

# Hastings Area Public Schools - ISD 200

## School Board Meeting Agenda

Wednesday, April 23, 2025  
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:
- IV. **Recognition of Visitors**
- V. **Raider Spotlight**
  - Jen Behnke - Drum Major
  - Spring Employees of the Semester
    - Alyssa Cherry - Districtwide Native American Liaison
    - Nicole Ellson - McAuliffe Teacher
    - Stefanie Johnson - Special Education Due Process Clerk / Early Childhood Referrals
    - Jean Lindberg - HHS Teacher
    - Naomi Marietta - HHS Counselor
    - Lori Marsh - HMS Counseling Office Administrative Assistant
  - Employee of the Year
- VI. **Public Comment Session**
- VII. **Reports and Discussions**
  - a. Superintendent Report & Resignation
    - i. Cadence Review
  - b. Goal Update - Elementary Principals
  - c. Student School Board Representative Updates
  - d. Building Construction Fund Project Update
  - e. Legal: Data Request Update
  - f. 2025-2026 Budget Adjustments
  - g. Native American Parent Advisory Council (NAPAC) Vote of Non-Concurrence Response
  - h. 2025-2026 Taher Contract Renewal
  - i. Rescind & Amend Resolution for Combined Polling Locations
  - j. School Board Representatives/Committees
    - i. ISD 917 School Board Representative Update
    - ii. AMSD Update
    - iii. Community Collaboration Committee Update
    - iv. Joint Powers, Facilities & Finance Committee
    - v. NAPAC Committee Update
    - vi. Student School Board Committee Update
    - vii. Policy Committee Update
  - k. Policies
    - i. First Readings
      - 422 Policies Incorporated by Reference
      - 522 Sex Nondiscrimination Policy, Title IX Grievance Procedure and Process
      - 523 Policies Incorporated by Reference

- 607 Organization of Grade Levels
- 609 Religion and Cultural Observances
- 611 Home Schooling
- ii. Second Readings
  - 101.1 Name of the School District
  - 101.2 Official & Approved Logos, Mascot, & Song
  - 413 Harassment and Violence
  - 704 Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System
  - 902 Use of School District Facilities and Equipment

**VIII. Action Items**

- a. Consent Agenda
  - i. Bills Payable
  - ii. Personnel Report
  - iii. Policies for Approval after Third Reading
    - 101 Legal Status of the School District
    - 102 Equal Educational Opportunity
    - 103 Complaints - Students, Employees, Parents, Others
    - 406 Public and Private Personnel Data
    - 410 Family and Medical Leave
    - 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse
    - 415 Mandated Reporting of Maltreatment of Vulnerable Adults
    - 515 Protection and Privacy of Pupil Records
    - 714 Fund Balance
    - 722 Public Data Requests
    - 806 Crisis Management
    - 904 Distribution of Materials on School District Property by Non school Persons
  - iv. Policy Forms for Approval
    - 206.1FRM Public Participation at School Board Meetings - Procedure & Request Form
    - 406.1FRM Consent to Release Data
    - 522.1FRM Title IX Notification
  - v. Quarterly Fundraiser Approvals
  - vi. Computer Instructional Technician Contract 2024-2026
  - vii. NAPAC Non-Concurrence Response Approval
  - viii. Dakota County - SHIP Grant Approval - Worksite Wellness at Pinecrest Elementary
- b. Items for Individual Action
  - i. Policy 902.1PR Community Use of Facilities
  - ii. Rescind the resolution establishing combined polling places
  - iii. Resolution Establishing Combined Polling Places
  - iv. Donations
  - v. Last Day of School for Seniors
    - Approval for the last day of school for 12th graders - May 30th, 2025
  - vi. Marching Band Trip Request
  - vii. 2025-2026 Budget Adjustment Approval
  - viii. 2025-2026 Taher Contract Renewal

**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, March 26, 2025 at the Hastings Middle School Media Center.

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

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

A motion to approve the agenda was made by Mark Zuzek and seconded by Jessica Dressely. With 5 ayes, 0 nays, the motion carried unanimously.

A motion to approve the minutes from the 02.26.2025 Regular Board Meeting of the Hastings School Board was made by Matt Bruns and seconded by Melissa Millner. With 5 ayes, 0 nays, the motion carried unanimously.

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

Superintendent Champa presented the Raider Spotlight, which recognized Haley Strain and Lukas Foss with the Athena and Apollo Awards; Trey Tavernier, HMS School Spirit Design Winner; Katie Matzek, Hastings Chamber Educator of the Year; and Juliana Brandt, McAuliffe Teacher and Author.

The Public Comment Session was held with five people speaking.

Superintendent Champa provided the Board with the Superintendent Report.

The Student Representatives provided their school updates.

Student Representative Victoria Steinke spoke to Policy 100 Equity and Diversity.

Minnesota State Student Survey Presentation was provided by Alexandra Groten and Melanie Countryman from Dakota County.

Budget Update was provided by Jennifer Seubert.

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

The Special Election Polling Location discussion was provided by LynDee Humble.

The Board Director Vacancy discussion and review letters of interest was led by Chairperson Carrie Tate.

The Superintendent Search options were provided by Chairperson Carrie Tate.

The ISD 917 update was provided by Mark Zuzek.

The AMSD update was provided by Matt Bruns.

The Community Collaboration Committee update was provided by Melissa Millner.

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

The NAPAC Committee update was provided by Matt Bruns.

The Student School Board Committee update was provided by Matt Bruns.

The Policy Committee update was provided by Jessica Dressely.

