

**IX. DISCLOSURE OF CONFIDENTIAL RECORDS**

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minn. Stat. § 626.556, written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minn. Stat. § 626.556, Subd. 11.

Regardless of whether a written report is made under Minn. Stat. § 626.556, Subd. 7, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school

shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

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

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

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

D. Chemical Abuse Records

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

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

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

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

- A. The school district will release the names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision:
  1. may be used only for the purpose of providing information to students about military service, state and federal veterans’ education benefits, and other career and educational opportunities provided by the military; and
  2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.
- C. A parent or eligible student has the right to refuse the release of the name, address, or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority

*[designate title of individual, i.e., building principal]* in writing by *[date]* each year. The written request must include the following information:

1. Name of student and parent, as appropriate;
  2. Home address;
  3. Student's grade level;
  4. School presently attended by student;
  5. Parent's legal relationship to student, if applicable;
  6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
  7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

## **XII. LIMITS ON REDISCLOSURE**

### **A. Redisclosure**

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not

disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redislosure Not Prohibited

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

C. Classification of Disclosed Data

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

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local education authority, a federal agency headed by an official listed in 34 [Code of Federal Regulations section C.F.R. § 99.31\(a\)\(3\)](#), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in [section § 99.31\(a\)\(3\)](#),

or a third party outside of the school district improperly disclosing personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

### **XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING**

#### **A. Responsible Authority**

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

#### **B. Record Security**

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

#### **C. Plan for Securing Student Records**

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

shall contain the following information:

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

#### **D. Review of Written Plan for Securing Student Records**

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy, and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

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

or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18. [United States Code section ~~U.S.C. §~~ 2332b\(g\)\(5\)\(B\)](#) or an act of domestic or international terrorism.

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

#### **XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS**

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

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

B. Response to Request for Access

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

C. Right to Inspect and Review

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

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

D. Form of Request

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

E. Collection of Student Records

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

F. Records Containing Information on More Than One Student

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

G. Authority to Inspect or Review

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

H. Fees for Copies of Records

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

**XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA**

A. Request to Amend Education Records

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

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

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information

in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

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

- a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and
- b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

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

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minn. Stat. Ch. 14 relating to contested cases.

**XVI. PROBLEMS ACCESSING DATA**

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

- B. Data practices compliance official means *[designate title and actual name of individual]*.
- C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

## **XVII. COMPLAINTS FOR NON COMPLIANCE WITH FERPA**

### **A. Where to File Complaints**

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

### **B. Content of Complaint**

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

## **XVIII. WAIVER**

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

## **XIX. ANNUAL NOTIFICATION OF RIGHTS**

### **A. Contents of Notice**

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

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;

3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and
6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

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

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

C. Notification to Parents or Eligible Students Who are Disabled

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

**XX. DESTRUCTION AND RETENTION OF RECORDS**

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

**XXI. COPIES OF POLICY**

Copies of this policy may be obtained by parents and eligible students at the office of the superintendent.

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

Minn. Stat. Ch. 14 (Administrative Procedures Act)  
 Minn. Stat. § 120A.22 (Compulsory Instruction)  
 Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)  
 Minn. Stat. § 121A.75 (Sharing Disposition Order and Peace Officer Records)  
 Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)  
 Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)  
 Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)  
 Minn. Stat. § 363A.42 (Public Records; Accessibility)  
 Minn. Stat. § 626.5576 (Reporting of Maltreatment of **Vulnerable Adults-Minors**)  
 Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)  
 10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)  
 18 U.S.C. § 2331 (Definitions)  
 18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)  
 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)  
 20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)  
 20 U.S.C. § 7908 (Armed Forces Recruiting Information)  
 26 U.S.C. §§ 151 and 152 (Internal Revenue Code)  
 34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)  
 34 C.F.R. § 300.610-300.627 (Confidentiality of Information)  
 42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)  
*Gonzaga University v. Doe*, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d 309 (2002)  
 Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

***Cross References:*** MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
 MSBA/MASA Model Policy 417 (Chemical Use and Abuse)  
 MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)  
 MSBA/MASA Model Policy 520 (Student Surveys)  
 MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
 MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)  
 MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records – Privacy – Access to Data)

*Policy Reviewed:* 08.11.2022  
*Policy Adopted:* 06.24.2020  
*Policy Revised:* 05.20.2020



## **603 CURRICULUM DEVELOPMENT**

### **I. PURPOSE**

The purpose of this policy is to provide direction for continuous review and improvement of the school curriculum.

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

Curriculum development shall be directed toward the fulfillment of the goals and objectives of the education program of the school district.

### **III. RESPONSIBILITY**

- A. The superintendent shall be responsible for curriculum development and for determining the most effective way of conducting research on the school district's curriculum needs and establishing a long-range curriculum development program. Timelines shall be determined by the superintendent that will provide for periodic reviews of each curriculum area.
- B. A district advisory committee shall provide assistance at the request of the superintendent. The advisory committee membership shall be a reflection of the community and, to the extent possible, shall reflect the diversity of the district and its school sites, and shall include parent, teacher, support staff, student, community residents, and administration representation, and shall provide translation to the extent appropriate and practicable. Whenever possible, parents and other community residents shall comprise at least two-thirds of advisory committee members.
- C. Within the ongoing process of curriculum development, the following needs shall be addressed:
  - 1. Provide for articulation of courses of study from kindergarten through grade twelve.
  - 2. Identify minimum objectives for each course and at each elementary grade level.
  - 3. Provide for continuing evaluation of programs for the purpose of attaining

- school district objectives.
4. Provide a program for ongoing monitoring of student progress.
  5. Provide for specific, particular, and special needs of all members of the student community.
  6. Develop a local literacy plan to have every child reading at or above grade level no later than the end of grade 3, including English learners, and teachers providing comprehensive, scientifically based reading instruction consistent with law.
  7. Integrate required and elective course standards in the scope and sequence of the district curriculum.
  8. Meet all applicable requirements of the Minnesota Department of Education and federal law.
- D. Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be screened for characteristics of dyslexia. Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified. See [Minnesota Statutes section Minn. Stat. § 120B.12, subdivision Subd. 2.](#)
- E. Students who do not meet or exceed Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of [Minnesota Statutes section Minn. Stat. § 120A.20, subdivision Subd. 1\(c\).](#) A student's plan under this section shall continue while the student is enrolled.
- F. The superintendent shall be responsible for keeping the school board informed of all state-mandated curriculum changes, as well as recommended discretionary changes, and for periodically presenting recommended modifications for school board review and approval.
- G. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to curriculum development.

**Legal References:** Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)  
Minn. Stat. § 120B.11 (School District Process)  
Minn. Stat. § 120B.12 (Reading Proficiently no Later than the End of Grade 3)  
Minn. Stat. § 120B.125(f) (Planning for Students' Successful Transition to

Postsecondary Education and Employment)  
Minn. Rules Part 3500.0550 (Inclusive Educational Program)  
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)  
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)  
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)  
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)  
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)  
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)  
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)  
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

***Cross References:*** MSBA/MASA Model Policy 604 (Instructional Curriculum)  
MSBA/MASA Model Policy 605 (Alternative Programs)  
MSBA/MASA Model Policy 613 (Graduation Requirements)  
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)  
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)  
MSBA/MASA Model Policy 616 (School District System Accountability)  
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)  
MSBA/MASA Model Policy 619 (Staff Development for Standards)  
MSBA/MASA Model Policy 620 (Credit for Learning)  
MSBA/MASA Model Policy 623 (Mandatory Summer School Instruction)

*Policy Reviewed:* 08.11.2022

*Policy Adopted:* 12/09/2020

*Policy Revised:* 02.23.2022



## 709 STUDENT TRANSPORTATION SAFETY POLICY

### I. PURPOSE

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

### II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

#### A. School Bus Safety Week

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

#### B. Student Training

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

3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.
4. Students taking driver's training instructional classes must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by ~~Minn. Stat. §~~ Minnesota Statutes section 169.446, ~~Subd.~~ subdivision 2.
5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.
6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.
7. The school district may provide kindergarten students with school bus safety training before the first day of school.
8. The school district may provide student safety education for bicycling and pedestrian safety for students in grades K through 5.
9. The school district shall adopt and make available for public review a curriculum for transportation safety education.
10. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

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

- A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.
- B. Consequences for school bus/bus stop misconduct will be imposed by the school district. Serious misconduct may be reported to local law enforcement.
  1. School Bus and Bus Stop Rules. The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report

unacceptable behavior to the Transportation Office. The Transportation Office will then contact the site administrator and administrative assistant.

2. Rules at the Bus Stop

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

3. Rules on the Bus

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

4. Consequences

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

(1) Elementary (K-6)

1st offense – warning

2nd offense – 3 school-day suspension from riding the bus

3rd offense – 5 school-day suspension from riding the bus

4th offense – 10 school-day suspension from riding the bus/meeting with parent  
Further offenses – individually considered. Students may be suspended for longer periods of time, including the remainder of the school year.

(2) Secondary (7-12)

1st offense – warning  
2nd offense – 5 school-day suspension from riding the bus  
3rd offense – 10 school-day suspension from riding the bus  
  
4th offense – 20 school-day suspension from riding the bus/meeting with parent  
5th offense – suspended from riding the bus for the remainder of the school year

Note: When any student goes 60 transportation days without a report, the student's consequences may start over at the first offense.

(3) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct. ¶

(4) Records

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

(5) Vandalism/Bus Damage

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

(6) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

(7) Criminal Conduct

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

#### Criminal Conduct

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

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

##### **A. Parent and Guardian Notification**

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

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

Parents/Guardians are responsible to:

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

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

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

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

1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
2. reckless driving;
3. improper or erratic traffic lane changes;
4. following the vehicle ahead too closely;
5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;
6. driving a commercial vehicle without obtaining a commercial driver’s license or without having a commercial driver’s license in the driver’s possession.
7. Driving a commercial vehicle without the proper class of commercial driver’s license and/or endorsements for the specific vehicle group being operated or for the passengers or type of cargo being transported;
8. A violation of a state or local law prohibiting texting while driving a commercial vehicle; and
9. A violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.

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

E. A school bus driver, with the exception of a driver operating a type A-I school bus, who has a Minnesota commercial driver’s license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person’s employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the

suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.

- F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

## VI. SCHOOL BUS DRIVER TRAINING

### A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.

¶

~~*[Note: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]*~~¶

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

### B. Evaluation

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

1. Safely operate the type of school bus the driver will be driving;
2. Understand student behavior, including issues relating to students with disabilities;
3. Ensure orderly conduct of students on the bus and handling incidents of

- misconduct appropriately;
4. Know and understand relevant laws, rules of the road, and local school bus safety policies;
  5. Handle emergency situations; and
  6. Safely load and unload students.

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

## VII. OPERATING RULES AND PROCEDURES

### A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.
2. Only students assigned to the school bus by the school district shall be transported. In the event it becomes necessary for a student to ride a bus other than their assigned bus, the parent of the student must first contact the bus company to avoid overcrowding and then a note from the parent must accompany that student explaining the reason to the bus driver. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.
3. The parent/guardian may designate an address other than the home address for a student(s) in situations of day care or joint custody. However, the address must be in the attendance area of the assigned school and meet all other eligibility requirements.

When an address other than the home address is used, the address must be applied to the same bus route each day. It cannot vary day to day.

- *Acceptable Example: Address #1 each morning, Address #2 each afternoon.*
  - *Unacceptable Example: Address #1, Monday, Wednesday, Friday, Address 2: Tuesday, Thursday.*
4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.
  5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

6. A bus driver may not operate a school bus while communicating over, or otherwise operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic. For purposes of this paragraph, “school bus” has the meaning given in [Minnesota Statutes section Minn. Stat. § 169.011, Subd. subdivision 71](#). In addition, “school bus” also includes type III vehicles when driven by employees or agents of the school district. “Cellular phone” means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer’s rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. Type III vehicles must be painted a color other than national school bus yellow.
3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. A type III vehicle cannot be older than 12 years old unless excepted by state and federal law.
5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words “school bus” in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A “type III vehicle” must not be outwardly equipped and identified as a type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.
8. Type III vehicles must be equipped with mirrors as required by law.
9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the

vehicle otherwise rendered immobile.

10. Any type III vehicle used to transport students must carry emergency equipment including:
  - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.
  - b. First aid kit and body fluids cleanup kit. A minimum of a 10-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.
  - c. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.
11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.
12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.
13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.

C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:
  - a. The operator is an employee of the entity that owns, leases, or

contracts for the school bus, which may include the school district.

- b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:
- (1) safe operation of a type III vehicle;
  - (2) understanding student behavior, including issues relating to students with disabilities;
  - (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;
  - (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;
  - (5) handling emergency situations;
  - (6) proper use of seat belts and child safety restraints;
  - (7) performance of pretrip vehicle inspections;
  - (8) safe loading and unloading of students, including, but not limited to:
    - (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;
    - (b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;
    - (c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;
    - (d) placing the type III vehicle in "park" during loading and unloading;
    - (e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is

removed, the brakes are set, and the vehicle is otherwise rendered immobile; and

- (9) compliance with paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.
- c. A background check or background investigation of the operator has been conducted that meets the requirements under ~~Minnesota Statutes section Minn. Stat. §~~
- d. ~~Minnesota Statutes section 122A.18, Subd. subdivision 8, or Minnesota Statutes section Minn. Stat. § 123B.03 for school district employees; Minnesota Statutes section Minn. Stat. § 144.057 or Minnesota Statutes chapter Minn. Stat. Ch. 245C for day care employees; or Minnesota Statutes section Minn. Stat. § 171.321, Subd. subdivision 3, for all other persons operating a type III vehicle under this section.~~
- e. Operators shall submit to a physical examination as required by ~~Minnesota Statutes section Minn. Stat. § 171.321, Subd. subdivision 2.~~
- f. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under ~~Minnesota Statutes section Minn. Stat. § 181.951, Subd. subdivision 2, 4, and 5.~~ Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.
- g. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by ~~Minnesota Statutes section Minn. Stat. § 171.321, Subd. subdivision 5.~~
- h. A person who sustains a conviction, as defined under ~~Minnesota Statutes section Minn. Stat. §~~
- i. ~~§ 609.02, of violating Minnesota Statutes section Minn. Stat. § 169A.25, section § 169A.26, section § 169A.27 (driving while impaired offenses), or section § 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minnesota Statutes sections Minn. Stat. §§ 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.~~
- j. A person who has ever been convicted of a disqualifying offense as defined in ~~Minnesota Statutes section Minn. Stat. § 171.3215, Subd. subdivision 1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation,~~

indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.

- k. A person who sustains a conviction, as defined under **Minnesota Statutes section ~~Minn. Stat. § 609.02~~**, of a moving offense in violation of **Minnesota Statutes chapter ~~Minn. Stat. Ch. 169~~** within 3 years of the first of 3 other moving offenses is precluded from operating a type III vehicle for 1 year from the date of the last conviction.
  - l. Students riding the type III vehicle must have training required under **Minnesota Statutes section ~~Minn. Stat. § 123B.90~~**, **Subd. ~~subdivision~~ 2** (See Section II.B., above).
  - m. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.
2. The type III vehicle must bear a current certificate of inspection issued under **Minnesota Statutes section ~~Minn. Stat. § 169.451~~**.
  3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.

D. Type A-I “Activity” Buses Driven by Employees with a Driver’s License Without a School Bus Endorsement

1. The holder of a Class D driver’s license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:
  - a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.
  - b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.
  - c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.

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

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

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

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

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

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

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

The school board has designated an individual to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required by [Minnesota Statutes section Minn. Stat. § 171.321, Subd. 4](#). The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions

regarding student transportation or this policy may be addressed to the school transportation safety director.

## XI. STUDENT TRANSPORTATION SAFETY COMMITTEE

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

**Legal References:** Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses) Minn. Stat. § 123B.03 (Background Check)  
Minn. Stat. § 123B.42 (Textbooks; Individual ~~Instructor~~ Instruction or Cooperative Learning Material; Standard Tests)  
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)  
Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)  
Minn. Stat. § 123B.90 (School Bus Safety Training)  
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)  
Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)  
Minn. Stat. Ch. 169 (Traffic Regulations)  
Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)  
Minn. Stat. § 169.02 (Scope)  
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)  
Minn. Stat. § 169.446, Subd. 2 (~~Safety of School Children; Training and Education Rules~~ Driver Training Programs)  
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)  
Minn. Stat. § 169.454 (Type III Vehicle Standards)  
Minn. Stat. § 169.4582 (Reportable Offense on School Buses)  
Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)  
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)  
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)  
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)  
Minn. Stat. § 171.168 (~~Notification of Conviction for~~ Notice of Violation by a Commercial Driver)  
Minn. Stat. § 171.169 (~~Notification of Suspension of License of Commercial Driver~~ Notice of Commercial License Suspension)  
Minn. Stat. § 171.321 (Qualifications of School Bus and Type III Vehicle Drivers)  
Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)  
Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)

Minn. Stat. Ch. 245C (Human Services Background Studies)  
Minn. Stat. § 609.02 (Definitions)  
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)  
**49 C.F.R. § 383 (Commercial Driver’s License Standards;  
Requirements and Penalties)**  
49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)  
49 C.F.R. § 383.33 (Notification of Driver’s License Suspensions)  
49 C.F.R. § 383.5 (Transportation Definitions)  
**49 C.F.R. § 383.51 (Disqualification of Drivers)**

***Cross References:*** MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 707 (Transportation of Public Students)  
MSBA/MASA Model Policy 708 (Transportation of Nonpublic Students)  
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

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721 **UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES**

**I. PURPOSE**

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district.

**II. DEFINITIONS**

A. Grants

1. “State-administered grants” are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).
2. “Direct grants” are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

B. “Non-federal entity” means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or sub recipient.

C. “Federal award” has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:

1. a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 [Code of Federal Regulations section ~~C.F.R.~~ § 200.101](#) (Applicability);

or

- b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a

federal awarding agency or indirectly from a pass-through entity, as described in 2 [Code of Federal Regulations section ~~C.F.R. §~~ 200.101](#) (Applicability).

- c. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 [Code of Federal Regulations section ~~C.F.R. §~~ 200.40](#) (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.
  - d. “Federal award” does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.
- D. “Contract” means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 [Code of Federal Regulations ~~C.F.R.~~ Part 200](#), does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or sub award.
- E. Procurement Methods
1. “Procurement by micro-purchase” is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally \$10,000, except as otherwise discussed in 48 [Code of Federal Regulations ~~C.F.R.~~ Subpart 2.1](#) or as periodically adjusted for inflation).
  2. “Procurement by small purchase procedures” are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$250,000 (periodically adjusted for inflation).
  3. “Procurement by sealed bids (formal advertising)” is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
  4. “Procurement by competitive proposals” is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.

5. "Procurement by noncompetitive proposals" is procurement through solicitation of a proposal from only one source.
- F. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.
- G. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 [Code of Federal Regulations section ~~C.F.R.~~ § 200.431](#) (Compensation - Fringe Benefits).
- H. "Post-retirement health plans" refer to costs of health insurance or health services not included in a pension plan covered by 2 [Code of Federal Regulations section ~~C.F.R.~~ § 200.431\(g\)](#) for retirees and their spouses, dependents, and survivors.
- I. "Severance pay" is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.
- J. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
- K. "Relocation costs" are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.
- L. "Travel costs" are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

### III. CONFLICT OF INTEREST

- A. Employee Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees,

officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.

- B. Organizational Conflicts of Interest. The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.
- C. Disclosing Conflicts of Interest. The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policy.

#### **IV. ACCEPTABLE METHODS OF PROCUREMENT**

- A. General Procurement Standards. The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.
- B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
- D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.
- F. The school district alone must be responsible, in accordance with good

administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.

- G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- H. Methods of Procurement. The school district must use one of the following methods of procurement:
  - 1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.
  - 2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
  - 3. Procurement by sealed bids (formal advertising).
  - 4. Procurement by competitive proposals. If this method is used, the following requirements apply:
    - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
    - b. Proposals must be solicited from an adequate number of qualified sources;
    - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
    - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
    - e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering

(A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:
  - a. The item is available only from a single source;
  - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
  - d. After solicitation of a number of sources, competition is determined inadequate.

- I. Competition. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
  1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
  2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- J. The school district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the

school district must not preclude potential bidders from qualifying during the solicitation period.

- K. Non-federal entities are prohibited from contracting with or making sub awards under “covered transactions” to parties that are suspended or debarred or whose principals are suspended or debarred. “Covered transactions” include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.
- L. All non-procurement transactions entered into by a recipient (i.e., sub awards to sub recipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 [Code of Federal Regulations section ~~C.F.R. §~~180.215](#).

## V. **MANAGING EQUIPMENT AND SAFEGUARDING ASSETS**

- A. Property Standards. The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 [Code of Federal Regulations sections ~~C.F.R. §§~~ 200.311, 200.314, and 200.315](#).

- B. Equipment

Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep property in good condition.
5. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

## VI. FINANCIAL MANAGEMENT REQUIREMENTS

A. Financial Management. The school district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.

B. Payment. The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control.

Advance payments to a school district must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

C. Internal Controls. The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must also evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must also take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

## **VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES**

- A. Allowable Use of Funds. The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.
- B. Definitions
1. "Allowable cost" means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.
  2. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
  3. "Omni Circular" or "2 Code of Federal Regulations ~~C.F.R.~~ Part 200s" or "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
  4. "Advance payment" means a payment that a federal awarding agency or pass-through entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.

c. Allowable Costs. The following items are costs that may be allowable under the 2 Code of Federal Regulations ~~C.F.R.~~ Part 200s under specific conditions:

1. Advisory councils;
2. Audit costs and related services;
3. Bonding costs;
4. Communication costs;
5. Compensation for personal services;
6. Depreciation and use allowances;
7. Employee morale, health, and welfare costs;
8. Equipment and other capital expenditures;
9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;
10. Insurance and indemnification;
11. Maintenance, operations, and repairs;
12. Materials and supplies costs;
13. Meetings and conferences;
14. Memberships, subscriptions, and professional activity costs;
15. Security costs;
16. Professional service costs;
17. Proposal costs;
18. Publication and printing costs;
19. Rearrangement and alteration costs;
20. Rental costs of building and equipment;
21. Training costs; and

22. Travel costs.

D. Costs Forbidden by Federal Law. 2 Code of Federal Regulations ~~CFR~~ Part 200s and EDGAR identify certain costs that may never be paid with federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with federal funds. The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 Code of Federal Regulations ~~CFR~~ Part 200s; thus, the following list is not exhaustive:

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
2. Alcoholic beverages;
3. Bad debts;
4. Contingency provisions (with limited exceptions);
5. Fundraising and investment management costs (with limited exceptions);
6. Donations;
7. Contributions;
8. Entertainment (amusement, diversion, and social activities and any associated costs);
9. Fines and penalties;
10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
11. Goods or services for personal use;
12. Interest, except interest specifically stated in 2 Code of Federal Regulations section ~~C.F.R. §~~ 200.441 as allowable;
13. Religious use;
14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
15. Construction (unless specifically permitted by programmatic statute or

regulations, which is very rare in federal education programs); and

16. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.
2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.
3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

1. The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes five core principles that serve as an important guide for effective grant management. These core principles require all costs to be:
  - a. Necessary for the proper and efficient performance or administration of the program.
  - b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.
  - c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.

- d. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.
- e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules. The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

- 1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
- 2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the “supplement, not supplant” provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).
- 3. Auditors generally presume supplanting has occurred in three situations:
  - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
  - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
  - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
- 4. These presumptions apply differently in different federal programs and

also in school wide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.
2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.
2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

- J. Employee Sanctions. Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

## **VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING**

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written policy of the school district consistently applied to both federal and non-federal activities; and
2. Follows an appointment made in accordance with a school district's written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, a school district must follow its written non-federal, entity wide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave.

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- a. They are provided under established written leave policies;
- b. The costs are equitably allocated to all related activities, including federal awards; and
- c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.

2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 [Code of Federal Regulations section C.F.R. § 200.447\(d\)](#)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.

3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.

4. Pension plan costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with the written policies of the school district.

5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.

6. Costs of severance pay are allowable only to the extent that, in each case,

severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.

- C. Insurance and Indemnification. Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.
- D. Recruiting Costs. Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:
  - 1. Critical and necessary for the conduct of the project;
  - 2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
  - 3. Consistent with the school district's cost accounting practices and school district policy; and
  - 4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.
- E. Relocation Costs of Employees. Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district's reimbursement policy.
- F. Travel Costs. Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district's non-federally funded activities and in accordance with the school district's reimbursement policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations according to the school district's written reimbursement and/or travel policies.

In addition, when costs are charged directly to the federal award, documentation must justify the following:

- 1. Participation of the individual is necessary to the federal award; and
- 2. The costs are reasonable and consistent with the school district's established travel policy.

Temporary dependent care costs above and beyond regular dependent care that directly results from travel to conferences is allowable provided the costs are:

1. A direct result of the individual's travel for the federal award;
2. Consistent with the school district's documented travel policy for all school district travel; and
3. Only temporary during the travel period.

**Legal References:** 2 C.F.R. § 200.112 (~~Definitions~~; Capital Assets)  
2 C.F.R. § 200.112 (Conflict of Interest)  
2 C.F.R. § 200.113 (Mandatory Disclosures)  
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Risk Posed by Applicants)  
2 C.F.R. § 200.2142 (Suspension and Debarment)  
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)  
2 C.F.R. § 200.302 (Financial Management)  
2 C.F.R. § 200.303 (Internal Controls)  
2 C.F.R. § 200.305(b)(1) (Federal Payment)  
2 C.F.R. § 200.310 (Insurance Coverage)  
2 C.F.R. § 200.311 (Federally-owned and Exempt Property)  
2 C.F.R. § 200.313(d) (Equipment)  
2 C.F.R. § 200.314 (Supplies)  
2 C.F.R. § 200.315 (Intangible Property)  
2 C.F.R. § 200.318 (General Procurement Standards)  
2 C.F.R. § 200.319(c) (Competition)  
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)  
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)  
2 C.F.R. § 200.328 (~~Financial reporting~~Monitoring and Reporting Program Performance)  
2 C.F.R. § 200.3398 (~~Remedies for Noncompliance~~)  
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)  
2 C.F.R. § 200.430 (Compensation – Personal Services)  
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)  
2 C.F.R. § 200.447 (Insurance and Indemnification)  
2 C.F.R. § 200.463 (Recruiting Costs)  
2 C.F.R. § 200.464 (Relocation Costs of Employees)

2 C.F.R. § 200.473 (Transportation Costs)  
2 C.F.R. § 200.474 (Travel Costs)

***Cross References:*** MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)  
MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)  
MSBA/MASA Model Policy 210.1 (Conflict of Interest – Charter School Board Members)  
MSBA/MASA Model Policy 412 (Expense Reimbursement)  
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)  
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)  
MSBA/MASA Model Policy 702 (Accounting)  
MSBA/MASA Model Policy 703 (Annual Audit)

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## **428 Ethical Behavior**

### **I. Purpose**

The purpose of this policy is to observe state statutes regarding ethical behavior and to ensure that employees engage in school district business activities in a fashion designed to avoid any appearance of unethical behavior.

### **II. General Statement**

Hastings Public Schools-ISD 200 requires district employees to observe high standards of business and personal ethics while performing their duties and responsibilities. All school district employees are required to comply with all applicable laws and regulatory requirements. Unethical actions, or the appearance of unethical actions, are unacceptable under any conditions. The reputation of the district depends to a very large extent on the following considerations.

### **III. Practice of Ethical Behavior**

Each employee must apply her or his own sense of personal ethics, which should extend beyond compliance with applicable laws and regulations in business situations, to govern behavior where no existing regulation provides a guideline. Each employee is responsible for applying common sense in business decisions where specific rules do not provide all the answers.

In determining compliance with this standard in specific situations, employees should ask themselves the following questions:

- a. Is my action legal?
- b. Is my action ethical?
- c. Does my action comply with Hastings Public Schools-ISD 200's policy and procedures?
- d. Am I sure my action does not appear inappropriate?
- e. Am I sure that I would not be embarrassed or compromised if my action became known within the Hastings Public Schools-ISD 200 or publicly?
- f. Am I sure my action meets my personal code of ethics and behavior?
- g. Would I feel comfortable defending my actions on the 6 o'clock news?

Each employee should be able to answer “yes” to all of these questions before taking action.

#### **IV. Compliance with Laws, Regulations, and Hastings Public Schools-ISD 200 Policies**

A. Hastings Public Schools-ISD 200 does not tolerate:

- The willful violation or circumvention of any federal, state, local, or applicable foreign law by an employee during the course of that person’s employment with the district. For purposes of this Policy, “applicable foreign law” means the laws of any country where an employee is located as part of their duties as a district employee or when they are acting as a chaperone for any district students.
- The disregard or circumvention of the district’s guidelines or engagement in unscrupulous dealings.

B. Employees should not attempt to accomplish by indirect means, through agents or intermediaries, that which is directly forbidden.

C. The performance of all levels of employees will be measured against implementation of the provisions of these standards.

#### ~~**Legal References:**~~

**Cross References:** Hastings Public Schools-ISD 200 Accounting & Financial Procedures Manual.

Adopted: INDEPENDENT SCHOOL DISTRICT 200

*Policy Reviewed:* 08.11.2022

*Policy Adopted:* 04.28.2021

*Policy Revised:*



## **429 Conflict of Interest**

### **I. Purpose**

The purpose of this policy is to observe state laws regarding conflicts of interest and to ensure that employees act in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

### **II. General Statement**

Situations may arise in which a Hastings Public Schools-ISD 200 employee has a conflict of interest; or acts in a manner which may create an appearance of a conflict of interest.

All district employees have an obligation to:

- a. Avoid conflicts of interest, or the appearance of conflicts of interest, between personal interests and those of the district in dealing with outside entities or individuals.
- b. Disclose real and apparent conflicts of interest to the Superintendent.
- c. Refrain from participation in any decisions on matters that involve a real conflict of interest or the appearance of a conflict of interest.

### **III. What Constitutes a Conflict of Interest**

All district employees owe a duty of loyalty to the district. This duty necessitates that in serving the district they act solely in the interests of the district, including district students and staff, and not in their personal interests or in the interests of others.

The persons covered under this policy shall hereinafter be referred to as “interested persons”. Interested persons include all district employees, as well as persons with the following relationships to district employees:

- a. Spouses or domestic partners
- b. Brothers and sisters
- c. Parents, children, grandchildren, and great-grandchildren
- d. Spouses of individuals listed in A and B
- e. Corporations, partnerships, limited liability companies (LLCs), and other forms of businesses in which an employer, either individually or in combination with individuals listed in A, B, C, or D, collectively possess a

35% or more ownership or beneficial interest.

- f. Other relationships such as close friendships may also cause a conflict of interest. Each situation must be evaluated for actual or potential conflict of interest.

Conflicts of interest arise when the interests of an interested party may be seen as competing with those of the district. Conflicts of interest may be:

- a. Financial - where an interested party benefits financially directly or indirectly from its relationship with the district.
- b. Non-Financial - seeking preferential treatment from the district or using confidential information received from the district.

A conflict of interest arises when a district employee involved in making a decision on behalf of the district or their immediate family, is in the position to benefit, directly or indirectly, from the employee's decision. Immediate family is the following who owns/receives more than 1% of the benefiting business/profits (spouse, parent, child, brother, sister and spouse of parent, child, brother or sister).

#### **IV. Examples of Conflicts of Interest**

- a. Negotiates or approves a contract, purchase, sale, or lease on behalf of the district and has a direct or indirect interest in, or receives personal benefit from, the entity or individual providing the goods or service to the district.
- b. Employs, approves the employment of, or supervises a person who is an immediate family member of the employee.
- c. Sells products or services in competition with the district.
- d. Uses the district's facilities, supplies, assets, employees, or other resources for personal gain.
- e. Receives a gift valued at more than \$5 from a vendor, if the employee is responsible for initiating or approving purchases from that vendor.
- f. If a Board Member is a member of a financial institution that does business with the school district.

#### **V. Honoraria Acceptance**

A Hastings Public Schools-ISD 200 employee shall not accept an honorarium for an activity conducted where district-reimbursed travel, work time, or resources are used, or where the activity can be construed as having a relationship to the employee's position with the district. Such activity would be considered official duty on behalf of the district. A relationship exists between the activity and the employee's position with the district if the employee would not participate in the activity in the same manner or capacity if he or she did not hold his or her position with the district. The employee should make every attempt to avoid the appearance of impropriety.

An employee may receive an honorarium for activities performed during regular

non-working Hours or while on leave if the following conditions are met:

- a. All expenses are the total responsibility of the employee or the sponsor of the activity in which the employee is participating.
- b. The activity has no relationship to the employee's district duties.

Nothing in this document shall be interpreted as preventing the payment to the district by an outside source for actual expenses incurred by an employee in an activity, or the payment of a fee to the district (in lieu of an honorarium to the individual) for the services of the employee. Any such payments made to the district should be deposited to the district's account.

## VI. Disclosure Requirements

A district employee who believes that he or she has a conflict of interest or may be perceived as having a conflict of interest in a discussion or decision must disclose that conflict to the group making the decision. Most concerns about conflicts of interest may be resolved and appropriately addressed through prompt and complete disclosure.

Therefore, Hastings Public Schools-ISD 200 requires the following:

- a. The Superintendent or designee shall review all potential conflicts reported by employees, and the School Board shall review all potential conflicts reported by the Superintendent and determine appropriate resolution in accordance with the next section.
- b. If required by Federal awarding agencies, Hastings Public Schools-ISD 200 will notify those agencies in writing of any *potential* conflict of interest. (2CFR Part 200.112)

## VII. Resolution of Conflicts of Interest

Every district employee shall disclose any real, apparent, or potential conflicts of interest to the Superintendent or designee of Hastings Public Schools-ISD 200.

Conflicts shall be resolved as follows:

- a. The Board or Superintendent shall resolve or remedy conflicts in accordance with Minnesota law and in the district's best interests. Said resolution may include, but is not limited to, having the employee/personnel abstain from any decision making involving the underlying decision which led to the conflict of interest or potential conflict of interest.
  1. The chair of the Board shall be responsible for identifying resolutions ~~making all decisions concerning resolutions of the conflict~~ involving the Superintendent.
  2. The Superintendent or designee shall be responsible for making all decisions concerning resolutions of conflicts involving district employees.
- b. ~~The Board or Superintendent shall resolve or remedy conflicts in accordance with Minnesota law and in the district's best interests. Said~~

~~resolution may include, but is not limited to, having the  
employee/personnel abstain from any decision making involving the  
underlying decision which led to the conflict of interest or potential  
conflict of interest.~~

## VIII. Violations of Conflict of Interest

Failure to comply with the standards contained in this manual could lead to disciplinary action.

### ***Legal References:***

***Cross References:*** Hastings Public Schools-ISD 200 Accounting & Financial Procedures Manual.

Adopted: INDEPENDENT SCHOOL DISTRICT 200

*Policy Reviewed:* 08.11.2022

*Policy Adopted:* 04.28.2021

*Policy Revised:*



## **602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY**

### **I. PURPOSE**

The purpose of this policy is to provide for a timely determination of the school calendar and school day.

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

The school calendar and schedule of the school day are important to parents, students, employees and the general public for advance, effective planning of the school year.

### **III. CALENDAR RESPONSIBILITY**

- A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff and parents.
- B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1. or III.B.2. Days devoted to teacher's workshops may be held before Labor Day.
  - 1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of \$400,000 or more affecting a school district school facility.
  - 2. The school district may begin the school year on any day before Labor Day if the school district has agreement under Minnesota Statutes section 123A.30, 123A.32, or 123A.35 with a school district that qualifies under Section III.B.1
  - 3. The school district may begin the school year on any day before Labor Day if the school district agrees to the same schedule with a school district in an adjoining state.
- C. Employee and advisory groups shall be provided an opportunity to participate in school calendar considerations through a meet and confer process.

#### **IV. SCHOOL DAY RESPONSIBILITY**

- A. The superintendent shall be responsible for developing a schedule for the student day, subject to review by the school board. All requirements and provisions of Minnesota Statutes and Minnesota Department of Education Rules shall be met.
- B. In developing the student day schedule, the superintendent shall consider such factors as school bus schedules, cooperative programs, differences in time requirements at various grade levels, effective utilization of facilities, cost effectiveness, and other concerns deserving of attention.
- C. Proposed changes in the school day shall be subject to review and approval by the school board.

#### **V. E-Learning Days**

- A. An “e-learning day” is a school day where a school offers full access to online instruction provided by students’ individual teachers due to inclement weather.
- B. A school district may designate up to five e-learning days in one school year.
- C. An e-learning day is counted as a day of instruction and included in the hours of instruction pursuant to Section III.A., above.
- D. The e-learning day plan developed by the school district will include accommodations for students without Internet access at home and for digital device access for families without the technology or with an insufficient amount of technology for the number of children in the household. The plan must also provide accessible options for students with disabilities.
- E. The school district must notify parents and students of its e-learning day plan at the beginning of each school year.
- F. When an e-learning day is declared by the school district, notice must be provided to parents and students at least two hours prior to the normal school start time that students will need to follow the e-learning day plan for that day.
- G. On an e-learning day, each student’s teacher must be accessible both online and by telephone during normal school hours to assist students and parents.

**Legal References:** Minn. Stat. § 120A.40 (School Calendar)  
Minn. Stat. § 120A.41 (Length of School Year; Hours of Instruction)  
Minn. Stat. § 120A.414 (E-Learning Days)  
Minn. Stat. § 120A.415 (Extended School Calendar)  
Minn. Stat. § 120A.42 (Conduct of School on Certain Holidays)  
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts;

Termination)  
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)  
Minn. Stat. § 123A.30 (Agreements for Secondary Education)  
Minn. Stat. § 123A.32 (Interdistrict Cooperation)  
Minn. Stat. § 123A.35 (Cooperation and Combination)  
Minn. Stat. § 124D.126 (Powers and Duties of Commissioner; Flexible Learning Year Programs)  
Minn. Stat. § 124D.151 (Voluntary Prekindergarten Program)  
Minn. Stat. § 124E.25 (Payment of Aids to Charter Schools)  
  
Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)

***Cross References:*** MSBA/MASA Model Policy 425 (Staff Development)

*Policy Reviewed:* 08.11.2022

*Policy Adopted:* 07.22.2020

*Policy Revised:*



## **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 United States Code section 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 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)

***Cross References:***

*Policy Reviewed:* 06.24.2020

*Policy Adopted:* 07.22.2020

*Policy Revised:* 06.10.2020



## **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 establish visitor and post-secondary enrollment options student procedures and requirements (903.1). B.

### **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 unauthorized 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 unauthorized 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 (Trespass)

***Cross References:***

*Policy Reviewed:* 06.18.2020  
*Policy Adopted:* 07.22.2020  
*Policy Revised:* 06.19.2020



# AIA<sup>®</sup>

# Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
 Hastings High School Parking Lot  
 Improvements (182011)  
 200 General Sieben Drive  
 Hastings, Minnesota 55033

**CONTRACT INFORMATION:**  
 Contract For: General Construction  
  
 Date: February 28, 2022

**CHANGE ORDER INFORMATION:**  
 Change Order Number: One (1)  
  
 Date: August 18, 2022

**OWNER:** *(Name and address)*  
 Independent School District #200  
 1000 West 11th Street  
 Hastings, Minnesota 55033

**ARCHITECT:** *(Name and address)*  
 Wold Architects and Engineers  
 332 Minnesota Street, Suite W2000  
 Saint Paul, Minnesota 55101

**CONTRACTOR:** *(Name and address)*  
 Pine Bend Paving  
 16500 Fischer Avenue  
 Hastings, Minnesota 55033

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

COR #01: Additional Surveying. Add \$607.50

**TOTAL CHANGE ORDER NO. 1 ADD \$607.50**

The original Contract Sum was	\$ 142,600.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 142,600.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 607.50
The new Contract Sum including this Change Order will be	\$ 143,207.50

The Contract Time will be unchanged by Zero (0) days.

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

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

Wold Architects and Engineers  
ARCHITECT *(Firm name)*

SIGNATURE

DOUGLAS KAHL, PROJECT MANAGER  
PRINTED NAME AND TITLE

08/18/2022  
DATE

Pine Bend Paving  
CONTRACTOR *(Firm name)*

SIGNATURE

Max Jacoby (Project Manager)  
PRINTED NAME AND TITLE

8.19.2022  
DATE

Independent School District #200  
OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

## Request For Change Order

Total Change Order Request: **\$607.50**

**Project Name:** Hastings High School - 2022 Parking Lot Improvements

**Job #:** 22-3209

**Owner:** ISD #200: Hastings Public Schools

**Contact:** Cameron Dahlin

**Email:** [cdahlin@loefflerconstruction.com](mailto:cdahlin@loefflerconstruction.com)

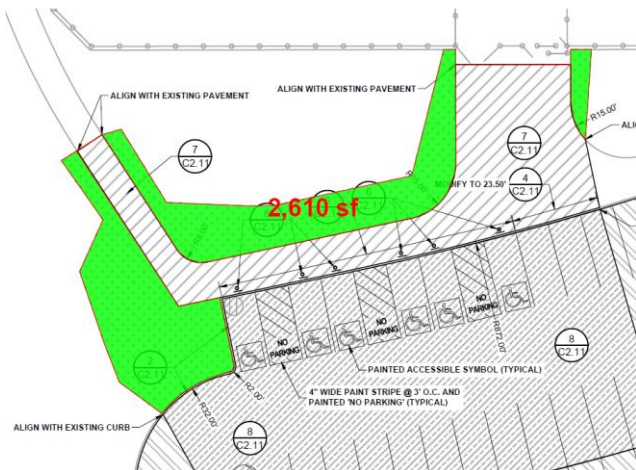
**Reason for Change:** Additional surveying/staking hours due do plan errors  
Reduction in sodding scope

### Pricing Breakdown:

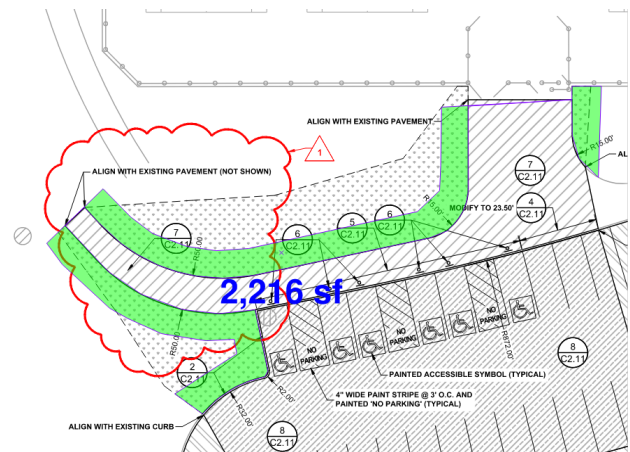
Item	Quantity	Units	Unit Price	Amount
Additional Surveying/Staking	1	LS	\$ 1,100.00	\$ 1,100.00
Reduction in Sodding	-394	SF	\$ 1.25	\$ (492.50)

**Total CO Amount: \$ 607.50**

**Original Bid = 2,610 sf**



**Revised Scope = 2,216 sf**





**AIA**<sup>®</sup>

# Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
Hastings Middle School Track  
Replacement (212085)  
1000 West 11th Street  
Hastings, Minnesota 55033

**CONTRACT INFORMATION:**  
Contract For: General Construction  
  
Date: February 28, 2022

**CHANGE ORDER INFORMATION:**  
Change Order Number: One (1)  
  
Date: September 15, 2022

**OWNER:** *(Name and address)*  
Independent School District #200  
1000 West 11th Street  
Hastings, Minnesota 55033

**ARCHITECT:** *(Name and address)*  
Wold Architects and Engineers  
332 Minnesota Street, W2000  
Saint Paul, Minnesota 55101

**CONTRACTOR:** *(Name and address)*  
Park Construction Company  
1481 81st Avenue Northeast  
Minneapolis, Minnesota 55432

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

COR #1: Soil corrections and regrading. Add \$43,708.25

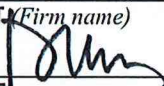
**TOTAL CHANGE ORDER NO. 1 ADD \$43,708.25**

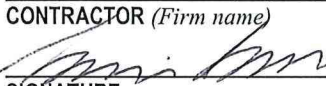
The original Contract Sum was	\$	<u>297,565.00</u>
The net change by previously authorized Change Orders	\$	<u>0.00</u>
The Contract Sum prior to this Change Order was	\$	<u>297,565.00</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>43,708.25</u>
The new Contract Sum including this Change Order will be	\$	<u>341,273.25</u>

The Contract Time will be unchanged by Zero (0) days.  
The date of Substantial Completion will be unchanged.

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

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

Wold Architects and Engineers  
**ARCHITECT** *(Firm name)*  
  
**SIGNATURE**  
DOUGLAS KAHL, PROJECT MANAGER  
**PRINTED NAME AND TITLE**  
09/15/2022  
**DATE**

Park Construction Company  
**CONTRACTOR** *(Firm name)*  
  
**SIGNATURE**  
HEIDI BERGMAN PM  
**PRINTED NAME AND TITLE**  
9/15/22  
**DATE**

Independent School District #200  
**OWNER** *(Firm name)*  
  
**SIGNATURE**  
  
**PRINTED NAME AND TITLE**  
  
**DATE**



**PARK CONSTRUCTION COMPANY**

1481 81st Avenue NE  
MINNEAPOLIS, MN 55432  
PHONE 763-786-9800  
FAX 763-786-2952

*Hastings MS Track PR1*

**CUSTOMER**

NAME: Hastings School District  
CONTACT: Doug Kahl  
ADDRESS: 1000 West 11th Street  
CITY: Hastings STATE: MN ZIP: 55033

DATE September 13, 2022  
Hastings MS CO# 1  
Park Job # 22314  
Owner P.O. # Hasting MS Track

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
<b>T and M Work for Soil Correction and Regrading of Track</b>			
9.25	LOWBOY TRANSPORT 11 AXLE WITH OPERATOR	\$280.00	\$2,590.00
58.5	SUPERINTENDENT W/PICKUP	\$152.00	\$8,892.00
109.5	OPERATOR (SITEWORK)	\$109.00	\$11,935.50
28.5	CAT TRACK SKIDSTEER	\$65.00	\$1,852.50
24.3	CAT D5 DOZER	\$89.00	\$2,162.70
5	INGERSOL SD 70 COMPACTOR	\$84.00	\$420.00
12	CAT 330DL EXCAVATOR	\$114.00	\$1,368.00
48.5	DUMP TRUCK 5 AXLE	\$156.00	\$7,566.00
2.5	WATER TRUCK INTERNATIONAL S1900	\$88.00	\$220.00
15	CAT 140H MOTOR GRADER	\$111.00	\$1,665.00
681.05	SELECT GRANULAR MATERIAL (TON)	\$4.18	\$2,846.79
628	DUMP FEE DIRT (CY)	\$3.00	\$1,884.00
12	TOPSOIL (CY) DELIVERED TO SITE	\$25.48	\$305.76

SUB TOTAL **\$43,708.25**

<b>FOR OFFICE USE ONLY</b>	
JOB / EQUIP #	
CODE	
DESCRIPTION	

SHIPPING AND HANDLING	
SALES TAX	
OTHER	
TOTAL INVOICE	

NOTES: Time for work at billing time will include any mobilization time charged to the rates above to get equipment and or trucks to the location of the work. This work would take place on a T and M basis and would be billed based actual hours and loads tracked in the field.

**PAYMENT DUE UPON RECEIPT**

**THANK YOU FOR YOUR BUSINESS**

## Daily Report

Time Card: Date - 07/22/2022 (Friday) Foreman - WIEK,KEVI KEVIN I WIEK Revision - 0 Shift - 1

Code	Name	Class	Hours	Totals
			000010.998500	
			Mobilization	
			1.75 HR	
WIEK,KEVI	KEVIN I WIEK	TS	1.75	1.75
T-532	KENWORTH T800 LOW		1.75	1.75
TL-105	TRAIL KING TK110HDG		1.75	1.75
R-433	CATERPILLAR 336E			0
D-42	CATERPILLER D5 LGP			0
D-44	CATERPILLER D4 LGP	T1.75		1.75
R-502	CAT 745 OFF ROAD			0
R-477	CATERPILLAR 966K W/			0

<b>Totals for Labor</b>	<b>Hours:</b> 1.75	<b>Worked:</b> 1.75	<b>Broken Out:</b> (1.75/0/0)
<b>Totals for Equipment</b>	<b>Hours:</b> 5.25	<b>Worked:</b> 3.5	<b>Broken Out:</b> (5.25/0/0)

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

'c' - indicates a completed item.  
 '(R)' - indicates a rework quantity.

## Daily Report

Time Card: Date - 07/25/2022 (Monday)			Foreman - WIEK,KEVI KEVIN I WIEK Revision - 0 Shift - 1	
Cost Codes			000010.998500	
Description			Mobilization	
Prod. Qty.			2.5 HR	
Code	Name	Class		Totals
WIEK,KEVI	KEVIN I WIEK	TS	2.5	2.5
TL-78	TRANSCRAFT STEPDE			0
T-532	KENWORTH T800 LOW		2.5	2.5
TL-105	TRAIL KING TK110HDG		2.5	2.5
R-499	CAT 395 EXCAVATOR			0
L-56	CAT 950H LOADER			0
E-28	CAT 328EL EXCAVATO		T2.5	2.5

<b>Totals for Labor</b>	<b>Hours:</b> 2.5	<b>Worked:</b> 2.5	<b>Broken Out:</b> (2.5/0/0)
<b>Totals for Equipment</b>	<b>Hours:</b> 7.5	<b>Worked:</b> 5	<b>Broken Out:</b> (7.5/0/0)

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

'c' - indicates a completed item.  
 '(R)' - indicates a rework quantity.

## Daily Report

Time Card: Date - 08/01/2022 (Monday)			000010.998500		Foreman - GREEN,ERIC ERIC J GREEN		Revision - 0	Shift - 1
Cost Codes			Mobilization					
Description			2 HR					
Prod. Qty.	Name	Class						Totals
Code								
GREEN,ERIC	ERIC J GREEN	TS	2					2
T-489	KENWORTH T800 LOW		2					2
TL-81	ETNYRE R40TL3-PS		2					2
CDD-12	CAT CB15 ROLLER							0
E-47	CAT 315 EXCAVATOR							0
AP-06	CAT 1055 ASPHALT PA							0
CDD-8	CAT CB24 ROLLER							0
MG-12	CAT 143H BLADE			T2				2
D-44	CATERPILLER D4 LGP							0

<b>Totals for Labor</b>	<b>Hours: 2</b>	<b>Worked:2</b>	<b>Broken Out: (2/0/0)</b>
<b>Totals for Equipment</b>	<b>Hours: 6</b>	<b>Worked:4</b>	<b>Broken Out: (6/0/0)</b>

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

'c' - indicates a completed item.  
 '(R)' - indicates a rework quantity.

## Daily Report

Time Card: Date - 08/01/2022 (Monday) Foreman - WIEK,KEVI KEVIN I WIEK Revision - 0 Shift - 1

Code	Name	Class	Hours	Totals
WIEK,KEVI	KEVIN I WIEK	TS	2	2
T-532	KENWORTH T800 LOW		2	2
TL-105	TRAIL KING TK110HDG		2	2
S-16	CAT 613C PADDLE WH			0
T-280	INTERNATIONL S1900	T2		2

Totals for Labor Hours: 2 Worked:2 Broken Out: (2/0/0)  
 Totals for Equipment Hours: 6 Worked:4 Broken Out: (6/0/0)

Cost Code Notes: Date - 08/01/2022 (Monday) Foreman - WIEK,KEVI KEVIN I WIEK

Code	Slot	Notes
000010.998500	1	Brought to yard and finished in morning
		Inspector Note

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

'c' - indicates a completed item.  
 '(R)' - indicates a rework quantity.

## Daily Report

Time Card: Date - 08/02/2022 (Tuesday) Foreman - WIEK,KEVI KEVIN I WIEK Revision - 0 Shift - 1

Code	Name	Class	000010.998500 Mobilization 1 HR	Totals
WIEK,KEVI	KEVIN I WIEK	TS	1	1
T-532	KENWORTH T800 LOW		1	1
TL-93	TRAILKING TK110HDG		1	1
T-280	INTERNATIONL S1900		T1	1
R-506	JD 8295R TRACTOR			0
R-474	JD 8560 TRACTOR			0

Totals for Labor Hours: 1 Worked:1 Broken Out: (1/0/0)  
 Totals for Equipment Hours: 3 Worked:2 Broken Out: (3/0/0)

Cost Code Notes: Date - 08/02/2022 (Tuesday) Foreman - WIEK,KEVI KEVIN I WIEK

Code	Slot	Notes
000010.998500	1	Finished from yesterday
		Inspector Note

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

'c' - indicates a completed item.  
 '(R)' - indicates a rework quantity.

## Daily Report

**Diary: Date - 07/26/2022 (Tuesday)** **Foreman - KOHNE,NATH NATHAN S KOHNEN**

Normal Ground;  
 Warm - (75 - 90)

Grabbed I-103 from skyveiv elementary and hauled to Hastings. Stripped gravel to expose subgrade . 242'x16'

**Time Card: Date - 07/26/2022 (Tuesday)** **Foreman - KOHNE,NATH NATHAN S KOHNEN Revision - 2 Shift - 1**

Cost Codes		000010.998500	980000.980100		
Description		Mobilization	EXTRA WORK 1 - GRA		
Prod. Qty.		0.5 HR	1 LS		
Code	Name	Class			Totals
KOHNE,NATH	NATHAN S KOHNEN	PV	.5	4.5	5
A-579	Chev 3500 Dbl. W/T 4W		.5	4.5	5
TL-83	FELLING 14I-20 SKIDS		.5		0.5
L-103	CATERPILLAR 289D3			.5	0.5
BERGH,MARK	MARK BERGHUIS	OLC		4.5	4.5
D-44	CATERPILLER D4 LGP			2.3	2.3

<b>Totals for Labor</b>	<b>Hours:</b> 9.5	<b>Worked:</b> 9.5	<b>Broken Out:</b> (9.5/0/0)
<b>Totals for Equipment</b>	<b>Hours:</b> 8.3	<b>Worked:</b> 8.3	<b>Broken Out:</b> (8.3/0/0)

**Time Card Notes: Date - 07/26/2022 (Tuesday)** **Foreman - KOHNE,NATH NATHAN S KOHNEN**

Code	Name	Meter		Start	Break (1)	Lunch	Break (2)	Meal (2)	End	Per	Subsistence	Notes
		Begin	End									
A-579	Chev 3500 Dbl. W/T 4		27427									
L-103	CATERPILLAR 289D3		772									
D-44	CATERPILLER D4 LG	1039.9	1042.2									

**Cost Code Notes: Date - 07/26/2022 (Tuesday)** **Foreman - KOHNE,NATH NATHAN S KOHNEN**

Code	Slot	Notes
980000.980100	2	
		<b>Inspector Note</b> Stripped area 242'x16'

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

'c' - indicates a completed item.  
 '(R)' - indicates a rework quantity.

## Daily Report

Diary: Date - 07/28/2022 (Thursday) Foreman - KOHNE,NATH NATHAN S KOHNEN

Normal Ground;  
 Warm - (75 - 90);  
 Partly Sunny / Cloudy

1 truck today. Quint subcut south side inside lane 242'x15' with 70' x15' inside that measurement was cut another 6" per Braun's request which got us into a better base.backhauled 7 loads sand. Hauled out 13 loads common

Time Card: Date - 07/28/2022 (Thursday) Foreman - KOHNE,NATH NATHAN S KOHNEN Revision - 6 Shift - 1

Code	Name	Class	Prod. Qty.	Totals
Cost Codes			980000.980100	
Description			EXTRA WORK 1 - GRA	
Prod. Qty.			1 LS	
KOHNE,NATH	NATHAN S KOHNEN	PV	13	13
A-579	Chev 3500 Dbl. W/T 4W		10	10
D-44	CATERPILLER D4 LGP		4	4
CPS-03	INGERSOL-RAND SD7		1	1
LINDB,MATT	MATTHEW J LINDBER	LP	10.5	10.5
E-28	CAT 328EL EXCAVATO		4	4
L-103	CATERPILLAR 289D3		4	4
BERGH,MARK	MARK BERGHUIS	OLC	14	14

*HE WAS IN A TRUCK*

Totals for Labor Hours: 37.5 Worked:37.5 Broken Out: (37.5/0/0)  
 Totals for Equipment Hours: 23 Worked:23 Broken Out: (23/0/0)

Time Card Notes: Date - 07/28/2022 (Thursday) Foreman - KOHNE,NATH NATHAN S KOHNEN

Code	Name	Begin	End	Meter	Start	Break (1)	Lunch	Break (2)	Meal (2)	End	Per	Subsistence	Notes
A-579	Chev 3500 Dbl. W/T 4			27654									
D-44	CATERPILLER D4 LG	1042	1046										
CPS-03	INGERSOL-RAND SD	5280	5281										
E-28	CAT 328EL EXCAVAT	6359	6363										
L-103	CATERPILLAR 289D3	772	776										

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

'c' - indicates a completed item.  
 '(R)' - indicates a rework quantity.

## Daily Report

980000.980100 1

**Inspector Note**

13 loads common out, 7 loads sand back hauled in

**Matl-Sub-Exp Transactions: Date - 07/28/2022 (Thursday)**

						Foreman - KOHNE,NATH	NATHAN S KOHNEN
Code	Description	Matl-Sub-Exp	Description	Unit	Received Quantity	Installed Quantity	
980000.980100	EXTRA WORK 1 - GRADING	5TDT	DUMP TRUCK	HR	0.000	14.000	
980000.980100	EXTRA WORK 1 - GRADING	2EXC50	DUMP FEES - DIRT (CY)	CY	0.000	208.000	
980000.980100	EXTRA WORK 1 - GRADING	2AGSSG	Select Granular < 12%	TON	0.000	134.650	

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

'c' - indicates a completed item.  
 '(R)' - indicates a rework quantity.

## Daily Report

**Diary: Date - 07/29/2022 (Friday)** **Foreman - KOHNE,NATH NATHAN S KOHNEN**

Normal Ground;  
 Warm - (75 - 90);  
 Sunny

2 trucks started at pit to get sand then came loaded.placed sand on inside lane south side of track. Subcut east strip 100'x15'x1' and then subcut north side radio us area 70x15x1'. Flipped material from outside lane to inside lane on south side and began sub cutting . Filled in both of the small areas with 1' Sand and covered with reclaim gravel to finish grade. Sub cut 90'x15' to 1' on outside south side of track and filled with sand and covered with reclaim. Buffed Dow as much as possible to roll and hopefully handle predicted rains for Sunday night.

**Time Card: Date - 07/29/2022 (Friday)** **Foreman - KOHNE,NATH NATHAN S KOHNEN Revision - 2 Shift - 1**

Cost Codes		980000.980100			
Description		EXTRA WORK 1 - GRA			
Prod. Qty.		1 LS			
Code	Name	Class		Totals	
KOHNE,NATH	NATHAN S KOHNEN	PV	9	9	
A-579	Chev 3500 Dbl. W/T 4W		8	8	
CPS-03	INGERSOL-RAND SD7		1	1	
BERGH,MARK	MARK BERGHUIS	OLC	9	9	
D-44	CATERPILLER D4 LGP		9	9	
KOHNE,CRAI	CRAIG J KOHNEN	PV	8.5	8.5	
E-28	CAT 328EL EXCAVATO		4	4	
LINDB,MATT	MATTHEW J LINDBER	LP	9	9	
L-103	CATERPILLAR 289D3		5	5	

<b>Totals for Labor</b>	<b>Hours:</b> 35.5	<b>Worked:</b> 35.5	<b>Broken Out:</b> (35.5/0/0)
<b>Totals for Equipment</b>	<b>Hours:</b> 27	<b>Worked:</b> 27	<b>Broken Out:</b> (27/0/0)

**Time Card Notes: Date - 07/29/2022 (Friday)** **Foreman - KOHNE,NATH NATHAN S KOHNEN**

Code	Name	Meter		Start	Break (1)	Lunch	Break (2)	Meal (2)	End	Per	Subsistence	Notes
		Begin	End									
A-579	Chev 3500 Dbl. W/T 4		27813									
CPS-03	INGERSOL-RAND SD	5281	5282									
D-44	CATERPILLER D4 LG	1046	1055.2									

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

'c' - indicates a completed item.  
 '(R)' - indicates a rework quantity.

## Daily Report

**Time Card Notes: Date - 07/29/2022 (Friday)** Foreman - KOHNE,NATH NATHAN S KOHNEN

Code	Name	Meter		Start	Break (1)	Lunch	Break (2)	Meal (2)	End	Per Diem	Subsistence	Notes
		Begin	End									
E-28	CAT 328EL EXCAVAT	6363.8	6367									
L-103	CATERPILLAR 289D3	776.3	781									

**Cost Code Notes: Date - 07/29/2022 (Friday)** Foreman - KOHNE,NATH NATHAN S KOHNEN

Code	Slot	Notes
980000.980100	1	Inspector Note 12 loads out common, 16loads sand in.

**Matl-Sub-Exp Transactions: Date - 07/29/2022 (Friday)** Foreman - KOHNE,NATH NATHAN S KOHNEN

Code	Description	Matl-Sub-Exp	Description	Unit	Received Quantity	Installed Quantity
980000.980100	EXTRA WORK 1 - GRADING	2EXC50	DUMP FEES - DIRT (CY)	CY	0.000	168.000
980000.980100	EXTRA WORK 1 - GRADING	5TDT	DUMP TRUCK	HR	0.000	15.500
980000.980100	EXTRA WORK 1 - GRADING	2AGSSG	Select Granular < 12%	TON	0.000	273.850

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

'c' - indicates a completed item.  
 '(R)' - indicates a rework quantity.

## Daily Report

**Diary: Date - 08/01/2022 (Monday)** **Foreman - KOHNE,NATH NATHAN S KOHNEN**

Ground Wet - Workable;  
 Warm - (75 - 90);  
 Partly Sunny / Cloudy

2 trucks today started empty here, hauled out common and backhauled sand. Cut out last of southwest corner of track and bump out area then filled with sand and covered with reclaim. Mostly appeared to be black sand/organic type material under this part but was firm at the 1' subcut elevation.

**Time Card: Date - 08/01/2022 (Monday)** **Foreman - KOHNE,NATH NATHAN S KOHNEN Revision - 1 Shift - 1**

Cost Codes		980000.980100			
Description		EXTRA WORK 1 - GRA			
Prod. Qty.		1 LS			
Code	Name	Class			Totals
KOHNE,NATH	NATHAN S KOHNEN	PV	8.5		8.5
A-579	Chev 3500 Dbl. W/T 4W		6		6
CPS-03	INGERSOL-RAND SD7		1		1
BERGH,MARK	MARK BERGHUIS	OLC	9.5		9.5
D-44	CATERPILLER D4 LGP		9		9
LINDB,MATT	MATTHEW J LINDBER	LP	9		9
L-103	CATERPILLAR 289D3		4		4
KOHNE,CRAI	CRAIG J KOHNEN	PV	9		9
E-28	CAT 328EL EXCAVATO		4		4

<b>Totals for Labor</b>	<b>Hours: 36</b>	<b>Worked: 36</b>	<b>Broken Out: (36/0/0)</b>
<b>Totals for Equipment</b>	<b>Hours: 24</b>	<b>Worked: 24</b>	<b>Broken Out: (24/0/0)</b>

**Time Card Notes: Date - 08/01/2022 (Monday)** **Foreman - KOHNE,NATH NATHAN S KOHNEN**

Code	Name	Meter		Start	Break (1)	Lunch	Break (2)	Meal (2)	End	Per		
		Begin	End							Diem	Subsistence	Notes
A-579	Chev 3500 Dbl. W/T 4		28047									
D-44	CATERPILLER D4 LG	1055	1064									
L-103	CATERPILLAR 289D3	780	784									
E-28	CAT 328EL EXCAVAT	6367	6371									

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

'c' - indicates a completed item.  
 '(R)' - indicates a rework quantity.

## Daily Report

980000.980100 1

**Inspector Note**

2 quad trucks. Started at track empty then hauled out 18 loads common material and backhauled 16 loads sand to fill back in. 16.5 hours trucking today.

**Matl-Sub-Exp Transactions: Date - 08/01/2022 (Monday)**

Matl-Sub-Exp Transactions: Date - 08/01/2022 (Monday)					Foreman - KOHNE,NATH NATHAN S KOHNEN	
Code	Description	Matl-Sub-Exp	Description	Unit	Received Quantity	Installed Quantity
980000.980100	EXTRA WORK 1 - GRADING	2EXC50	DUMP FEES - DIRT (CY)	CY	0.000	252.000
980000.980100	EXTRA WORK 1 - GRADING	2AGSSG	Select Granular < 12%	TON	0.000	272.550
980000.980100	EXTRA WORK 1 - GRADING	5TDT	DUMP TRUCK	HR	0.000	16.500

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

'c' - indicates a completed item.  
 '(R)' - indicates a rework quantity.

# Daily Report

Diary: Date - 08/02/2022 (Tuesday) Foreman - KOHNE,NATH NATHAN S KOHNEN

Normal Ground;  
 Hot (90+);  
 Sunny

Balanced material set a bunch of hubs and then started grading watered and rolled shut down early but will finish tomorrow due to the extreme heat

Time Card: Date - 08/02/2022 (Tuesday) Foreman - KOHNE,NATH NATHAN S KOHNEN Revision - 1 Shift - 1

Cost Codes	980000.980100			
Description	EXTRA WORK 1 - GRA			
Prod. Qty.	1 LS			
Code	Name	Class		Totals
KOHNE,NATH	NATHAN S KOHNEN	PV	9.5	9.5
A-579	Chev 3500 Dbl. W/T 4W		8	8
BERGH,MARK	MARK BERGHUIS	OLC	9	9
L-103	CATERPILLAR 289D3		6	6
T-280	INTERNATIONL S1900		1	1
CHRIS,KYLE	KYLE CHRISTIAN	OD	8.5	8.5
MG-12	CAT 143H BLADE		7	7
CPS-03	INGERSOL-RAND SD7		1	1

Totals for Labor Hours: 27 Worked:27 Broken Out: (27/0/0)  
 Totals for Equipment Hours: 23 Worked:23 Broken Out: (23/0/0)

Time Card Notes: Date - 08/02/2022 (Tuesday) Foreman - KOHNE,NATH NATHAN S KOHNEN

Code	Name	Meter		Start	Break (1)	Lunch	Break (2)	Meal (2)	End	Per		
		Begin	End							Diem	Subsistence	Notes
A-579	Chev 3500 Dbl. W/T 4	28047	28209									
L-103	CATERPILLAR 289D3	784	790									
MG-12	CAT 143H BLADE	11428	11435									

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

'c' - indicates a completed item.  
 '(R)' - indicates a rework quantity.

## Daily Report

980000.980100 1

**Inspector Note**

Balanced material on track and hubbed. Watered and worked on getting good compaction.

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

'c' - indicates a completed item.  
'(R)' - indicates a rework quantity.

## Daily Report

**Diary: Date - 08/03/2022 (Wednesday)** **Foreman - KOHNE,NATH NATHAN S KOHNEN**

Ground Wet - Workable;  
 Warm - (75 - 90);  
 Sunny

Rain overnight watered grade nicely to get the day started. Set remaining hubs and began tolerancing track. Watered later in the day and rolled . Roll test with Braun at 2:30 all passed .  
 Hauled 2 loads of water from Hastings public works across town=4000gallons

**Time Card: Date - 08/03/2022 (Wednesday)** **Foreman - KOHNE,NATH NATHAN S KOHNEN Revision - 0 Shift - 1**

Cost Codes		980000.980100			
Description		EXTRA WORK 1 - GRA			
Prod. Qty.		1 LS			
Code	Name	Class			Totals
KOHNE,NATH	NATHAN S KOHNEN	PV	10.5		10.5
A-579	Chev 3500 Dbl. W/T 4W		8		8
T-280	INTERNATIONL S1900		1.5		1.5
CPS-03	INGERSOL-RAND SD7		1		1
BERGH,MARK	MARK BERGHUIS	OLC	10		10
L-103	CATERPILLAR 289D3		6		6
CHRIS,KYLE	KYLE CHRISTIAN	OD	10		10
MG-12	CAT 143H BLADE		8		8
ISAAC,ISAA	ISAAC ISAACSON	OD	2.5		2.5
T-20	Kenworth tri axle dump		2.5	TRUCKING	2.5

<b>Totals for Labor</b>	<b>Hours: 33</b>	<b>Worked:33</b>	<b>Broken Out: (33/0/0)</b>
<b>Totals for Equipment</b>	<b>Hours: 27</b>	<b>Worked:27</b>	<b>Broken Out: (27/0/0)</b>

**Time Card Notes: Date - 08/03/2022 (Wednesday)** **Foreman - KOHNE,NATH NATHAN S KOHNEN**

Code	Name	Meter		Start	Break (1)	Lunch	Break (2)	Meal (2)	End	Per		
		Begin	End							Diem	Subsistence	Notes
A-579	Chev 3500 Dbl. W/T 4		28357									
L-103	CATERPILLAR 289D3	790	796									
MG-12	CAT 143H BLADE	11435	11443									

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

'c' - indicates a completed item.  
 '(R)' - indicates a rework quantity.

## Daily Report

980000.980100 1

**Inspector Note**

Set hubs, watered grade, tolerances and rolled. Did a roll test with Braun at 2:30

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

'c' - indicates a completed item.  
'(R)' - indicates a rework quantity.

## Daily Report

**Diary: Date - 08/22/2022 (Monday)** **Foreman - KOHNE,NATH NATHAN S KOHNEN**

Normal Ground;  
 Warm - (75 - 90);  
 Sunny

Placed topsoil around track and pulled hubs and stakes but left the offset stakes for the radius points for strippers. 3 loads delivered to 12 yard loads and 1 8 yard load

**Time Card: Date - 08/22/2022 (Monday)** **Foreman - KOHNE,NATH NATHAN S KOHNEN Revision - 2 Shift - 1**

Cost Codes			000220.210640	980000.980100	000010.998500		
Description			Topsoil Borrow	EXTRA WORK 1 - GRA	Mobilization		
Prod. Qty.			32 CY	1 LS	1 HR		
Code	Name	Class				Totals	
KOHNE,NATH	NATHAN S KOHNEN	PV	7.5	3	1	11.5	
A-579	Chev 3500 Dbl. W/T 4W		4	3	1	8	
BERGH,MARK	MARK BERGHUIS	OLC	6	3		9	
L-109	CATERPILLAR 289D3		4	3		7	

<b>Totals for Labor</b>	<b>Hours:</b> 20.5	<b>Worked:</b> 20.5	<b>Broken Out:</b> (20.5/0/0)
<b>Totals for Equipment</b>	<b>Hours:</b> 15	<b>Worked:</b> 15	<b>Broken Out:</b> (15/0/0)

**Time Card Notes: Date - 08/22/2022 (Monday)** **Foreman - KOHNE,NATH NATHAN S KOHNEN**

		Meter							Per			
Code	Name	Begin	End	Start	Break (1)	Lunch	Break (2)	Meal (2)	End	Diem	Subsistence	Notes
A-579	Chev 3500 Dbl. W/T 4		30436									

**Cost Code Notes: Date - 08/22/2022 (Monday)** **Foreman - KOHNE,NATH NATHAN S KOHNEN**

Code	Slot	Notes
000220.210640	1	<b>Inspector Note</b> 2 12 yard loads and 1 8yard load delivered
980000.980100	2	<b>Inspector Note</b> Topsoil placing around south end of track. 12 yards delivered

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

'c' - indicates a completed item.  
 '(R)' - indicates a rework quantity.

**Daily Report**

**Matl-Sub-Exp Transactions: Date - 08/22/2022 (Monday)** **Foreman - KOHNE,NATH NATHAN S KOHNEN**

<b>Code</b>	<b>Description</b>	<b>Matl-Sub-Exp</b>	<b>Description</b>	<b>Unit</b>	<b>Received Quantity</b>	<b>Installed Quantity</b>
000220.210640	Topsoil Borrow	2AGBTSB	TOPSOIL	CY	0.000	32.000

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

'c' - indicates a completed item.  
 '(R)' - indicates a rework quantity.



PARK AVENUE TRUCKING LLC - HAUL SHEET / TIME CARD

Job Name: Hastings running track Date: 7-28-22  
Job Number: 22314 Shift: \_\_\_\_\_

A Subsidiary of Park Construction

066916

Truck Type: Tri-Axle Quad

Truck Co.: \_\_\_\_\_ Truck #: 129 Trailer#: \_\_\_\_\_

Side/Belly Quint

Load/Start Time: 5:30 AM / PM Dump/Stop Time: 7:30 AM / PM Total Truck Hours: 13.1

Loads	Material	Plant/Pit	Ticket No.	Tons	Load Time	Dump Time
1	common	Superior sand & gravel			7:30	8:00
2	"				8:20	8:45
3	"				9:00	9:20
4	"				9:40	10:00
5	"				10:20	10:40
6	"				11:00	11:20
7	"				11:35	11:55
8	"				12:10	12:25
9	sand				12:30	1:00
10	common				1:0	1:20
11	sand				1:40	2:00
12	common				2:05	2:20
13	sand				2:25	2:45
14	common				2:50	3:10
15	sand				3:15	3:35
16	common				3:45	4:05
17	sand				4:10	4:30
18	common				4:40	5:10
19	sand				5:30	5:55
20	sand					
21						

Comments:

Mat'l Dumped in Yard? Yes  No  (Circle One)

Type of Material: \_\_\_\_\_

Job No. \_\_\_\_\_

Load Amount: 1/4 1/2 3/4 1 (Circle One)

Park Avenue Trucking Employees Only

Park Avenue Employee Number: \_\_\_\_\_

Total Trucking Hours From Above: 14

Start Mileage: 137350

Travel Time: + \_\_\_\_\_

End Mileage: 137578

Down Time: + \_\_\_\_\_

Were you injured on the job today? Yes  No

Pre/Post Trip and Maintenance Time: + \_\_\_\_\_

If Yes, did you report the injury to your Superintendent? Yes  No

Total Man Hours: = \_\_\_\_\_

Engine Start: 6485.2 Engine Stop: 6498.3

Fuel/Gal: \_\_\_\_\_ State: \_\_\_\_\_

Driver Signature: Mark Berglund

Foreman Signature: Ant Kohonen

Print Name: Mark Berglund

Time: 7:30 AM / PM

My operator driving Park trucks  
Foreman Copy



PARK AVENUE TRUCKING LLC - HAUL SHEET / TIME CARD

Job Name: Hastings Middle School Date: 7-29-22

Job Number: 22314 Shift: \_\_\_\_\_

A Subsidiary of Park Construction

040489

Truck Type: Tri-Axle Quad

Truck Co.: Willis Rosales Truck #: 08 Trailer#: \_\_\_\_\_

Side/Belly Quint

Load/Start Time: 7:00 AM / PM Dump/Stop Time: 2:45 AM / PM

Total Truck Hours: 7 1/4

Loads	Material	Plant/Pit	Ticket No.	Tons	Load Time	Dump Time
1	Sand	Superior Pit		16.9	7:00	
2	Common	Hastings HS			7:49	
3	Sand	Superior Pit		17.10	8:18	
4	common	HHS			8:48	
5	Sand	Superior Pit		17.10	9:15	
6	Common	HHS			9:58	
7	Sand	Superior Pit		17.30	10:25	
8	Common	HHS			10:55	
9	Sand	Superior Pit		17.30	11:27	
10	Common	HHS			11:55	
11	Sand	Superior Pit		17.25	12:22	
12	Common	HHS		1	12:56	
13	Sand	Superior Pit		17.40	1:21	
14	Sand	Superior Pit		17.18	2:07	
15						
16						
17						
18						
19						
20						
21						

Comments:

Mat'l Dumped in Yard? Yes No (Circle One)

Job No. \_\_\_\_\_

Type of Material: \_\_\_\_\_

Load Amount: 1/4 1/2 3/4 1 (Circle One)

Park Avenue Trucking Employees Only

Park Avenue Employee Number: _____	Total Trucking Hours From Above: _____
Start Mileage: _____	Travel Time: _____ + _____
End Mileage: _____	Down Time: _____ + _____
Were you injured on the job today? Yes <input type="checkbox"/> No <input type="checkbox"/>	Pre/Post Trip and Maintenance Time: _____ + _____
If Yes, did you report the injury to your Superintendent? Yes <input type="checkbox"/> No <input type="checkbox"/>	Total Man Hours: _____ = _____
	Engine Start: _____ Engine Stop: _____
	Fuel/Gal: _____ State: _____

Driver Signature: Alma Rosales

Foreman Signature: [Signature]

Print Name: Alma Rosales

Time: 2:45 AM / PM



PARK AVENUE TRUCKING LLC - HAUL SHEET / TIME CARD

Job Name: Hastings Middle school Date: 7-29-22

Job Number: 22314 Shift: \_\_\_\_\_

A Subsidiary of Park Construction

040488

Truck Type: Tri-Axle Quad

Truck Co.: Willis-Rosales Truck #: 50 Trailer#: \_\_\_\_\_

Side/Belly Quint

Load/Start Time: 7:00 AM / PM Dump/Stop Time: 2:45 AM / PM Total Truck Hours: 7<sup>3</sup>/<sub>4</sub>

Loads	Material	Plant/Pit	Ticket No.	Tons	Load Time	Dump Time
1	SAND	Superior. pit.		16.70	7:00	
2	Common	Hastings. H. Schuy			7:38	
3	SAND			16.90	8:19	
4	Common				8:42	
5	SAND			17.00	9:12	
6	Common				9:40	
7	SAND			17.52	10:18	
8	Common				10:45	
9	SAND			17:35	11:20	
10	Common				11:46	
11	SAND			17.15	12:16	
12	Common				12:46	
13	SAND			17.05	1:14	
14	SAND			17.40	2:06	
15						
16						
17						
18						
19						
20						
21						

Comments:

Mat'l Dumped in Yard? Yes No (Circle One)

Type of Material: \_\_\_\_\_

Job No. \_\_\_\_\_

Load Amount: 1/4 1/2 3/4 1 (Circle One)

Park Avenue Trucking Employees Only

Park Avenue Employee Number: \_\_\_\_\_

Total Trucking Hours From Above: \_\_\_\_\_

Start Mileage: \_\_\_\_\_

Travel Time: + \_\_\_\_\_

End Mileage: \_\_\_\_\_

Down Time: + \_\_\_\_\_

Were you injured on the job today? Yes  No

Pre/Post Trip and Maintenance Time: + \_\_\_\_\_

If Yes, did you report the injury to your Superintendent? Yes  No

Total Man Hours: = \_\_\_\_\_

Engine Start: \_\_\_\_\_ Engine Stop: \_\_\_\_\_

Fuel/Gal: \_\_\_\_\_ State: \_\_\_\_\_

Driver Signature: Hector Rosales

Foreman Signature: Bob Kohnen

Print Name: Hector R.