A motion to approve the Consent Agenda was made by Mark Zuzek and seconded by Jessica Dressely. With a vote of 5 ayes, and 0 nays, the motion carried unanimously. The following items were approved under the consent agenda:

- February Bills Payable
- Approval of Insurance Renewals for 2025-2026
- Approval of Updated 2024-2025 Non-Contracted Rates of Pay
- Read Act MOA
- Policies: 206, 208, 430, 610, 621

A motion was made by Carrie Tate to partner with MSBA for our Superintendent Search in the amount of \$12,400, we will not be doing a community survey and the motion was seconded by Mark Zuzek. With a vote of 5 ayes and 0 nays, the motion carries.

A roll call vote was taken by Melissa Millner to approve the Personnel Report. The following voted in favor: Matt Bruns, Jessica Dressely, Melissa Millner, Carrie Tate, and Mark Zuzek. Philip Biermaier was absent.

A motion was made by Jessica Dressely to remove Policy 100 Equity and Diversity from the policy manual and replace it with the current strategic plan; with the understanding that once the new strategic plan is adopted, it will be replaced with the new one as Policy 100 Strategic Plan. Motion was seconded by Melissa Millner. After lengthy discussions, Jessica Dressely stated "I Call the Question." The following voted in favor: Jessica Dressely, Melissa Millner, Carrie Tate; and the following voted against: Matt Bruns, Mark Zuzek; and Philip Biermaier was absent.

A motion was made by Mark Zuzek and seconded by Jessica Dressely to approve the Solar Contract with iDEAL Energies. With a vote of 5 ayes and 0 nays, the motion carries. A roll call vote was then taken for the resolution. The following voted in favor, Matt Bruns, Jessica Dressely, Melissa Millner, Carrie Tate, Mark Zuzek; and Philip Biermaier was absent.

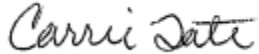
### **ISD# 200 RESOLUTION**

#### **RESOLUTION TO ENTER INTO GUARANTEED ENERGY SAVINGS CONTRACT FOR SOLAR**

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

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

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



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Carrie Tate  
Board Chairperson



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Melissa Millner  
Board Clerk

A motion was made by Mark Zuzek and seconded by Jessica Dressely to have 5 polling places for the 2025 Special Election. With a vote of 5 ayes and 0 nays, the motion carries.

A motion was made by Jessica Dressely and seconded by Melissa Millner to interview William Beck, Chad Neuharth, Elaine Mikel-Mulder, Theresa Auge', Katherine Szepieniec, Mariah Ring and Lisa Hedin for the Board Vacancy position. With a vote of 5 ayes and 0 nays, the motion carries.

A motion was made by Mark Zuzek and seconded by Carrie Tate to approve the administration of the Minnesota State Survey with the opportunity for families to view the questions and the option to opt out of participation. With a vote of 4 ayes, 1 nay, the motion carries. Voting nay was Jessica Dressely.

Future meetings were presented and discussed by Carrie Tate.

With no further business to discuss, a motion was made to adjourn the meeting by Mark Zuzek and seconded by Jessica Dressely. With a vote of 5 ayes and 0 nays, the motion carried unanimously.

The meeting was adjourned at 8:53 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, March 31, 2025 at the Hastings Middle School Media Center.

The meeting began at 6:00 pm.

The following board members were present: Matt Bruns, Jessica Dressely, Melissa Millner, Carrie Tate, Mark Zuzek. Philip Biermaier was absent.

Board vacancy interviews were conducted with William Beck, Chad Neuharth, Elaine Mikel-Mulder, Theresa Auge' and Katherine Szepieniec.

The meeting ended at 8:15 pm.

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

A Special Meeting of the School Board of Independent School District No. 200, Hastings, Minnesota, was held on Wednesday, April 2, 2025 at the Hastings Middle School Media Center.

The meeting was called to order at 6:15 pm by Chairperson Carrie Tate.

The following board members were present: Matt Bruns, Jessica Dressely, Melissa Millner, Carrie Tate, Mark Zuzek. Philip Biermaier was absent.

Board vacancy interviews were conducted with Mariah Ring and Lisa Hedin.

A motion was made to adjourn the meeting by Mark Zuzek and seconded by Jessica Dressely. With a vote of 5 ayes and 0 nays, the motion carried unanimously.

The meeting was adjourned at 7:03 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 Thursday, April 3, 2025 at the Hastings Middle School Media Center.

The meeting was called to order at 4:02 pm by Chairperson Carrie Tate.

The following board members were present: Matt Bruns, Jessica Dressely, Melissa Millner, Carrie Tate, Mark Zuzek. Philip Biermaier was absent.

Superintendent Search Planning was held with Barb Dorn, MSBA Director of Leadership Development and Executive Search.

A motion was made to adjourn the meeting by Jessica Dressely and seconded by Melissa Millner. With a vote of 5 ayes and 0 nays, the motion carried unanimously.

The meeting was adjourned at 5:35 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 Tuesday, April 8, 2025 at the Hastings High School Lecture Hall.

The meeting began at 6:00 pm.

The following board members were present: Matt Bruns, Jessica Dressely, Melissa Millner, Carrie Tate, Mark Zuzek. Philip Biermaier was absent. Superintendent Champa was also present at the meeting.

A Community Collaboration Event was held to discuss the district's strategic plan with the public.

The meeting ended at 8:00 pm.

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

A Special Meeting of the School Board of Independent School District No. 200, Hastings, Minnesota, was held on Wednesday, April 9, 2025 at the Hastings Middle School Media Center.

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

The following board members were present: Matt Bruns, Jessica Dressely, Melissa Millner, Carrie Tate, Mark Zuzek. Philip Biermaier was absent. Roll call attendance was taken by Melissa Millner. Superintendent Champa was also present at the meeting.

A motion to approve the agenda was made by Mark Zuzek and seconded by Jessica Dressely. With 5 ayes, 0 nays, the motion carried unanimously.

A discussion was held regarding the board vacancy candidate interviews.

The following resolution was moved by Mark Zuzek and second by Jessica Dressely.