Time: 2:45 AM / PM



PARK AVENUE TRUCKING LLC - HAUL SHEET / TIME CARD

Job Name: Hastings middle school track Date: 8-1-22

Job Number: 22314 Shift: \_\_\_\_\_

A Subsidiary of Park Construction

040490

Truck Type: Tri-Axle Quad

Truck Co.: Willis-Rosales Truck #: 50 Trailer#: \_\_\_\_\_

Side/Belly Quint

Load/Start Time: 7:15 (AM) / PM Dump/Stop Time: 3:30 AM / PM Total Truck Hours: 8 1/4

Loads	Material	Plant/Pit	Ticket No.	Tons	Load Time	Dump Time
1	Common	<del>SUPERIOR</del> Hastings H.S.			7:15	
2	Common	SUPERIOR/Maistim			8:12	
3	SAND	SUPERIOR		17.10	8:42	
4	Common	Hastings M.S.			9:06	
5	Sand	SUPERIOR		17.25	9:33	
6	Common	H.M.S			10:05	
7	Sand	SUPERIOR		17.05	10:29	
8	Common	H.M.S			10:58	
9	sand	SUPERIOR		17.45	11:27	
10	Common	H.M.S			11:50	
11	Sand	SUPERIOR		17.45	12:27	
12	Common	H.M.S			12:53	
13	Sand.	SUPERIOR		17.30	1:22	
14	common	H.M.S			1:47	
15	Sand	SUPERIOR		17.00	2:18	
16	common	H.M.S			2:39	
17	Sand.			17.45	3:09	
18						
19						
20						
21						

Comments: Hastings Middle school - H.M.S.

Mat'l Dumped in Yard? Yes No (Circle One)

Type of Material: \_\_\_\_\_

Job No. \_\_\_\_\_

Load Amount: 1/4 1/2 3/4 1 (Circle One)

Park Avenue Trucking Employees Only

Park Avenue Employee Number: \_\_\_\_\_

Total Trucking Hours From Above: \_\_\_\_\_

Start Mileage: \_\_\_\_\_

Travel Time: + \_\_\_\_\_

End Mileage: \_\_\_\_\_

Down Time: + \_\_\_\_\_

Were you injured on the job today? Yes  No

Pre/Post Trip and Maintenance Time: + \_\_\_\_\_

If Yes, did you report the injury to your Superintendent? Yes  No

Total Man Hours: = \_\_\_\_\_

Engine Start: \_\_\_\_\_ Engine Stop: \_\_\_\_\_

Fuel/Gal: \_\_\_\_\_ State: \_\_\_\_\_

Driver Signature: Hector P.

Foreman Signature: Craig Johnson

Print Name: Hector P.

Time: 5:30 AM / PM



**PARK AVENUE TRUCKING LLC - HAUL SHEET / TIME CARD**

Job Name: Hastings middle school track Date: 8-1-22

Job Number: 22314 Shift: \_\_\_\_\_

A Subsidiary of Park Construction

040491

Truck Type: Tri-Axle Quad

Truck Co.: Willis Rosales Truck #: 08 Trailer#: \_\_\_\_\_

Side/Belly Quint

Load/Start Time: 7:15 AM / PM Dump/Stop Time: 3:30 AM / PM Total Truck Hours: 8 1/4

Loads	Material	Plant/Pit	Ticket No.	Tons	Load Time	Dump Time
1	Common	Hastings MS - Superior Pit			7:20	
2	Common	Hastings MS - Superior Pit			8:20	
3	Sand	Superior Pit → HMS		17.15	8:48	
4	Common	HMS → Superior Pit			9:13	
5	Sand	Superior pit → HMS		17.10	9:37	
6	Common	HMS → Superior pit			10:06	
7	Sand	Superior Pit → HMS		17.35	10:30	
8	Common	HMS → Superior Pit			11:03	
9	Sand	Superior pit → HMS		17.30	11:28	
10	Common	HMS → Superior pit			12:00	
11	Sand	Superior pit → HMS		17.10	12:29	
12	Common	HMS → Superior Pit			12:58	
13	Sand	Superior pit → HMS		17.15	1:25	
14	Common	HMS → Superior pit			1:52	
15	Sand	Superior pit → HMS		17.30	2:21	
16	Common	HMS → Superior Pit			2:45	
17	Sand	Superior Pit → HMS		17.05	3:13	
18						
19						
20						
21						

Comments:

Mat'l Dumped in Yard? Yes No (Circle One)

Job No. \_\_\_\_\_

Type of Material: \_\_\_\_\_

Load Amount: 1/4 1/2 3/4 1 (Circle One)

**Park Avenue Trucking Employees Only**

Park Avenue Employee Number: \_\_\_\_\_

Total Trucking Hours From Above: \_\_\_\_\_

Start Mileage: \_\_\_\_\_

Travel Time: + \_\_\_\_\_

End Mileage: \_\_\_\_\_

Down Time: + \_\_\_\_\_

Were you injured on the job today? Yes  No

Pre/Post Trip and Maintenance Time: + \_\_\_\_\_

If Yes, did you report the injury to your Superintendent? Yes  No

Total Man Hours: = \_\_\_\_\_

Engine Start: \_\_\_\_\_ Engine Stop: \_\_\_\_\_

Fuel/Gal: \_\_\_\_\_ State: \_\_\_\_\_

Driver Signature: Alma Rosales

Foreman Signature: [Signature]

Print Name: Alma Rosales

Time: 3:30 AM / PM

Superior Sand & Gravel- Hastings Pit  
Shawn M. 763-486-6966

17680 Michael Avenue  
Hastings, MN 55033

---

Date: 7/28/2022

Ticket #: 14820

Time: 5:07:33 PM

---

DRIVER DELIVERY LOCATION

---

Freight Unit: 0

---

Order:	1891- 22314- Park Construction- Hastings Middle School
Customer:	221- Park Construction
Product:	52126- Dump Clean Compactable Fill
Truck:	19- Park AV
PO #:	22314
Job #:	

---

Gross:		Loads Today: 13
Tare:		Units Today: 208.00
Net:	16.00 Yard	

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WEIGHMASTER

---

CUSTOMER

---

DRIVER

Superior Sand & Gravel- Hastings Pit  
Shawn M. 763-486-6966

17680 Michael Avenue  
Hastings, MN 55033

Date: 7/28/2022

Ticket #: 14826

Time: 5:46:25 PM

DRIVER DELIVERY LOCATION

Freight Unit: 0

Order:	1891- 22314- Park Construction- Hastings Middle School
Customer:	221- Park Construction
Product:	52112- Select Granular Borrow (< 12% #200)
Truck:	19- Park AV
PO #:	22314
Job #:	

	Tons	Pounds	
Gross:		0	loads Today: 7
Tare:		0	Units Today: 134.65
Net:	19.10	38,200	

WEIGHMASTER

CUSTOMER

DRIVER

Superior Sand & Gravel- Hastings Pit  
Shawn M. 763-486-6966

17680 Michael Avenue  
Hastings, MN 55033

---

Date: 7/29/2022

Ticket #: 14946

Time: 1:18:44 PM

---

DRIVER DELIVERY LOCATION

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Freight Unit: 0

---

Order:	1891- 22314- Park Construction- Hastings Middle School
Customer:	221- Park Construction
Product:	52126- Dump Clean Compactable Fill
Truck:	08- Rosaes Trucking
PO #:	22314
Job #:	

---

Gross:		Loads Today: 12
Tare:		Units Today: 168.00
Net:	14.00 Yard	

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WEIGHMASTER

---

CUSTOMER

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DRIVER

Superior Sand & Gravel- Hastings Pit

Shawn M. 763-486-6966

17680 Michael Avenue

Hastings, MN 55033

Date: 7/29/2022

Time: 2:07:35 PM

Ticket #: 14960

DRIVER DELIVERY LOCATION

Freight Unit: 0

Order:	1891- 22314- Park Construction- Hastings Middle School
Customer:	221- Park Construction
Product:	52112- Select Granular Borrow (< 12% #200)
Truck:	08- Rosales Trucking
PO #:	22314
Job #:	

	Tons	Pounds	
Gross:		0	Loads Today: 16
Tare:		0	Units Today: 273 SS
Net:	17.10	34,200	

WEIGHMASTER

CUSTOMER

DRIVER

Superior Sand & Gravel- Hastings Pit

Shawn M. 763-486-6966

17680 Michael Avenue

Hastings, MN 55033

---

Date: 8/1/2022

Time: 3:09:45 PM

Ticket #: 15197

---

DRIVER DELIVERY LOCATION

---

Freight Unit: 0

---

Order:	1891- 22314- Park Construction- Hastings Middle School
Customer:	221 - Park Construction
Product:	52126- Dump Clean Compactable Fill
Truck:	08- Rosales Trucking
PO #:	22314
Job #:	

---

---

Gross:		Loads Today: 18
Tare:		Units Today: 252.00
Net:	14.00 Yard	

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---

WEIGHMASTER

---

CUSTOMER

---

DRIVER

Superior Sand & Gravel- Hastings Pit  
Shawn M. 763-486-6966

17680 Michael Avenue  
Hastings, MN 55033

---

Date: 8/1/2022

Ticket #: 15198

Time: 3:13:06 PM

---

DRIVER DELIVERY LOCATION

---

Freight Unit: 0

---

Order:	1891- 22314- Park Construction- Hastings Middle School
Customer:	221- Park Construction
Product:	52112- Select Granular Borrow (< 12% #200)
Truck:	08- Rosales Trucking
PO #:	22314
Job #:	

---

	Tons	Pounds	
Gross:		0	Loads Today: 16
Tare:		0	Units Today: 272.55
Net:	17.05	34.100	

---

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WEIGHMASTER

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CUSTOMER

---

DRIVER

# MATERIAL TICKET

NO 146877

Date 8-22-22

To Park Concs.

Job# 22314

## Rumpca Excavating, Inc.

10760 Ideal Avenue South

Cottage Grove, MN 55016

Phone (651) 459-3763

3/8", 3/4", 1", 1.5", 2", 2.5", 3", \_\_\_\_\_"

Asphalt Grindings

Dirt (Reg. or Pulv.)

Gravel C/5

Lime Rock (C/5, Clean or Rip Rap)

River Rock (Clean Hard Rock)

Recycled C/5

Sand (Pit, Screen or Mound)

Dumping (Asphalt, Concrete or Fill)

Dumping (Concrete w/rebar)

Other

TONS ~~15~~ YARDS 12  
Driver/Truck # 4  
Pit Stop / AK

initials

# MATERIAL TICKET

Date 8-22-22

NO 146878

To Park (conts.)

Job# 22314

**Rumpca Excavating, Inc.**  
10760 Ideal Avenue South  
Cottage Grove, MN 55016  
Phone (651) 459-3763

3/8", 3/4", 1", 1.5", 2", 2.5", 3", \_\_\_\_\_"

Asphalt Grindings

Dirt (Reg. or Pulv.)

Gravel C/5

Lime Rock (C/5, Clean or Rip Rap)

River Rock (Clean Hard Rock)

Recycled C/5

Sand (Pit, Screen or Mound)

Dumping (Asphalt, Concrete or Fill)

Dumping (Concrete w/rebar)

Other

TONS ~~15~~ YARDS 12  
Driver/Truck # 31  
Pit Shop / 1118  
initials

wk

**MATERIAL TICKET**

NO 132532

Date 8-22-22

To Park Const.

**Rumpca Excavating, Inc.**

10760 Ideal Avenue South

Cottage Grove, MN 55016

Phone (651) 459-3763

Job# \_\_\_\_\_

3/8", 3/4", 1", 1.5", 2", 2.5", 3", \_\_\_\_\_"

Asphalt Grindings

Dirt (Reg. or Pulv.)

Gravel C/5

Lime Rock (C/5, Clean or Rip Rap)

River Rock (Clean Hard Rock)

Recycled C/5

Sand (Pit, Screen or Mound)

Dumping (Asphalt, Concrete or Fill)

Dumping (Concrete w/rebar)

Other

TONS \_\_\_\_\_ YARDS 8

Driver/Truck # 4

Pit shop / 1

initials



# AIA Document G701™ – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Hastings High School 2022 Lighting Replacements (202189) 200 General Sieben Drive Hastings, Minnesota 55033	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: February 28, 2022	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: One (1)  Date: September 20, 2022
<b>OWNER:</b> <i>(Name and address)</i> Independent School District #200 1000 West 11th Street Hastings, Minnesota 55033	<b>ARCHITECT:</b> <i>(Name and address)</i> Wold Architects and Engineers 332 Minnesota Street, Suite W2000 Saint Paul, Minnesota 55101	<b>CONTRACTOR:</b> <i>(Name and address)</i> Neo Electrical Solutions 2180 Jack Breault Drive Hudson, Wisconsin 54016

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

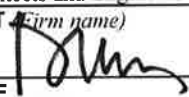
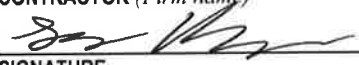
1. Additional T3 Light Fixtures. *Add \$1,849.74*
2. Reframe Openings for D1 Light Fixtures. *Add \$6,160.35*
3. Shared Use of District Dumpster. *Deduct (\$261.43)*

**TOTAL CHANGE ORDER NO. 1 ADD \$7,748.66**

The original Contract Sum was	\$	116,800.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	116,800.00
The Contract Sum will be increased by this Change Order in the amount of	\$	7,748.66
The new Contract Sum including this Change Order will be	\$	124,548.66
The Contract Time will be unchanged by Zero (0) days.		
The new date of Substantial Completion will be		

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

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

Wold Architects and Engineers ARCHITECT <i>(Firm name)</i>	Neo Electrical Solutions CONTRACTOR <i>(Firm name)</i>	Independent School District #200 OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
DOUGLAS KAHL, PROJECT MANAGER PRINTED NAME AND TITLE	Leo Rasmussen, Assistant Project Manager PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
09/20/2022 DATE	9/20/22 DATE	 DATE



## **Change Order**

DATE: 8/9/2022

**To: Wold**

Neo Electrical Solutions, LLC is pleased to offer the following proposal to complete the scopes of work as outlined and shown for Divisions of work noted below for the referenced project. **This Proposal is final and subject to the attached General Terms, Clarifications and Exclusions.**

**Project: Hastings Lighting Replacement**

**Description:**

- T3 Light fixture
- (9) LDN9RV 40/15 LR9AR LSS MVOLT GZ1

**Total Electrical Proposal: \$1,849.74**

Material: \$1,305.00  
Delivery: \$200.00  
Tax: \$103.47  
Markup 15%: \$241.27

If you should have any questions or required additional information, please feel free to contact me anytime at the below listed numbers.

Sincerely,

**Leo Rasmussen**  
Project Manager/Estimator  
Office: 715-808-0463  
Cell: 715-629-0134



## **Change Order**

DATE: 8/12/2022

### **To: Wold**

Neo Electrical Solutions, LLC is pleased to offer the following proposal to complete the scopes of work as outlined and shown for Divisions of work noted below for the referenced project. **This Proposal is final and subject to the attached General Terms, Clarifications and Exclusions.**

### **Project: Hastings Lighting Replacement**

#### **Description:**

- Reframe D1 Light Fixture Openings
- Tape/Paint Light Fixture Openings

#### **Total Electrical Proposal: \$6,160.35**

- Ten steel studs -- \$130.00
- Four sheets of 5/8" drywall -- \$70.00
- One thousand drywall screws -- \$50.00
- Floor and wall protection -- \$120.00
- Shop tools and materials -- \$230.00
- Mobilization \$708.00
- Sixteen man hours @ \$132.00/hr
- Sup/PM time four hours @ \$132.00/hr
- Paint cost -- \$84.00
- Tape cost -- \$15.00
- Drywall mud cost -- \$36.00
- Other materials -- \$120.00
- Labor costs -- \$1,665.00 (12 man hours)
- Markup – 5%



If you should have any questions or required additional information, please feel free to contact me anytime at the below listed numbers.

Sincerely,

**Leo Rasmussen**

Project Manager/Estimator

Office: 715-808-0463

Cell: 715-629-0134



Douglas Kahl <dkahl@woldae.com>

---

## Re: Hastings Lighting Replacement

1 message

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**Cameron Peterson** <cpeterson@isd200.org>

Thu, Sep 15, 2022 at 9:05 AM

To: Fu Xiong <fxiong@woldae.com>

Cc: Leo Rasmussen <leor@neoelectrical.com>, Douglas Kahl <dkahl@woldae.com>, Nick Pieper <npieper@woldae.com>, Sitha Chhum <schhum@woldae.com>

Hi Fu,

Yes, I have a couple of invoices attached for the costs of the dumpster over the summer. There were two dumpsters that had the bulk of the fixtures in them, and we will only charge for half, because we did have some of our materials thrown away as well. Total is 522.86, and half of that is 261.43.

Yes, Neo is welcome to use our lift for the remaining fixtures. If they need the blue lift, it may not work unless they are using the battery pack from the rented lift.

Cam

---

### **Cameron Peterson**

Director of Buildings and Grounds, Hastings Public Schools

651-480-7053 | 641-590-6408 | [cpeterson@isd200.org](mailto:cpeterson@isd200.org)

<http://www.hastings.k12.mn.us/>  
home

[1000 11st West, Hastings, MN 55033](#)

---

On Wed, Sep 14, 2022 at 11:30 AM Fu Xiong <fxiong@woldae.com> wrote:

Hi Leo,

Thank you for following up and updating us on the materials, much appreciated.

Cam,

Do you have a cost for a credit back to the district for the contractor usage of the school's dumpster? Please get that over to us so we could put together a deduct credit PR out for it.

Also, is there a preferred date and time that would work best (after hours or no school days) for the school based on Leo's ETA of materials? I believe T3 and the N1 fixtures could be installed without a lift, but the Nio BT controls will need a lift involved in the atrium area (A lift will need to be coordinated). Could Neo Electric continue to the school's lift or do they need to bring their own? Please let us know what your thoughts are. I also reattach the meeting minutes from our last meeting for your reference. Thank you all.

Sincerely,

**Wold Architects and Engineers**

**Fu Xiong**

[332 Minnesota Street, Suite W2000](#)

Saint Paul, Minnesota 55101

t 651 227 7773 | woldae.com

Comm. No.:

On Wed, Sep 14, 2022 at 10:19 AM Leo Rasmussen <[leor@neoelectrical.com](mailto:leor@neoelectrical.com)> wrote:

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

---

Fu and Cameron,

I haven't heard anything back on the dumpster or a date(s) about when we can get in to finish our work.

I have an update on material I am waiting for.

T3 Fixture: 9/21/2022

Nio BT: 9/30/2022

N1 Fixture: 9/20/2022

The Nio BT unit has been pushed back yet again. This is the new date I was given, hopefully they stand by this one.

Please let me know what you two are thinking on the dumpster and work date situations.

Thank you,



**Leo Rasmussen**

**Assistant Project Manager/Estimator**

**Neo Electrical Solutions**

**2180 Jack Breault Drive**

**Hudson, WI 54016**

WI Office: (715) 808-0463

Cell: (715-629-0134

Fax: (715) 808-0502

Email: [leor@neoelectrical.com](mailto:leor@neoelectrical.com)

Website: [www.neoelectrical.com](http://www.neoelectrical.com)

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11380 Courthouse Blvd  
 Inver Grove Heights MN 55077  
**Customer Service** (952) 941-5174  
 RepublicServices.com/Support

**Account Number** 3-0923-0018953  
**Invoice Number** 0923-005052913  
**Invoice Date** July 25, 2022  
**Previous Balance** \$4,168.99  
**Payments/Adjustments** -\$4,168.99  
**Current Invoice Charges** \$1,347.89

**Important Information**

Generally, you'll have a shorter wait time if you call after Wednesday. With My Republic Services, you can easily pay your bill, schedule a pickup and more. Sign up today at RepublicServices.com/MyAccount

<b>Total Amount Due</b> \$1,347.89	<b>Payment Due Date</b> August 14, 2022
---------------------------------------	--

**PAYMENTS/ADJUSTMENTS**

Description	Reference	Amount
Payment - Thank You 07/14	829043	-\$4,168.99

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
<b>Hastings High School 200 General Sieben Dr CSA A206192534</b>				
<b>Hastings, MN</b>				
<b>1 Waste Container 8 Cu Yd, 3 Lifts Per Week</b>				
Pickup Service 08/01-08/31			\$504.27	\$504.27
<b>Environmental Recovery Fee</b>				\$90.77
<b>Charges</b>				\$595.04
<b>Location Solid Waste Manageme</b>				\$101.16
<b>Location Total</b>				\$696.20
<b>Hastings High School 200 General Sieben Dr CSA CSA061715</b>				
<b>Hastings, MN</b>				
<b>2 Recycle Container 8 Cu Yd, 4 Lifts Per Week</b>				
Recycling Service 08/01-08/31			\$365.08	\$365.08
<b>Environmental Recovery Fee</b>				\$65.71
<b>Location Total</b>				\$430.79
<b>Hastings Hs &lt;t&gt; 40 200 General Sieben Dr PO andrea</b>				
<b>Hastings, MN</b>				
<b>1 Waste Container 40 Cu Yd, On Call Service Dry Waste</b>				
Container Delivery 07/12	Andrea Seleski	1.0000	\$163.00	\$163.00
Receipt Number 21313				
Delivery Discount 07/12	Andrea Seleski	1.0000	-\$3.00	-\$3.00
Receipt Number 21313				
<b>Environmental Recovery Fee</b>				\$28.80
<b>Charges</b>				\$188.80



11380 Courthouse Blvd  
 Inver Grove Heights MN 55077

Please Return This  
 Portion With Payment

**Total Enclosed**

Address Service Requested

HASTINGS HIGH SCHOOL  
 1000 11TH ST W  
 HASTINGS MN 55033-3717

**Total Amount Due** \$1,347.89  
**Payment Due Date** August 14, 2022  
**Account Number** 3-0923-0018953  
**Invoice Number** 0923-005052913

For Billing Address Changes.  
 Check Box and Complete Reverse.

Make Checks Payable To:

REPUBLIC SERVICES #923  
 FOR AWS OF NORTH AMERICA, LLC  
 PO BOX 9001154  
 LOUISVILLE KY 40290-1154



11380 Courthouse Blvd  
Inver Grove Heights MN 55077

Account Number  
Invoice Number  
Invoice Date

3-0923-0018953  
0923-005016539  
June 29, 2022

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
<b>1 Waste Container 40 Cu Yd, On Call Service Dry Waste</b>				
Service Attempt 05/25	Andrea F	1.0000	\$199.50	\$199.50
Receipt Number 99430				
Disposal/Recycling 05/27	1213628	3.3700Tons		\$280.05
Receipt Number 1301				
Pickup Service 05/27	Andrea Selski	1.0000	\$250.00	\$250.00
Receipt Number 1301				
Service Attempt 06/13	Online Request	1.0000	\$199.50	\$199.50
Receipt Number 6218				
Container Removal 06/16	Andrea	1.0000	\$123.42	\$123.42
Receipt Number 10597				
Disposal/Recycling 06/22	1216421	4.0200Tons		\$334.06
Receipt Number 12227				
Pickup Service 06/22	Andrea	1.0000	\$250.00	\$250.00
Receipt Number 12227				
<b>Environmental Recovery Fee</b>				\$294.58
<b>Charges</b>				\$1,931.11
<b>Location Solid Waste Manageme</b>				\$328.29
<b>Location Total</b>				\$2,259.40
<b>Total Environmental Recovery Fee</b>				\$553.09
<b>Total Solid Waste Management Tax</b>				\$543.18
<b>CURRENT INVOICE CHARGES</b>				<b>\$4,168.99</b>

# **AIA** Document G701™ – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Hastings High School Carpet Replacement (222035) 200 General Sieben Drive Hastings, Minnesota 55033	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: May 3, 2022	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: Two (2)  Date: September 15, 2022
<b>OWNER:</b> <i>(Name and address)</i> Independent School District #200 1000 West 11th Street Hastings, Minnesota 55033	<b>ARCHITECT:</b> <i>(Name and address)</i> Wold Architects and Engineers 332 Minnesota Street, Suite W2000 Saint Paul, Minnesota 55101	<b>CONTRACTOR:</b> <i>(Name and address)</i> St. Paul Linoleum and Carpet Co. 2956 Center Court Eagan, Minnesota 55121

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Overtime hours worked at 156 hours at \$31.83/hour. Add \$4,965.48

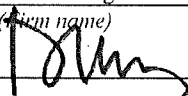
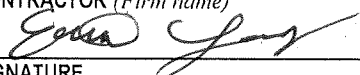
**TOTAL CHANGE ORDER NO. 2 ADD \$4,965.48**

The original Contract Sum was	\$ 436,405.00
The net change by previously authorized Change Orders	\$ -64,670.00
The Contract Sum prior to this Change Order was	\$ 371,735.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 4,965.48
The new Contract Sum including this Change Order will be	\$ 376,700.48

The Contract Time will be unchanged by Zero (0) days.  
 The date of Substantial Completion will be August 29, 2022

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

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

Wold Architects and Engineers ARCHITECT <i>(Firm name)</i> <hr/>  SIGNATURE <hr/> DOUGLAS KAHL, PROJECT MANAGER PRINTED NAME AND TITLE <hr/> 09/19/2022 DATE	St. Paul Linoleum and Carpet Co. CONTRACTOR <i>(Firm name)</i> <hr/>  SIGNATURE <hr/> Erika Loy PM PRINTED NAME AND TITLE <hr/> 9/19/2022 DATE	Independent School District #200 OWNER <i>(Firm name)</i> <hr/> SIGNATURE <hr/> PRINTED NAME AND TITLE <hr/> DATE
--	---	--



# Quotation

2956 CENTER COURT. EAGAN. MN 55121  
651.686.7770 [www.SPLINO.com](http://www.SPLINO.com)

DATE: 9/14/2022

TO: Hastings High School  
COMPANY: ISD 200  
PROJECT NAME: Hastings High School Carpet Replacement  
PR #3

FROM: ERIKA LORY  
PHONE: 651.393.2916  
EMAIL: [ERIKA@SPLINO.COM](mailto:ERIKA@SPLINO.COM)

SCOPE: Add for labor to finish project before 8/29/2022

DESCRIPTION	PRICE
Overtime hours worked	\$ 4,965.48
156 hours at \$31.83/HR	

**TOTAL \$ 4,965.48**

**CLARIFICATIONS:** Except as noted above, pricing is based on flooring surfaces being broom clean at time of installation. Correction of excess moisture, PH and/or removal of any surface substance that may interfere with proper installation is not included. Pricing based on normal working hours, M-F, 7am-3:30pm. Cleaning, protecting and vacuuming not included.



Misica Tang <mtang@woldae.com>

---

## ISD 200: Hastings Carpet Pay App

16 messages

---

**Misica Tang** <mtang@woldae.com>  
To: Erika Lory <erika@splino.com>  
Cc: Douglas Kahl <dkahl@woldae.com>

Mon, Sep 12, 2022 at 11:16 AM

Erika,

We received Pay App #4. It looks like all the retainage is being requested to be released. We typically don't release all the retainage until punchlist items are completed, we receive the punch list, and we get the closeout submittals per the spec.

Would you like to revise the pay app, or could we hold it until next month for review? Let us know what you think, thanks.

Sincerely,

**Wold Architects and Engineers**

**Misica Tang**

332 Minnesota Street, Suite W2000

Saint Paul, Minnesota 55101

**t** 651 227 7773 | woldae.com

Comm. No.:

---

**Erika Lory** <erika@splino.com>  
To: Misica Tang <mtang@woldae.com>  
Cc: Douglas Kahl <dkahl@woldae.com>

Mon, Sep 12, 2022 at 12:06 PM

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

You can hold off until next month, no worries! Do you want me to get going with the close out materials?

Erika Lory

Project Manager



St. Paul Linoleum & Carpet Co. | 2956 Center Court Eagan, MN 55121

Direct: 651.393.2916 | Mobile: 651.253.3136 | Main: 651.686.7770

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CONFIDENTIALITY NOTICE: This email transmission and any file attachments may contain confidential information intended solely for the use of the individual or entity to whom it is addressed. If you have received this email message in error, please notify the sender and delete this email from your system. If you are not the intended recipient, you may not disclose, copy, or distribute the contents of this email.

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**From:** Misica Tang <mtang@woldae.com>  
**Sent:** Monday, September 12, 2022 11:16 AM  
**To:** Erika Lory <erika@splino.com>  
**Cc:** Douglas Kahl <dkahl@woldae.com>  
**Subject:** ISD 200: Hastings Carpet Pay App

This message was sent from outside of the organization. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

[Quoted text hidden]

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**Misica Tang** <mtang@woldae.com>  
To: Erika Lory <erika@splino.com>  
Cc: Douglas Kahl <dkahl@woldae.com>

Mon, Sep 12, 2022 at 12:56 PM

Sounds good, we will wait until next month. If you can start working on and submitting the O&Ms, warranties, etc, that would be great. Thanks.

Sincerely,

**Wold Architects and Engineers**

**Misica Tang**

332 Minnesota Street, Suite W2000

Saint Paul, Minnesota 55101

**t** 651 227 7773 | woldae.com

Comm. No.:

[Quoted text hidden]

---

**Erika Lory** <erika@splino.com>  
To: Misica Tang <mtang@woldae.com>  
Cc: Douglas Kahl <dkahl@woldae.com>

Mon, Sep 12, 2022 at 3:08 PM

I will send it over tomorrow. I also attached the finalized OT hours. Let me know if you have questions.

Thanks!

[Quoted text hidden]

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 **Hastings High School 2022 PR 3 FINAL.pdf**  
38K

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**Misica Tang** <mtang@woldae.com>  
To: Erika Lory <erika@splino.com>  
Cc: Douglas Kahl <dkahl@woldae.com>

Mon, Sep 12, 2022 at 3:59 PM

Thanks Erika. For these overtime hours - can you please provide the sign off documentations for each day and the breakdown of hours and cost that got to the total cost? Thanks.

[Quoted text hidden]

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[Quoted text hidden]

---

**Douglas Kahl** <dkahl@woldae.com>  
To: Misica Tang <mtang@woldae.com>  
Cc: Erika Lory <erika@splino.com>

Mon, Sep 12, 2022 at 8:16 PM

Erika:

We will also get our typical closeout letter prepared and sent out. What was the date of substantial completion? Thanks.

## **Wold Architects and Engineers**

**Douglas Kahl | AIA**  
Associate

332 Minnesota Street, Suite W2000  
Saint Paul, Minnesota 55101

**t** 651 227 7773 | woldae.com

Comm No:

[Quoted text hidden]

**Erika Lory** <erika@splino.com>  
To: Douglas Kahl <dkahl@woldae.com>, Misica Tang <mtang@woldae.com>

Tue, Sep 13, 2022 at 9:30 AM

I believe we completed the final punch list on Friday 9/9

[Quoted text hidden]

---

**Erika Lory** <erika@splino.com>  
To: Misica Tang <mtang@woldae.com>  
Cc: Douglas Kahl <dkahl@woldae.com>

Tue, Sep 13, 2022 at 10:01 AM

Misica,

From the conversation with the district, we weren't going to track the hours because we would have so many bodies out there, we just need to let the district know ahead of time that we would be out there. Below is the breakdown:

REG HOUR	OT HOUR	DELTA	
\$ 88.13	\$ 119.96	\$ 31.83	
7/30/2022			
11 INSTALLERS FOR 6.5 HOURS	11*8 =	88 HOURS	\$ 2,801.04
8/6/2022	13*8 =	104 HOURS	\$ 3,310.32
13 INSTALLERS FOR 6.5 HOURS			
			\$ 6,111.36

[Quoted text hidden]

---

**Misica Tang** <mtang@woldae.com>  
To: Erika Lory <erika@splino.com>  
Cc: Douglas Kahl <dkahl@woldae.com>

Wed, Sep 14, 2022 at 12:32 PM

Erika,

Thank you. This helps. If the 11 and 13 installers worked for 6.5 hours, wouldn't it be charged 6.5-7 hours instead of 8?

Sincerely,

**Wold Architects and Engineers**

**Misica Tang**

332 Minnesota Street, Suite W2000

Saint Paul, Minnesota 55101

t 651 227 7773 | woldae.com

Comm. No.:

[Quoted text hidden]

**Erika Lory** <erika@splino.com>  
To: Misica Tang <mtang@woldae.com>  
Cc: Douglas Kahl <dkahl@woldae.com>

Wed, Sep 14, 2022 at 1:07 PM

Shoot! Sorry, I clearly was not thinking when I did this. I will adjust and resend! Thanks for catching!

[Quoted text hidden]

**Erika Lory** <erika@splino.com>  
To: Misica Tang <mtang@woldae.com>  
Cc: Douglas Kahl <dkahl@woldae.com>

Wed, Sep 14, 2022 at 1:10 PM

I think this is better!

REG HOUR	OT HOUR	DELTA	
\$ 88.13	\$ 119.96	\$ 31.83	
7/30/2022			
11 INSTALLERS FOR 6.5 HOURS	11*6.5 =	71.5 HOURS	\$ 2,243.67
8/6/2022	13*6.5 =	84.5 HOURS	\$ 2,689.64
13 INSTALLERS			

FOR 6.5 HOURS			
			\$ 4,933.31

[Quoted text hidden]

**Misica Tang** <mtang@woldae.com>  
 To: Erika Lory <erika@splino.com>  
 Cc: Douglas Kahl <dkahl@woldae.com>

Wed, Sep 14, 2022 at 1:18 PM

Erika,

Just want to double check the math below.

$$71.5 \text{ hours} * \$31.83 = \$2,275.85$$

$$\$2,275.85 + \$2,689.64 = \$4,965.49$$

If the above math is correct on your end, can you please revise your change order quote cover sheet? Thanks!

Sincerely,

**Wold Architects and Engineers**

**Misica Tang**

332 Minnesota Street, Suite W2000  
 Saint Paul, Minnesota 55101

**t** 651 227 7773 | woldae.com

Comm. No.:

[Quoted text hidden]

**Erika Lory** <erika@splino.com>  
 To: Misica Tang <mtang@woldae.com>  
 Cc: Douglas Kahl <dkahl@woldae.com>

Wed, Sep 14, 2022 at 1:41 PM

Here you go!

[Quoted text hidden]

 **Hastings High School 2022 PR 3 FINAL.pdf**  
 39K

**Misica Tang** <mtang@woldae.com>  
 To: Erika Lory <erika@splino.com>

Wed, Sep 14, 2022 at 1:49 PM

Cc: Douglas Kahl <dkahl@woldae.com>

Thanks! I'll work on the change order.

Sincerely,

**Wold Architects and Engineers**

**Misica Tang**

332 Minnesota Street, Suite W2000

Saint Paul, Minnesota 55101

**t** 651 227 7773 | woldae.com

Comm. No.:

[Quoted text hidden]

---

**Misica Tang** <mtang@woldae.com>  
To: Douglas Kahl <dkahl@woldae.com>

Wed, Sep 14, 2022 at 1:50 PM

FYI - I just got off the phone with Cam and he said this is acceptable. We both thought it was going to be higher. He even said he was happy with this project and the outcome after worrying at the beginning of the project.

Sincerely,

**Wold Architects and Engineers**

**Misica Tang**

332 Minnesota Street, Suite W2000

Saint Paul, Minnesota 55101

**t** 651 227 7773 | woldae.com

Comm. No.:

[Quoted text hidden]



# AIA<sup>®</sup> Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
Hastings High School Athletic Locker  
Room Privacy (212254)  
200 General Sieben Drive  
Hastings, Minnesota 55033

**CONTRACT INFORMATION:**  
Contract For: General Construction  
  
Date: March 25, 2022

**CHANGE ORDER INFORMATION:**  
Change Order Number: Two (2)  
  
Date: September 20, 2022

**OWNER:** *(Name and address)*  
Independent School District #200  
1000 West 11th Street  
Hastings, Minnesota 55033

**ARCHITECT:** *(Name and address)*  
Wold Architects and Engineers  
332 Minnesota Street, Suite W2000  
Saint Paul, Minnesota 55101

**CONTRACTOR:** *(Name and address)*  
Derau Construction  
1407 East Cliff Road  
Burnsville, Minnesota 55337

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

- GCPR #02: Shower Benches Per Plan Review. Add \$5,761.00
- GCPR #03: Access Panels (2) At Ceiling. Add \$1,188.00
- GCPR #04: Shower Pans Per Plumbing Inspector. Add \$4,947.00
- GCPR #05: Fire Strobes. Add \$3,382.00

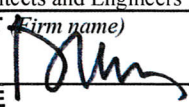
**TOTAL CHANGE ORDER NO. 2 ADD \$15,278.00**


The original Contract Sum was	\$ 275,000.00
The net change by previously authorized Change Orders	\$ 2,766.00
The Contract Sum prior to this Change Order was	\$ 277,766.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 15,278.00
The new Contract Sum including this Change Order will be	\$ 293,044.00

The Contract Time will be unchanged by Zero (0) days.  
The date of Substantial Completion will be August 12, 2022

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

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

Wold Architects and Engineers  
 ARCHITECT *(Firm name)*  
  
 SIGNATURE  
 DOUGLAS KAHL, PROJECT MANAGER  
 PRINTED NAME AND TITLE  
 09/20/2022  
 DATE

Derau Construction  
 CONTRACTOR *(Firm name)*  
  
 SIGNATURE  
 Pat Rarch, President  
 PRINTED NAME AND TITLE  
 9/20/2022  
 DATE

Independent School District #200  
 OWNER *(Firm name)*  
 SIGNATURE  
 PRINTED NAME AND TITLE  
 DATE

## Change proposal pricing worksheet

Date: 7/21/2022  
 Contractor: Derau Construction, LLC.  
 Project: Hastings High School - Locker Remodel  
 Location: Hastings, MN

Description: **Plan review changes per PR #1 issued.  
 Add (4) shower benches**

**GCPR #: 2**

Description	Quantity	Labor Rate	Labor Sub-total	FICA Taxes 23%	Support & Burden 28%	OH & P 10%	Total
<b>Labor</b>							
Working Foreman	2 hrs	\$95.00	\$190.00	\$43.70	\$53.20	\$28.69	\$316

	Quantity	Unit	Unit Price	M/ E/ S Sub-total	7.775% Sales Tax	Equipment Sub	OH & P 10%	Total
<b>Materials/ Equipment/ Sub</b>								
Toilet Accessories			\$3,678	\$3,678.00	\$0.00		\$367.80	\$4,046
add (4) Shower benches	12 hrs		\$85	\$1,020.00	\$0.00		\$102.00	\$1,122

Add days of construction due to added item.  
 0 days

Sub Total	\$5,483
2% Insurance	\$110
3% Bond Cost	\$168
Grand Total	\$5,761

## Change proposal pricing worksheet

Date: 7/29/2022  
 Contractor: Derau Construction, LLC.  
 Project: Hastings High School - Locker Remodel  
 Location: Hastings, MN

Description: **Provide (2) new access panels at restroom showers so each has access to above ceilings. JL industries model TM 24" x 24" non-rated door with flush panel door and 5 - Pin cylynder cam lock installed.**

**GCPR #: 3**

Description	Quantity	Labor Rate	Labor Sub-total	FICA Taxes 23%	Support & Burden 28%	OH & P 10%	Total
<b>Labor</b>							
Working Foreman	1 hrs	\$95.00	\$95.00	\$21.85	\$26.60	\$14.35	\$158

	Quantity	Unit	Unit Price	M/ E/ S Sub-total	7.775% Sales Tax	Equipment Sub	OH & P 10%	Total
<b>Materials/ Equipment/ Sub</b>								
Metal Framing for access panels	2	hrs	\$85.00	\$170.00	\$0.00		\$17.00	\$187
Access panels material	2	ea	\$175	\$350.00	\$27.21		\$35.00	\$412
Labor to install (2) access panels	4	hrs	\$85.00	\$340.00	\$0.00		\$34.00	\$374

Add days of construction due to added item.  
 0 days

Sub Total	\$1,131
2% Insurance	\$23
3% Bond Cost	\$35
<b>Grand Total</b>	<b>\$1,188</b>

## Change proposal pricing worksheet

Date: 7/29/2022  
 Contractor: Derau Construction, LLC.  
 Project: Hastings High School - Locker Remodel  
 Location: Hastings, MN

Description: **Complete detail per PR #2 concrete sloping base slab, waterproofing, flood test and concrete topping slab.**

**GCPR #: 4**

Description	Quantity	Labor Rate	Labor Sub-total	FICA Taxes 23%	Support & Burden 28%	OH & P 10%	Total
<b>Labor</b>							
Working Foreman	4 hrs	\$95.00	\$380.00	\$87.40	\$106.40	\$57.38	\$631

	Quantity	Unit	Unit Price	M/ E/ S Sub-total	7.775% Sales Tax	Equipment Sub	OH & P 10%	Total
<b>Materials/ Equipment/ Sub</b>								
Concrete sloping base	8	hrs	\$85.00	\$680.00	\$0.00	\$0.00	\$68.00	\$748
Concrete sloping base	6	bags	\$50.00	\$300.00	\$23.33	\$0.00	\$32.33	\$356
Waterproofing			\$1,700	\$1,700.00	\$0.00	\$0.00	\$170.00	\$1,870
Concrete sloping Topping slab	8	hrs	\$85.00	\$680.00	\$0.00	\$0.00	\$68.00	\$748
Concrete sloping Topping slab	6	bags	\$50.00	\$300.00	\$23.33	\$0.00	\$32.33	\$356

Add days of construction due to added item.  
 0 days

Sub Total	\$4,708
2% Insurance	\$94
3% Bond Cost	\$144
<b>Grand Total</b>	<b>\$4,947</b>

## Change proposal pricing worksheet

Date: 8/31/2022  
 Contractor: Derau Construction, LLC.  
 Project: Hastings High School - Locker Remodel  
 Location: Hastings, MN

Description: **Complete firing alarm horn strobe installations at (4) restrooms.**

**GCPR #: 5**

Description	Quantity	Labor Rate	Labor Sub-total	FICA Taxes 23%	Support & Burden 28%	OH & P 10%	Total
<b>Labor</b>							
Working Foreman	4 hrs	\$95.00	\$380.00	\$87.40	\$106.40	\$57.38	\$631

Materials/ Equipment/ Sub	Quantity	Unit Price	M/ E/ S Sub-total	7.775% Sales Tax	Equipment Sub	OH & P 10%	Total
<b>Materials/ Equipment/ Sub</b>							
Electrical		\$2,353.00	\$2,353.00	\$0.00	\$0.00	\$235.30	\$2,588

Add days of construction due to added item.  
 0 days

Sub Total	\$3,219
2% Insurance	\$64
3% Bond Cost	\$99
<b>Grand Total</b>	<b>\$3,382</b>

Add NAC panel if needed to support system. Add: \$ 4,038



# AIA<sup>®</sup>

# Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
 Hastings High School  
 200 General Sieben Drive  
 Hastings, Minnesota 55033  
 Commission No. 202188

**CONTRACT INFORMATION:**  
 Contract For: General Construction  
  
 Date: January 27, 2022

**CHANGE ORDER INFORMATION:**  
 Change Order Number: Three (3)  
  
 Date: September 19, 2022

**OWNER:** *(Name and address)*  
 Independent School District #200  
 1000 West 11th Street  
 Hastings, Minnesota 55033

**ARCHITECT:** *(Name and address)*  
 Wold Architects and Engineers  
 332 Minnesota Street, Suite W2000  
 Saint Paul, Minnesota 55101

**CONTRACTOR:** *(Name and address)*  
 Jt Egner Construction  
 17595 Kenwood Trail, Suite 250  
 Lakeville, Minnesota 55044

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

COR #09: Fire Caulking Existing Structure. *Add \$949.88*

COR #10: Additional Access Panels. *Add \$618.00*

**TOTAL CHANGE ORDER NO. 3 ADD \$1,567.88**

The original Contract Sum was	\$ 568,149.00
The net change by previously authorized Change Orders	\$ 5,075.50
The Contract Sum prior to this Change Order was	\$ 573,224.50
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,597.88
The new Contract Sum including this Change Order will be	\$ 574,822.38

The Contract Time will be unchanged by Zero (0) days.

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

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

Wold Architects and Engineers  
\_\_\_\_\_  
**ARCHITECT** *(Firm name)*

Jt Egner Construction  
\_\_\_\_\_  
**CONTRACTOR** *(Firm name)*

Independent School District #200  
\_\_\_\_\_  
**OWNER** *(Firm name)*

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

DOUGLAS KAHL, PROJECT MANAGER  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

Mark Lutz, Project Manager  
\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

09/19/2022  
\_\_\_\_\_  
**DATE**

9/19/22  
\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**



**Hastings HS Privacy Improvements  
Request for Change Order #9**

8/18/2022

**Request Description: Fire Caulking/Fire Proofing Existing Conditions**

Description	Labor Unit Cost	Sub/Matl Unit Cost	Total
JT Egner - Fire Proofing			375.00
Cal Tex Electric - Fire Caulk			230.53
Keith Pumper Plumbing - Fire Caulk			258.00
JT Egner Fee			86.35

**SUBTOTAL** 949.88

General Conditions

Contingency

Builder's Risk Insurance

Performance Bond

-

**SUBTOTAL** 949.88

**Contract Amount To Be Increased By:** 949.88

**Approval Signatures**

**Owner Signature and Date:**

\_\_\_\_\_

**Construction Manager Signature and Date:**

\_\_\_\_\_



**JT EGNER**  
CONSTRUCTION

**Hastings HS Privacy Improvements**

**Request for Change Order #10**

8/18/2022

**Request Description: Added Access Panels Not on Plan**

Description	Labor Unit Cost	Sub/Matl Unit Cost	Total
JT Egner - Material Purchase			562.25
JT Egner Fee			55.75

<b>SUBTOTAL</b>	618.00
General Conditions	
Contingency	
Builder's Risk Insurance	
Performance Bond	-
<b>SUBTOTAL</b>	618.00

**Contract Amount To Be Increased By:** 618.00

**Approval Signatures**

**Owner Signature and Date:**

\_\_\_\_\_

**Construction Manager Signature and Date:**

\_\_\_\_\_



# AIA<sup>®</sup>

# Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
 Hastings High School  
 200 General Sieben Drive  
 Hastings, Minnesota 55033  
 Commission No. 202188

**CONTRACT INFORMATION:**  
 Contract For: General Construction

**CHANGE ORDER INFORMATION:**  
 Change Order Number: Four (4)

Date: January 27, 2022

Date: September 20, 2022

**OWNER:** *(Name and address)*  
 Independent School District #200  
 1000 West 11th Street  
 Hastings, Minnesota 55033

**ARCHITECT:** *(Name and address)*  
 Wold Architects and Engineers  
 332 Minnesota Street, Suite W2000  
 Saint Paul, Minnesota 55101

**CONTRACTOR:** *(Name and address)*  
 Jt Egner Construction  
 17595 Kenwood Trail, Suite 250  
 Lakeville, Minnesota 55044

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

COR #11: Drain pans per plumbing inspector. Add \$1,922.80

**TOTAL CHANGE ORDER NO. 4 ADD \$1,922.80**

The original Contract Sum was	\$	568,149.00
The net change by previously authorized Change Orders	\$	6,673.38
The Contract Sum prior to this Change Order was	\$	574,822.38
The Contract Sum will be increased by this Change Order in the amount of	\$	1,922.80
The new Contract Sum including this Change Order will be	\$	576,745.18

The Contract Time will be unchanged by Zero (0) days.  
 The new date of Substantial Completion will be

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

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

Wold Architects and Engineers  
 ARCHITECT *(Firm name)*

Jt Egner Construction  
 CONTRACTOR *(Firm name)*

Independent School District #200  
 OWNER *(Firm name)*

  
 SIGNATURE

  
 SIGNATURE

\_\_\_\_\_  
 SIGNATURE

DOUGLAS KAHL, PROJECT MANAGER  
 PRINTED NAME AND TITLE

Mark Lutz, Project Manager  
 PRINTED NAME AND TITLE

\_\_\_\_\_  
 PRINTED NAME AND TITLE

09/20/2022  
 DATE

9/21/22  
 DATE

\_\_\_\_\_  
 DATE



**JT EGNER**  
CONSTRUCTION

**Hastings HS Privacy Improvements**

**Request for Change Order #11**

9/1/2022

**Request Description: Drain Pans Under Plumbing Waste Lines**

Description	Labor Unit Cost	Sub/Matl Unit Cost	Total
Keith Pumper Plumbing			1,748.00
JT Egnier Fee			174.80

<b>SUBTOTAL</b>	1,922.80
General Conditions	
Contingency	
Builder's Risk Insurance	
Performance Bond	-
<b>SUBTOTAL</b>	1,922.80

**Contract Amount To Be Increased By:** 1,922.80

**Approval Signatures**

**Owner Signature and Date:**

\_\_\_\_\_

**Construction Manager Signature and Date:**

\_\_\_\_\_



JT EGNER  
LAKEVILLE, MN 55044

DATE: AUGUST 31, 2022

PROJECT: HASTINGS H.S. PRIVACY WORK

CHANGE ORDER REQUEST

RE: PANS UNDER PLUMBING DRAINS IN KITCHEN AREA

MATERIALS - \$278.00

LABOR – 14 HOURS @ \$105.00 EA. - \$1,470.00

TOTAL CHANGE ORDER REQUEST - \$1,748.00

**HR PERSONNEL REPORT**

**Board Meeting Date:**

**9/28/2022**

**RETIREMENT/RESIGNATION/TERMINATION**

<b>NAME</b>	<b>STATUS</b>	<b>ASSIGNMENT</b>	<b>EMPLOYEE GROUP</b>	<b>EFFECTIVE DATE</b>
Baldwin, Dana	Resignation	Paraprofessional; 5.75 Hours / Day Hastings Middle School	ED MN ESP	June 9, 2022
Boudreau, Janice	Resignation	Recess / Lunch Aide; 2.5 Hours / Day Kennedy Elementary	Paraprofessional	September 29, 2022
Eliason, Austin	Resignation	Boys C Squad Basketball Coach; Seasonal Position Hastings High School	N/A	September 16, 2022
Gable, Kristen	Resignation	Paraprofessional; 5.75 Hours / Day Hastings Middle School	ED MN ESP	June 9, 2022
Johnson, Khendra	Resignation	Art Teacher; 1.0 FTE Hastings Middle School & Hastings High School	Ed MN - Teachers	June 10, 2022
McCaffrey, April	Resignation	Title One Assistant; 4 Hours / Day McAuliffe Elementary	Paraprofessional	September 27, 2022
Pfeffer, Derrick	Resignation	Baseball Coach; Seasonal Position Hastings High School	N/A	September 19, 2022
Trembath, Linnzi	Resignation	SAC Assistant; 2.25 Hours / Day McAuliffe Elementary	Comm Ed Para	September 16, 2022
Welter, Leanna	Resignation	Paraprofessional; 5.75 Hours / Day Hastings Middle School	ED MN ESP	June 9, 2022
Young-Loesch, Shirley	Retirement	Paraprofessional; 6.25 Hours / Day Tilden	ED MN ESP	June 9, 2022

**HIRES**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>SALARY PLACEMENT/HOURLY RATE</b>	<b>EMPLOYEE GROUP</b>	<b>EFFECTIVE DATE</b>
Borner, Jeremy	Custodian; 8 Hours / Day Pinecrest Elementary	\$17.84 / Hour	Custodian	September 30, 2022
Botz, Staci	SAC Assistant; 3.25 Hours / Day District Wide	\$15.05 / Hour	Comm Ed Para	September 1, 2022
Friedges, Kori	Paraprofessional; 5.75 Hours / Day Hastings High School	\$17.84 / Hour	ED MN ESP	September 6, 2022
Ginther, Kim	Lunch / Recess Aide; 2.5 Hours / Day Pinecrest Elementary	\$15.05 / Hour	ED MN ESP	September 6, 2022
Holmberg, Rebeka	Paraprofessional; 5.75 Hours / Day Hastings High School	\$17.84 / Hour	ED MN ESP	September 6, 2022
Human, Grace	Grade 7 & 8 Science Teacher; 1.0 FTE Hastings Middle School	\$44,237 / Year	Ed MN - Teachers	August 25, 2022
Linnell, Karen	Paraprofessional; 5.75 Hours / Day Hastings Middle School	\$17.84 / Hour	ED MN ESP	September 26, 2022

Matsch, Jason	Grade 7 & 8 Language Arts Teacher; .8 FTE Hastings Middle School	\$44,237 / Year	Ed MN - Teachers	August 25, 2022
Nieder Korn, Rose	Paraprofessional; 5.75 Hours / Day Hastings Middle School	\$17.84 / Hour	ED MN ESP	September 12, 2022
Nordeng, Christianna	Floating Daily Sub; 8 Hours / Day Hastings Middle School	\$200 / Day	N/A	September 6, 2022
Oviatt, Jessica	Paraprofessional; 5.75 Hours / Day Hastings High School	\$17.84 / Hour	ED MN ESP	September 7, 2022
Propst, Rachel	LPN; 650.25 Hours / Year Hastings Middle School	\$23.22 / Hour	Health Services	August 29, 2022
Rutherford, Sarah	Substitute Music Teacher; 31- 85 Days Pinecrest Elementary	\$240.42 / Day	N/A	September 1, 2022
Ruud, Searra	Paraprofessional; 5.75 Hours / Day Hastings High School	\$17.84 / Hour	ED MN ESP	August 31, 2022
Schweiger, Ashlee	SAC Assistant; 3.75 Hours / Day District Wide	\$15.05 / Hour	Comm Ed Para	September 1, 2022
Siebenaler, Natalie	SAC Assistant; 4.25 Hours / Day District Wide	\$15.05 / Hour	Comm Ed Para	September 13, 2022
Sokolowski, Destiny	Paraprofessional; 5.75 Hours / Day Pinecrest Elementary	\$17.84 / Hour	ED MN ESP	September 12, 2022
Staus, Donna	Cook; 5.75 Hours / Day Kennedy Elementary	\$15.05 / Hour	Food Service	August 19, 2022
Trembath, Linnzi	Paraprofessional; 5.75 Hours / Day Hastings Middle School	\$17.84 / Hour	ED MN ESP	September 19, 2022
Weess, Nathan	Substitute Grade 5 Teacher; 31- 85 Days Hastings Middle School	\$240.42 / Day	N/A	September 6, 2022
Winsor, Samantha	Reading Intervention Teacher; 1.0 FTE Hastings Middle School	\$56,955 / Year (Updated Salary)	Ed MN - Teachers	August 25, 2022
Winter, Elizabeth	Cook; 5.75 Hours / Day McAuliffe Elementary	\$15.05 / Hour	Food Service	October 10, 2022
Wisniewski, Felicia	Paraprofessional; 6.25 Hours / Day Pinecrest Elementary	\$17.84 / Hour	ED MN ESP	September 6, 2022
Wojcik, Megan	Non Public Nurse; 5 Hours / Day District Wide	\$33.68 / Hour	Health Services	August 21, 2022

**LEAVE APPROVAL**

<b>NAME</b>	<b>STATUS</b>	<b>ASSIGNMENT</b>	<b>EMPLOYEE GROUP</b>	<b>EFFECTIVE DATE(S)</b>
Biscoe, Sandy	Approved	Art Teacher; 1.0 FTE Pinecrest Elementary	Ed MN- Teachers	September 22, 2022 - June 9, 2023
Gustafson, Jill	Approved	Special Education Teacher; 1.0 FTE Tilden	Ed MN- Teachers	September 29, 2022 - October 28, 2022

Jaeger, Kari	Approved	English Teacher; 1.0 FTE Hastings High School	Ed MN- Teachers	September 29, 2022 - October 13, 2022
King, Char	Approved	Paraprofessional; 6.25 Hours / Day Hastings Middle School	ED MN ESP	September 20, 2022 - November 8, 2022
Munson, Hannah	Approved	Grade 3 Teacher; 1.0 FTE McAulliffe Elementary	Ed MN- Teachers	September 29, 2022 - January 3, 2023 (Anticipated Dates)
Sporre, Steven	Approved	Grade 3 Teacher; 1.0 FTE Kennedy Elementary	Ed MN- Teachers	October 19, 2022 - October 31, 2022

**ASSIGNMENT CHANGES**

<b>NAME</b>	<b>FROM</b>	<b>TO</b>	<b>EMPLOYEE GROUP</b>	<b>EFFECTIVE DATE(S)</b>
Cowan, Racheal	Speech Pathologist; .5 FTE Tilden	Speech Pathologist; .7 FTE Tilden	Ed MN - Teachers	August 25, 2022
Greeder, Celeste	SAC Assistant; 5.75 Hours / Day Tilden	Lead SAC Assistant; 6.5 Hours / Day McAulliffe Elementary	Comm Ed Para	August 31, 2022
Halfen, Susan	Paraprofessional; 5.75 Hours / Day Pinecrest Elementary	Paraprofessional; 6.25 Hours / Day Pinecrest Elementary	ED MN ESP	September 8, 2022
Latch, Megan	School Counselor; 194 Days / Year Hastings Middle School	School Counselor; 202 Days / Year Hastings Middle School	Ed MN - Teachers	July 1, 2022 - June 30, 2023
Parmeter, Hope	Paraprofessional; 5.75 Hours / Day Pinecrest Elementary	Paraprofessional; 6.25 Hours / Day Pinecrest Elementary	ED MN ESP	September 8, 2022
Rademacher, Ellen	School Counselor; 202 Days / Year Hastings Middle School	School Counselor; 194 Days / Year Hastings Middle School	Ed MN- Teachers	August 29, 2022
Reuter, Kathleen	Paraprofessional; 6.5 Hours / Day Hastings Middle School	Paraprofessional; 7.5 Hours / Day Hastings Middle School	ED MN ESP	September 6, 2022



## **404 EMPLOYMENT BACKGROUND CHECKS**

### **I. PURPOSE**

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district and on all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, or such other background checks as provided by this policy. The school district may also elect to do background checks of other volunteers, independent contractors, and student employees in the school district.

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

- A. The school district shall require that applicants for school district positions who receive an offer of employment and all individuals, except enrolled Hastings High School student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, submit to a criminal history background check. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district.
- B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees, applicants, or service providers without the consent of such individuals.
- C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, service providers, independent contractors, and student employees.

### **III. PROCEDURES**

- A. Normally an individual will not commence employment or provide services until the school district receives the results of the criminal history background check. In emergency situations, the superintendent, may conditionally hire an applicant or allow an individual to provide services pending completion of the background check but the individual shall be notified that the individual's employment or

opportunity to provide services may be terminated based on the result of the background check. Background checks will be performed by the Minnesota Bureau of Criminal Apprehension (BCA). The BCA shall conduct the background check by retrieving criminal history data as defined in [Minnesota Statutes section ~~Minn. Stat. §~~](#)

13.87. The school district reserves the right to also have criminal history background checks conducted by other organizations or agencies.

- B. In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services to the school district, except for an enrolled student volunteer, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide a money order or check payable to either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost to the BCA and the school district of conducting the criminal history background check. The cost of the criminal history background check is the responsibility of the individual, unless the school district decides to pay the costs for a volunteer, an independent contractor, or a student employee. If the individual fails to provide the school district with a signed Informed Consent Form and fee at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.
- C. [The School District, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the Minnesota Professional Educator Licensing and Standards Board or the Minnesota Commissioner of Education within the 12 months preceding an offer of employment or permission to provide services.](#)
- D. [The school district may sue the results of a criminal background check conducted at the request of another school hiring authority if:](#)
  - 1. [the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;](#)
  - 2. [the other school hiring authority conducted a criminal background check within the previous 12 months;](#)
  - 3. [the individual executes a written consent form giving the school district access to the results of the check; and](#)
  - 4. [there is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the individual for employment or provision of services.](#)
- E. For all nonstate residents who are offered employment with or the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and from the

government agency performing the same function in the resident state or, if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district. Such individuals must provide an executed criminal history consent form.~~When out of state residents are offered employment with, or the opportunity to provide athletic coaching services or other extracurricular academic coaching services, to the school district, the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and from the government agency performing the same function in the resident state or, if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district. Such individuals must provide an executed criminal history consent form.~~

- F. When required, individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.
  
- G. Copies of this policy shall be available in the school district's employment office and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services in the position posting and position advertisements.

- H. The individual will be informed of the results of the criminal background check(s) to the extent required by law.
- I. If the criminal history background check precludes employment with, or provision of services to, the school district, the individual will be so advised.
- J. The school district may apply these procedures to other volunteers, independent contractors, or student employees.
- K. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication. A form notice for this purpose is included with this policy.

#### IV. CRIMINAL HISTORY CONSENT FORM

A form to obtain consent for a criminal history background check is included with this policy.

**Legal References:** Minn. Stat. § 13.04, Subd. 4 (Rights of Subjects of ~~Data Inaccurate or Incomplete Data~~ **Data**)  
 Minn. Stat. § 13.87, Subd. 1 (Criminal ~~Justice~~ **History** Data)  
 Minn. Stat. § 123B.03 (Background Check)  
 Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child, Elder, and Individuals with Disabilities Protection Background Check Act)  
 Minn. Stat. § 364.09(b) (Exception for School Districts)

**Cross References:** None

*Policy Reviewed:* 08.11.2022  
*Policy Adopted:* 10.23.2019  
*Policy Revised:* ¶  
~~Adopted: 10/23/2019~~



## **508 EXTENDED SCHOOL YEAR FOR CERTAIN STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS**

### **I. PURPOSE**

The purpose of this policy is to ensure that the school district complies with the overall requirements of law as mandated for students with special education needs who are eligible for an individualized education plan (IEP) when necessary to provide a free appropriate public education (FAPE).

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

#### **A. Extended School Year Services Must Be Available to Provide a FAPE.**

The school district shall provide extended school year (ESY) services to a student who is on an IEP, if the student's IEP team determines the services are necessary during a break in instruction in order to provide a FAPE.

#### **B. Extended School Year Determination.**

At least annually, the IEP team must determine that a student is in need of ESY services if the student meets any of the following conditions:

1. There will be significant regression of a skill or acquired knowledge from the student's level of performance on an annual goal that requires more than the length of the break in instruction to recoup, unless the IEP team determines a shorter time for recoupment is more appropriate; OR
2. Services are necessary for the student to attain and maintain self-sufficiency because of the critical nature of the skill addressed by an annual goal, the student's age and level of development, and the timeliness for teaching the skill; OR
3. The IEP team otherwise determines, given the student's unique needs, that ESY services are necessary to ensure the pupil receives a FAPE.

#### **C. Required Factors Schools Must Consider in Making ESY Determinations.**

The IEP team must decide ESY eligibility using information including:

1. Prior observations of the student's regression and recoupment over the summer;
2. Observations of the student's tendency to regress over extended breaks in instruction during the school year; and
3. Experience with other students with similar instructional needs.

**D. Additional Factors to Consider, Where Relevant.**

In making its determination of ESY needs, the following factors must be considered, where relevant:

1. The student's progress and maintenance of skills during the regular school year.
2. The student's degree of impairment.
3. The student's rate of progress.
4. The student's behavioral or physical problems.
5. The availability of alternative resources.
6. The student's ability and need to interact with nondisabled peers.
7. The areas of the student's curriculum which need continuous attention.
8. The student's vocational needs.

**E. No Unilateral Decisions.**

In the course of providing ESY services to children with disabilities, the school district may not unilaterally limit the type, amount, or duration of those services.

**F. Services to Nonresident Students Temporarily Placed in School District.**

A school district may provide ESY services to nonresident children with disabilities temporarily placed in the school district in accordance with applicable state law.

**Legal References:** Minn. Stat. § 125A.14 (Extended School Year)  
Minn. Rules Part 3525.0755  
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)  
34 C.F.R. Part 300 (Assistance to States for the Education of Children with Disabilities)

**Cross References:** None

~~Adopted: INDEPENDENT SCHOOL DISTRICT 200  
HASTINGS, MINNESOTA~~

*Policy Reviewed: 08.11.2022*

*Policy Adopted:*

*Policy Revised:*



## 601 SCHOOL DISTRICT CURRICULUM AND INSTRUCTION GOALS

### I. PURPOSE

The purpose of this policy is to establish broad curriculum parameters for the school district that encompass the Minnesota Academic Standards and federal law and are aligned with creating the world's best workforce.

### II. GENERAL STATEMENT OF POLICY

The policy of the school district is to establish the "World's Best Workforce" in which all learning in the school district should be directed and for which all school district learners should be held accountable.

### III. DEFINITIONS

- A. "Academic standard" means a summary description of student learning in a required content area or elective content area.
- B. "Benchmark" means specific knowledge or skill that a student must master to complete part of an academic standard by the end of the grade level or grade band.
- C. "Curriculum" means district or school adopted programs and written plans for providing students with learning experiences that lead to expected knowledge, skills, and career and college readiness.
- D. "Resources" means the textbooks, online programs and supplementary materials used by educators to deliver the defined curriculum.
- E. "Instruction" means methods of providing learning experiences that enable students to meet state and district academic standards and graduation requirements.
- F. "Performance measures" are measures to determine school district and school site progress in striving to create the World's Best Workforce and must include at least the following:
  - 1. the size of the academic achievement gap and rigorous course taking, including college-level advanced placement, international baccalaureate,

- postsecondary enrollment options, including concurrent enrollment, other rigorous courses of study or industry certification courses or programs, and enrichment experiences by student subgroup;
  2. student performance on the Minnesota Comprehensive Assessments;
  3. high school graduation rates; and
  4. career and college readiness under [Minnesota Statutes section Minn. Stat. § 120B.30, subdivision Subd. 1](#).
- G. “World’s Best Workforce” means striving to: meet school readiness goals; have all third-grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and college readiness before graduating from high school; and have all students graduate from high school.

#### IV. LONG-TERM STRATEGIC PLAN

- A. The school board, at a public meeting, shall adopt a comprehensive, long-term strategic plan to support and improve teaching and learning that is aligned with creating the world’s best workforce and includes the following:
1. clearly defined school district and school site goals and benchmarks for instruction and student achievement for all student categories identified in state and federal law;
  2. a process to assess and evaluate each student’s progress toward meeting state and local academic standards, assess and identify students for participation in gifted and talented programs and accelerate their instruction, adopt procedures for early admission to kindergarten or first grade of gifted and talented learners which are sensitive to under-represented groups, and identify the strengths and weaknesses of instruction in pursuit of student and school success and curriculum affecting students’ progress and growth toward career and college readiness and leading to the world’s best workforce;
  3. a system to periodically review and evaluate the effectiveness of all instruction and curriculum, taking into account strategies and best practices, student outcomes, principal evaluations under [Minnesota Statutes section Minn. Stat. § 123B.147, subdivision Subd. 3](#), students’ access to effective teachers who are members of populations under-represented among the licensed teachers in the district or school and who reflect the diversity of enrolled students under [Minnesota Statutes section Minn. Stat. § 120B.35, subdivision Subd. 3\(b\)\(2\)](#), and teacher evaluations under

4. strategies for improving instruction, curriculum, and student achievement, including the English and, where practicable, the native language development and the academic achievement of English learners;
5. a process to examine the equitable distribution of teachers and strategies to ensure low-income and minority children are not taught at higher rates than other children by inexperienced, ineffective, or out-of-field teachers;
6. education effectiveness practices that integrate high-quality instruction, rigorous curriculum, technology, and a collaborative professional culture that develops and supports teacher quality, performance, and effectiveness; and
7. an annual budget for continuing to implement the school district plan.

B. School district site and school site goals shall include the following:

1. All students will be required to demonstrate essential skills to effectively participate in lifelong learning.\* These skills include the following:
  - a. reading, writing, speaking, listening, and viewing in the English language;
  - b. mathematical and scientific concepts;
  - c. locating, organizing, communicating, and evaluating information and developing methods of inquiry (i.e., problem solving);
  - d. creative and critical thinking, decision making, and study skills;
  - e. work readiness skills;
  - f. global and cultural understanding.
2. Each student will have the opportunity and will be expected to develop and apply essential knowledge that enables that student to:
  - a. live as a responsible, productive citizen and consumer within local, state, national, and global political, social, and economic systems;
  - b. bring many perspectives, including historical, to contemporary issues;
  - c. develop an appreciation and respect for democratic institutions;
  - d. communicate and relate effectively in languages and with cultures

- other than the student's own;
  - e. practice stewardship of the land, natural resources, and environment;
  - f. use a variety of tools and technology to gather and use information, enhance learning, solve problems, and increase human productivity.
3. Students will have the opportunity to develop creativity and self-expression through visual and verbal images, music, literature, world languages, movement, and the performing arts.
4. School practices and instruction will be directed toward developing within each student a positive self-image and a sense of personal responsibility for:
- a. establishing and achieving personal and career goals;
  - b. adapting to change;
  - c. leading a healthy and fulfilling life, both physically and mentally;
  - d. living a life that will contribute to the well-being of society;
  - e. becoming a self-directed learner;
  - f. exercising ethical behavior.
5. Students will be given the opportunity to acquire human relations skills necessary to:
- a. appreciate, understand, and accept human diversity and interdependence;
  - b. address human problems through team effort;
  - c. resolve conflicts with and among others;
  - d. function constructively within a family unit;
  - e. promote a multicultural, gender-fair, disability-sensitive society.
- C. Every child is reading at or above grade level no later than the end of grade 3, including English learners, and teachers provide comprehensive, scientifically based reading instruction, including a program or collection of instructional practices that is based on valid, replicable evidence showing that, when the

programs or practices are used, students can be expected to achieve, at a minimum, satisfactory reading progress. The program or collection of practices must include, at a minimum, effective, balanced instruction in all five areas of reading (phonemic awareness, phonics, fluency, vocabulary development, and reading comprehension), as well as instructional strategies for continuously assessing, evaluating, and communicating the student's reading progress and needs.

1. The school district must identify, before the end of kindergarten, grade 1, and grade 2, all students who are not reading at grade level. Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified.
2. Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified.
3. Reading assessments in English and in the predominant languages of district students, where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of English learners. The school district must use locally adopted, developmentally appropriate, and culturally responsive assessment and annually report summary assessment results to the Commissioner of Education by July 1.
4. The school district must annually report to the Commissioner of Education by July 1 a summary of the district's efforts to screen and identify students who demonstrate characteristics of dyslexia using screening tools such as those recommended by the Minnesota Department of Education's dyslexia specialist. With respect to students screened or identified under paragraph
  - a. the report must include:
    - i. a summary of the district's efforts to screen for dyslexia;
    - ii. the number of students screened for that reporting year; and
    - iii. the number of students demonstrating characteristics of dyslexia for that year.
5. A student identified as having a reading difficulty must be provided with alternate instruction under Minnesota Statutes section Minn. Stat. § 125A.56, subdivision Subd. 1.
6. At least annually, the school district must give the parent of each student who is not reading at or above grade level timely information about:

- a. the student's reading proficiency as measured by a locally adopted assessment;
- b. reading-related services currently being provided to the student and the student's progress; and
- c. strategies for parents to use at home in helping their students succeed in becoming grade-level proficient in reading English and their native languages.

This provision may not be used to deny a student's right to a special education evaluation.

7. For each student who is not reading at or above grade level, the school district shall provide reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year. If a student does not read at or above grade level by the end of grade 3, the school district must continue to provide reading intervention until the student reads at grade level. Intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs. Intervention methods may include, but are not limited to, requiring attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended day programs, or programs that strengthen students' cultural connections.
8. The school district will provide a personal learning plan for a student who is unable to demonstrate grade-level proficiency, as measured by the statewide reading assessment in grade 3. The school district will determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school district will develop the personal learning plan in consultation with the student's parent or guardian. The personal learning plan will address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the school day, periodic assessments, and reasonable timelines. The personal learning plan may include grade retention if it is in the student's best interest. The student's school will maintain and regularly update and modify the personal learning plan until the student reads at grade level. This paragraph does not apply to a student under an Individualized Education Program.

***Legal References:*** Minn. Stat. § 120B.018 (Definitions)  
Minn. Stat. § 120B.02 (Educational Expectations and Graduation)

Requirements for Minnesota Students) Minn. Stat. § 120B.11 (School District Process)  
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum Instruction, and Student Achievement; Striving for the World's Best Workforce)  
Minn. Stat. § 120B.12 (Reading Proficiently no Later than the End of Grade 3)  
Minn. Stat. § 120B.30, Subd. 1 (Statewide Testing and Reporting System)  
Minn. Stat. § 120B.35, Subd. 3 (Student Academic Achievement and Growth)  
Minn. Stat. § 122A.40, Subd. 8 (Employment; Contracts; Termination)  
Minn. Stat. § 122A.41, Subd. 5 (Teacher Tenure Act; Cities of the First Class; Definitions)  
Minn. Stat. § 123B.147, Subd. 3 (Principals)  
Minn. Stat. § 125A.56, Subd. 1 (Alternate Instruction Required before Assessment Referral)

20 U.S.C. § 5801, *et seq.* (National Education Goals 2000)

20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

***Cross References:***

MSBA/MASA Model Policy 104 (School District Mission Statement)  
MSBA/MASA Model Policy 613 (Graduation Requirements)  
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)  
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)  
MSBA/MASA Model Policy 616 (School District System Accountability) MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

*Policy Reviewed:* 08.11.2022  
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*Policy Revised:* 11.10.2020



## 620 CREDIT FOR LEARNING

### I. PURPOSE

The purpose of this policy is to recognize student achievement which occurs in Post-Secondary Enrollment Options and other advanced enrichment programs. The purpose of this policy also is to recognize student achievement which occurs in other schools, in alternative learning sites, and in out-of-school experiences such as community organizations, work-based learning, and other educational activities and opportunities. The purpose of this policy also is to address the transfer of student credit from out-of-state, private, or home schools and online learning programs and to address how the school district will recognize student achievement obtained outside of the school district.

### II. GENERAL STATEMENT OF POLICY

The policy of the school district is to provide a process for awarding students credit toward graduation requirements for credits and grades students complete in other schools, post-secondary or higher education institutions, other learning environments, and online courses and programs.

### III. DEFINITIONS

- A. “Accredited school” means a school that is accredited by an accrediting agency, recognized according to ~~Minnesota Statutes section~~ ~~Minn. Stat. §~~ 123B.445 or recognized by the Commissioner of the Minnesota Department of Education (MDE).
- B. “Blended learning” is a form of digital learning that occurs when a student learns part time in a supervised physical setting and part time through digital delivery of instruction, or a student learns in a supervised physical setting where technology is used as a primary method to deliver instruction.
- C. “Commissioner” means the Commissioner of MDE.
- D. “Digital learning” is learning facilitated by technology that offers students an element of control over the time, place, path, or pace of their learning and

includes blended and online learning.