**RESOLUTION FILLING SCHOOL BOARD VACANCY BY APPOINTMENT**

WHEREAS, a vacancy exists in the office of school board member with a term expiring the first Monday in January 2029; and

WHEREAS, the vacancy occurred more than ninety (90) days prior to the first Tuesday after the first Monday in November in the year the vacancy occurred in the first or second year of the vacant term;

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

Pursuant to Minnesota Statutes, Section 123B.09, Subd. 5b, **Elaine Mikel-Mulder** is hereby appointed to fill the vacancy and to serve until a successor is elected and qualified. The appointment shall be effective thirty (30) days after the adoption of this resolution unless a valid petition to reject the appointee is filed with the school district clerk pursuant to Minnesota Statutes, Section 123B.09, Subd. 5b(b) within that thirty (30) day time period.

The vote on adoption of the Resolution was as follows:

Aye: Mark Zuzek, Jessica Dressely, Carrie Tate, Melissa Millner

Nay: Matt Bruns

Absent: Philip Biermaier

Whereupon, said Resolution was declared duly adopted.

By: Carrie Tate

Carrie Tate  
Board Chair

By: Melissa Millner

Melissa Millner  
Board Clerk

With no further business to discuss, a motion was made to adjourn the meeting by Jessica Dressely and seconded by Matt Bruns. With a vote of 5 ayes and 0 nays, the motion carried unanimously.

The meeting was adjourned at 6:15 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 Tuesday, April 15, 2025 at the Hastings High School Lecture Hall.

The meeting began at 6:00 pm.

The following board members were present: Matt Bruns, Melissa Millner, Carrie Tate, and Mark Zuzek. Philip Biermaier and Jessica Dressely were absent. Superintendent Champa was also present at the meeting.

A Community Collaboration Event was held to discuss the district's 2025-26 Budget Adjustments.

The meeting ended at 8:00 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, April 21, 2025 at Hastings City Hall.

The meeting was called to order at 5:33 PM by Chairperson Carrie Tate.

The following board members were present: Jessica Dressely, Melissa Millner, Carrie Tate, Mark Zuzek. Philip Biermaier and Matt Bruns were absent. Roll call attendance was taken by Melissa Millner. Superintendent Champa was also present at the meeting. Hastings Mayor Mary Fasbender and City Council Members were also present.

A motion to approve the agenda was made by Jessica Dressely and seconded by Mark Zuzek. With 4 ayes, 0 nays, the motion carried unanimously.

A discussion was held regarding Joint Powers Agreements and Partnerships between Hastings Public Schools and the City of Hastings.

With no further business to discuss, a motion was made to adjourn the meeting by Jessica Dressely and seconded by Mark Zuzek. With a vote of 4 ayes and 0 nays, the motion carried unanimously.

The meeting was adjourned at 6:55 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 Tuesday, April 22, 2025 at the Hastings High School Lecture Hall.

The meeting began at 6:00 pm.

The following board members were present: Matt Bruns, Jessica Dressely, Melissa Millner, Carrie Tate, and Mark Zuzek. Philip Biermaier was absent. Superintendent Champa was also present at the meeting.

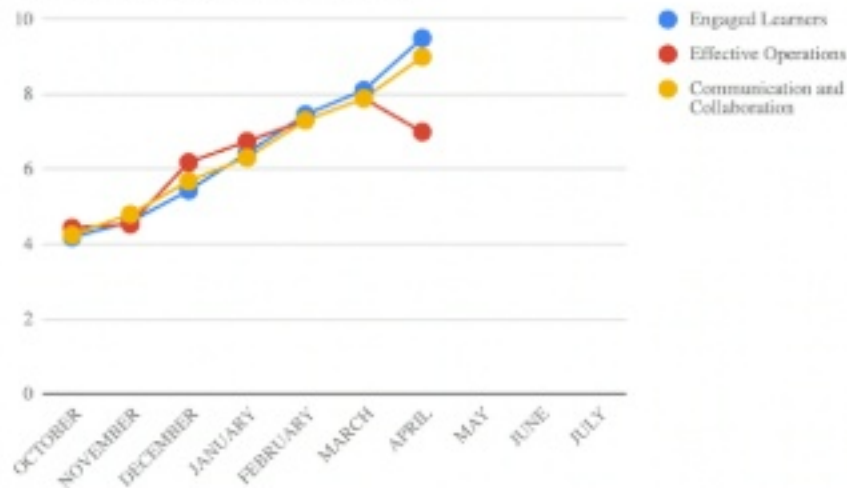
A Community Collaboration Event was held to host a Deep Dive into the District's Strategic Anchors of Engaged Learners, Effective Operations, Community & Collaboration.

The meeting ended at 8:00 pm.



# CADENCE OF RAIDER RESPONSIBILITY

Cadence of Raider Responsibility





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

## April 23, 2025 Student Representative Reports

### Briseis Rusnacko

#### **HHS:**

Sports: Although there's been many ups and downs with this rainy weather, sports still thrive and you can truly see the spring colors blooming in these HHS teams.

- All the spring sports have started up this month officially, with Baseball, Boys Golf, Softball, and Boys Lacrosse starting off with some strong wins.

Academics: Students have been busy in the world of academics

- Many AVID senior capstone projects have been coming into fruition recently, like food drives, mental health awareness projects, and some great ways to appreciate our staff and youth in the elementary schools.
- The Shop and Woods classes have been busy, with a recent Delta Airlines field trip and many students building a wonderful Trishaw storage shed at Tilden.
- New Junior students were welcomed in the National Honor Society, with the announcement of four new officers.
- On April 9th, we hosted our annual Empty Bowls event in the commons, and it was a very excellent turn out, with us raising over \$5.4K for Hastings Family Service and Heifer International.