- E. “Eligible institution” means a Minnesota public post-secondary institution, a private, nonprofit two-year trade and technical school granting associate degrees, an opportunities industrialization center accredited by an accreditor recognized by the United States Department of Education, or a private, residential, two-year or four-year, liberal arts, degree-granting college or university located in Minnesota.
- F. “Nonpublic school” is a private school or home school in which a child is provided instruction in compliance with the Minnesota compulsory attendance laws.
- G. “Online learning” is a form of digital learning delivered by an approved online learning provider.
- H. “Online learning provider” is a school district, an intermediate school district, an organization of two or more school districts operating under a joint powers agreement, or a charter school located in Minnesota that provides online learning to students and is approved by MDE to provide online learning courses.
- I. “Weighted grade” is a letter or numerical grade that is assigned a numerical advantage when calculating the grade point average.

#### **IV. TRANSFER OF CREDIT FROM OTHER SCHOOLS**

- A. Transfer of Academic Requirements from Other Minnesota Public Secondary Schools
  - 1. The school district will accept and transfer secondary credits and grades awarded to a student from another Minnesota public secondary school upon presentation of a certified transcript from the transferring public secondary school evidencing the course taken and the grade and credit awarded.
  - 2. Credits and grades awarded from another Minnesota public secondary school may be used to compute honor roll and/or class rank if a student has earned at least *[insert number]* credits from the school district.
- B. Transfer of Academic Requirements from Other Schools
  - 1. The school district will accept secondary credits and grades awarded to a student for courses successfully completed at a public school outside of Minnesota or an accredited nonpublic school upon presentation of a certified transcript from the transferring public school in another state or

nonpublic school evidencing the course taken and the grade and credit awarded.

- a. When a determination is made that the content of the course aligns directly with school district graduation requirements, the student will be awarded commensurate credits and grades.
- b. Commensurate credits and grades awarded from an accredited nonpublic school or public school in another state may be used to compute honor roll and/or class rank if a student has earned at least *[insert number]* credits from the school district.
- c. In the event the content of a course taken at an accredited nonpublic school or public school in another state does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements. Credit that does not fully align with the school district's high school graduation requirements will not be used to compute honor roll and/or class rank.
- d. If no comparable course is offered by the school district for which high school graduation credit would be provided, no credit will be provided to the student.

2. Students transferring from a non-accredited, nonpublic school shall receive credit from the school district upon presentation of a transcript or other documentation evidencing the course taken and grade and credit awarded.

- a. Students will be required to provide copies of course descriptions, syllabi, or work samples for determination of appropriate credit. In addition, students also may be asked to provide interviews/conferences with the student and/or student's parent and/or former administrator or teacher; review of a record of the student's entire curriculum at the nonpublic school; and review of the student's complete record of academic achievement.
- b. Where the school district determines that a course completed by a student at a non-accredited, nonpublic school is commensurate with school district graduation requirements, credit shall be awarded, but the grade shall be "P" (pass).
- c. In the event the content of a course taken at a non-accredited,

nonpublic school does not fully align with the content of the school district's high school graduation requirements but is comparable to elective credits offered by the school district for graduation, the student may be provided elective credit applied toward graduation requirements.

- d. If no comparable course is offered by the school district for which local high school graduation credit would be provided, no credit will be provided to the student.
- e. Credit and grades earned from a non-accredited nonpublic school shall not be used to compute honor roll and/or class rank.

## V. POST-SECONDARY ENROLLMENT CREDIT

- A. A student who satisfactorily completes a post-secondary enrollment options course or program under ~~Minnesota Statutes section~~ ~~Minn. Stat. §~~ 124D.09 that has been approved as meeting the necessary requirements is not required to complete other requirements of the Minnesota Academic Standards content standards corresponding to that specific rigorous course of study.
- B. Secondary credits granted to a student through a post-secondary enrollment options course or program that meets or exceeds a graduation standard or requirement shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.
  1. Course credit will be considered by the school district only upon presentation of a certified transcript from an eligible institution evidencing the course taken and the grade and credit awarded.
  2. Seven quarter or four semester post-secondary credits shall equal at least one full year of high school credit. Fewer post-secondary credits may be prorated.
  3. When a determination is made that the content of the post-secondary course aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.
  4. In the event the content of the post-secondary course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied

toward graduation requirements.

5. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner, who shall determine the number of credits that shall be granted to a student.
  6. When secondary credit is granted for post-secondary credits taken by a student, the school district will record those credits on the student's transcript as credits earned at a post-secondary institution.
- C. A list of the courses or programs meeting the necessary requirements may be obtained from the school district.

## **VI. CREDIT FROM ONLINE LEARNING COURSES**

- A. Secondary credits granted to a student through an online learning course or program that meets or exceeds a graduation standard or requirement shall be counted toward the graduation and credit requirements of a student completing the Minnesota Academic Standards.
- B. Course credit will be considered only upon official documentation from the online learning provider evidencing the course taken and the grade and credit awarded to the student.
- C. When a student provides documentation from an online learning provider, the course credit and course grade shall be recorded and counted toward graduation credit requirements for all courses or programs that meet or exceed the school district's graduation requirements in the same manner as credits are awarded for students transferring from another Minnesota public school as set forth in Section IV.A. above.

## **VII. ADVANCED ACADEMIC CREDIT**

- A. The school district will grant academic credit to a student attending an accelerated or advanced academic course offered by a higher education institution or a nonprofit public agency, other than the school district.
- B. Course credit will be considered only upon official documentation from the higher education institution or nonprofit public agency that the student successfully completed the course attended and passed an examination approved by the school district.
- C. When a determination is made that the content of the advanced academic course

aligns directly with a required course for high school graduation, the commensurate credit and grade will be recorded on the student's transcript as a course credit applied toward graduation requirements.

- D. In the event the content of the advanced academic course does not fully align with the content of a high school course required for graduation but is comparable to elective credits offered by the school district for graduation, the school district may provide elective credit and the grade will be recorded on the student's transcript as an elective course credit applied toward graduation requirements.
- E. If no comparable course is offered by the school district for which high school graduation credit would be provided, the school district will notify the Commissioner and request a determination of the number of credits that shall be granted to a student.

### **VIII. WEIGHTED GRADES**

- A. The school district does not offer weighted grades.

### **IX. PROCESS FOR AWARDING CREDIT**

- A. The building principal will be responsible for carrying out the process to award credits and grades pursuant to this policy. The building principal will notify students in writing of the decision as to how credits and grades will be awarded.
- B. A student or the student's parent or guardian may seek reconsideration of the decision by the building principal as to credits and/or grades awarded upon request of a student or the student's parent or guardian if the request is made in writing to the superintendent within five school days of the date of the building principal's decision. The request should set forth the credit and/or grade requested and the reason(s) why credit(s)/grade(s) should be provided as requested. Any pertinent documentation in support of the request should be submitted.
- C. The decision of the superintendent as to the award of credits or grades shall be a final decision by the school district and shall not be appealable by the student or student's parent or guardian except as set forth in Section IX.D. below.
- D. If a student disputes the number of credits granted by the school district for a particular post-secondary enrollment course, online learning course, or advanced academic credit course, the student may appeal the school district's decision to the Commissioner. The decision of the Commissioner shall be final.
- E. At any time during the process, the building principal or superintendent may ask for course descriptions, syllabi, or work samples from a course where content of

the course is in question for purposes of determining alignment with graduation requirements or the number of credits to be granted. Students will not be provided credit until requested documentation is available for review, if requested.

**Legal References:** Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota’s Students)  
Minn. Stat. § 120B.021 (Required Academic Standards)  
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World’s Best Workforces)  
Minn. Stat. § 120B.14 (Advanced Academic Credit)  
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)  
Minn. Stat. § 123B.445 (Nonpublic Education Council)  
Minn. Stat. § 124D.03, Subd. 9 (Enrollment Options Program)  
Minn. Stat. § 124D.09 (Post-Secondary Enrollment Options Act)  
Minn. Stat. § 124D.095 (Online Learning Option)  
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)  
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)  
Minn. Rules Parts 3501.08200-3501.0815 (Academic Standards for the Arts)  
~~Minn. Rules Parts 3501.0900-3501.096055 (Academic Standards in Science)~~  
~~Minn. Rules Parts 3501.1000-3501.1190 (Graduation Required Assessment for Diploma) (repealed Minn. L. 2013, Ch. 116, Art. 2, § 22)~~  
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English Language Development)  
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)  
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

**Cross References:** MSBA/MASA Model Policy 104 (School District Mission Statement)  
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)  
MSBA/MASA Model Policy 613 (Graduation Requirements)  
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)  
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP)

Students)

MSBA/MASA Model Policy 616 (School District System Accountability)

MSBA/MASA Model Policy 618 (Assessment of Student Achievement)

MSBA/MASA Model Policy 624 (Online Learning Options)

*Policy Reviewed:* 08.11.2022

*Policy Adopted:* 06.24.2020

*Policy Revised:*



## 706 Acceptance of Gifts

### I. PURPOSE

The purpose of this policy is to provide guidelines for the acceptance of gifts by the school board.

### II. GENERAL STATEMENT OF POLICY

It is the policy of this school district to accept gifts only in compliance with state law.

### III. ACCEPTANCE OF GIFTS GENERALLY

The school board may receive, for the benefit of the school district, bequests, donations or gifts for any proper purpose. The school board shall have the sole authority to determine whether any gift or any precondition, condition, or limitation on use included in a proposed gift furthers the interests of or benefits the school district and whether it should be accepted or rejected.

### IV. GIFTS OF REAL OR PERSONAL PROPERTY

The school board may accept a gift, grant or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members. The resolution must fully describe any conditions placed on the gift. The real or personal property so accepted may not be used for religious or sectarian purposes.

*[Note: This voting requirement and gift use provision is specified by Minn. Stat. § 465.03.]*

### V. ADMINISTRATION IN ACCORDANCE WITH TERMS

If the school board agrees to accept a bequest, donation, gift, grant or devise which contains preconditions, conditions or limitations on use, the school board shall administer it in accordance with those terms. Once accepted, a gift shall be the property of the school district unless otherwise provided in the agreed upon terms.

**Legal References:** Minn. Stat. § 123B.02, Subd. 6 (General Powers of Independent School Boards ~~Bequests, Donations, Gifts~~)  
Minn. Stat. § 465.03 (Gifts to Municipalities)

**Cross References:** None

Policy Reviewed: 08.11.2022  
Policy Adopted: 10.23.2019  
Policy Revised:

~~Adopted: 10/23/2019~~



## 713 STUDENT ACTIVITY ACCOUNTING

### I. PURPOSE

The school board recognizes the need to provide alternative paths to learning, skill development for its students, and activities for student enjoyment. It also understands its commitment to and obligation for assuring maximum accountability for public funds and student activity funds. For these reasons, the school board will assume control over and/or oversee funds for student activities as set forth in this policy.

### II. GENERAL STATEMENT OF POLICY

#### A. Curricular and Cocurricular Activities

The school board shall take charge of, control over, and account for all student activity funds that relate to curricular and cocurricular activities.

~~*[Note: The school board is required by Minn. Stat. § 123B.49, Subd. 2, to take charge of and control over all cocurricular activities, including all money received for such activities.]*~~

#### B. Extracurricular Activities

The school board shall take charge of and control over all student activity accounting that relates to extracurricular activities.

~~*[Note: The school board is required by Minn. Stat. § 123B.49, Subd. 4, to take charge of and control over all extracurricular activities, including all money received for such activities.]*~~

#### C. Non-Student Activities

In overseeing student activity accounts under this policy, the school board shall not maintain or account for funds generated by non-students including, but not limited to, convenience funds of staff members, booster club funds, parent-teacher organization or association funds, or funds donated to the school district for specified purposes other than student activities.

### III. DEFINITIONS

#### A. Cocurricular Activity

A “cocurricular activity” means those portions of the school-sponsored and

directed activities designed to provide opportunities for students to participate in such experiences on an individual basis or in groups, at school and at public events, for improvement of skills (i.e., interscholastic sports, band, etc.). Cocurricular activities are not offered for school credit, cannot be counted toward graduation, and have *one or more* of the following characteristics:

1. They are conducted at regular and uniform times during school hours, or at times established by school authorities;
2. They are directed or supervised by instructional staff in a learning environment similar to that found in courses offered for credit; and
3. They are partially, primarily, or totally funded by public moneys for general instructional purposes under direction and control of the school board.

B. Curricular Activity

A “curricular activity” means those portions of the school program for which credit is granted, whether the activity is part of a required or elective program.

C. Extracurricular (Noncurricular/Supplementary) Activity

An “extracurricular (noncurricular/supplementary) activity” means all direct and personal services for students for their enjoyment that are managed and operated under the guidance of an adult or staff member. Extracurricular activities have *all* of the following characteristics:

1. They are not offered for school credit nor required for graduation;
2. They generally are conducted outside school hours or, if partly during school hours, at times agreed by the participants and approved by school authorities;
3. The content of the activities is determined primarily by the student participants under the guidance of a staff member or other adult.

D. Public Purpose Expenditure

A “public purpose expenditure” is one which benefits the community as a whole, is directly related to the functions of the school district, and does not have as its primary objective the benefit of private interest.

#### IV. MANAGEMENT AND CONTROL OF ACTIVITY FUNDS

A. Curricular and Cocurricular Activities

1. All money received on account of cocurricular activities shall be turned over to the treasurer, who shall deposit such funds in the general fund, to be disbursed for expenses and salaries connected with the activities, or otherwise, by the school board upon properly allowed itemized claims.
2. The treasurer shall account for all revenues and expenditures related to curricular and cocurricular activities in accordance with the Uniform Financial Accounting and Reporting Standards (UFARS) and school district policies and procedures.

B. Extracurricular Activities

1. Any and all costs of extracurricular activities may be provided from school revenues.
2. All money received or expended for extracurricular activities shall be recorded in the same manner as other revenues and expenditures of the school district and shall be turned over to the treasurer, who shall deposit such funds in the general fund, to be disbursed for expenses and salaries connected with the activities, or otherwise, by the school board upon properly allowed itemized claims.
3. The treasurer shall account for all revenues and expenditures related to extracurricular activities in accordance with UFARS and school district policies and procedures.
4. All student activity funds will be collected and expended:
  - a. in compliance with school district policies and procedures;
  - b. under the general direction of the principal and with the participation of students and faculty members who are responsible for generating the revenue;
  - c. in a manner which does not produce a deficit or an unreasonably large accumulation of money to a particular student activity fund;
  - d. for activities which directly benefit the majority of those students making the contributions in the year the contributions were made whenever possible; and
  - e. in a manner which meets a public purpose.
5. Activity accounts of a graduated class will be terminated prior to the start of the school year following graduation. Any residual money from a graduating class activity fund will remain in the general fund and may be

used for any school district purpose. Prior to depositing such accounts, all donations or gifts accepted for the specific purpose of the student activity account shall be administered in accordance with the terms of the gift or donation and school district policy.

C. Individual Student Fundraising Accounts

The treasurer may create individual student fundraising accounts for the purpose of tracking individual fundraising efforts, with such data being used for calculating credits toward activity fees.

V. **DEMONSTRATION OF ACCOUNTABILITY**

A. Annual External Audit

The school board shall direct its independent certified public accountants to audit, examine, and report upon student activity accounts as part of its annual school district audit in accordance with state law.

B. Fundraiser Report

The administration will prepare a fundraising report semi-annually which will be reviewed by the school board in May and November. The report will list the activity, type of fundraisers, timing, purpose, and results.

~~*[Note: The school board should conduct periodic reviews of student fundraising. The manner in which such reviews are conducted is in the discretion of the school board.]*~~

**Legal References:** Minn. Stat. § 123B.02, Subd. 6 (General Powers of Independent School Districts)  
Minn. Stat. § 123B.09 (Boards of Independent School Districts)  
Minn. Stat. § 123B.145, Subd. 7 (Officers of Independent School Districts) Minn. Stat. § 123B.35 (General Policy)  
Minn. Stat. § 123B.36 (Authorized Fees)  
Minn. Stat. § 123B.37 (Prohibited Fees)  
Minn. Stat. § 123B.38 (Hearing)  
Minn. Stat. § 123B.49 (Extracurricular Activities; Insurance)  
Minn. Stat. § 123B.52 (Contracts)  
Minn. Stat. § 123B.76 (Expenditures; Reporting)  
Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirement)  
Minn. Rules Part 3500.1050 (Definitions for Pupil Fees)  
*Visina v. Freeman*, 252 Minn. 177, 89 N.W.2d 635 (1958)

Minn. Op. Atty. Gen. 159a-16 (May 10, 1966)

***Cross References:*** Uniform Financial Accounting and Reporting Standards (UFARS) MSBA/MASA Model Policy 510 (School Activities) MSBA/MASA Model Policy 511 (Student Fundraising)  
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)  
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)  
MSBA/MASA Model Policy 702 (Accounting)  
MSBA/MASA Model Policy 703 (Annual Audit)  
MSBA/MASA Model Policy 704 (Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System)  
MSBA/MASA Model Policy 706 (Acceptance of Gifts)

*Policy Reviewed: 08.11.2022*

*Policy Adopted: 09.18.2019*

*Policy Revised:*

~~*Adopted: 9/18/2019*~~



## **714 FUND BALANCES**

### **I. PURPOSE**

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

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

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

### **III. DEFINITIONS**

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

required to be maintained intact. They include items that are inherently unspendable, such as, but not limited to, inventories, prepaid items, long-term receivables, non-financial assets held for resale, or the permanent principal of endowment funds.

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

#### **IV. CLASSIFICATION OF FUND BALANCES**

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

#### **V. MINIMUM FUND BALANCE**

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

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

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

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

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

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

#### **VI. ORDER OF RESOURCE USE**

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

#### **VII. COMMITTING FUND BALANCE**

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

#### **VIII. ASSIGNING FUND BALANCE**

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

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

#### **IX. REVIEW**

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

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

Cross References: None

~~*Adopted: 5/18/2011*~~

~~*Revised: 11/18/2014*~~

*Policy Reviewed:* 08.11.2022

*Policy Adopted:* 05.18.2011

*Policy Revised:*

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

This School Resource Officer and Traffic Control Agent Program Agreement (the "Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_, is by and between the City of Hastings ("City") and Hastings Independent School District 200 ("School District").

### **RECITALS**

**WHEREAS**, the School District and the City desire to join in a mutual effort to curb delinquency and crime in the community and to develop better community understanding of law and law enforcement; and

**WHEREAS**, the State Legislature has provided in Minnesota Statute § 126C.44 a vehicle to fund a cooperative effort by the School District and City to curb juvenile delinquency and crime; and

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

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement, the School District and City agree as follows:

#### **1. Purpose**

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

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

#### **2. Funding – SRO Program**

The City and School District will jointly fund the following expenses in connection with

the offering of the SRO Program.

- A. SRO salary at 50%-50% split to be paid at the top patrol rate and mid-range longevity step, as more fully identified on Exhibit A.
- B. SRO related benefits, including, but not limited to health insurance, retirement, workers compensation, sick time, vacation and disability pay at 50%-50% split, as more fully identified on Exhibit A.
- C. Training costs to be borne by the City unless specific training is requested or required by the School District in which case those training costs will be borne by the School District.
- D. Equipment maintenance and replacement will be primarily the responsibility of the City with the School District contributing a fixed portion of these program costs as detailed in Exhibit A and will be subject to annual review.
- E. Overtime for special events as may be required for the safety of students, staff, and visitors to School District facilities will be determined on an annual basis and shared between the City and the School District based on average overtime hours utilized as specified in Exhibit A.

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

### **3. Funding-Traffic Control Agent (TCA) Program**

It is intended the City and School District will utilize existing school patrol personnel previously employed by the School District as Traffic Control Agents (TCAs). Those individuals selected to act as TCAs shall receive all background checks, equipment and training generally necessary to qualify as a City of Hastings Reserve Officer. By meeting the qualifications of a City of Hastings Reserve Officer, the TCAs shall have authority pursuant to Minn. Stat. § 626.84 to provide traffic control at the direction of the Hastings Police Department. The TCAs shall be employees of the City but the School District will reimburse the City all costs associated with the employment of the TCAs. The parties agree to review the costs of funding the TCA Program on an annual basis by June 30th of each year the Agreement is in effect. In the event the parties cannot reach agreement as to the costs for the TCA Program, there shall be no adjustment for the upcoming year and the City and School District may each exercise their right to terminate this Agreement as provided herein.

#### 4. Services

- A. **SRO Program.** The City shall provide the services of a police officer or officers and related support services and supplies to assist the School District in establishing and maintaining the program at the assigned school(s). The SRO(s) will have the duties as described on the attached Exhibit B. The School District agrees to provide adequate office space, telephone access, computer and printer for use by the SRO(s).
  
- B. **TCA Program.** The City shall provide the necessary background investigations, training and equipment for the TCAs and shall provide the TCAs to assist the School District in traffic control duties at intersections near school district facilities as more fully described on Exhibit C.

#### 5. Payment

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

#### 6. Term

This Agreement shall commence on the 1st day of July, 2022, and shall end on the 30th day of June, 2024, subject to the cost adjustments and right of either party to terminate as provided herein. The agreement may be renewed for additional one-year periods as agreed by both parties.

#### 7. Independent Contractor

The City, through its Chief of Police, will remain free to exercise judgment and professional expertise in determining how to best provide the services described in this Agreement. The City acknowledges that no withholding for state or federal benefits or taxes will be made from the payments due the City by the School District. The City also acknowledges that it has the sole obligation to comply with state, local and federal tax provisions with regard to these services and the employees hired by the City to perform the work described herein, including workers compensation laws.

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

## **8. Scheduling**

The duty hours of the SRO are flexible and will be primarily coordinated with the school day and/or activities upon agreement with the School District. The SRO will make daily contact with the police department for the purpose of keeping abreast of incident reports and other City activities that may be of importance to the safety of students and School District staff. During non-school periods, the SRO's duties and schedule will be determined by the Chief of Police.

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

## **9. Termination of this Agreement**

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

## **10. Temporary Emergency Reassignment**

If, in the discretion of the Chief of Police, it becomes necessary to remove the SRO from the district, the Chief of Police will immediately inform the School District officials in advance of such action.

## **11. Security/Linking**

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

## **12. Indemnity and Hold Harmless**

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

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

### **13. Amendments**

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

### **14. Data Practices**

Sharing of data will be done only pursuant to the Minnesota Data Practices Act and the Family Educational Rights of Privacy Act. Any data shared between the two parties to this agreement will be maintained in the accordance with state and federal law. Because the City and the officer(s) are not employees of the School District, any violation of the state or federal law in this regard is the sole responsibility of the City and the officer and each agrees to hold the School District harmless if a claim or action arises because of the City's actions or omissions. TheCity shall provide reasonable data privacy training to all SROs.

### **15. Discrimination**

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

## **16. Interpretation**

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

## **17. Construction**

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

## **18. Parties in Interest**

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

## **19. Attorney's Fees**

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

## **20. Definitions**

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

**21. Counterparts**

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

**22. Governing Law**

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

**23. Headings**

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

**24. Notices**

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

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

City of Hastings

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kelly Murtaugh  
Assistant City Administrator/City Clerk

\_\_\_\_\_  
Date

Hastings Independent School District #200

\_\_\_\_\_  
Dr. Robert McDowell, Superintendent

\_\_\_\_\_  
Date

**EXHIBIT A**  
**SCHOOL RESOURCE OFFICER PROGRAM COSTS**

Personnel

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

SALARY AND BENEFITS

<u>Description</u>	<u>Amounts</u>
Wages (top patrol & mid-range longevity)	\$90,783.44
Longevity	\$1,762.27
Medicare	\$1,316.36
Insurance	\$11,417.00
PERA	\$16,068.67
Work Comp	\$5,102.03
<u>Long-term Disability</u>	<u>\$334.51</u>
<b>Program Total</b>	<b>\$126,784.28</b>
<b>City of Hastings Contribution (50%)</b>	<b>\$63,392.14</b>
<b>School District Contributions (50%)</b>	<b>\$63,392.14</b>
School District Officer <b>Other</b> Billable Costs – Per Agreement	
40 hours OT - wage cost only	\$2,532.00
<u>Equipment – Mileage</u>	<u>\$2,400.00</u>
<b>Other Billable Total</b>	<b>\$4,932.00</b>

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

Overtime

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

### Training

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

### Equipment

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

**EXHIBIT B**  
**SCHOOL RESOURCE OFFICER PROGRAM**  
**SRO DUTIES AND REQUIREMENTS**

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

**Job Duties**

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

Additionally, the SRO will:

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

Follow the HPD chain of command.

Work with the school administration and staff.

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

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

Not discipline students for infractions of school rules.

Serve as a conduit of information between students, staff, parents and Dakota County Social Services, the City of Hastings, and all law enforcement, court, and non-governmental agencies.

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

Work with School District personnel and Dakota County officials on truancy

issues.

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

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

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

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

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

Provide education programs as requested.

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

Work at promoting a positive image of ISD 200.

Meet regularly with other SROs in Dakota County.

### **Position Requirements**

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

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

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

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

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

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

supervisor).

Will respond to emergencies as needed outside of school.

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

Will work with staff at all ISD 200 schools.

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

**Costs.**

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

\$14.25 per session with a minimum payment of one hour per session. Effective 9/1/2022 and continuing for the 2022-23 and 2023-24 school years.

**Emergency School Closing**

In the event of a school closing called by the Superintendent, due to weather conditions or any other conditions, personnel who were scheduled to work will be paid.

As temporary part-time employees, TCAs shall not be entitled to other employment benefits.

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

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

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

**Training and Equipment.**

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



BRIDGE TO SUCCESS

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# Hastings Public Schools

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

## **Hastings High School Jazz Ensemble Trip Approval Details**

HHS Jazz Ensemble 1 is planning to participate in the Lawrence University(Appleton, WI) Jazz Festival November 4-6th. This is a great non-competitive festival and students perform and are able to work with amazing professional jazz musicians.

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## **530 IMMUNIZATION REQUIREMENTS**

### **I. PURPOSE**

The purpose of this policy is to require that all students receive the proper immunizations as mandated by law to ensure the health and safety of all students.

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

All students are required to provide proof of immunization, or appropriate documentation exempting the student from such immunization, and such other data necessary to ensure that the student is free from any communicable diseases, as a condition of enrollment.

### **III. STUDENT IMMUNIZATION REQUIREMENTS**

- A. No student may be enrolled or remain enrolled, on a full-time, part-time, or shared-time basis, in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted to the designated school district administrator the required proof of immunization. Prior to the student's first date of attendance, the student or the student's parent or guardian shall provide to the designated school district administrator one of the following statements:
1. a statement from a physician, advanced practice registered nurse, physician assistant, or a public clinic which provides immunizations (hereinafter "medical statement"), affirming that the student received the immunizations required by law, consistent with medically acceptable standards; or
  2. a medical statement affirming that the student received the primary schedule of immunizations required by law and has commenced a schedule of the remaining required immunizations, indicating the month and year each immunization was administered, consistent with medically acceptable standards.
- B. The statement of a parent or guardian of a student or an emancipated student may be substituted for the medical statement. If such a statement is substituted, this statement must indicate the month and year each immunization was administered. Upon request, the designated school district administrator will provide information to the parent or guardian of a student or an emancipated student of the dosages required for each vaccine according to the age of the student.
- C. The parent or guardian of persons receiving instruction in a home school shall

submit one of the statements set forth in Section III.A. or III.B., above, or statement of immunization set forth in Section IV., below, to the superintendent/designee of the school district by October 1 of the first year of their home schooling in Minnesota and the grade 7 year.

- D. When there is evidence of the presence of a communicable disease, or when required by any state or federal agency and/or state or federal law, students and/or their parents or guardians may be required to submit such other health care data as is necessary to ensure that the student has received any necessary immunizations and/or is free of any communicable diseases. No student may be enrolled or remain enrolled in any elementary or secondary school within the school district until the student or the student's parent or guardian has submitted the required data.
- E. The school district may allow a student transferring into a school a maximum of 30 days to submit a statement specified in Section III.A. or III.B., above, or Section IV., below. Students who do not provide the appropriate proof of immunization or the required documentation related to an applicable exemption of the student from the required immunization within the specified time frames shall be excluded from school until such time as the appropriate proof of immunizations or exemption documentation has been provided.
- F. If a person who is not a Minnesota resident enrolls in a school district online learning course or program that delivers instruction to the person only by computer and does not provide any teacher or instructor contact time or require classroom attendance, the person is not subject to the immunization, statement, and other requirements of this policy.

#### **IV. EXEMPTIONS FROM IMMUNIZATION REQUIREMENTS**

Students will be exempt from the foregoing immunization requirements under the following circumstances:

- A. The parent or guardian of a minor student or an emancipated student submits a signed medical statement affirming that the immunization of the student is contraindicated for medical reasons or that laboratory confirmation of the presence of adequate immunity exists; or
- B. The parent or guardian of a minor student or an emancipated student submits his or her notarized statement stating the student has not been immunized because of the conscientiously held beliefs of the parent, guardian or student.

#### **V. NOTICE OF IMMUNIZATION REQUIREMENTS**

- A. The school district will develop and implement a procedure to:

1. notify parents and students of the immunization and exemption requirements by use of a form approved by the Department of Health (please see Hastings Public Schools Enrollment Packet);
  2. notify parents and students of the consequence for failure to provide required documentation regarding immunizations;
  3. review student health records to determine whether the required information has been provided; and
  4. make reasonable arrangements to send a student home when the immunization requirements have not been met and advise the student and/or the student's parent or guardian of the conditions for re-enrollment.
- B. The notice provided shall contain written information describing the exemptions from immunization as permitted by law. The notice shall be in a font size at least equal to the font size and style as the immunization requirements and on the same page as the immunization requirements.

## **VI. IMMUNIZATION RECORDS**

- A. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student attains the age of majority.
- B. Upon request, the school district may exchange immunization data with persons or agencies providing services on behalf of the student. Immunization data is private student data and disclosure of such data shall be governed by Policy 515 Protection and Privacy of Pupil Records.
- C. The designated school district administrator will assist a student and/or the student's parent or guardian in the transfer of the student's immunization file to the student's new school within 30 days of the student's transfer.
- D. Upon request of a public or private post-secondary educational institution, the designated school district administrator will assist in the transfer of the student's immunization file to the post-secondary educational institution.

## **VII. OTHER**

Within 60 days of the commencement of each new school term, the school district will forward a report to the Commissioner of the Department of Education stating the number of students attending each school in the school district, including the number of students receiving instruction in a home school, the number of students who have not been immunized, and the number of students who received an exemption. The school district also will forward a copy of all exemption statements received by the school district to the

Commissioner of the Department of Health.

***Legal References:*** Minn. Stat. § 13.32 (Educational Data)  
Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)  
Minn. Stat. § 121A.17 (School Board Responsibilities)  
Minn. Stat. § 144.29 (Health Records; Children of School Age)  
Minn. Stat. § 144.3351 (Immunization Data)  
Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)  
Minn. Stat. § 144.442 (Testing in Schools)  
Minn. Rules Parts 4604.0100-4604.1020 (Immunization)  
*McCarthy v. Ozark Sch. Dist.*, 359 F.3d 1029 (8<sup>th</sup> Cir. 2004)  
Op. Atty. Gen. 169-W (July 23, 1980)  
Op. Atty. Gen. 169-W (Jan. 17, 1968)

***Cross References:*** MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

*Policy Reviewed:* 08.11.2022

*Policy Adopted:* 11.15.2006

*Policy Revised:* 08.24.2022

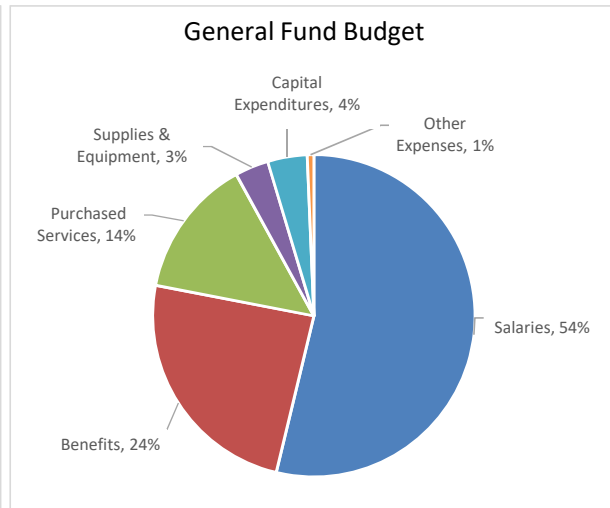
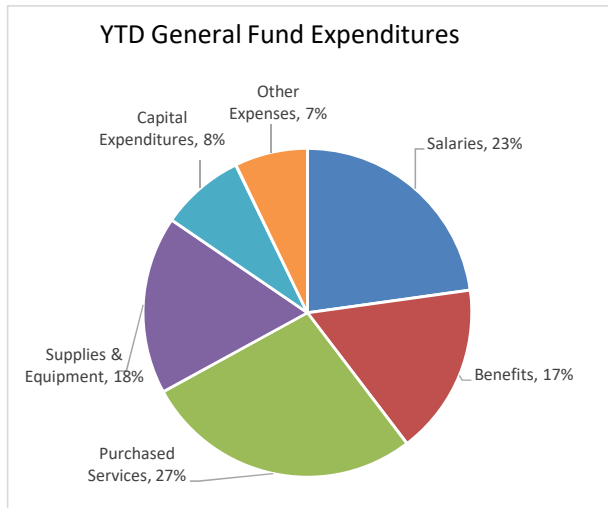
**HASTINGS ISD # 200 BOARD REPORT FOR THE MONTH ENDING: August 2022**

**EXPENDITURE TOTALS**

	<b>FY 2023 Budget (ADP)</b>	<b>**Monthly Expenditures</b>	<b>Year-to-Date Expenditures</b>	<b>Remaining Balance</b>	<b>% Spent</b>
General Fund (01)					
100 Salaries	31,760,365	540,950	818,029	30,942,336	3%
200 Benefits	14,349,213	351,029	604,507	13,744,706	4%
300 Purchased Services	8,255,668	291,235	982,803	7,272,865	12%
400 Supplies & Equipment	1,984,964	245,668	628,837	1,356,127	32%
500 Capital Expenditures	2,342,330	239,515	297,574	2,044,755	13%
800 Other Expenses	390,046	41,753	257,370	132,676	66%
	<b>59,082,586</b>	<b>1,710,150</b>	<b>3,589,121</b>	<b>55,493,466</b>	<b>6%</b>
Food Service Fund (02)	2,798,129	175,519	249,386	2,548,742	9%
Community Service Fund (04)	2,356,817	211,571	279,950	2,076,867	12%
Building Construction Fund (06)	9,870,562	1,018,331	1,883,792	7,986,770	19%
Debt Service Fund (07)	3,873,090	0	187,970	3,685,120	5%
Student Activities Fund (10)	350,000	6,693	7,419	342,581	2%
Deferred Accounts- Donations/Misc Fund (11)	640,619	22,633	31,719	608,900	5%
Scholarships Fund (12)	120,000	4,000	4,000	116,000	3%
<b>Totals</b>	<b>\$79,091,802</b>	<b>\$3,148,897</b>	<b>\$6,233,356</b>	<b>\$72,858,446</b>	

\*\* Monthly expenditures include payroll, finance and encumbrances.

\*\* Some payments are coded to revenue codes and are not included in above monthly expenditures but are included on payment registers.