Up-and-Coming Events:

- Students have many things to look forward to this week and in early May
- HHS is hosting its first ever Polar Plunge to support our inclusion efforts through Special Olympics Minnesota - Portable trailer at the high school Friday morning.
- Prom is this Saturday, at Emerald Greens Golf Course, and us students couldn't be more excited. The theme is "Spring in Santorini, Greece".
- The cast of the musical, "You're a Good Man, Charlie Brown" have been working hard to make a fun and unforgettable show that will be presented on May 2nd, 3rd, and 4th.
- Finally, after all the fun, hard working students will be put to the test for AP Exams in early to mid May, make sure to be kind to us High School students next month!

#### **Tilden:**

- Reminder of Registrations for Tilden, I've heard that they fill up fast.

- In late march, Climb Theatre visited the preschool classrooms and had some engaging presentations.
- The preschoolers experienced the wonder of spring chicks in honor of Easter last week! One of the senior center members shared their 2 day old chicks with the preschoolers.
- As mentioned before, the High School students have been working on the shed at Tilden, and many of the preschool students have enjoyed watching all the construction happening.
- One fun lesson to note in preschool is the Science Activities for students using ramps. They have so far been using ramps for: moving, redirecting, and capturing plastic eggs, clearing up Legos, and experimenting with slope and speed.

Up-and-Coming:

- They will start building their own ramps!
- On May 14 and 15, they will be having a bike day where the children will listen to a short bike safety presentation and have the opportunity to ride their own bikes in the front parking lot.







**Exploring ramps**

- for moving, redirecting, and capturing plastic eggs
- for cleaning up Legos
- experimenting with slope and speed

**Science Activities for Kids Using RAMPS**

**Inclined Planes Examples In Everyday Life**

Examples Of Inclined Plane

- Skateboard ramp
- Slide
- Water slide
- Funnel
- Roof
- Road ramp

Coming soon...  
 Building our own ramps  
 Road construction  
 - Sanding  
 - Painting  
 - then playing!

## McAuliffe Elementary

First-grade students recently participated in an exciting, hands-on learning experience where they explored interactive exhibits that allowed them to complete electrical circuits, connect plumbing pipes, and build and test designs using K'NEX, LEGO-style bricks, KEVA planks, and more. Through these engaging activities, students discovered the engineering behind everyday technology and practiced the engineering design process. In the classroom, they also created their own colorful kaleidoscopes while learning about light reflection using mirrors. Meanwhile, Mr. Conway and the McAuliffe students are eagerly preparing to showcase their talents in upcoming music performances and demonstrations, highlighting their progress and enthusiasm for music.



## ALC

As we wrap up MCA testing at HAHS on April 23, students have also been engaging in valuable career exploration opportunities. In April, Mr. Peterson invited students to participate in both a Workforce Panel and a 2-Year/Technical College Panel, where they had the chance to ask questions and learn about various career paths. A representative from Precision Landscaping highlighted that attendance is the leading cause of employee termination, reinforcing the

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importance of consistent attendance—something we emphasize heavily at HAHS. The fourth quarter began on April 7, and seniors are nearing the finish line. Credit recovery efforts continue to be strong, with over 150 credits earned this school year across HHS, HOA, and HAHS, a number expected to surpass 200 soon. Additionally, Hastings Online Academy, run through HAHS, currently supports over 60 students, with nearly half enrolled full time.



**Hastings Middle School Student Activities**

**Athletics**

- April 16: Last swim and dive meet
- April 17: Home meet for boys and girls track

**Arts**

- April 1: Children's concert by Hastings High School Orchestra, Spiral Singers, and Kennedy Choir
- April 10-11: *Sally Cotter and The Quest We Follow*
- April 24: Jazz night

**Achievements**

- Hallway Heroes challenge
- Rockstar awards

**More student events**

- April 4: 5th and 6th grade dance
- April 25: 7th and 8th grade dance
- April 17: Outdoor club hike
- April 22: Future 5th grade spring orientation

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## Jen Behnke

### Kennedy

- Kennedy students showcased their many artistic talents in the art corner this month!



- Starting Thursday, students will be performing Music Informances for their families and teachers!
- Families wrapped up ordering yearbooks at the beginning of the month and can look forward to that!

### Pinecrest

- The Pinecrest Running Club is making its yearly return! It is an opportunity for 3rd and 4th-grade students to get some fresh air before the school day starts. Starting this week, they will meet every Friday and run on the middle school track.
- The music department has been busy with some Music Informances earlier in the month!
- All students learned new art concepts this month: 4th grade about color schemes, 3rd grade about cityscapes, 2nd grade about koi fish and their cultural meaning, 1st grade about the color wheel, and kindergarten decorated the art hall with some flowers!





Interest Earnings		-	-	-	-	2,630,617	Interest Earnings
<b>Subtotal</b>	<b>46,671,450</b>	<b>41,428,057</b>	<b>41,424,058</b>	<b>3,133,815</b>	<b>4,417,921</b>	<b>326,273</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	
Safety & Security Improvements	576,468	424,152	396,384	68,020	17,193	94,871	In Process
Interior Locks Allowance-Door Hardware Upgrades	420,000	379,619	240,155	36,952	2,026	140,867	In Process
High School Deferred Maintenance (Storefront/Shower Valves)	264,386	227,515	219,484	36,172	242	8,488	In Process
Grounds/Site Improvements	500,000	500,182	369,504	33,009	222	97,266	In Process
Middle School Pod Redesign	235,000	57,045	57,045	-	107,004	70,950	In Process
<b>Subtotal</b>	<b>1,995,854</b>	<b>1,588,513</b>	<b>1,282,573</b>	<b>174,153</b>	<b>126,686</b>	<b>412,442</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	
<b>Subtotal</b>	-	-	-	-	-	-	In Design

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

Other District Projects	A	B	C	D	E	A-B-E	
Radio Replacement	100,000	-	-	-	90,768	9,232	Not Completed
Flexible Learning Furniture	600,000	-	-	-	547,987	52,013	Not Completed
<b>Subtotal</b>	<b>700,000</b>	-	-	-	<b>638,755</b>	<b>61,245</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>43,016,571</b>	<b>42,706,631</b>	<b>3,307,968</b>	<b>5,183,362</b>	<b>799,960</b>	
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Complete and In Process (does not include contingency)	51,825,083
Project Total	49,367,304
%	105%

Transfers from/(to) Contingency:

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

- \$300,000 Additional to Safety & Security Improvements
- \$202,000 Additional to Monument Signs
- (\$52,000) from District Office Renovation
- (\$96,000) from HS Privacy
- (\$89,000) from MS Track
- (\$235,000) from Storage Building
- (\$160,000) from DW Fire Alarm/Alert System
- (\$25,000) from HS Fire Alarm/Alert System
- \$324,713 Safety & Security Improvements
- \$120,000 Interior Locks Allowance (Middle School add)
- \$629,625 Technology
- \$ 50,000 Gymnastics
- \$160,000 Middle School Media Center
- \$ 90,000 Tilden Preschool Classroom
- \$ 5,000 High School Student Entrance Bollards
- \$ 50,000 Nature Preserve Gravel Parking Lot
- \$ 17,000 High School Shower Valves
- \$235,000 Middle School Pod Redesign
- (\$85,900) from Nature Preserve Parking Lot & Monument Sign

# 2025-2026 BUDGET ADJUSTMENTS



Projected overspend: \$2,400,000

Planned fund balance use: \$900,000

Adjustment target: \$1,500,000

<b>ASSUMPTION UPDATES</b>		<b>TOTAL: \$328,000</b>	
Description	FTE	Savings	
The basic formula allowance was initially projected to increase by 2.4%, however, the actual increase is 2.74%	N/A	\$100,000	
Board approved adjustment to staffing ratios for grades 5-8 to align with the most recent Metro ECSU/BrightWorks average class size study	2.0	\$228,000	
<b>CHANGE IN FUNDING STREAMS AS ALLOWED</b>		<b>TOTAL: \$725,000</b>	
Description	FTE	Savings	
Staffing costs allocated to Long Term Facilities Maintenance restricted funds	N/A	\$200,000	
Staffing costs allocated to Student Support Personnel Aid restricted funds	N/A	\$150,000	
Staffing costs allocated to Literacy Incentive Aid restricted funds	N/A	\$114,000	
Student parking fees reallocated from Operating Capital to Unassigned funds to offset lot security-related costs and supplies	N/A	\$100,000	
Multi-year Staff Development carryover restricted funds utilized to cover a portion of professional development day payroll costs	N/A	\$100,000	
Staffing costs allocated to Talented and Gifted restricted funds	N/A	\$61,000	
<b>STAFFING</b>		<b>TOTAL: \$56,000</b>	
Description	FTE	Savings	
Elimination of unfilled night custodian position	1.0	\$56,000	
Building non-licensed support staffing model study	N/A	TBD	
<b>OTHER</b>		<b>TOTAL: \$283,510</b>	
Description	FTE	Savings	
Early Childhood Special Education transportation schedule alignment	N/A	\$223,510	
Credit card processing fees charged to users at time of purchase	N/A	\$60,000	
Middle School athletics study for restructuring	N/A	TBD	
		<b>TOTAL: \$1,392,510</b>	



BRIDGE TO SUCCESS

# Hastings Public Schools

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

April 21, 2025

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

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

The Hastings School Board, district superintendent, cabinet members, and our Native American liaison has reviewed your resolutions and on behalf of the district, each resolution has a response as noted below:

## **Resolution 1: Federal 506 Forms Integration and Title VI Application**

### **DISTRICT RESPONSE:**

The following outlines both current actions and the implementation of a revised process beginning in the 2025–2026 school year.

During the week of April 1, both our MARSS Coordinator and Native American Education Liaison mailed an introductory letter about the Native American Education Program to families, requesting the completion and return of the 506 and Johnson O'Malley forms.

Moving forward, any student identified as American Indian at the time of enrollment in ISD 200 will receive a letter of eligibility from the Native American Education Program. This letter will request that families complete and return both the 506 and Johnson O'Malley forms. Once a student is identified in our student information system, their designation will remain active for the duration of their enrollment in ISD 200.

Beginning with the 2025–2026 school year, our MARSS Coordinator and Native American Education Liaison will provide training to administrative staff on the proper collection, filing, and management of 506 and Johnson O'Malley forms. Additionally, the Native American Education Liaison will report form completion rates on a quarterly basis to the Native American Parent Advisory Committee (NAPAC).

When the minimum threshold of completed 506 forms is met, the Director of Teaching and Learning and the Native American Education Liaison, in collaboration with the Native American Education Liaison will initiate the application process for Title VI funding.

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## **Resolution 2: American Indian Culture & Language Program and Protections**

### **District Response:**

We are committed to expanding—not merely maintaining—our program offerings in response to the growing enrollment of Native American students. As part of our annual budget planning and course evaluation process, we will conduct a comprehensive review of enrollment data across all grade bands—Elementary, Middle, and High School. This review will include an in-depth analysis of curricular offerings at each level to identify opportunities for strategic growth.

At the secondary level, student course registration will directly inform staffing (FTE) allocations, ensuring that student interest and need guide our investment in resources. This approach will support the intentional expansion of culturally relevant and academically rigorous programs that meet the needs of our Native American students while enriching the educational experience for all learners.

Beginning in the 2025–2026 school year, our Native American Education Liaison will offer a secondary-level course titled *Native American Cultures and Languages*. As with all district courses, the Teaching and Learning curriculum budget will support the purchase of necessary materials and curriculum. Additionally, the district will actively pursue partnerships to enhance the course experience and promote instructional efficiency.