**PAYROLL DISBURSEMENTS**

Checks & Direct Deposits	8/1/2022	8/31/2022	1,276,525	Pay dates 8/5 and 8/19 Bd. Share \$283,858
Liability Checks & Wires	8/1/2022	8/31/2022	952,627	
<b>Total</b>			<b>\$2,229,152</b>	

**FINANCE DISBURSEMENTS**

Checks & Wires	8/1/2022	8/31/2022	1,380,663
<b>Total</b>			<b>\$1,380,663</b>

**SELF-FUNDED INSURANCE**

	<b>Revenue YTD</b>	<b>Expenses YTD</b>	<b>YTD Balance</b>
Dental	106,069	108,198	(\$2,129)
Health	1,119,174	1,376,656	(\$257,482)

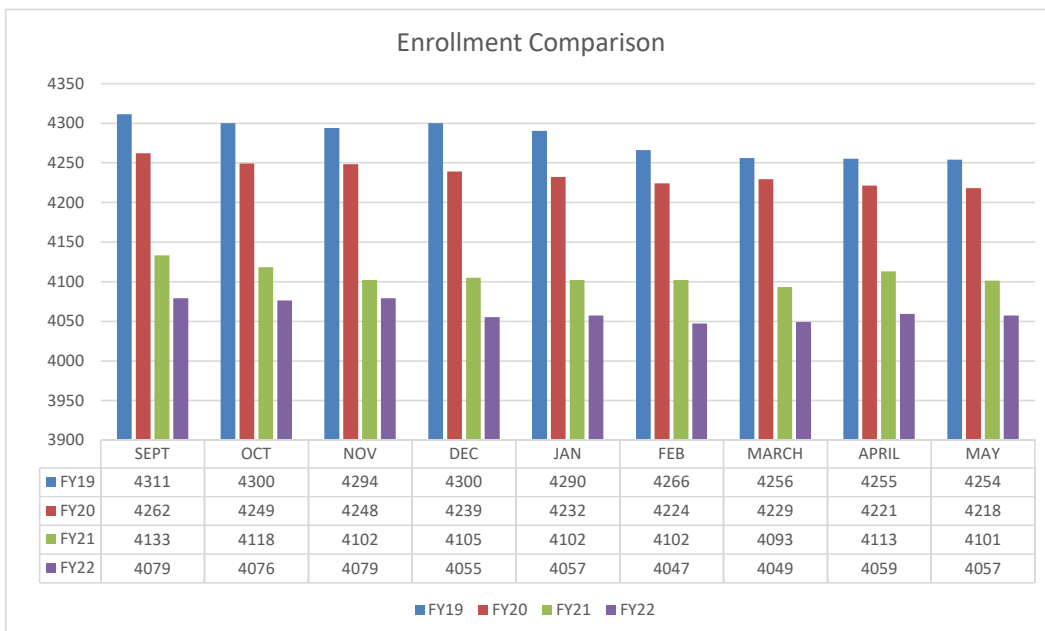
9/12/2022

**ELECTRONIC FUND TRANSFERS**

<u>Date</u>	<u>From</u>	<u>To</u>	<u>Amount</u>	<u>Description</u>
8/1/2022	Merchants Bank	MSDLAF General	25,000.00	Local Receipts
8/1/2022	MSDLAF General	MSDLAF Payroll	10,126.36	Payroll
8/3/2022	MSDLAF General	MSDLAF Payroll	4,989.18	Payroll
8/3/2022	MSDLAF General	MSDLAF Health Self Funded	800.00	Health Insurance
8/5/2022	MSDLAF General	MSDLAF Flex	1,504.19	Payroll
8/5/2022	MSDLAF General	MSDLAF AP	232,988.14	Accounts Payable
8/5/2022	MSDLAF Flex	MSDLAF General	9,454.63	Payroll
8/5/2022	MSDLAF General	MSDLAF Payroll	1,097,967.27	Payroll
8/5/2022	MSDLAF Bond ProceedsMAX	MSDLAF Bond Proceeds	1,000,000.00	Exchange
8/8/2022	Merchants Bank	MSDLAF General	75,000.00	Local Receipts
8/11/2022	MSDLAF General	Vermillion Bank	4,551.63	Local Receipts
8/12/2022	MSDLAF General	MSDLAF AP	37,895.72	Accounts Payable
8/15/2022	Merchants Bank	MSDLAF General	50,000.00	Local Receipts
8/16/2022	MSDLAF General	MSDLAF AP	129,272.52	Accounts Payable
8/17/2022	MSDLAF General	MSDLAF Health Self Funded	5,528.20	Health Insurance
8/18/2022	MSDLAF General	MSDLAF Health Self Funded	800.00	Health Insurance
8/19/2022	MSDLAF General	MSDLAF Payroll	1,074,702.94	Payroll
8/19/2022	MSDLAF General	MSDLAF Flex	1,444.21	Payroll
8/22/2022	MSDLAF General	MSDLAF AP	194,423.77	Accounts Payable
8/22/2022	Merchants Bank	MSDLAF General	25,000.00	Local Receipts
8/24/2022	MSDLAF Bond ProceedsMAX	MSDLAF Bond Proceeds	1,000,000.00	Exchange
8/26/2022	MSDLAF General	MSDLAF Dental Self Funded	18,016.54	Dental Insurance
8/26/2022	MSDLAF General	MSDLAF AP	108,272.62	Accounts Payable
8/26/2022	MSDLAF General	MSDLAF Health Self Funded	127,741.00	Health Insurance
8/29/2022	MSDLAF General	MSDLAF Payroll	5,804.29	Payroll
8/31/2022	MSDLAF General	MSDLAF AP	672,234.45	Accounts Payable
8/31/2022	MSDLAF General	MSDLAF Scholarship	78.00	Local Receipts
			\$5,913,595.66	

**ENROLLMENT**

<u>GRADE</u>	<u>COUNT</u>	<u>SCHOOL</u>	<u>COUNT</u>	<u>RACE/ETHNICITY</u>	<u>TOTALS</u>
K	266	ALC	36	Hispanic/Latino	267
1	279	High School HOA	84	American Indian/Alaska Native	24
2	281	High School	1294	Asian	51
3	269	Middle School	1243	Black	114
4	305	Elementary:		Native Hawaiian/Pacific Islander	3
5	289	Kennedy	435	White	3347
6	286	Pinecrest	472	Two or more races	251
7	320	McAuliffe	493		4057
8	348		4057		
9	369				
10	362				
11	294	Elementary	1400		
12	353	Middle School	1243		
ALC	36	High School/HOA/ALC	1414		
	4057	<b>Total District</b>	<b>4057</b>		



**INDEPENDENT SCHOOL DISTRICT NO. 200**  
**Hastings High School and Middle School**  
 Extra Curricular Student Activity Accounts  
 Statement of Receipts and Disbursements  
 Year ended June 30, 2023  
 Current Statement as of 8/31/2022

<b>Course Code</b>	<b>Activity Account</b>	<b>Balance 7/1/2022</b>	<b>Receipts</b>	<b>Disbursements</b>	<b>Subtotal (Less Interest)</b>	<b>Interest Earned</b>	<b>Balance 6/30/2023</b>
601	Art Club	580.76	0.00	0.00	580.76	0.5688	581.33
608	AVID	2,476.48	0.00	0.00	2,476.48	2.4254	2,478.90
602	Band	1,835.75	0.00	0.00	1,835.75	1.7979	1,837.54
604	Baseball	3,764.20	0.00	0.00	3,764.20	3.6865	3,767.89
605	Basketball - Boys	312.23	0.00	0.00	312.23	0.3058	312.54
609	Choir Tour	543.20	0.00	0.00	543.20	0.5320	543.74
610	Cross Country Running	23.15	0.00	0.00	23.15	0.0227	23.17
613	Fellowship Christian Athletes (FCA)	993.16	0.00	0.00	993.16	0.9727	994.13
614	Football	2,405.82	0.00	0.00	2,405.82	2.3562	2,408.18
615	Gymnastics	2,345.50	0.00	0.00	2,345.50	2.2971	2,347.80
616	French Honor Society (FHS)	1,733.07	0.00	0.00	1,733.07	1.6973	1,734.77
624	Golf - Girls	6.14	0.00	0.00	6.14	0.0060	6.15
622	Marching Band	35,127.21	18,951.72	7,621.07	46,457.86	45.0429	46,502.91
<b>675</b>	<b>INTEREST EARNED</b>	<b>0.00</b>	<b>169.15</b>	<b>0.00</b>	<b>169.15</b>	<b>-</b>	<b>0.00</b>
623	National Honor Society (NHS)	2,487.83	0.00	0.00	2,487.83	2.4365	2,490.27
625	Nordic Skiing	3,508.25	0.00	0.00	3,508.25	3.4358	3,511.68
626	Orchestra (closed 2020, reopened 2021)	270.36	0.00	0.00	270.36	0.2648	270.63
627	Outdoor Club	50.22	0.00	0.00	50.22	0.0492	50.27
618	Peer Helpers	180.68	0.00	0.00	180.68	0.1770	180.86
632	Show Choir	19,683.21	0.00	0.00	19,683.21	19.2770	19,702.49
643	Soccer - Boys	633.40	0.00	0.00	633.40	0.6203	634.02
647	Spanish Club	12,645.00	0.00	0.00	12,645.00	12.3840	12,657.38
650	Student Council	41,636.89	0.00	0.00	41,636.89	40.7776	41,677.67
652	Tennis - Boys	3,290.90	0.00	0.00	3,290.90	3.2230	3,294.12
653	Tennis - Girls	294.15	0.00	0.00	294.15	0.2881	294.44
655	Thespians	545.84	0.00	0.00	545.84	0.5346	546.37
656	Track	10,097.35	0.00	256.00	9,841.35	9.6575	9,851.01
654	Ultimate Frisbee	524.38	0.00	0.00	524.38	0.5136	524.89
658	Volleyball	527.70	0.00	0.00	527.70	0.5168	528.21
659	Wrestling	5,358.49	0.00	0.00	5,358.49	5.2479	5,363.73
665	Middle School Yearbook	1,423.11	0.00	0.00	1,423.11	1.3937	1,424.51
666	Middle School Student Council	6,781.41	0.00	0.00	6,781.41	6.6415	6,788.05
		<b>162,085.85</b>	<b>19,120.87</b>	<b>7,877.07</b>	<b>173,329.65</b>	<b>169.1500</b>	<b>173,329.65</b>

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

August 2022 Investment Reconciliation - %-104-%

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	BALANCE END OF MONTH
GENERAL FUND - 01	19,500,000.00	0.00	5,000,000.00	14,500,000.00
BOND FUND - 06	0.00	0.00	0.00	0.00
SCHOLARSHIP FUND - 12	10,000.00	0.00	0.00	10,000.00
DENTAL SELF FUNDED - 20	498,000.00	0.00	0.00	498,000.00
HEALTH SELF FUNDED - 21	1,500,000.00	0.00	0.00	1,500,000.00
<b>TOTALS</b>	<b>21,508,000.00</b>	<b>0.00</b>	<b>5,000,000.00</b>	<b><u>16,508,000.00</u></b>

RECONCILEMENT OF TREASURER'S BALANCE WITH BANK

DESCRIPTION	BALANCE PER BANK STATEMENT	OTHER RECONCILING ITEMS	BALANCE PER TREASURER'S BOOKS
Certificates of Deposit - MSDLAF - General	0.00	0.00	0.00
Term - MSDLAF - General	14,500,000.00	0.00	14,500,000.00
Term - MSDLAF - Bond	0.00	0.00	0.00
Managed Account - MSDLAF - Bond	0.00	0.00	0.00
Scholarship CD	10,000.00	0.00	10,000.00
Certificates of Deposit - MSDLAF - Dental	248,000.00	0.00	248,000.00
Term - MSDLAF - Dental	250,000.00	0.00	250,000.00
Term - MSDLAF - Health	1,500,000.00	0.00	1,500,000.00
<b>TREASURER'S BALANCE</b>	<b>16,508,000.00</b>	<b>0.00</b>	<b><u>16,508,000.00</u></b>

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

August 2022 Bank Reconciliation

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	BALANCE END OF MONTH
GENERAL FUND- 01	6,912,239.54	6,239,782.96	1,793,006.97	14,945,029.47
FOOD SERVICE FUND - 02	1,200,463.59	49,542.26	(74,098.46)	1,175,907.39
COMMUNITY ED - 04	979,999.15	123,708.73	(224,515.47)	879,192.41
BUILDING CONSTRUCTION - 06	8,728,776.14	14,682.25	(1,003,821.89)	7,739,636.50
DEBT REDEMPTION - 07	18,264,983.20	71,747.41	(500.00)	18,336,230.61
STUDENT ACTIVITY FUND -10	178,518.35	1,963.06	(7,151.76)	173,329.65
DEFERRED ACCOUNTS - 11	654,766.03	33,963.85	(16,899.47)	671,830.41
SCHOLARSHIP - 12	226,064.00	470.25	(4,000.00)	222,534.25
TRUST - 18	69,285.08	0.00	81.20	69,366.28
DENTAL SELF FUNDED - 20	594,883.38	973.34	(34,518.08)	561,338.64
HEALTH SELF FUNDED -21	4,011,912.90	44,661.90	(612,009.11)	3,444,565.69
OPEB PERA/CE TRUST - 45	5,489,044.48	0.00	(244,519.35)	5,244,525.13
<b>TOTALS</b>	<b>47,310,935.84</b>	<b>6,581,496.01</b>	<b>(428,945.42)</b>	<b>53,463,486.43</b>

RECONCILEMENT OF TREASURER'S BALANCE WITH BANK

DESCRIPTION	BALANCE PER BANK STATEMENT	OUTSTANDING CHECKS	OUTSTANDING DEPOSITS	OTHER RECONCILING ITEMS	BALANCE PER TREASURER'S BOOKS
Merchants Bank	87,649.06	0.00	0.00	24.93	87,673.99
MSDLAF AP	1,045,323.79	(994,279.33)	0.00	0.00	51,044.46
MSDLAF Payroll	114,119.84	(13,872.79)	0.00	16.83	100,263.88
MSDLAF Scholarship	226,534.25	(4,000.00)	0.00	0.00	222,534.25
MSDLAF General	23,009,533.09	0.00	29,311.05	0.00	23,038,844.14
MSDLAF Flex	10,140.45	0.00	0.00	4,046.97	14,187.42
MSDLAF Dental Self Funded	546,914.54	0.00	0.00	14,424.10	561,338.64
MSDLAF Health Self Funded	3,446,866.98	(4,525.81)	0.00	0.00	3,442,341.17
MSDLAF Bond Proceeds	8,028,550.89	(288,914.39)	0.00	0.00	7,739,636.50
Vermillion Bank	175,666.65	(471.62)	0.00	0.00	175,195.03
MidAmerica - CE Trust	69,366.28	0.00	0.00	0.00	69,366.28
OPEB PERA/CE Trust Account	5,497,544.13	0.00	0.00	0.00	5,497,544.13
US Bank Escrow	12,463,516.54	0.00	0.00	0.00	12,463,516.54
<b>TREASURER'S BALANCE</b>	<b>54,721,726.49</b>	<b>(1,306,063.94)</b>	<b>29,311.05</b>	<b>18,512.83</b>	<b>53,463,486.43</b>

# HASTINGS PUBLIC SCHOOLS

## Payment Reg by Bank and Check

											Pay/Void			
Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Date	Amount	
MB	P302MB	99652		Wire	1	10229	MERCHANTS BANK FEES	C Corporation	No	Yes	No	08/05/2022	21.21	
Bank Total:												\$21.21		
USAP	P30201	99634		Wire	1	9860	MINNESOTA STATE RETIREMENT SYST	Other	No	Yes	No	08/05/2022	77,413.60	
USAP	P30215	99685		Wire	1	10920	AFFINETY - MERCH BANK FEES (WIRE)	S Corporation	No	Yes	No	08/16/2022	2,494.36	
USAP	P30215	99686		Wire	1	2976	SALES TAX (MN DEPT REVENUE)	Other	No	Yes	No	08/16/2022	3.00	
USAP	P30203	99744		Wire	1	9557	BMO HARRIS BANK NA	C Corporation	No	Yes	No	08/19/2022	10,415.63	
USAP	P30204	99799		Wire	1	11387	AMAZON CAPITAL SERVICES, INC	C Corporation	No	Yes	No	08/26/2022	7,473.43	
USAP	P30230	99813		Wire	1	3167	MSDLAF BANK FEES	Other	No	Yes	No	08/31/2022	160.13	
USAP	P30230	99814		Wire	1	9860	MINNESOTA STATE RETIREMENT SYST	Other	No	No	No	08/31/2022	348,973.00	
USAP	P30230	99815		Wire	1	9935	ELEYO FEES	S Corporation	No	Yes	No	08/31/2022	4,198.18	
USAP	P21130	98779	828639	Check	1	10865	SCHOOLMART	S Corporation	Yes	Yes	Yes	08/12/2022	(1,494.45)	
USAP	P21202	98928	828730	Check	1	11192	R20 PETRA KNAPS-JOHNSON		Yes	Yes	Yes	08/19/2022	(40.00)	
USAP	P21202	98942	828734	Check	1	11440	ROGERS, DARRIN		Yes	Yes	Yes	08/19/2022	(28.43)	
USAP	P30201	99640	829248	Check	1	11489	R2 ANDY TIX		Yes	Yes	No	08/05/2022	110.50	
USAP	P30201	99638	829249	Check	1	11488	R1 BOARD OF SCHOOL SUPERINTENDEN	Ind/Sole Proprietor	Yes	No	No	08/05/2022	4,500.00	
USAP	P30201	99642	829250	Check	1	1235	CITY OF HASTINGS	Other	Yes	Yes	No	08/05/2022	6,552.50	
USAP	P30201	99649	829251	Check	1	6745	CULLIGAN OF STILLWATER	S Corporation	Yes	Yes	No	08/05/2022	406.60	
USAP	P30201	99631	829252	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	Yes	No	08/05/2022	35.74	
USAP	P30201	99651	829253	Check	1	9926	DOOR SERVICE COMPANY OF THE TW	S Corporation	Yes	Yes	No	08/05/2022	350.00	
USAP	P30201	99637	829254	Check	1	11483	DORAN, SCOTT		Yes	Yes	No	08/05/2022	112.65	
USAP	P30201	99646	829255	Check	1	3775	Elementary Summer Schl Petty Cs		Yes	Yes	No	08/05/2022	390.33	
USAP	P30201	99624	829256	Check	1	10934	R1 FRANZ REPROGRAPHICS INC	S Corporation	Yes	Yes	No	08/05/2022	7,003.75	
USAP	P30201	99633	829257	Check	1	9880	GUSTAFSON, JILL		Yes	No	No	08/05/2022	122.03	
USAP	P30201	99636	829258	Check	1	11239	R1 HLS OUTDOOR	C Corporation	Yes	Yes	No	08/05/2022	22.72	
USAP	P30201	99632	829259	Check	1	9319	IND SCHOOL DIST 622	Other	Yes	Yes	No	08/05/2022	16,748.40	
USAP	P30201	99648	829260	Check	1	5828	JIM CARLSON LEASING CO.	C Corporation	Yes	Yes	No	08/05/2022	700.00	
USAP	P30201	99628	829261	Check	1	3918	R1 JOHNSON CONTROLS		Yes	Yes	No	08/05/2022	1,017.88	
USAP	P30201	99650	829262	Check	1	9459	R1 KONICA MINOLTA/LOFFLER	C Corporation	Yes	Yes	No	08/05/2022	2,705.18	
USAP	P30201	99627	829263	Check	1	1977	MINNESOTA COACHES INC	S Corporation	Yes	Yes	No	08/05/2022	63,956.66	
USAP	P30201	99626	829264	Check	1	11487	NEUMAN, JOSEPH OR JULIE		Yes	Yes	No	08/05/2022	250.00	
USAP	P30201	99625	829265	Check	1	11436	NORTH SHORE GYM SALES LLC	LLC - Partnership	Yes	Yes	No	08/05/2022	3,187.00	
USAP	P30201	99644	829266	Check	1	2819	REPUBLIC SERVICES #923	C Corporation	Yes	Yes	No	08/05/2022	3,874.85	
USAP	P30201	99630	829267	Check	1	8633	RUPP ANDERSON SQUIRES & WALDSF	C Corporation	Yes	Yes	No	08/05/2022	12,901.92	
USAP	P30201	99639	829268	Check	1	11489	R1 SHAWN LINDSTROM		Yes	Yes	No	08/05/2022	30.00	
USAP	P30201	99645	829269	Check	1	2873	R2 THERMO-DYNE, INC	S Corporation	Yes	Yes	No	08/05/2022	15,350.00	
USAP	P30201	99643	829270	Check	1	2548	R1 T-MOBILE	C Corporation	Yes	Yes	No	08/05/2022	1,600.00	
USAP	P30201	99647	829271	Check	1	5557	R1 ULINE SHIPPING SUPPLIES	S Corporation	Yes	Yes	No	08/05/2022	143.03	
USAP	P30201	99629	829272	Check	1	7490	UNIVERSITY LANGUAGE CTR INC	C Corporation	Yes	Yes	No	08/05/2022	90.00	

## HASTINGS PUBLIC SCHOOLS

### Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void		Amount
												Date		
USAP	P30201	99635	829273	Check	1	10851	R1 XELLO INC	C Corporation	Yes	Yes	No	08/05/2022		13,291.30
USAP	P30201	99641	829274	Check	1	1199	ZUZEK, ALEX		Yes	Yes	No	08/05/2022		121.50
USAP	P30202	99671	829275	Check	1	11213	ANDERSON, ERIN		Yes	Yes	No	08/12/2022		66.50
USAP	P30202	99669	829276	Check	1	1087	R1 ASCD	Other	Yes	Yes	No	08/12/2022		239.00
USAP	P30202	99678	829277	Check	1	4794	BLACK DIRT THEATER	Other	Yes	Yes	No	08/12/2022		3,959.60
USAP	P30202	99683	829278	Check	1	7911	CENTURYLINK	C Corporation	Yes	Yes	No	08/12/2022		89.40
USAP	P30202	99673	829279	Check	1	1235	CITY OF HASTINGS	Other	Yes	Yes	No	08/12/2022		8,148.56
USAP	P30202	99674	829280	Check	1	1281	CRISIS PREVENTION INSTITUTE	C Corporation	Yes	Yes	No	08/12/2022		5,770.42
USAP	P30202	99680	829281	Check	1	6183	R1 ECSI INC	S Corporation	Yes	Yes	No	08/12/2022		2,114.32
USAP	P30202	99679	829282	Check	1	5635	R1 ERIC ARMIN INC.	C Corporation	Yes	Yes	No	08/12/2022		1,403.16
USAP	P30202	99672	829283	Check	1	11493	ETS HEALTH	LLC - S Corp	Yes	Yes	No	08/12/2022		11,154.00
USAP	P30202	99682	829284	Check	1	7322	R1 FERGUSON ENTERPRISES	C Corporation	Yes	Yes	No	08/12/2022		140.78
USAP	P30202	99670	829285	Check	1	11193	HIRSCHAUER, BRITTNEY		Yes	Yes	No	08/12/2022		290.13
USAP	P30202	99675	829286	Check	1	1799	LAKESHORE LEARNING MATERIALS	S Corporation	Yes	Yes	No	08/12/2022		738.42
USAP	P30202	99676	829287	Check	1	1942	MENARDS	S Corporation	Yes	Yes	No	08/12/2022		93.80
USAP	P30202	99668	829288	Check	1	10780	MN CPR, LLC	Ind/Sole Proprietor	Yes	Yes	No	08/12/2022		325.00
USAP	P30202	99681	829289	Check	1	7210	REINDERS INC	C Corporation	Yes	Yes	No	08/12/2022		296.00
USAP	P30202	99667	829290	Check	1	10576	R1 RIVERSIDE INSIGHTS	LLC - Partnership	Yes	Yes	No	08/12/2022		517.00
USAP	P30202	99684	829291	Check	1	9479	R1 SAF-GARD SAFETY SHOE CO	S Corporation	Yes	Yes	No	08/12/2022		2,088.73
USAP	P30202	99677	829292	Check	1	2661	WINSOR LEARNING	S Corporation	Yes	Yes	No	08/12/2022		460.90
USAP	P30215	99721	829293	Check	1	7110	APPLE EDUCATION INC	C Corporation	Yes	Yes	No	08/16/2022		1,849.00
USAP	P30215	99692	829294	Check	1	10919	R1 ARVIG	S Corporation	Yes	Yes	No	08/16/2022		1,205.95
USAP	P30215	99700	829295	Check	1	1156	BIX PRODUCE COMPANY LLC	Partnership	Yes	Yes	No	08/16/2022		288.35
USAP	P30215	99695	829296	Check	1	11183	R1 CENTER FOR EDUCATIONAL LEADERS	Other	Yes	No	No	08/16/2022		8,550.00
USAP	P30215	99701	829297	Check	1	1235	CITY OF HASTINGS	Other	Yes	Yes	No	08/16/2022		18,390.60
USAP	P30215	99725	829298	Check	1	7840	CLINICARE CORPORATION	S Corporation	Yes	Yes	No	08/16/2022		2,676.75
USAP	P30215	99702	829299	Check	1	1251	COMMERCIAL KITCHEN SERVICES	S Corporation	Yes	Yes	No	08/16/2022		2,301.62
USAP	P30215	99703	829300	Check	1	1257	COMPUTER INTEGRATION TECHNOLO	S Corporation	Yes	Yes	No	08/16/2022		29.00
USAP	P30215	99704	829301	Check	1	1299	DAKOTA COUNTY PROPERTY TAXATIO	Other	Yes	Yes	No	08/16/2022		2,424.63
USAP	P30215	99716	829302	Check	1	3399	R1 DALCO	S Corporation	Yes	Yes	No	08/16/2022		819.04
USAP	P30215	99728	829303	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	Yes	No	08/16/2022		171.11
USAP	P30215	99729	829304	Check	1	8840	R1 DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	Yes	No	08/16/2022		144.11
USAP	P30215	99690	829305	Check	1	10860	DEPARTMENT OF TRANSPORTATION	Other	Yes	Yes	No	08/16/2022		743.00
USAP	P30215	99719	829306	Check	1	6190	R2 EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	Yes	Yes	No	08/16/2022		493.37
USAP	P30215	99734	829307	Check	1	9817	EMERGENCY OUTFITTERS INC	C Corporation	Yes	Yes	No	08/16/2022		880.00
USAP	P30215	99723	829308	Check	1	7322	R1 FERGUSON ENTERPRISES	C Corporation	Yes	Yes	No	08/16/2022		1,790.18
USAP	P30215	99689	829309	Check	1	10572	GENESIS TECHNOLOGIES, INC	C Corporation	Yes	Yes	No	08/16/2022		2,500.00
USAP	P30215	99735	829310	Check	1	9863	R2 GENUINE PARTS COMPANY	C Corporation	Yes	Yes	No	08/16/2022		35.99
USAP	P30215	99697	829311	Check	1	11220	GOPHERMODS LLC	LLC - S Corp	Yes	Yes	No	08/16/2022		356.00

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USAP	P30215	99705	829312	Check	1	1482	GRAINGER, W.W..	C Corporation	Yes	Yes	No	08/16/2022	570.39
USAP	P30215	99693	829313	Check	1	11133	HASTINGS CREAMERY LLC	Ind/Sole Proprietor	Yes	Yes	No	08/16/2022	702.55
USAP	P30215	99717	829314	Check	1	3718	HASTINGS PARKS & RECREATION	Other	Yes	Yes	No	08/16/2022	594.23
USAP	P30215	99706	829315	Check	1	1582	HILLYARD INC-MINNEAPOLIS	C Corporation	Yes	Yes	No	08/16/2022	7,774.76
USAP	P30215	99731	829316	Check	1	9329	HOMETOWN ACE HARDWARE	S Corporation	Yes	No	No	08/16/2022	790.10
USAP	P30215	99718	829317	Check	1	5254	HORIZON SOFTWARE INTERNATIONAL	C Corporation	Yes	Yes	No	08/16/2022	340.00
USAP	P30215	99724	829318	Check	1	7721	R3 INNOVATIVE OFFICE SOLUTIONS	LLC - Partnership	Yes	Yes	No	08/16/2022	2,221.74
USAP	P30215	99732	829319	Check	1	9459	R1 KONICA MINOLTA/LOFFLER	C Corporation	Yes	Yes	No	08/16/2022	2,705.18
USAP	P30215	99694	829320	Check	1	11165	R1 LIBERTY SUPPLY LLC	LLC - S Corp	Yes	Yes	No	08/16/2022	5,731.92
USAP	P30215	99733	829321	Check	1	9776	R1 LOFFLER COMPANIES	S Corporation	Yes	Yes	No	08/16/2022	587.00
USAP	P30215	99707	829322	Check	1	1891	R1 MASBO	C Corporation	Yes	Yes	No	08/16/2022	25.00
USAP	P30215	99736	829323	Check	1	9885	MATT HENNING TECH	Ind/Sole Proprietor	Yes	No	No	08/16/2022	1,463.00
USAP	P30215	99708	829324	Check	1	1919	R01 MCGRAW HILL	C Corporation	Yes	Yes	No	08/16/2022	206.85
USAP	P30215	99722	829325	Check	1	7173	MEDICINE LAKE TOURS	S Corporation	Yes	Yes	No	08/16/2022	2,464.00
USAP	P30215	99730	829326	Check	1	9051	MERIDIAN CONSULTING GROUP LLC	Ind/Sole Proprietor	Yes	No	No	08/16/2022	1,195.00
USAP	P30215	99709	829327	Check	1	2093	METRO EAST CONFERENCE	Other	Yes	Yes	No	08/16/2022	7,000.00
USAP	P30215	99688	829328	Check	1	10500	R4 MRI SOFTWARE LLC	LLC - Partnership	Yes	Yes	No	08/16/2022	10.00
USAP	P30215	99687	829329	Check	1	10019	R1 NCS PEARSON INC	C Corporation	Yes	Yes	No	08/16/2022	689.32
USAP	P30215	99698	829330	Check	1	11348	NORTHWEST PASSAGE LTD	C Corporation	Yes	Yes	No	08/16/2022	3,255.00
USAP	P30215	99727	829331	Check	1	8314	R2 NUTRIKIDS/HEARTLAND PAYMENT SYS	C Corporation	Yes	Yes	No	08/16/2022	550.00
USAP	P30215	99720	829332	Check	1	6426	PAPCO	C Corporation	Yes	Yes	No	08/16/2022	653.01
USAP	P30215	99710	829333	Check	1	2267	REGION V COMPUTER SERVICES	Other	Yes	Yes	No	08/16/2022	2,276.60
USAP	P30215	99726	829334	Check	1	8228	R1 SCHOOL DATEBOOKS INC	S Corporation	Yes	Yes	No	08/16/2022	5,670.00
USAP	P30215	99711	829335	Check	1	2352	R1 SCHOOL HEALTH CORPORATION	S Corporation	Yes	Yes	No	08/16/2022	383.88
USAP	P30215	99691	829336	Check	1	10865	SCHOOLMART	S Corporation	Yes	Yes	No	08/16/2022	1,494.45
USAP	P30215	99712	829337	Check	1	2387	SHERWIN WILLIAMS CO	C Corporation	Yes	Yes	No	08/16/2022	42.94
USAP	P30215	99696	829338	Check	1	11196	R1 SHRED IT USA - C/O STERICYCLE INC.	C Corporation	Yes	Yes	No	08/16/2022	787.33
USAP	P30215	99713	829339	Check	1	2476	STERNAU & ASSOCIATES	Ind/Sole Proprietor	Yes	Yes	No	08/16/2022	2,323.17
USAP	P30215	99714	829340	Check	1	2500	SUPREME SCHOOL SUPPLY CO	S Corporation	Yes	Yes	No	08/16/2022	261.71
USAP	P30215	99699	829341	Check	1	11495	SUSI EPPERSON CONSULTING, LLC	Ind/Sole Proprietor	Yes	Yes	No	08/16/2022	350.00
USAP	P30215	99715	829342	Check	1	3277	UPPER LAKES FOODS, INC	S Corporation	Yes	Yes	No	08/16/2022	30,936.11
USAP	P30203	99753	829343	Check	1	11468	ANDERSON AUTOMATION LLC	Ind/Sole Proprietor	Yes	Yes	No	08/19/2022	735.24
USAP	P30203	99745	829344	Check	1	1087	R1 ASCD	Other	Yes	Yes	No	08/19/2022	89.00
USAP	P30203	99747	829345	Check	1	10912	ASSOC OF METROPOLITAN SCHOOL D	Other	Yes	No	No	08/19/2022	8,841.00
USAP	P30203	99748	829346	Check	1	11152	BERRY'S ALL FLOORING	Ind/Sole Proprietor	Yes	Yes	No	08/19/2022	3,457.20
USAP	P30203	99765	829347	Check	1	5986	R2 CENGAGE LEARNING	C Corporation	Yes	Yes	No	08/19/2022	12,523.50
USAP	P30203	99763	829348	Check	1	3748	CENTERPOINT ENERGY	C Corporation	Yes	Yes	No	08/19/2022	5,152.34
USAP	P30203	99751	829349	Check	1	11290	CLARKE, DANIEL		Yes	Yes	No	08/19/2022	80.00
USAP	P30203	99771	829350	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	Yes	No	08/19/2022	232.14

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												Date		
USAP	P30203	99767	829351	Check	1	7322	R1	FERGUSON ENTERPRISES	C Corporation	Yes	Yes	No	08/19/2022	19.65
USAP	P30203	99769	829352	Check	1	8718		FOOD SERVICE PETTY CASH ACCOUN		Yes	Yes	No	08/19/2022	800.00
USAP	P30203	99772	829353	Check	1	9863	R2	GENUINE PARTS COMPANY	C Corporation	Yes	Yes	No	08/19/2022	22.11
USAP	P30203	99750	829354	Check	1	11220		GOPHERMODS LLC	LLC - S Corp	Yes	No	No	08/19/2022	89.00
USAP	P30203	99762	829355	Check	1	3718		HASTINGS PARKS & RECREATION	Other	Yes	Yes	No	08/19/2022	1,534.55
USAP	P30203	99742	829356	Check	1	1665		INTERMEDIATE SCHOOL DIST 917	Other	Yes	Yes	No	08/19/2022	48,531.70
USAP	P30203	99768	829357	Check	1	7870		JOHNSON, NICOLE		Yes	Yes	No	08/19/2022	25.00
USAP	P30203	99755	829358	Check	1	1876		MALLOY, MONTAGUE, KARNOWSKI,	C Corporation	Yes	Yes	No	08/19/2022	2,760.00
USAP	P30203	99761	829359	Check	1	3150		MIDDLE SCHOOL PETTY CASH FUND		Yes	Yes	No	08/19/2022	300.00
USAP	P30203	99756	829360	Check	1	1977		MINNESOTA COACHES INC	S Corporation	Yes	Yes	No	08/19/2022	22,147.66
USAP	P30203	99757	829361	Check	1	1993		MINNESOTA SCHOOL BOARDS ASS'N.	Other	Yes	Yes	No	08/19/2022	12,826.00
USAP	P30203	99764	829362	Check	1	4163		MN DEPT OF LABOR & INDUSTRY	Other	Yes	Yes	No	08/19/2022	200.00
USAP	P30203	99766	829363	Check	1	6341	R1	O'REILLY AUTO PARTS	LLC - C Corp	Yes	Yes	No	08/19/2022	150.22
USAP	P30203	99754	829364	Check	1	11472		PEABODY ENTERPRISES INC	S Corporation	Yes	Yes	No	08/19/2022	35,115.00
USAP	P30203	99749	829365	Check	1	11192	R20	PETRA KNAPS-JOHNSON		Yes	No	No	08/19/2022	40.00
USAP	P30203	99752	829366	Check	1	11440		ROGERS, DARRIN		Yes	Yes	No	08/19/2022	28.43
USAP	P30203	99760	829367	Check	1	2704	R2	SCHOLASTIC MAGAZINES	C Corporation	Yes	Yes	No	08/19/2022	19,172.08
USAP	P30203	99770	829368	Check	1	8815	R1	SCHOOLS FOR EQUITY IN EDUCATION	Other	Yes	No	No	08/19/2022	5,871.00
USAP	P30203	99758	829369	Check	1	2461		STATE CHEMICAL SOLUTIONS	S Corporation	Yes	Yes	No	08/19/2022	508.28
USAP	P30203	99746	829370	Check	1	10898	R1	SYMMETRY ENERGY SOLUTIONS	LLC - Partnership	Yes	Yes	No	08/19/2022	1,013.08
USAP	P30203	99759	829371	Check	1	2522		TERRY'S HARDWARE	S Corporation	Yes	Yes	No	08/19/2022	1,312.39
USAP	P30203	99743	829372	Check	1	2567		U.S. BANK	C Corporation	Yes	Yes	No	08/19/2022	500.00
USAP	P30204	99803	829373	Check	1	4794		BLACK DIRT THEATER	Other	Yes	No	No	08/26/2022	1,851.20
USAP	P30204	99802	829374	Check	1	3364		DAVIS, VICKI		Yes	No	No	08/26/2022	28.66
USAP	P30204	99806	829375	Check	1	9863	R2	GENUINE PARTS COMPANY	C Corporation	Yes	No	No	08/26/2022	55.96
USAP	P30204	99800	829376	Check	1	1090		HASTINGS NATIONAL GUARD ARMORY		Yes	No	No	08/26/2022	3,000.00
USAP	P30204	99797	829377	Check	1	3075		IND. SCHOOL DIST 287	Other	Yes	No	No	08/26/2022	8,670.80
USAP	P30204	99804	829378	Check	1	7721	R3	INNOVATIVE OFFICE SOLUTIONS	LLC - Partnership	Yes	No	No	08/26/2022	317.49
USAP	P30204	99796	829379	Check	1	1665		INTERMEDIATE SCHOOL DIST 917	Other	Yes	No	No	08/26/2022	80,751.58
USAP	P30204	99805	829380	Check	1	7804		KIDCREATE STUDIO	LLC - S Corp	Yes	No	No	08/26/2022	341.00
USAP	P30204	99801	829381	Check	1	1982		MINNESOTA DEPT. OF HEALTH	Other	Yes	No	No	08/26/2022	105.00
USAP	P30204	99798	829382	Check	1	8633		RUPP ANDERSON SQUIRES & WALDSF	C Corporation	Yes	No	No	08/26/2022	5,599.77
USAP	P30230	99816	829383	Check	1	1012		ACCLAIM SERVICES, INC	C Corporation	Yes	No	No	08/31/2022	9,337.50
USAP	P30230	99876	829384	Check	1	7110		APPLE EDUCATION INC	C Corporation	Yes	No	No	08/31/2022	1,209.00
USAP	P30230	99884	829385	Check	1	8685		APPLE VALLEY HS VOLLEYBALL BOOS	C Corporation	Yes	No	No	08/31/2022	245.00
USAP	P30230	99822	829386	Check	1	11056		ARCHER MECHANICAL LLC	S Corporation	Yes	No	No	08/31/2022	417.50
USAP	P30230	99875	829387	Check	1	7092		BECK PHOTOGRAPHY	Ind/Sole Proprietor	Yes	No	No	08/31/2022	900.00
USAP	P30230	99823	829388	Check	1	11203		BOUGIE-SCHMIDT, JODI	Ind/Sole Proprietor	Yes	No	No	08/31/2022	1,300.00
USAP	P30230	99832	829389	Check	1	1214		CDW GOVERNMENT	LLC - C Corp	Yes	No	No	08/31/2022	1,000.00