## **Resolution 3: American Indian Education Staffing Expansion**

### **District Response:**

The Hastings School District recognizes and appreciates the desire for expanded services and opportunities, and we share your commitment to supporting the academic and cultural needs of our Native American students.

While we are not currently in a position to meet the full scope of requests being made, we want to highlight the meaningful progress that has been made. Over the past two years, we have taken important steps to strengthen our Native American Education Program, including proactive outreach, increased identification, enhanced communication, and in the 24-25 school year, the addition of our Native American Education Liaison.

We remain deeply committed to continuous improvement. Through data-informed decision-making, we are identifying sustainable opportunities for future growth. To further enhance support and efficiency, counselor assignments will be restructured, enabling our Native American Education Liaison to streamline communication and more effectively coordinate individualized plans to support each student's needs.

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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

As enrollment increases and interest grows, we will continue to review and refine our offerings to ensure that our investments are aligned with student needs and district priorities.

We look forward to ongoing dialogue and collaboration as we work to build on the progress made and explore future possibilities together.

## **Resolution 4: Intentional Space-Holding for American Indian Community**

### **District Response:**

Each monthly School Board meeting currently includes a report from the Native American Parent Advisory Committee (NAPAC) representative. This representative shares important updates with the Board, highlighting both celebrations and concerns from the most recent Native American Parent Advisory Committee (NAPAC). In addition, individuals may address the Board during regular meetings by submitting a request in accordance with Policy 206.

To further strengthen engagement, the Director of Teaching and Learning will ensure that a Native American Parent Advisory Committee (NAPAC) representative is included on the district's Curriculum Advisory Committee. Furthermore, Native American Parent Advisory Committee (NAPAC) members will be actively consulted whenever Native American curriculum content is under review.

Policy and Strategic Planning meetings are open to the public, and all community members are encouraged to attend.

We are also committed to providing annual professional development for all district and building administrators focused on government-to-government relationships. Beginning in the 2025–2026 school year, this training will become a formal part of our leadership development program. We will explore a partnership with the Prairie Island Indian Community to co-design and deliver this ongoing professional learning. This collaboration will ensure the training is locally grounded, culturally respectful, and informed by the lived experiences and perspectives of our Native American communities.

## **Resolution 5: Permanent School Fund Educational Justice Initiative**

### **District Response:**

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The history and purpose of the Permanent School Fund are currently “lightly” taught as part of the sixth-grade *Northern Lights* curriculum. The current content will be expanded to appropriately cover the history and purpose beginning in the 25-26 school year.

Hastings Public Schools is committed to transparency and accountability in how public funds are allocated and used. Each year, the district’s allocation from the Permanent School Fund is incorporated into the annual budgeting process, beginning with the “What-If” Report provided by the Minnesota Department of Education.

Although Permanent School Fund dollars are received as part of general education aid and are not specifically designated for individual student groups, they play a vital role in supporting core instruction and individualized academic and behavioral support for all students, including Native American students. Additional support may include Special Education services, Title I, ADSIS interventions, restorative practices, and support groups.

To ensure ongoing transparency, Hastings Public Schools will provide an annual report each fall to the Native American Parent Advisory Committee (NAPAC) detailing the total amount received from the Permanent School Fund. In addition, we will share information about how these and other funds are used to support Native American students. While public school districts typically work to meet the needs of all students without categorizing expenditures by student group, Hastings Public Schools is committed to our partnership. Upon request, the district will provide an estimated dollar amount dedicated to additional support services specifically benefiting Native American students.

The district’s response in its entirety will be included and reviewed at the upcoming April school board meeting.

Sincerely,

  
Tamara Champa



## Annual Compliance Overview

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

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

## The Vote and Resolution

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

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

## Completing and Submitting the Documents

### The Following Items are Required When Submitting Annual Compliance

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

**When Completing the Fillable PDF Forms, Remember To:**

- Include the district, charter school, cooperative, Tribally controlled school name and identifying number.
- Place a checkmark or X next to the applicable vote.
- Include all dates as indicated.
- Add all signatures as required, digital signatures are accepted.
- Use the drop-down menu in the roster to select the appropriate committee member options.
- Do not modify this form in any way except to add text directly into the areas designated for narrative text or to fill a check box.
- Documents must be received at MDE in Portable Document Format (PDF) format.

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

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

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

Obtain the signature of the superintendent or charter school/Tribally controlled school director and the school board chair.

**Submission Deadline**

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

# Annual Compliance (Vote of Concurrence or Nonconcurrence)

District, Charter School, Cooperative, or Tribally Controlled School Name 1SD 200-Hastings  
School Year 2024-2025

## American Indian Parent Advisory Committee (AIPAC) Vote

The AIPAC Issued a Vote of Concurrence

Date of Concurrent Vote   
Date the AIPAC Presented to the School Board

The AIPAC Issued a Vote of Nonconcurrence

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

Date of Nonconcurrent Vote 1/9/2025  
Date the AIPAC Presented to the School Board 2/26/25  
Date the Written Response from the School Board is Due 4/26/25

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

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

### Required Signatures

<input type="text" value="Carni Dote"/>	<input type="text" value="2/26/25"/>
School Board Chairperson	Date
<input type="text" value="Janelle Champ"/>	<input type="text" value="2/26/25"/>
Superintendent or Charter School/Tribally Controlled School Director	Date
<input type="text" value="K. J. J."/>	<input type="text" value="2/26/25"/>
AIPAC Chairperson	Date

# American Indian Education Aid Program Plan Review

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

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

## Directions

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

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

## Measurable Goals

These program details must align to Minnesota Statutes 2024, section 124D.81, subdivision 2.