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USAP	P30230	99878	829390	Check	1	7295	CENTURYLINK	C Corporation	Yes	No	No	08/31/2022		166.06
USAP	P30230	99879	829391	Check	1	7332	CENTURYLINK	C Corporation	Yes	No	No	08/31/2022		3,561.83
USAP	P30230	99833	829392	Check	1	1257	COMPUTER INTEGRATION TECHNOLO	S Corporation	Yes	No	No	08/31/2022		14,508.30
USAP	P30230	99869	829393	Check	1	5447	R1 CONSCIOUS DISIPLINE	LLC - S Corp	Yes	No	No	08/31/2022		777.78
USAP	P30230	99862	829394	Check	1	3399	R1 DALCO	S Corporation	Yes	No	No	08/31/2022		3,434.33
USAP	P30230	99885	829395	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS	S Corporation	Yes	No	No	08/31/2022		12.86
USAP	P30230	99834	829396	Check	1	1319	DEMCO	S Corporation	Yes	No	No	08/31/2022		79.39
USAP	P30230	99880	829397	Check	1	7637	EAST RIDGE HIGH SCHOOL	Other	Yes	No	No	08/31/2022		440.00
USAP	P30230	99873	829398	Check	1	6183	R1 ECSI INC	S Corporation	Yes	No	No	08/31/2022		16,416.58
USAP	P30230	99882	829399	Check	1	7892	FOOT, WILLIAM	Ind/Sole Proprietor	Yes	No	No	08/31/2022		127.00
USAP	P30230	99872	829400	Check	1	5963	R1 FRONTLINE TECHNOLOGIES, INC.	LLC - Partnership	Yes	No	No	08/31/2022		13,793.22
USAP	P30230	99835	829401	Check	1	1482	GRAINGER, W.W..	C Corporation	Yes	No	No	08/31/2022		1,557.33
USAP	P30230	99836	829402	Check	1	1483	GRAPHIC DESIGN INC	S Corporation	Yes	No	No	08/31/2022		1,940.00
USAP	P30230	99828	829403	Check	1	11471	HANDS-ON TASKS INC.	S Corporation	Yes	No	No	08/31/2022		354.48
USAP	P30230	99867	829404	Check	1	4980	HANSON, TRENT		Yes	No	No	08/31/2022		31.99
USAP	P30230	99863	829405	Check	1	3718	HASTINGS PARKS & RECREATION	Other	Yes	No	No	08/31/2022		2,494.56
USAP	P30230	99886	829406	Check	1	9084	HD SUPPLY FACILITIES MAINTENANCE	Partnership	Yes	No	No	08/31/2022		548.04
USAP	P30230	99837	829407	Check	1	1582	HILLYARD INC-MINNEAPOLIS	C Corporation	Yes	No	No	08/31/2022		1,055.72
USAP	P30230	99817	829408	Check	1	10247	HOLMEN AREA FOUNDATION	Other	Yes	No	No	08/31/2022		400.00
USAP	P30230	99840	829409	Check	1	1845	HORIZON COMMERCIAL POOL SUPPLY	S Corporation	Yes	No	No	08/31/2022		6,320.92
USAP	P30230	99838	829410	Check	1	1614	HUDSON HIGH SCHOOL	Other	Yes	No	No	08/31/2022		200.00
USAP	P30230	99824	829411	Check	1	11207	INFINITE HEALTH COLLABORATIVE	C Corporation	Yes	No	No	08/31/2022		140.00
USAP	P30230	99881	829412	Check	1	7721	R3 INNOVATIVE OFFICE SOLUTIONS	LLC - Partnership	Yes	No	No	08/31/2022		2,636.16
USAP	P30230	99839	829413	Check	1	1660	INSTITUTE FOR ENVIRONMENTAL ASS	S Corporation	Yes	No	No	08/31/2022		7,648.26
USAP	P30230	99811	829414	Check	1	1665	INTERMEDIATE SCHOOL DIST 917	Other	Yes	No	No	08/31/2022		18,112.08
USAP	P30230	99871	829415	Check	1	5828	JIM CARLSON LEASING CO.	C Corporation	Yes	No	No	08/31/2022		700.00
USAP	P30230	99864	829416	Check	1	4233	LAKEVILLE NORTH HIGH SCHOOL	Other	Yes	No	No	08/31/2022		200.00
USAP	P30230	99842	829417	Check	1	1890	R1 MASA	C Corporation	Yes	No	No	08/31/2022		1,330.00
USAP	P30230	99843	829418	Check	1	1891	R1 MASBO	C Corporation	Yes	No	No	08/31/2022		110.00
USAP	P30230	99866	829419	Check	1	4314	MASPA	Other	Yes	No	No	08/31/2022		250.00
USAP	P30230	99844	829420	Check	1	1894	MASSP	Other	Yes	No	No	08/31/2022		964.00
USAP	P30230	99861	829421	Check	1	3072	MCAULIFFE PETTY CASH ACCOUNT		Yes	No	No	08/31/2022		500.00
USAP	P30230	99877	829422	Check	1	7173	MEDICINE LAKE TOURS	S Corporation	Yes	No	No	08/31/2022		26,800.00
USAP	P30230	99845	829423	Check	1	1942	MENARDS	S Corporation	Yes	No	No	08/31/2022		31.95
USAP	P30230	99846	829424	Check	1	1949	METRO ECSU	Other	Yes	No	No	08/31/2022		3,150.00
USAP	P30230	99825	829425	Check	1	11331	R1 MIDWEST MACHINERY CO	S Corporation	Yes	No	No	08/31/2022		806.84
USAP	P30230	99847	829426	Check	1	1977	MINNESOTA COACHES INC	S Corporation	Yes	No	No	08/31/2022		6,717.52
USAP	P30230	99890	829427	Check	1	9896	MNWD	S Corporation	Yes	No	No	08/31/2022		450.00
USAP	P30230	99860	829428	Check	1	2795	MTI DISTRIBUTING, INC.	C Corporation	Yes	No	No	08/31/2022		330.34

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USAP	P30230	99849	829429	Check	1	2054	NARDINI FIRE EQUIPMENT	LLC - Partnership	Yes	No	No	08/31/2022		1,780.60
USAP	P30230	99852	829430	Check	1	2235	R1 NCS PEARSON INC	C Corporation	Yes	No	No	08/31/2022		456.75
USAP	P30230	99850	829431	Check	1	2094	NINE EAGLES PROMOTIONS	S Corporation	Yes	No	No	08/31/2022		2,205.00
USAP	P30230	99818	829432	Check	1	10721	R3 NORTHFIELD SOLAR LLC	LLC - Partnership	Yes	No	No	08/31/2022		50,947.87
USAP	P30230	99841	829433	Check	1	1882	OFFICE OF MN IT SERVICES	Other	Yes	No	No	08/31/2022		26.25
USAP	P30230	99851	829434	Check	1	2146	ORKIN PEST CONTROL INC.	C Corporation	Yes	No	No	08/31/2022		387.25
USAP	P30230	99829	829435	Check	1	11472	PEABODY ENTERPRISES INC	S Corporation	Yes	No	No	08/31/2022		12,450.00
USAP	P30230	99853	829436	Check	1	2261	RED WING HIGH SCHOOL-ISD 256	Other	Yes	No	No	08/31/2022		250.00
USAP	P30230	99830	829437	Check	1	11504	RYAN, JAMES ROBERT	Ind/Sole Proprietor	Yes	No	No	08/31/2022		127.00
USAP	P30230	99888	829438	Check	1	9479	R1 SAF-GARD SAFETY SHOE CO	S Corporation	Yes	No	No	08/31/2022		353.95
USAP	P30230	99854	829439	Check	1	2341	SCHINDLER ELEVATOR CORP.	C Corporation	Yes	No	No	08/31/2022		1,773.34
USAP	P30230	99859	829440	Check	1	2704	R2 SCHOLASTIC MAGAZINES	C Corporation	Yes	No	No	08/31/2022		678.54
USAP	P30230	99848	829441	Check	1	2039	SCHOOL NUTRITION DIR. OF MN.	Other	Yes	No	No	08/31/2022		100.00
USAP	P30230	99821	829442	Check	1	10918	R1 SCREENCASTIFY, LLC	LLC - C Corp	Yes	No	No	08/31/2022		5,440.00
USAP	P30230	99812	829443	Check	1	6682	SFM	C Corporation	Yes	No	No	08/31/2022		25,070.00
USAP	P30230	99855	829444	Check	1	2387	SHERWIN WILLIAMS CO	C Corporation	Yes	No	No	08/31/2022		601.04
USAP	P30230	99868	829445	Check	1	5445	R1 SUMMIT FIRE PROTECTION INC.	C Corporation	Yes	No	No	08/31/2022		3,240.00
USAP	P30230	99827	829446	Check	1	11378	THE JOURNAL	Ind/Sole Proprietor	Yes	No	No	08/31/2022		400.00
USAP	P30230	99856	829447	Check	1	2548	R1 T-MOBILE	C Corporation	Yes	No	No	08/31/2022		170.39
USAP	P30230	99857	829448	Check	1	2555	TREE HOUSE	C Corporation	Yes	No	No	08/31/2022		332.70
USAP	P30230	99858	829449	Check	1	2563	TROPHIES PLUS	Ind/Sole Proprietor	Yes	No	No	08/31/2022		72.00
USAP	P30230	99831	829450	Check	1	11506	TWIN CITIES PUBLIC TELEVISION, INC.	Other	Yes	No	No	08/31/2022		2,000.00
USAP	P30230	99889	829451	Check	1	9850	TWIN CITY FILTER SERVICE INC	C Corporation	Yes	No	No	08/31/2022		730.36
USAP	P30230	99870	829452	Check	1	5557	R1 ULINE SHIPPING SUPPLIES	S Corporation	Yes	No	No	08/31/2022		161.86
USAP	P30230	99887	829453	Check	1	9280	UNITED PROMOTIONS	Ind/Sole Proprietor	Yes	No	No	08/31/2022		120.00
USAP	P30230	99865	829454	Check	1	4252	R1 VIKING ELECTRIC SUPPLY INC	C Corporation	Yes	No	No	08/31/2022		141.19
USAP	P30230	99819	829455	Check	1	10722	R3 WALCOTT SOLAR LLC	LLC - Partnership	Yes	No	No	08/31/2022		29,379.43
USAP	P30230	99820	829456	Check	1	10723	R3 WARSAW SOLAR LLC	LLC - Partnership	Yes	No	No	08/31/2022		25,642.26
USAP	P30230	99883	829457	Check	1	7919	WINTER, CLARENCE	Ind/Sole Proprietor	Yes	No	No	08/31/2022		127.00
USAP	P30230	99874	829458	Check	1	6727	ZEH TEK INC	S Corporation	Yes	No	No	08/31/2022		4,070.00
USAP	P30230	99826	829459	Check	1	11376	ZELLMER, AMY	Ind/Sole Proprietor	Yes	No	No	08/31/2022		360.00

Bank Total: \$1,380,642.00

Report Total: \$1,380,663.21

## HASTINGS PUBLIC SCHOOLS Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
USPR	P231P3	99604		Wire	1 1984		MINNESOTA DEPT. OF REVENUE	Other	No	Yes	No	08/01/2022	196.77
USPR	P231P3	99605		Wire	1 2705		EFTPS - TAX PAYMENT		No	Yes	No	08/01/2022	1,818.48
USPR	P231P4	99611		Wire	1 1984		MINNESOTA DEPT. OF REVENUE	Other	No	Yes	No	08/02/2022	2,610.81
USPR	P231P4	99612		Wire	1 2705		EFTPS - TAX PAYMENT		No	Yes	No	08/02/2022	19,943.69
USPR	P232P1	99653		Wire	1 10929		EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	No	Yes	No	08/08/2022	50,468.41
USPR	P232P1	99654		Wire	1 1984		MINNESOTA DEPT. OF REVENUE	Other	No	Yes	No	08/08/2022	36,854.89
USPR	P232P1	99655		Wire	1 2016		MN TRA	Other	No	Yes	No	08/08/2022	122,020.31
USPR	P232P1	99656		Wire	1 2705		EFTPS - TAX PAYMENT		No	Yes	No	08/08/2022	217,078.68
USPR	P232P1	99657		Wire	1 7771		MINNESOTA PERA (WIRE TRANSFER)	Other	No	Yes	No	08/08/2022	24,107.06
USPR	P232P2	99773		Wire	1 10929		EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	No	Yes	No	08/22/2022	50,526.40
USPR	P232P2	99774		Wire	1 1984		MINNESOTA DEPT. OF REVENUE	Other	No	Yes	No	08/22/2022	36,574.84
USPR	P232P2	99775		Wire	1 2016		MN TRA	Other	No	Yes	No	08/22/2022	118,414.60
USPR	P232P2	99776		Wire	1 2705		EFTPS - TAX PAYMENT		No	Yes	No	08/22/2022	213,695.95
USPR	P232P2	99777		Wire	1 7771		MINNESOTA PERA (WIRE TRANSFER)	Other	No	Yes	No	08/22/2022	25,009.51
USPR	P232P3	99795		Wire	1 3166		BREMER BANK FEES	Other	No	Yes	No	08/26/2022	221.40
USPR	P22JP3	99610	105437	Check	1 10169		STANDARD INSURANCE COMPANY	C Corporation	Yes	Yes	No	08/02/2022	17,793.72
USPR	P232P1	99658	105438	Check	1 1974		MINNESOTA CHILD SUPPORT PYMT C	Other	Yes	Yes	No	08/08/2022	160.50
USPR	P232P2	99781	105439	Check	1 4539		HASTINGS PUBLIC SCHOOLS FOUNDA	Other	Yes	No	No	08/22/2022	717.00
USPR	P232P2	99782	105440	Check	1 7384		HIGH SCHOOL FACULTY SCHOLARSHII		Yes	Yes	No	08/22/2022	78.00
USPR	P232P2	99778	105441	Check	1 1974		MINNESOTA CHILD SUPPORT PYMT C	Other	Yes	Yes	No	08/22/2022	160.50
USPR	P232P2	99779	105442	Check	1 2002		MINNESOTA TEAMSTERS LOCAL 320	Other	Yes	Yes	No	08/22/2022	1,537.50
USPR	P232P2	99780	105443	Check	1 2010		NCPERS GROUP LIFE INS -157410	C Corporation	Yes	No	No	08/22/2022	48.00
USPR	P232P2	99783	105444	Check	1 8906		WINGS FINANCIAL CREDIT UNION	C Corporation	Yes	No	No	08/22/2022	200.00
USPR	P232P3	99794	105445	Check	1 10169		STANDARD INSURANCE COMPANY	C Corporation	Yes	No	No	08/26/2022	12,390.15

Bank Total: \$952,627.17

Report Total: \$952,627.17

## HASTINGS PUBLIC SCHOOLS Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
USBP	P301B1	99347	1089	Check	1 4163		MN DEPT OF LABOR & INDUSTRY	Other	Yes	Yes	Yes	08/25/2022	(1,054.10)
USBP	P302B1	99622	1098	Check	1 11434		CM CONSTRUCTION COMPANY INC.	S Corporation	Yes	Yes	No	08/05/2022	359,326.10
USBP	P302B1	99621	1099	Check	1 10938		DERAU CONSTRUCTION LLC	LLC - S Corp	Yes	Yes	No	08/05/2022	80,417.50
USBP	P302B1	99623	1100	Check	1 11494		NEO ELECTRICAL SOLUTIONS LLC	Ind/Sole Proprietor	Yes	Yes	No	08/05/2022	89,461.50
USBP	P302B2	99666	1101	Check	1 11469		HARTMAN COMPANIES INC.	S Corporation	Yes	Yes	No	08/12/2022	61,770.00
USBP	P302B3	99789	1102	Check	1 1169	R1	BRAUN INTERTEC CORPORATION	S Corporation	Yes	Yes	No	08/25/2022	1,120.00
USBP	P302B3	99786	1103	Check	1 10938		DERAU CONSTRUCTION LLC	LLC - S Corp	Yes	Yes	No	08/25/2022	96,715.70
USBP	P302B3	99788	1104	Check	1 11476		JT EGNER CONSTRUCTION	LLC - S Corp	Yes	No	No	08/25/2022	197,321.82
USBP	P302B3	99787	1105	Check	1 11391		LOEFFLER CONSTRUCTION & CONSUI	LLC - S Corp	Yes	Yes	No	08/25/2022	15,396.20
USBP	P302B3	99790	1106	Check	1 2448		ST. PAUL LINOLEUM AND CARPET	S Corporation	Yes	Yes	No	08/25/2022	87,719.20
USBP	P302B3	99791	1107	Check	1 2663		WOLD ARCHITECTS AND ENGNRS INC	C Corporation	Yes	No	No	08/25/2022	15,627.97
Bank Total:												\$1,003,821.89	
Report Total:												\$1,003,821.89	

## HASTINGS PUBLIC SCHOOLS Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
ACTV	P23021	99615		Wire	1	9557	BMO HARRIS BANK NA	C Corporation	No	Yes	No	08/05/2022	1,888.70
ACTV	P23023	99792		Wire	1	11387	AMAZON CAPITAL SERVICES, INC	C Corporation	No	Yes	No	08/25/2022	77.37
ACTV	P23021	99613	38039	Check	1	1483	GRAPHIC DESIGN INC	S Corporation	Yes	Yes	No	08/05/2022	580.00
ACTV	P23021	99614	38040	Check	1	8295	MATUZAK, JOEL	Ind/Sole Proprietor	Yes	Yes	No	08/05/2022	2,750.00
ACTV	P23022	99661	38041	Check	1	11498	ANDERSON, ZACK		Yes	Yes	No	08/12/2022	37.10
ACTV	P23022	99659	38042	Check	1	11496	CLIFFORD, MARY		Yes	No	No	08/12/2022	43.25
ACTV	P23022	99660	38043	Check	1	11497	EDEN PRAIRIE BANDS	C Corporation	Yes	No	No	08/12/2022	100.00
ACTV	P23022	99662	38044	Check	1	3030	GROTH MUSIC	S Corporation	Yes	Yes	No	08/12/2022	163.00
ACTV	P23022	99665	38045	Check	1	8694	KUMMER, CINDY		Yes	Yes	No	08/12/2022	381.00
ACTV	P23022	99663	38046	Check	1	4663	LOCKWOOD, SARAH		Yes	Yes	No	08/12/2022	130.07
ACTV	P23022	99664	38047	Check	1	7311	STEVE WEISS MUSIC INC.	S Corporation	Yes	Yes	No	08/12/2022	672.90
ACTV	P23023	99793	38048	Check	1	11501	TEUBER, CHRISTINE		Yes	No	No	08/25/2022	328.37

Bank Total: \$7,151.76

Report Total: \$7,151.76

# HASTINGS PUBLIC SCHOOLS

## Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Pay/Void				Amount
									Print	Recon	Void	Date	
SCH	P3021P	99784	304428	Check	1 11306		DAKOTA COUNTY TECHNICAL COLLEG	Other	Yes	No	No	08/23/2022	2,000.00
SCH	P3021P	99785	304429	Check	1 5756		DRAKE UNIVERSITY	C Corporation	Yes	No	No	08/23/2022	2,000.00
Bank Total:												\$4,000.00	
Report Total:												\$4,000.00	

## HASTINGS PUBLIC SCHOOLS

### Dental Self-Funded Summary

### Period Ending August 31, 2022

Sequence: Crs, Org, Fd

										23ADP				% YTD		
Description										Annual Budget	Period 202302	Year To Date	% YTD	Encumbrances	+ Enc	Remaining Balance
R	20	000	000	000	087	000	422	000	EE Unpaid Premiums	0.00	0.00	0.00	0%	0.00	0%	0.00
R	20	000	000	000	092	000	422	000	Interest-Dental	(3,727.00)	(973.34)	(479.97)	13%	0.00	13%	(3,247.03)
R	20	000	000	000	095	000	422	000	Employer Share/Premiums	(509,026.00)	(6,349.23)	(76,329.99)	15%	0.00	15%	(432,696.01)
R	20	000	000	000	097	000	422	000	Employee Share/Premiums	(109,325.00)	(2,089.56)	(11,153.84)	10%	0.00	10%	(98,171.16)
R	20	000	000	000	098	000	422	000	Retiree-Cobra Share/Premiurr	(98,004.00)	(9,577.75)	(18,104.76)	18%	0.00	18%	(79,899.24)
E	20	005	105	000	301	000	422	000	Fees-Carrier & Consultant	31,320.00	2,563.60	5,133.00	16%	0.00	16%	26,187.00
E	20	005	105	000	302	000	422	000	Claims-Dental	597,548.00	49,971.02	103,064.92	17%	0.00	17%	494,483.08
<b>000 Districtwide</b>										<b>(91,214.00)</b>	<b>33,544.74</b>	<b>2,129.36</b>	<b>(2%)</b>	<b>0.00</b>	<b>(2%)</b>	<b>(93,343.36)</b>
<b>Report Totals:</b>										<b>(91,214.00)</b>	<b>33,544.74</b>	<b>2,129.36</b>	<b>(2%)</b>	<b>0.00</b>	<b>(2%)</b>	<b>(93,343.36)</b>

# HASTINGS PUBLIC SCHOOLS

## Health Self-Funded Summary

### Period Ending August 31, 2022

Sequence: Crs, Org, Fd

										23ADP			% YTD			Remaining
										Annual Budget	Period 202302	Year To Date	% YTD	Encumbrances	+ Enc	Balance
										Description						
R	21	000	000	000	095	000	422	000	Employer Share/Premiums	(6,180,649.00)	(86,112.53)	(922,119.57)	15%	0.00	15%	(5,258,529.43)
R	21	000	000	000	097	000	422	000	Employee Share/Premiums	(1,043,111.00)	(12,457.47)	(120,356.93)	12%	0.00	12%	(922,754.07)
R	21	000	000	000	098	000	422	000	Retiree-Cobra Share/Premiurr	(286,389.00)	(26,356.32)	(57,106.14)	20%	0.00	20%	(229,282.86)
R	21	000	000	000	099	000	422	000	ER/Trust Share for Retirees	(61,635.00)	(2,814.68)	(5,829.36)	9%	0.00	9%	(55,805.64)
R	21	000	000	000	092	000	422	000	Interest -Health	(41,290.00)	(6,187.00)	(7,424.15)	18%	0.00	18%	(33,865.85)
R	21	000	000	000	087	000	422	000	EE Unpaid Premiums	0.00	0.00	0.00	0%	0.00	0%	0.00
E	21	005	105	000	312	000	422	000	Consultant-OneDigital \$40,000	40,000.00	0.00	20,000.00	50%	0.00	50%	20,000.00
E	21	005	105	000	317	000	422	000	Network Fees	10,000.00	276.07	861.63	9%	0.00	9%	9,138.37
E	21	005	105	000	322	000	422	000	PaydHealth Fees	0.00	3,259.81	3,259.81	0%	0.00	0%	(3,259.81)
E	21	005	105	000	300	000	422	000	Pharmacy Rebates/Admin Fee	(200,000.00)	(38,474.90)	(28,474.90)	14%	0.00	14%	(171,525.10)
E	21	005	105	000	301	000	422	000	Vebea/Flex/TrustPoint	19,548.00	1,533.50	3,055.01	16%	0.00	16%	16,492.99
E	21	005	105	000	302	000	422	000	Claims-Medical	6,368,563.00	434,436.47	971,370.60	15%	0.00	15%	5,397,192.40
E	21	005	105	000	305	000	422	000	Claims-Pharmacy/RX	1,123,864.00	102,172.50	148,970.13	13%	0.00	13%	974,893.87
E	21	005	105	000	307	000	422	000	Health Carrier TPA	226,512.00	18,260.00	36,784.00	16%	0.00	16%	189,728.00
E	21	005	105	000	308	000	422	000	StopLoss	421,037.00	28,487.36	57,292.51	14%	0.00	14%	363,744.49
E	21	005	105	000	309	000	422	000	Fitness reimbursements	16,700.00	680.00	1,420.00	9%	0.00	9%	15,280.00
E	21	005	105	000	314	000	422	000	Springbuk Fee \$1/pm/pm	5,148.00	1,266.00	1,266.00	25%	0.00	25%	3,882.00
<b>000 Districtwide</b>										<b>418,298.00</b>	<b>417,968.81</b>	<b>102,968.64</b>	<b>25%</b>	<b>0.00</b>	<b>25%</b>	<b>315,329.36</b>
R	21	000	000	000	089	326	422	000	Employer-PCORI-ACA \$2.54	(3,045.00)	0.00	(3,037.72)	100%	0.00	100%	(7.28)
R	21	000	000	000	094	326	422	000	Employer-VEBA Trust Rev	(694,800.00)	(1,600.00)	(3,300.00)	0%	0.00	0%	(691,500.00)
E	21	005	105	000	301	326	422	000	Employer-VEBA Trust Pmt.	694,800.00	156,100.00	157,000.00	23%	0.00	23%	537,800.00
E	21	005	105	000	313	326	422	000	Employer-PCORI- ACA \$2.54	3,045.00	0.00	3,037.72	100%	0.00	100%	7.28
<b>326 District Additional R/E</b>										<b>0.00</b>	<b>154,500.00</b>	<b>153,700.00</b>	<b>0%</b>	<b>0.00</b>	<b>0%</b>	<b>(153,700.00)</b>
R	21	000	000	000	088	331	422	000	P1 Wellness Credit	(15,000.00)	0.00	0.00	0%	0.00	0%	(15,000.00)
E	21	005	105	000	335	331	422	000	Short-Term Lease/Rental	5,000.00	406.60	813.20	16%	0.00	16%	4,186.80
E	21	005	105	000	366	331	422	000	Participation Fees Wellness	0.00	0.00	0.00	0%	0.00	0%	0.00
E	21	005	105	000	401	331	422	000	Supplies Wellness	9,500.00	0.00	0.00	0%	0.00	0%	9,500.00
E	21	005	105	000	314	331	422	000	Consultant Expense Wellness	500.00	0.00	0.00	0%	0.00	0%	500.00
E	21	005	105	000	305	331	422	000	Consult/Fees For Svc	0.00	0.00	0.00	0%	0.00	0%	0.00
E	21	005	105	000	309	331	422	000	Wellbeats/JE Fitness Reimb.	0.00	0.00	0.00	0%	0.00	0%	0.00
<b>331 Wellness R/E</b>										<b>0.00</b>	<b>406.60</b>	<b>813.20</b>	<b>0%</b>	<b>0.00</b>	<b>0%</b>	<b>(813.20)</b>
<b>Report Totals:</b>										<b>418,298.00</b>	<b>572,875.41</b>	<b>257,481.84</b>	<b>62%</b>	<b>0.00</b>	<b>62%</b>	<b>160,816.16</b>



## RECOMMENDED CHANGES TO NON-CONTRACT HOURLY RATES OF PAY

September 28, 2022

As we implemented the new non-contracted rates of pay, we have received a request/recommendation from the athletics department to make changes, effective retro-active to July 1, 2022.

1. There are several individuals who have worked for the district in athletic support positions for many years who, based on the new non-contracted rates of pay, would experience a reduction in pay. In an effort to prevent that from occurring, administration is recommending grandfathering individuals who held these positions prior to July 1, and worked during the 2021-2022 school year, to continue to be paid at the old rates of pay. This is noted by the \*\*\*\* and associated note at the bottom of the sheet.
2. The rate for Site Managers/Athletic Tournaments will be reduced from \$25 per hour to \$20 per to more closely align with the athletic department budgeted amounts.
3. In order to better align with surrounding districts, middle school rates will be adjusted from the current compensation to the rates reflected in the Middle School Officials Pay Schedule.

**MIDDLE SCHOOL ATHLETICS  
OFFICIALS PAY SCHEDULE 2022-2023  
(85% of Metro Officials Fee Structure)**

<b>POSITION</b>	<b>RATE</b>
<b>Cross Country</b>	
Meet Manager	\$64
<b>Baseball (1 official)</b>	
Single Game	\$71
Two 5-inning games	\$102
<b>Basketball (2 officials)</b>	
Single Game	\$54
Double Header	\$79
<b>Football</b>	
3 Officials	\$68
2 Officials	\$74
1 Official	\$80
<b>Soccer (1 official)</b>	
Single Game	\$53
Double Header	\$94
<b>Softball (1 official)</b>	
Single Game	\$64
Two 5-inning games	\$89
<b>Swim/Dive (based on negotiated rate)</b>	
Meet 1 Official	\$77
Meet 2 Officials	\$87
Invitational (per hour)	\$42
<b>Track and Field</b>	
Starter	\$85
Clerk	\$64
Meet Manager	\$64
Event Manager	\$38
<b>Volleyball (1 official)</b>	
Single Match	\$45
Tournament Match	\$30
<b>Wrestling (1 official)</b>	
Single Match	\$54
Double Header	\$77
Tournaments (per hour)	\$23

Updated 9.28.22

85%



## HASTINGS PUBLIC SCHOOLS NON-CONTRACTED RATES OF PAY

POSITION	HOURLY RATE
Accompanist	\$35.00
Athletic Trainer	\$25.00
Athletic Officials	See MS Official Pay Schedule
AVID Tutors (non-student)	\$12.50
Community Ed Instructors	As Negotiated
Crossing Guards (Pd through City of Hastings)*	\$14.25
Drivers Ed Instructors (Classroom and Behind the Wheel)	\$34.00
Early Childhood Program Assistant (Less than 10.5 hours)	\$18.00
Instructional Assistants (Non-IEP Outside of Regular School Day /Year)	\$17.25
Interpreters**	\$30.00
Light/Sound Technician (Facilities)	\$26.00
Light/Sound Assistant	\$11.00
School Activities/Athletic Event Workers****	\$15.00
School Age Care (SAC)	
SAC Program Assistant (Less than 10.5 hrs/wk)	\$15.30
Summer SAC Assistant***	\$15.30
Summer SAC Program Lead***	\$21.50
Site/Facilities/Open Gym Supervisor	\$15.00
Site Managers/Athletic Tournaments	\$20.00
Snow Plow (Temporary)	\$21.50
Student Workers / Assistant	\$11.00
Substitute Teacher	\$175.00/day
Summer Grounds / Custodial (Rate effective May 26, 2022)	\$15.00
Summer Grounds - Large Mower (Rate effective May 26, 2022)	\$15.50
Temporary Clerical / Tech Support	\$15.00
Test Proctors***	\$18.00

\* Rate subject to contract with City

\*\* Rate rounded to nearest quarter hour

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

\*\*\*\* Individuals employed in these positions prior to July 1, 2022, and who worked during the 2021-22 school year, will be grandfathered at the old rate

<3 Hours	\$40.00
3+-6 Hours	\$80.00
6+-9 Hours	\$120.00
9+-12 Hours	\$160.00

Updated 9.28.22



## 509 ENROLLMENT OF NONRESIDENT STUDENTS

### I. PURPOSE

The school district desires to participate in the Enrollment Options Program established by [Minnesota Statute section ~~Minn. Stat. §~~ 124D.03](#). It is the purpose of this policy to set forth the application and exclusion procedures used by the school district in making said determination.

### II. GENERAL STATEMENT OF POLICY

#### A. Eligibility:

Applications for enrollment under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the application will not exceed the capacity of a program, class, grade level, or school building as established by school board resolution and provided that:

1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and
2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with [Minnesota Statute section ~~Minn. Stat. §~~ 124D.03](#).
3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.

#### B. Standards that may be used for rejection of application.

In addition to the provisions of Paragraph II.A., the school district may refuse to allow a pupil who is expelled under [Minnesota Statute section ~~Section~~ 121A.45](#) to enroll during the term of the expulsion if the student was expelled for:

1. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, with the exception of a pocket knife with a blade less than two and one-half inches in length, at school or a school function;
2. possessing or using an illegal drug at school or a school function;
3. selling or soliciting the sale of a controlled substance while at school or a school function; or

4. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.

**C. Standards that may not be used for rejection of application.**

The school district may not use the following standards in determining whether to accept or reject an application for open enrollment:

1. previous academic achievement of a student;
2. athletic or extracurricular ability of a student;
3. disabling conditions of a student;
4. a student's proficiency in the English language;
5. the student's district of residence **except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or**
6. ~~previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in Section E. of this policy.~~

**D. Application.**

The student and parent or guardian must complete and submit an Application for Enrollment School District Enrollment Options Program developed by the Minnesota Department of Education and available on their website [education.mn.gov](http://education.mn.gov) (that enrollment form follows this policy). Go to "Students and Families," then under "School Choice," select "Open Enrollment." The form is entitled, "General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education."

**E. Lotteries**

If a school has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. The district must give priority to enrolling siblings of currently enrolled students, students whose applications are related to an approved integration and achievement plan, children of the school district's staff, and students residing in that part of a municipality (a statutory or home rule charter city or town) where:

1. the student's resident district does not operate a school building;
2. the municipality is located partially or fully within the boundaries of at least five school districts;
3. the nonresident district in which the student seeks to enroll operates one or more

school buildings within the municipality; and

4. no other nonresident independent, special, or common school district operates a school building within the municipality.

The process for the school district lottery must be established by school board policy and posted on the school district's website.

**F. Exclusion**

**1. Administrator's initial determination.**

If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.

**2. Superintendent's review.**

The superintendent may make further inquiries. If the superintendent determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

**G. Termination of Enrollment**

The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to ~~Minnesota Statutes section~~~~Minn. Stat. §~~ 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under ~~Minnesota Statute chapter~~~~Minn. Ch.~~ 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 16 years of age who is absent from attendance at school without lawful excuse for seven school days if the child is in elementary school or for one or more class periods on seven school days if the child is in middle school, junior high school or high school, or a child who is 16 or 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days and who has not lawfully withdrawn from school under ~~Minnesota Statute section~~~~Minn. Stat. §~~ 120A.22, subdivision ~~Subd.~~ 8.

1. The school district may also terminate the enrollment of a nonresident student over 16 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn

from school under Minnesota Statute section ~~Minn. Stat. § 120A.22,~~  
subdivision ~~Subd. 8.~~

2. A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

**H.** Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

**Legal References:** Minn. Stat. 120A.22. Subd. 3(e) and Subd. 8 (Compulsory Instruction ~~Residency Determined~~)  
~~Minn. Stat. § 120A.22, Subd. 8 (Withdrawal from School)~~  
Minn. Stat. 121A.40-121A.56 (The Pupil Fair Dismissal Act) Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District; ~~Exceptions~~)  
Minn. Stat. § 124D.68 (~~High School~~ Graduation Incentives Program)  
Minn. Ch. 260A (Truancy)  
Minn. Stat. § 260C.007, Subd. 19 (~~Definitions~~ ~~Habitual Truant~~ ~~Defined~~)  
~~Op.~~ Minn. Op Atty. Gen. No. 169-f (August 13, 1986)  
*Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ.*, Co. No. A05-361,2005 WL 3111963 (Minn. App. 2005) (unpublished)

**Cross References:** ~~MSBA/MASA Model Policy 506 (Student Discipline)~~  
~~MSBA/MASA Model Policy 517 (Student Recruiting)~~  
~~MSBA Service Manual, Chapter 5, Various Educational Programs~~

*Policy Reviewed:* 08.11.2022  
*Policy Adopted:* 09.21.1983  
*Policy Revised:* 08.20.2008

~~Adopted: 5/9/74~~  
~~Revised: 9/21/83~~  
~~Revised: 11/15/86~~  
~~Revised: 8/20/08~~

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~~INDEPENDENT SCHOOL DISTRICT 200~~  
~~Hastings, Minnesota~~



## **522 SEX NONDISCRIMINATION POLICY, TITLE IX GRIEVANCE PROCEDURE AND PROCESS**

### **I. GENERAL STATEMENT OF POLICY**

- A. The school district prohibits discrimination on the basis of sex in all forms, including sexual harassment.
- B. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education programs or activities extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

### **II. SEX DISCRIMINATION COMPLAINTS NOT INVOLVING SEXUAL HARASSMENT**

Complaints of sex discrimination that do not constitute sexual harassment, as defined below, or retaliation from making a complaint of sexual harassment, should be reported to the building principal or building supervisor. The building principal or supervisor is then responsible for notifying the school district's Title IX Coordinator of the complaint. If a complaint involves the building principal or supervisor, it should be reported directly to the Title IX Coordinator. The Title IX Coordinator will ensure an investigation is completed in accordance with the requirements of applicable school district policies. The district's Title IX Coordinator is the Director of Human Resources. The Title IX Coordinator's contact information is:

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

### **III. GENERAL POLICY PROHIBITING SEXUAL HARASSMENT**

- A. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual

harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

- B. This policy applies to sexual harassment that occurs within the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities

Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator identified in Section II above.

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

- E. The effective date of this policy is August 14, 2020, and it applies to alleged violations of this policy occurring on or after August 14, 2020.

#### **IV. DEFINITIONS**

- A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the school district's Title IX Coordinator or to any employee of the school district. This standard is not met when the only official of the school district with actual knowledge is the respondent.
- B. "Complainant" means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.
- C. "Day" or "days" means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
- D. "Deliberately indifferent" means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- E. "Education program or activity" means locations, events, or circumstances over which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs, and includes school district education programs or activities that occur on or off of school district property.
- F. "Formal complaint" means a document filed by a complainant or signed by the

Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.

1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant's physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.
  2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.
  3. A parent or guardian of a child younger than 18 years old may file a formal complaint on behalf of their child.
- G. "Informal resolution" means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.
- H. "Relevant questions" and "relevant evidence" are questions, documents, statements, physical items, or information that are related to the allegations raised in a formal complaint and have any tendency to make the allegations more or less likely to be true. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions or evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions or evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.
- I. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible for sexual harassment. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- J. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- K. "Sexual harassment" means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:

1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
  2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or
  3. Any instance of sexual assault (as defined in the Clery Act, 20United States Code section ~~U.S.C. §~~ [1092\(f\)\(6\)A\(v\)](#)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 United States Code section ~~U.S.C. §~~ [12291](#)).
- L. “Supportive measures” means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under [Minnesota Statutes section](#) ~~Minn. Stat. §~~ [121A.41](#), as amended, mutual restrictions on contact between the parties, changes in work or school locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.
- M. “Title IX Personnel” means any person who addresses, works on, or assists with the school district’s response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:
1. “Title IX Coordinator” means an employee of the school district that is designated and authorized to coordinate the school district’s efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administering the grievance process.
  2. “Investigator” means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Title IX Coordinator, Decision-maker, or the Appellate Decision-maker in that formal complaint. The Investigator may be a school district employee,

school district official, or a third party designated by the school district.

3. “Decision-maker” means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker for a formal complaint cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker in that formal complaint. The Decision-maker may be an administrator, supervisor, or other individual qualified to determine and impose appropriate remedies if a determination of responsibility is made.
4. “Appellate Decision-maker” means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker for a formal complaint cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker in that formal complaint. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.
5. “Informal resolution facilitator” means a person who facilitates the informal resolution process if desired by the parties. The Informal resolution facilitator may be the Title IX Coordinator, but may not be the Investigator, Decision-maker or Appellate Decision-maker in the formal complaint proposed for informal resolution.
6. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and Informal resolution facilitator, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and Informal resolution facilitator.

## **V. REPORTING PROHIBITED CONDUCT**

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment should report the alleged acts as soon as possible to the Title IX Coordinator.
- B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual

harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.

- C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.
- D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the school district may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

## **VI. RETALIATION PROHIBITED**

- A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.
- B. Any person may submit a report or formal complaint alleging retaliation to the Title IX Coordinator in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment.
- C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

## **VII. DISSEMINATION OF POLICY**

- A. This policy shall be made available to all students, parents/guardians of students,

school district employees, and employee unions.

- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants. The school district must provide applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:
1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
  2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
  3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and
  4. Notice of the school district's grievance procedures and grievance process referenced in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

## **VIII. RECORDKEEPING**

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;
  2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
  3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.

4. The documentation of certain bases or measures does not limit the school district in the future from providing additional explanations or detailing additional measures taken.
- B. The school district must also maintain for a period of seven calendar years records of:
1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the school district's education program or activity;
  2. Any appeal and the result therefrom;
  3. Any informal resolution and the result therefrom; and
  4. All materials used to train Title IX Personnel.

## **IX. APPLICATION OF LAWS OTHER THAN TITLE IX**

- A. If a formal complaint is dismissed because the allegations, if true, would not constitute sexual harassment as described above or if a Decision-maker or Appellate decision-maker makes a determination that a respondent is not responsible for sexual harassment under these procedures, the Title IX Coordinator will consider whether the alleged conduct may constitute a violation of one or both of the alternative definitions below. If an investigation has already been conducted, the Title IX Coordinator may review the investigation to determine whether prohibited sexual harassment has occurred. If the Title IX Coordinator concludes that it has, the Title IX Coordinator shall report those findings to the Decision-maker and the Decision-maker shall impose or recommend remedies. If no investigation has taken place, the complaint shall be investigated consistent with Policy 103.
- B. Alternative Definitions of Sexual Harassment
1. Minnesota Human Rights Act (Applicable to Employees and Students)  
"Sexual harassment" includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact 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 education;
    - (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 interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment, or educational environment.

2. Title VII (Applicable to Employees)

“Sexual harassment” mean unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- (b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

## **X. GRIEVANCE PROCEDURE AND PROCESS**

The grievance procedure and process adopted by the school district shall be included with the Policy as an addendum, and may be reviewed and revised as deemed appropriate by the school district.

***Legal References:*** Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)  
Minn. Stat. § 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)  
29 C.F.R. Part 1604 (Implementing Regulations of Title VII)  
34 C.F.R. Part 106 (Implementing Regulations of Title IX)  
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)  
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)  
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act of 1990, as amended)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)  
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act (“Clery Act”))

***Cross References:*** Policy 102 (Equal Educational Opportunity)  
Policy 413 (Harassment and  
Violence) Policy 506 (Student  
Discipline)  
Policy 528 (Student Parental, Family, and Marital  
Status Nondiscrimination)

*Policy Reviewed:* 08.11.2022

*Policy Adopted:* 09.22.2021

*Policy Revised:* 09.22.2021

**Title IX Grievance Procedure and Process**  
**Addendum to Policy 522**

**I. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS**

A. Equitable Treatment

1. The school district will treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.
2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent, other than supportive measures, until the school district has completed this grievance process and the respondent has been found responsible.
3. The school district will provide appropriate remedies to the complainant when a determination of responsibility for sexual harassment has been made against a respondent.

B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.
2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

- C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

D. Confidentiality

To the extent permitted by governing law and regulations, the school district will not release private educational or personnel data about complainants, respondents, witnesses, allegations of sexual harassment, investigations, decisions, dismissals, and/or findings of responsibility. However, the school district's obligations under the implementing regulations for Title IX may require disclosure of certain private educational or personnel data to other parties and/or witnesses.

E. Right to an Advisor

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly during any phase of the grievance process. An advisor to a complainant or respondent may prepare written submissions on behalf of the party.

F. Notice

The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, expected participants, and purpose of the meeting or interview, and will be provided so as to allow sufficient time for the party to prepare to participate.

G. Consolidation

The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.
2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school district employees are respondents.

J. Timelines

1. Any informal resolution process must be completed within 30 calendar days following the parties' agreement to participate in such informal process.
2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five calendar days of the date the determination of responsibility or dismissal was provided to the parties.
3. Any appeal of a determination of responsibility or of a dismissal will be decided within 30 calendar days of the day the appeal was received by the school district.
4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the school district.
5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in transportation, changes in work locations, leaves of absence, monitoring of certain areas of school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.
2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will impose or recommend appropriate remedies, including disciplinary sanctions/consequences. The discipline of a student-respondent must comply with the applicable

provisions of Policy 506 – Student Discipline, the Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

## **II. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR**

- A.** When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.
- B.** The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district’s ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- C.** If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation against the complainant’s wishes is not clearly unreasonable in light of the known circumstances.
- D.** Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:
  - 1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
  - 2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
  - 3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
  - 4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;

5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and a copy of Policy 522 and this Grievance Procedures document.

### **III. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT**

#### **A. Emergency Removal of a Student**

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
  - a. The school district undertakes an individualized safety and risk analysis;
  - b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
  - c. If the school district determines the student-respondent poses such a threat, it will notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

#### **B. Employee Administrative Leave**

The school district may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements. The school district must take into consideration requirements of any applicable collective bargaining agreement or individual contract, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

#### **IV. INFORMAL RESOLUTION OF A FORMAL COMPLAINT**

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.
- B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.
- C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.
- D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent to participate in the informal resolution process. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

#### **V. DISMISSAL OF A FORMAL COMPLAINT**

- A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:
  - 1. Would not meet the definition of sexual harassment, even if proven;
  - 2. Did not occur in the school district's education program or activity; or
  - 3. Did not occur against a person in the United States.
- B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:
  - 1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations

therein;

2. The respondent is no longer enrolled or employed by the school district;  
or
  3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.
- C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal and grounds upon which an appeal may be made.
- D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate, including an investigation pursuant to other school district policies.

## **VI. INVESTIGATION OF A FORMAL COMPLAINT**

- A. If a formal complaint is received by the school district, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.
- B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.
- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.
- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten days to submit a written response, which the

Investigator will consider prior to completion of the investigative report.

- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The investigative report may include recommended findings of fact and conclusions. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten days prior to a determination of responsibility.

## **VII. DETERMINATION REGARDING RESPONSIBILITY**

- A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness. The time allowed for submitting questions and answers is at the discretion of the Decision-maker.
- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.
- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.
- D. When the exchange of questions and answers has concluded, and the parties have been provided at least ten days to review and submit a written response to the investigative report, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:
  - 1. Identification of the allegations potentially constituting sexual harassment;
  - 2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
  - 3. Findings of fact supporting the determination;
  - 4. Conclusions regarding the application of the school district's code of conduct to the facts;

5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the school district's education program or activity will be provided by the school district to the complainant; and
  6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
- E. In determining appropriate disciplinary sanctions, the Decision-maker 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 incident occurred.
  - F. The written determination of responsibility must be provided to the parties simultaneously.
  - G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
  - H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

## **VIII. APPEALS**

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:
  1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);
  2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
  3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.
- D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
- E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

**Legal References:** *Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)*

*Minn. Stat. § 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)*

*Minn. Stat. Ch. 363A (Minnesota Human Rights Act)*

*20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments)*

*34 C.F.R. Part 106 (Implementing Regulations of Title IX)*

*20 U.S.C § 1400, et seq. (Individuals with Disabilities Education Act)*

*29 U.S.C. § 794 (Section 504 of the Rehabilitation Act)*

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

*20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)*

*20 U.S.C. § 1092 et seq. (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act ("Clery Act"))*

**Cross References:** *MSBA/MASA Model Policy 102 (Equal Educational Opportunity)*

*MSBA/MASA Model Policy 413 (Harassment and Violence)*

*MSBA/MASA Model Policy 506 (Student Discipline)*

*MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)*

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*Policy Revised:* 09.22.2021



## **532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEP's FROM SCHOOL GROUNDS**

### **I. PURPOSE**

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to remove, if necessary, a student with an individualized education program (IEP) from school grounds.

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

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

All students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

### **III. DEFINITIONS**

For purposes of this policy, the following terms have the meaning given them in this section:

- A. **"Student with an IEP"** or "the student" means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).
- B. **"Peace officer"** means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the

full power of arrest. The term “peace officer” includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

- C. **“Police liaison officer”** is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students.
- D. **“Crisis team”** means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.
- E. The phrase **“remove the student from school grounds”** is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.
  - F. **“Emergency”** means a situation in which immediate intervention is necessary to protect a student or other individual from physical injury, emotional abuse due to verbal and nonverbal gestures, or to prevent severe property damage.
- G. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

#### IV. **REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS**

##### A. **Removal By Crisis Team**

If the behavior of a student with an IEP escalates to the point where the student’s behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building’s crisis team may be summoned. The crisis team may attempt to de-escalate the student’s behavior by means including, but not limited to, those described in the student’s IEP and/or behavior intervention plan. When such measures fail, or when the crisis team determines that the student’s behavior continues to endanger or may endanger the health, safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds.

If the student’s behavior cannot be safely managed, school personnel may immediately request assistance from the police liaison officer or a peace officer.

##### B. **Removal By Police Liaison Officer or Peace Officer**

If a student with an IEP engages in conduct which endangers or may endanger the

health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the police liaison officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. **Reasonable Force Permitted**

In removing a student with an IEP from school grounds, a building administrator, other crisis team members, or the police liaison officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

In removing a student with an IEP from school grounds, police liaison officers and school district personnel are further prohibited from engaging in the following conduct:

1. Requiring the student to assume and maintain a specified physical position, activity, or posture that induces physical pain as an aversive procedure;
2. Presenting intense sounds, lights, or other sensory stimuli as an aversive stimulus;
3. Using noxious smell, taste, substance, or spray as an aversive stimulus;

4. Denying or restricting the student's access to equipment and devices such as hearing aids and communication boards that facilitate the student's functioning except temporarily when the student is perceived to be destroying or damaging equipment or devices;
5. Using faradic skin shock;
6. Restricting, totally or partially, the student's auditory or visual sense, except that study carrels may be used as an academic intervention;
7. Withholding regularly scheduled meals or water; and/or
8. Denying the student access to toilet facilities.

D. **Parental Notification**

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal.

E. **Continued Removals; Review of IEP**

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. **Effect of Policy in an Emergency; Use of Conditional Procedures**

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more conditional procedures, the crisis team may employ those conditional procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds. If the crisis team initiates use of conditional procedures in an emergency, the student's IEP team shall meet as soon as possible, but no later than five (5) school days after emergency procedures have commenced.

***Legal References:*** –Minn. Stat. § 13.01, *et seq.* (Minnesota Government Data Practices Act)  
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)  
Minn. Stat. § 121A.67 (Aversive and Deprivation Procedures)

Minn. Stat. § 609.06 (Authorized Use of Force)  
Minn. Stat. § 609.379 (Permitted Actions)  
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))  
20 U.S.C. § 1415(k)(9) (Individuals with Disabilities Education Act (IDEA))  
34 C.F.R. § 300.529 (Referral to and Action by Law Enforcement and Judicial Authorities)  
~~IDEA Regulation Regarding Involvement of Law Enforcement)~~  
20 U.S.C. 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))  
~~Minn. Stat. § 13.01, et seq. (Minnesota Government Data Practices Act)~~  
~~Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)~~  
~~Minn. Stat. § 121A.582 (Student Discipline, Reasonable Force)~~  
~~Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)~~  
~~Minn. Stat. § 121A.67 (Aversive and Deprivation Procedures)~~  
~~Minn. Stat. § 609.06 (Authorized Use of Force)~~  
~~Minn. Stat. § 609.379 (Permitted Actions)~~  
Minn. Rule 3525.0200, Subp. 2c (Definition of “Emergency”)  
Minn. Rule 3525.2900, Subp. 5 (The IEP and Regulated Interventions)

***Cross References:*** MSBA/MASA Policy 506 (Student Discipline)  
MSBA/MASA Policy 507 (Corporal Punishment)  
MSBA/MASA Policy 525 (Violence Prevention)  
MSBA/MASA Policy 806 (Crisis Management Policy)  
MSBA/MASA Policy 515 (Protection and Privacy of Pupil Records)

*Policy Reviewed:* 08.11.2022  
*Policy Adopted:* 10.25.2006  
*Policy Revised:* 08.20.2008

~~Adopted: 10/25/06~~ ~~Independent School District 200~~  
~~Revised: 8/20/08~~ ~~Hastings, Minnesota~~



## 613 Graduation Requirements

### I. Purpose

The purpose of this policy is to set forth requirements for graduation from the school district.

### II. General Statement of Policy

It is the policy of the school district that all students must pass the Minnesota Graduation Basic Standards tests or the Minnesota Comprehensive Assessments Second Edition (MCA-II's,) per state requirements or higher guidelines, and must satisfactorily complete all course requirements as established by the school district and the State of Minnesota in order to graduate.

The school district also recognizes that there are some students who have met the graduation requirements as defined in their IEP or Section 504 accommodation plan.

- A. "Course credit" is equivalent to a student's successful completion of one semester of study or a student's mastery of the applicable subject matter, as determined by the school district. (Two semester credits equals one academic year.)

### III. Test Administrator

The Curriculum Director shall be named the school district test administrator. Said person shall be in charge of all test procedures and shall bring recommendations to the school board annually for approval.

### IV. Graduation Requirements

- A. All students must satisfactorily complete, as determined by the school district and the State of Minnesota either the basic skills requirements for students enrolled in grade 8 before the 2005-2006 school year or the MCA-II's for students enrolled in grade 8 in the 2005-2006 school year.
- B. Students beginning ninth grade in the 2004-2005 school year and later must successfully complete high school level course credits for graduation as follows:

Students beginning the ninth grade prior in the 2004-2005 school year and beyond must have forty-four (44) high school level course credits for graduation as follows:

1. Eight (8) credits of language arts; English
2. Six (6) credits of mathematics, encompassing at least algebra, geometry, statistics and probability.
3. Six (6) credits of science, including at least two (2) credits in biology;
4. Eight (8) credits of social studies, encompassing at least United States history, geography, government and citizenship, world history, and economics.
5. Three (3) credits of physical education and health.
6. Two (2) credits in the arts; and
7. A minimum of eleven (11) elective course credits.

#### V. Early Graduation

Students may be considered for early graduation, as provided for within [Minnesota Statutes section Minn. Stat. § 120B.07](#).

- A. All course of standards and credit requirements must be met;
- B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision; and
- C. The principal's decision shall be in writing and may be subject to review by the superintendent and school board.

#### VI. Notice

The school district will notify students and their parents of the school district's graduation requirements within 30 working days of a student's entry into ninth grade.

**Legal References:** Minn. Stat § 120B.018 ([Definitions](#))  
Minn. Stat. § 120B.02 ([Educational Expectations and Graduation Requirements](#) for Minnesota's Students)  
Minn. Stat. § 120B.021 ([Required Academic Standards](#))  
Minn. Stat. § 120B.023 ([Benchmarks](#))  
Minn. Stat. § 120B.024 (~~Course~~-Credits)

Minn. Stat. § 120B.07 (Early Graduation)  
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement, Striving for the World's Best Workforce)  
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)  
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)  
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)  
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)  
Minn. Rules Part 3501.0820 (Academic Standards for the Arts)  
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)  
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)  
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)

20 U.S.C. § 6301, et seq. (Every Child Succeeds Act)t)

**Cross References:** MSBA/MASA Model Policy 104 (School District Mission Statement)  
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)  
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)  
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)  
MSBA/MASA Model Policy 616 (School District System Accountability)

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*Policy Revised:* 02.23.2022



**Levy Information**

**(Preliminary)**

**2022 Pay 2023 for FY23-24**

**September 28, 2022**

**PROPOSED SCHOOL PROPERTY TAX LEVY**  
**Hastings Public School # 200**

	2018 Pay 2019 for 19-20	2019 Pay 2020 for 20-21	2020 Pay 2021 for 21-22	2021 Pay 2022 for 22-23	2022 Pay 2023 for 23-24	Change
	<u>Levy</u>	<u>Levy</u>	<u>Levy</u>	<u>Levy</u>	<u>Levy</u>	
<b>PROPERTY TAXES DETERMINED BY STATE LEGISLATION</b>						
General Fund (Excludes Referendum)	6,347,821	6,363,327	6,421,148	6,218,056	6,522,999	304,943
Community Education & Services	<u>455,574</u>	<u>459,504</u>	<u>457,990</u>	<u>463,351</u>	<u>466,913</u>	<u>3,561</u>
<b>Total Based Upon State Legislation</b>	<b>6,803,395</b>	<b>6,822,831</b>	<b>6,879,138</b>	<b>6,681,408</b>	<b>6,989,912</b>	<b>308,504</b>
			0.83%	-2.87%	4.62%	
<b>PROPERTY TAX AUTHORITY PROVIDED BY LOCAL VOTERS</b>						
Referendum Levy	<b>6,413,182</b>	<b>6,360,414</b>	<b>6,149,281</b>	<b>6,195,455</b>	<b>7,624,113</b>	<b>1,428,658</b>
<b>Total Based on Voter Authority</b>		-0.82%	-3.32%	0.75%	23.06%	
<b>DEBT REDEMPTION LEVY</b>						
Voter Approved Building Bonds	4,275,471	4,276,891	4,201,496	4,350,039	4,205,773	(144,266)
Alternative Facility H & S	<u>270,736</u>	<u>279,817</u>	<u>281,214</u>	<u>294,606</u>	<u>283,878</u>	<u>(10,728)</u>
<b>Total Debt Redemption Levy</b>	<b>4,546,207</b>	<b>4,556,708</b>	<b>4,482,709</b>	<b>4,644,645</b>	<b>4,489,651</b>	<b>(154,994)</b>
		0.23%	-1.62%	3.61%	-3.34%	
<b>TOTAL PROPERTY TAXES</b>	<b>17,762,784</b>	<b>17,739,953</b>	<b>17,511,129</b>	<b>17,521,507</b>	<b>19,103,676</b>	<b>1,582,169</b>
<b>Percent Increase in Tax Levy</b>		<b>-0.13%</b>	<b>-1.29%</b>	<b>0.06%</b>	<b>9.03%</b>	
TAX BASE (Adjusted Net Tax Capacity for District)	40,120,004	42,816,507	45,754,841	48,793,153	50,786,269	1,993,116
		6.72%	6.86%	6.64%	4.08%	
Referendum Market Value	3,008,697,650	3,225,713,396	3,454,749,225	3,657,066,525	3,768,897,825	111,831,300
		7.21%	7.10%	5.86%	3.06%	



# Hastings Public Schools, ISD 200

Operating Referendum Revenue Per Pupil

September 15, 2022

Election Year	Taxes Payable	Fiscal Year	Inflation Status	Voter Approved Revenue Per Pupil Unit			
				Estimates at time of setting Pay 2022*	Estimates at time of setting Pay 2023**	Change	Notes
2020	2021	2022	Actual	1,370.73	1,445.02	74.29	(1)
2021	2022	2023	Estimate	1,405.78	1,550.88	145.10	(2)
2022	2023	2024	Estimate	1,443.63	1,597.97	154.34	
2023	2024	2025	Estimate	865.88	932.76	66.88	(3)
2024	2025	2026	Estimate	884.95	952.22	67.27	
2025	2026	2027	Estimate	904.66	972.96	68.30	
2026	2027	2028	Estimate	925.16	994.01	68.85	
2027	2028	2029		0.00	0.00	0.00	

School district levies generate revenue for the subsequent fiscal year (i.e., Taxes Payable in 2022 is for revenue in Fiscal Year 2022-23). The district's initial operating referendum revenue is generated based on a district's estimated referendum authority per student times the district's estimated enrollment for that fiscal year.

Levy adjustments are made in the first (initial adjustment) and third (final adjustment) subsequent levy year based on updated referendum authority and updated enrollment. The final adjustment is made based on the actual inflation, as determined by the Minnesota Department of Education, and the district's actual enrollment for that fiscal year.

\* Calculation through June 30, 2021 based on actual Bureau of Labor Statistics data and MMB projected data for FY 2022 through FY 2029.

\*\* Calculation through June 30, 2022 based on actual Bureau of Labor Statistics data and MMB projected data for FY 2023 through FY 2030.

(1) Final adjustment will be made on Taxes Payable 2024

(2) Initial adjustment will be made on Taxes Payable 2023

(3) A portion of the district's operating referendum authority expires after taxes payable in 2023

# Final Referendum Cap Inflation Adjustments

Fiscal Year	Annual Inflation
2011	2.03%
2012	2.94%
2013	1.67%
2014	1.56%
2015	0.72%
2016	0.67%
2017	1.84%
2018	2.25%
2019	2.07%
2020	1.56%
2021	2.30%

Average  
Inflation from  
2011-2021:  
  
1.78%

# Projected Cap for FY2023 - FY2030

Fiscal Year	Annual Inflation	Referendum Cap (\$)
2022 Actual	7.17%	1,928.60
2023	5.66%	2,054.83
2024 *	2.38%	2,110.97
2025	1.66%	2,150.90
2026	2.09%	2,202.05
2027	2.18%	2,256.54
2028	2.16%	2,311.85
2029	2.16%	2,368.21
2030	2.20%	2,426.85

\* Will be the estimate used for purposes of the taxes payable 2023 tax levy.

Note: Calculation through 06/30/22 based on actual Bureau of Labor Statistics data and MMB projected data for FY 2023 through FY 2030.

# Hastings Public School District No. 200

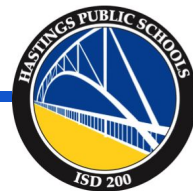
September 22, 2022

## Property Tax Levy and Rate Summary, Taxes Payable in 2022 and 2023

	Certified Levy Payable in 2022		Proposed Levy Payable in 2023		Change
<b>Tax Levy Information</b>					
1. Total Certified Levy Spread on RMV	9,674,900		11,082,058		1,407,159
2. General Fund Levy Spread on NTC	2,738,612		3,065,054		326,442
3. Community Service Fund Levy	463,351		466,913		3,561
4. General Debt Service Levy	4,644,645		4,489,651		-154,994
5. OPEB Debt Service Levy	0		0		0
6. Total Certified Levy	17,521,507		19,103,676 9.03%		1,582,169
<b>Fiscal Disparities Adjustment to Levy</b>					
7. RMV-Based Levies	1,290,236		1,290,236		0
8. General Debt Service	618,965		618,965		0
9. Other NTC-Based Levies	426,706		426,706		0
10. Total Fiscal Disparities Adjustment	2,335,907		2,335,907		0
<b>Summary of Adjusted Levies</b>					
11. RMV-Based Levies	8,384,664		9,791,822		1,407,159
12. General Debt Service	4,025,680		3,870,686		-154,994
13. Other NTC-Based Levies	2,775,257		3,105,261		330,004
14. Total Adjusted Levies	15,185,600		16,767,769		1,582,169
<b>Property Value Information</b>					
15. RMV Used to Calculate Rate	3,768,897,825	15.0%	4,334,232,499	565,334,674	
16. NTC Used to Calculate Rate	41,947,742	15.0%	48,239,903	6,292,161	
<b>Actual and Estimated Tax Rates</b>					
17. RMV Rate (#11/#15)	0.22247%		0.22592%		0.00345%
18. NTC Debt Rate (#12/#16)	9.597%		8.024%		-1.573%
19. NTC Other Rate (#13/#16)	6.616%		6.437%		-0.179%

### Key Assumptions:

Preliminary Pay 23 RMV and NTC values are based on information from Dakota County.





Department of Information Technology

**DAKOTA COUNTY**  
**USAGE CLASSIFICATION REPORT**  
**REAL ESTATE AND PERSONAL PROPERTY**  
*By School District*

Parameters: Tax Year: 2020 Payable Year: 2021

Parameters: Tax Year: 2021 Payable Year: 2022

Parameters: Tax Year: 2022 Payable Year: 2023

SCHOOL DISTRICT	200	HASTINGS
USG CLSS	TAXABLE MKT VALUE	
A - Residential	2,586,756,149	
B - Commercial	200,094,000	
C - Industrial	53,105,100	
D - Utility	11,556,800	
F - Agricultural	521,031,463	
F5 - Rural Vacant	12,279,000	
G - Cabins	253,900	
J - Apartments	155,267,500	
K - Railroads	5,490,000	
P - Personal Property	42,606,700	
Totals - 200	3,588,440,612	

3.3%

SCHOOL DISTRICT	200	HASTINGS
USG CLSS	TAXABLE MKT VALUE	
A - Residential	2,673,010,457	
B - Commercial	198,972,900	
C - Industrial	55,355,400	
D - Utility	11,605,900	
F - Agricultural	547,180,849	
F5 - Rural Vacant	12,566,800	
G - Cabins	263,300	
J - Apartments	166,491,200	
K - Railroads	5,298,400	
P - Personal Property	35,598,100	
Totals - 200	3,706,343,306	

17%

SCHOOL DISTRICT	200	HASTINGS
USG CLSS	TAXABLE MKT VALUE	
A - Residential	3,244,039,961	
B - Commercial	204,556,500	
C - Industrial	63,242,000	
D - Utility	11,668,200	
F - Agricultural	571,412,368	
F5 - Rural Vacant	13,218,800	
G - Cabins	297,600	
J - Apartments	189,058,500	
K - Railroads	5,298,400	
P - Personal Property	34,980,600	
Totals - 200	4,337,772,929	



## Hastings Public Schools, ISD 200

September 15, 2022

Property Classification	Taxable Market Value			Local Tax Capacity (NTC)		
	Final 2021	Preliminary 2022	%	Final 2021	Preliminary 2022	%
Residential	2,673,010,457	3,244,039,961	21.36%	26,925,593	32,816,610	21.88%
Commercial	198,972,900	204,556,500	2.81%	3,698,359	3,803,407	2.84%
Industrial	55,355,400	63,242,000	14.25%	1,063,897	1,221,195	14.79%
Utility	11,605,900	11,668,200	0.54%	230,588	231,830	0.54%
Ag	547,180,849	571,412,368	4.43%	4,135,382	4,398,412	6.36%
Rural Vac	12,566,800	13,218,800	5.19%	93,226	99,375	6.60%
Cabins	263,300	297,600		2,633	2,976	
Apartments	166,491,200	189,058,500	13.55%	1,962,773	2,211,612	12.68%
Railroads	5,298,400	5,298,400	0.00%	105,968	105,968	0.00%
Personal	35,598,100	34,980,600	-1.73%	699,244	688,465	-1.54%
<b>Total</b>	<b>3,706,343,306</b>	<b>4,337,772,929</b>	<b>17.04%</b>	<b>38,917,663</b>	<b>45,579,850</b>	<b>17.12%</b>

Source: Dakota County



## Next Steps

- FY 23-24 Levy is approximately \$1.5 million (inclusive of OPEB) more than we had projected
- Budget Projection Model will be available in October/November
- Hold on major budget adjustments for Fiscal Year 23-24 until the Budget Projection Model is updated
- We will continue looking at right sizing adjustment as well as cost efficiencies throughout the system



Minnesota Department of Education  
Levy Limitation and Certification Report  
2022 Payable 2023

District Number-Type: 0200-01  
District Name: Hastings Public School District  
Home County: DAKOTA

Date Printed: 9/28/22  
Limits Updated: 9/26/22  
Proposed Submitted: 9/28/22

**LIMIT**

**PROPOSED**

**SUBTOTALS BY LEVY CATEGORY**

- GENERAL - RMV VOTER - JOBZ EXEMPT
- GENERAL - RMV OTHER - JOBZ EXEMPT
- GENERAL - NTC VOTER - JOBZ EXEMPT
- GENERAL - NTC OTHER - JOBZ EXEMPT
- COMMUNITY SERVICE - NTC OTHER - JOBZ EXEMPT
- GENERAL DEBT - NTC VOTER - JOBZ NONEXEMPT
- GENERAL DEBT - NTC OTHER - JOBZ NONEXEMPT
- OPEB DEBT - NTC VOTER - JOBZ NONEXEMPT
- OPEB DEBT - NTC OTHER - JOBZ NONEXEMPT

The School Board has voted to certify the MAXIMUM levy authority.

After October 1st, the county auditor should consult the Minnesota Department of Education (MDE) website for the district's current levy limitation and use this amount for the Truth in Taxation notices.

**SUBTOTALS BY FUND**

- GENERAL FUND
- COMMUNITY SERVICES FUND
- GENERAL DEBT SERVICE FUND
- OPEB/PENSION DEBT SERVICE FUND

If there is a change to the district's levy limitation after October 1st, the county will be notified by MDE via email. Before finalizing tax computations for the Truth in Taxation notices, counties should double check the MDE website to be sure no changes have been made to the district's levy limitation that the county is not already aware of through this email process.

**SUBTOTALS BY TAX BASE**

- REFERENDUM MARKET VALUE
- NET TAX CAPACITY

**SUBTOTALS BY TRUTH IN TAXATION CATEGORY**

- VOTER APPROVED
- OTHER

**TOTAL LEVY**

- TOTAL LEVY

The school district must submit the completed original of this form to the home county auditor by September 30, 2022. A duplicate form must be submitted to Minnesota Department of Education, School Finance Division, 400 NE Stinson Blvd., Minneapolis, MN 55413, by October 7, 2022.

The certified levy listed above is the levy voted by the school board for taxes payable in 2023.

Signature of School Board Clerk

\_\_\_\_\_

Date of Certification

\_\_\_\_\_

# **AGREEMENT**

Between

**INDEPENDENT SCHOOL DISTRICT  
NO. 200**

And

**COMMUNITY EDUCATION  
LICENSED COORDINATOR**



**Effective  
July 1, 2021 through June 30, 2023**

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**EMPLOYMENT PROVISIONS**  
**for**  
**HASTINGS DISTRICT 200**  
**COMMUNITY EDUCATION LICENSED COORDINATORS**

**2021-2023**

<b>ARTICLE I</b>
------------------

**Section 1. Parties** THIS MEMORANDUM OF AGREEMENT, entered into between the School Board, Independent School District 200, Hastings, Minnesota, hereinafter referred to as the School Board and the District 200 Community Education Licensed Coordinators provides the terms and conditions of employment for the District 200 Community Education Licensed Coordinators during the term of this Agreement.

<b>ARTICLE II</b>
-------------------

<b>EMPLOYEE REPRESENTATIVE</b>
--------------------------------

**Section 1. Appropriate Unit:**

The Independent School District 200 Community Education Licensed Coordinators shall represent all the employees of the district as defined in this Agreement. Namely: The Early Childhood Programs Coordinator

**Section 2. Recognition:**

The School Board recognizes that the District 200 Community Licensed Education Coordinators shall have those rights and duties as described in the provisions of this Memorandum of Agreement.

**Section 3. Legal Rights:**

Nothing contained in this Agreement shall deny or restrict either the school district or the employee regarding any rights under existing State or Federal Laws or regulations.

<b>ARTICLE III</b> <b>DEFINITIONS</b>
--

**Section 1. Terms and Conditions of Employment:**

Shall mean the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the employer's personnel policies affecting the working conditions of the employees, but does not mean educational policies of the school district.

**Section 2.**

The District 200 Community Education Licensed Coordinators shall mean any person employed by the School Board in a capacity exclusively associated with District 200 Community Education program offerings.

**Section 3.      Work Year:**

The work year of the employees shall be determined based upon the needs of the programs(s). The school district shall determine the work schedule and the number of regular employees based on program needs and funds available to operate said program(s).

**Section 4      License**

Coordinators must maintain current licensure in area of assignment.

Certified coordinators who permit their license to expire will be placed on probation for one year and given the opportunity to renew their license. If the coordinator is unable to obtain or renew their license, this will be just cause for termination.

<p><b>ARTICLE IV SCHOOL BOARD RIGHTS</b></p>
--

**Section 1.      Inherent Managerial Rights:**

The District 200 Community Education Licensed Coordinators recognize that the school board is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel.

**Section 2.      Management Responsibilities:**

The District 200 Community Education Licensed Coordinators recognize the right and obligation of the school board to efficiently manage and conduct the operation of the school district within its legal limitations and with its primary obligation to provide educational opportunities for the students of its district.

**Section 3.      Effect of Laws, Rules and Regulations:**

The District 200 Community Education Licensed Coordinators recognize that all employees covered by this Agreement and all provisions of this agreement are subject to the laws of the State of Minnesota, Federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of State and Federal government agencies. Any provisions of this agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

**Section 4.      Reservation of Managerial Rights:**

The foregoing enumeration of board rights and duties shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated to this agreement are reserved to the school board.

<p style="text-align: center;"><b>ARTICLE V EMPLOYEE RIGHTS</b></p>
---

**Section 1.      Right to View:**

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

**Section 2.      Right to Join**

Community Education Licensed Coordinators shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Coordinators in an appropriate unit shall have the right, by secret ballot, to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for such coordinators with the school board of such unit.

**Section 3.      Personnel Files**

Pursuant to M.S. 125.12, Subds. 6 and 14, as amended, relating to individual coordinator records - access and expungement; all evaluations and files relating to each individual coordinator shall be available during regular school business hours to each individual coordinator upon his/her written request. The coordinator shall have the right to reproduce any of the contents of the files at the coordinator's expense and to submit for inclusion in the file written information in response to any material contained therein, provided, however, the school district may destroy such files as provided by law. The school district shall expunge from a coordinator's file any material found to be false or substantially inaccurate through the grievance procedure. Whenever any material is to be permanently removed from the personnel file, it shall be forwarded to the coordinator.

**Section 4.      Meet and Confer**

The Community Education Licensed Coordinators shall have the right to meet and confer with the school district to discuss policies and those matters relating to coordinators' employment not included under Section 179.63, Subd. 18, pursuant to Section 179.73 of the P.E.L.R.A.

**ARTICLE VI  
LENGTH OF THE SCHOOL YEAR**

Per Education Minnesota Hastings Contract. 1.0 FTE = 184 days (1472 hours) a stretch calendar may be used dependent upon the program.

**ARTICLE VII  
PROFESSIONAL TEACHING DAY**

Per Education Minnesota Hastings Contract.

**ARTICLE VIII  
RATES OF PAY**

Per Education Minnesota Hastings Contract.

**Salary Schedule:**

<b>Year</b>	<b>Position</b>	<b>Name</b>	<b>Lane</b>	<b>Step</b>	<b>FTE</b>	<b>Salary</b>
2021-2022	ECP Licensed Coordinator	Angie McGinnis	MA	O-1	1.00	\$76,047
2022-2023	ECP Licensed Coordinator	Angie McGinnis	MA	O-2	1.00	\$77,568

**Section 10: Extended Days**

<u>Year</u>	<u>Position</u>	<u>Name</u>	<u># of 8 hour extended days</u>
2021-2022	ECP Licensed Coordinator	Angie McGinnis	15 Days = \$6199.35
2022-2023	ECP Licensed Coordinator	Angie McGinnis	15 Days = \$6323.40

**ARTICLE IX  
EXTRA COMPENSATION**

Per Education Minnesota Hastings Contract.

**ARTICLE X  
GROUP INSURANCE**

Per Education Minnesota Hastings Contract.

**ARTICLE XI  
LEAVES OF ABSENCE**

Per Education Minnesota Hastings Contract.

**ARTICLE XII, XIII, XIV  
Not Applicable**

**ARTICLE XV  
SEVERANCE PAY**

Per Education Minnesota Hastings Contract.

**Memorandum of Understanding  
Tax Deferral of Severance Pay**

Per Education Minnesota Hastings Contract.

**ARTICLE XVI  
EVALUATIONS/UNRESOLVED ISSUES**

**Section 1. Evaluations**

Evaluations shall be made by the Director of Community Education. The performance of all coordinators shall be evaluated in writing.

Three copies of the written evaluation shall be executed and signed by the coordinator and supervisor. One copy will be retained by the coordinator; one copy retained by the Community Ed Licensed Coordinator; and one copy filed with their personnel file.

Objections: In the event the coordinator feels an evaluation was incomplete or unjust, the coordinator may put objections in writing, have them attached to the evaluation report to be placed in his/her personnel file.

**Section 2. Unresolved Issues**

If an issue surfaces between the Community Education Licensed Coordinator(s) and the Community Education Director, the Coordinator shall submit a letter to the Director outlining the disagreement.

The Director shall respond to the Coordinator(s), in writing, within ten (10) working days.

If the Coordinator(s) issue remains unresolved, the Coordinator(s) may submit their concerns to the Superintendent of Schools for resolution.

**ARTICLE XVII  
MISCELLANEOUS**

**Section 1.      Signed Copies**

There shall be two (2) signed copies of the final Agreement for the purpose of record: one (1) retained by the board, one (1) retained by the District 200 Community Education Licensed Coordinators.

**Section 2.      Pay Periods**

Effective with the 2006-2007 school year, all pay dates shall be on the 5<sup>th</sup> and the 20<sup>th</sup> of the month.

**Section 3.      Resignation**

The resignation shall be turned in at least four (4) weeks in advance of leaving; Coordinators shall submit a letter of resignation to the Community Education Director stating reasons for leaving. The director will submit this letter of resignation to the superintendent who will present it to the Board of Education at their next regular meeting for acceptance

**Section 4.      Conferences and Workshops**

Upon approval of the Director of Community Education, the coordinator may attend appropriate conferences and workshops which are designed to improve their skills and knowledge in the area of employment within the department.

**Section 5.      Payment of Dues**

The Community Education Department will reimburse a sum not to exceed \$150.00/year in the Minnesota Community Education Association and the National Community Education Association for each coordinator for 1995-96. Any coordinator who desires to upgrade their membership in these organizations shall pay the difference in dues. Coordinators must submit receipt of membership payment to receive reimbursement of dues in these two organizations.

**Section 6.      Tax Sheltered Annuities**

The school district shall make available to the coordinators the payroll deduction program for tax sheltered annuities.

**Section 7.      Job Postings**

All job postings will be posted for a minimum of five (5) work days in each building (including the administration offices) on bulletin boards which have been designated for notices and postings.

**Section 8.      Mileage Allowance**

Effective July 1, 2006, the district will pay the IRS rate per mile for authorized use personal cars in connection with Community Education business.

**DURATION**

**SECTION 1.**

**THIS AGREEMENT** shall remain in full force and effect for a period commencing on July 1, 2021\_ through June 30, 2023. Unless otherwise mutually agreed, the parties shall not commence negotiations more than ninety (90) days prior to the expiration of this Agreement.

In the event a new Agreement is not in effect on July 1, 2023, all compensation and working conditions remain in effect as set forth in this Agreement until a successor Agreement is affected.

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

**FOR:**  
**Community Education**  
**Licensed Coordinators**

**FOR:**  
**ISD #200, Hastings Public Schools**  
**HASTINGS, MINNESOTA 55033**

Chairperson

\_\_\_\_\_  
Angie McGinnis ECP Licensed Coordinator

Superintendent

### ***Future Meetings***

<b>Date</b>	<b>Time</b>	<b>Description</b>	<b>Location</b>
9/29/2022		<b><i><u>Policy Committee Meeting - CANCELLED</u></i></b>	
<b>10/5/2022</b>	<b>4-5:00 PM</b>	<b>Policy Committee Meeting</b>	<b>District Office Conference Room A</b>
<b>10/12/2022</b>	<b>6:00 PM</b>	<b>School Board Regular Work Session</b>	<b>HMS Media Center</b>
10/19/2022	4-5:00 PM	Policy Committee Meeting	District Office Conference Room A
<b>10/26/2022</b>	<b>6:00 PM</b>	<b>Regular School Board Meeting</b>	<b>HMS Media Center</b>
10/27/2022	9-10:30 AM	Finance Committee Meeting	District Office Conference Room A
10/28/2022	9:00 AM - 3:30 PM	School Board Retreat	Pleasant Hill Library - Large Meeting Room
<b>11/09/2022</b>	<b>6:00 PM</b>	<b>School Board Regular Work Session</b>	<b>HMS Media Center</b>
<b>11/22/2022</b>	<b>6:00 PM</b>	<b>Regular School Board Meeting</b>	<b>HMS Media Center</b>
11/30/2022	4-5:00 PM	Policy Committee Meeting	District Office Conference Room A
12/01/2022	3-4:00 PM	Policy Committee Meeting	District Office Conference Room A
<b>12/07/2022</b>	<b>6:00 PM</b>	<b>Regular School Board Meeting</b>	<b>HMS Media Center</b>
12/15/2022	3-4:00 PM	Policy Committee Meeting	District Office Conference Room A