**Focus Area 1:** Support postsecondary preparation for pupils

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

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

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

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

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

Focus Area	Measurable Goal(s) From Approved Plan	Progress Towards Goal(s) Using District Data	Is Progress Sufficient for Concurrence?
Support postsecondary preparation for pupils	75% of H.S. students attending Native college fair with liaison	Liaison hired.	Yes.
Support the academic achievement of American Indian students	No measurable goal from plan	31% achievement gap in math & 27.8% gap in reading.	No.
Make curriculum relevant to the needs, interests, and cultural heritage of American Indian pupils	No measurable goal from plan.	No input solicited from NAPAC. Only typical standards updates from MDE. We don't know what's being taught	No.
Provide positive reinforcement of the self-image of American Indian pupils	Liaison meets w/ MS & HS weekly. Elementary schools 1 out of 3 weeks.	Students are showing more engagement & asking for more touch points.	Yes.
Develop intercultural awareness among pupils, parents, and staff	Liaison guest speaking, providing resources, & PD.	Liaison has hosted PD sessions on district PD days.	No. Too much is being asked of Indian Ed. not district itself
Supplement, not supplant, state and federal educational and co-curricular programs	Student counts have updated & students being identified	Nothing being done other than increasing AIEA Funds.	No.

## District Requirements Under Minnesota Statutes

### Coordinator

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

Minnesota Statutes 2023, section 124D.76, Dedicated American Indian Education Coordinator

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

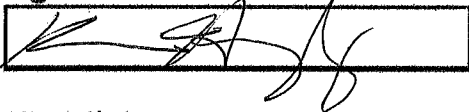
### Culture and Language Classes

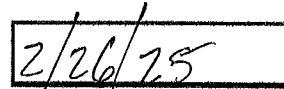
Any district or participating school that conducts American Indian education programs with five percent or 100 or more state-identified American Indian students must provide American Indian culture and language classes.

Minnesota Statutes 2024, section 124D.71, subdivision 7

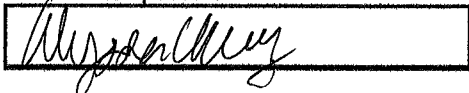
- Yes, we provide American Indian culture and language classes for all American Indian students eligible for American Indian Education Aid
- No, we do not have at least five percent; or 100 or more American Indian students  
*100+ students Id'd. No classes offered at this time.*

### Signatures

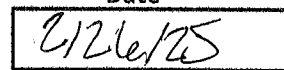




AIPAC Chairperson



Date



Director of American Indian Education

Date

For more information, please visit the Office of American Indian Education's website.

Please submit this documentation to the Office of American Indian Education (mde.alea@state.mn.us).

**Hastings Native American Parent Advisory Committee Resolutions for the Minnesota Department of Education's Office of American Indian Education Non-Concurrence Vote for School Year 2024-2025**

**Resolution 1: Federal 506 Forms Integration & Title VI Application**

WHEREAS, accurate identification of American Indian students is essential for appropriate educational services and funding; and

WHEREAS, Federal 506 Forms are the recognized standard for documenting American Indian student status; and

WHEREAS, completed 506 Forms enable the district to apply for Title VI funding (Indian Education Formula Grant) through the U.S. Department of Education; and

WHEREAS, current enrollment procedures do not consistently capture this critical information, resulting in significant loss of potential federal funding for American Indian education programs;

BE IT RESOLVED that Hastings Public Schools shall:

1. Include Federal 506 Forms as a standard component in all district enrollment packets beginning in the 2025-2026 school year;
2. Conduct a retroactive collection campaign for all currently enrolled American Indian students lacking completed 506 Forms by May 30, 2025;
3. Provide annual training to all enrollment staff regarding the importance and proper processing of these forms;
4. Report quarterly to the American Indian Parent Advisory Committee on 506 Form completion rates; and
5. Utilize the completed 506 Forms to prepare and submit annual applications for Title VI Indian Education Formula Grant funding, with all such funds to be directed toward supplemental American Indian education programs.

**Resolution 2: American Indian Culture & Language Program and Protections**

WHEREAS, American Indian students in our district show significantly improved academic outcomes when connected to their cultural heritage and language; and

WHEREAS, the cultures and languages of Dakota and Ojibwe are specific to the first peoples of this land that is now known as Minnesota; and

WHEREAS, discontinuity in cultural instruction undermines educational equity for American Indian students;

BE IT RESOLVED that Hastings Public Schools shall:

1. Designate the American Indian Culture & Language classes as protected curricular offerings exempt from standard budget reduction considerations;
2. Guarantee the teaching position(s) dedicated to these classes shall be maintained regardless of district-wide staffing adjustments;
3. Establish a minimum annual budget allocation for cultural materials and curriculum development that cannot be repurposed for other district needs; and
4. Commit to expanding, rather than merely maintaining, these offerings as American Indian student enrollment increases.

### **Resolution 3: American Indian Education Staffing Expansion**

WHEREAS, Hastings Public Schools currently serves 108 American Indian students across its educational sites; and

WHEREAS, the district currently employs only one staff member dedicated to American Indian Education; and

WHEREAS, the Minnesota Department of Education recommends a student-to-Indian Education staff ratio of no more than 50:1; and

WHEREAS, the current 108:1 ratio severely limits individualized support, cultural programming, and family outreach capabilities; and

WHEREAS, inadequate staffing directly contributes to the achievement disparities documented in district data;

BE IT RESOLVED that Hastings Public Schools shall:

1. Create and fund an additional full-time American Indian Education specialist position beginning with the 2025-2026 school year;
2. Ensure the American Indian Education Department positions are classified as permanent certified staff rather than grant-dependent;
3. Develop a recruitment plan prioritizing qualified American Indian candidates, particularly those with connections to local tribal communities;
4. Designate specific responsibilities for each staff member to maximize support across elementary, middle, and high school levels; and
5. Establish a three-year staffing plan that increases American Indian Education personnel proportionally as American Indian student enrollment grows.

### **Resolution 4: Intentional Space-Holding for American Indian Community**

WHEREAS, meaningful consultation with American Indian communities is mandated by both federal and state requirements; and

WHEREAS, the American Indian Parent Advisory Committee (AIPAC) requires consistent institutional support to fulfill its advisory function; and

WHEREAS, American Indian perspectives have been historically marginalized in educational governance;

BE IT RESOLVED that the Hastings Public Schools Board and building principals shall:

1. Reserve a standing agenda item at each regular school board meeting for AIPAC/NAPAC and American Indian Community updates and concerns as needed, from AIPAC/NAPAC;
2. Ensure American Indian representation on all district-wide committees and strategic planning initiatives;
3. Establish a formal protocol requiring consultation with AIPAC on any policy decisions potentially impacting American Indian students;
4. Provide annual training for all administrators on government-to-government relationships between educational institutions and sovereign tribal nations; and

**Resolution 5: Permanent School Fund Educational Justice Initiative**

WHEREAS, the Minnesota Permanent School Fund was established through treaties that ceded Dakota and Ojibwe lands to the state; and

WHEREAS, these lands continue to generate revenues that benefit the general education fund without specific benefit to American Indian students; and

WHEREAS, this represents a historical injustice that perpetuates educational inequities for descendants of the original land stewards;

BE IT RESOLVED that Hastings Public Schools shall:

1. Develop and implement a comprehensive educational unit on the history of the Permanent School Fund, including its origin in tribal land acquisition, for inclusion in the district curriculum by the 2026 calendar year;
2. Calculate the proportional benefit received by the district from the Permanent School Fund annually;
3. Allocate an equivalent amount from the district's general fund specifically for American Indian Education programming;
4. Advocate at the state level, in partnership with tribal nations, for reform of Permanent School Fund distribution policies to provide direct benefit to American Indian students throughout Minnesota; and
5. Report annually to the community on both the funds received from the Permanent School Fund and the equivalent amount redirected to American Indian Education programming.

**Hastings Native American Parent Advisory Committee Resolutions for the Minnesota Department of Education's Office of American Indian Education Non-Concurrence Vote for School Year 2024-2025**

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3. Allocate an equivalent amount from the district's general fund specifically for American Indian Education programming;
4. Advocate at the state level, in partnership with tribal nations, for reform of Permanent School Fund distribution policies to provide direct benefit to American Indian students throughout Minnesota; and
5. Report annually to the community on both the funds received from the Permanent School Fund and the equivalent amount redirected to American Indian Education programming.

## CHEF AGREEMENT

THIS AGREEMENT is made this 1<sup>st</sup> day of April, 2025 by and between Taher, Inc., a Minnesota corporation, with its principal place of business at 5570 Smetana Drive, Minnetonka, MN 55343 (“Taher”) and Independent School District No. 200, Hastings, with its principal place of business at 1000 West 11th Street, Hastings, MN 55033 (“District”).

WHEREAS, Taher maintains a food service business which provides many different services to its clients, including chef services; and

WHEREAS, the District would like to retain Taher for the purpose of providing chef services.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and for other valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. **Effective Date; Term.** This Agreement shall be effective as of July 1, 2025, and shall continue for a term of one year ending June 30, 2026.

2. **Scope of Work.** Taher shall provide the following services to the District, in an efficient manner consistent with the District’s policies and applicable government regulations and upon the terms and conditions set forth in this Agreement:

The onsite Chef will provide the leadership for menu planning, recipes, grocery specifications, and procurement. The chef will prepare specialty menu items at serving times and rotate during the school year between buildings. The chef will report to the Districts Food Server Director, and will be trained and coached by Taher’s Corporate Chefs. The Chef will have access to Taher’s proprietary recipes, and will work with Taher’s Corporate Registered Dietitian to monitor all menu item and recipes for full compliance to USDA requirements.

3. **Consideration and Terms of Payment.** Taher’s compensation for services performed under this Agreement is \$135,000 annually, billed monthly. For months without a full-time chef, the district will be billed at 75% of the agreed upon monthly amount, provided the district has a chef from Taher assigned to the District and working in the buildings. Accepted methods of payment are check payments. In order to receive payment from the District, Taher must satisfactorily complete services under this Agreement and submit an invoice to the District. Taher shall submit an invoice on a monthly basis, on or before the tenth (10<sup>th</sup>) day of each month, for the services Taher performed during the previous month pursuant to this Agreement. The District shall pay Taher within thirty (30) days following Taher’s presentation to the District of such invoice. The District shall make its payment based on the hours recorded in the invoice, provided such hours are in accordance with the terms of this Agreement. The District is not responsible for deducting or withholding any amounts paid to Taher, including, but not limited to, federal or state taxes, FICA, or Medicare. There is no compensation to Taher or benefits other than those expressly described herein, including, but not limited to, paid vacation for Taher’s employees, insurance or pension benefits, travel, meals, lodging, or any other compensation.

4. **Indemnity.** Each Party is solely responsible for the alleged acts and omissions of its own officers, employees, officials, agents, and representatives. To the extent permitted by law, Taher or its insurer will hold harmless and defend the District, its board members, administrators, employees, officers, attorneys, insurers, agents and representatives from any and all damages and claims arising by reason of any acts or omissions alleged to have been taken by Taher, its agents, or employees in performance of this Agreement. To the extent permitted by law, Taher or its insurer will indemnify and defend the District, its board members, administrators, employees, officers, attorneys, insurers, agents and representatives for any and all related liabilities, demands, claims, suits, losses, damages, cause of action, fines or judgments, including costs, attorney and witness fees, and incidental expenses, made against the District and arising by reason of any acts or omissions alleged to have been taken by Taher, its agents, or employees in performance of this Agreement. The District's liability is limited to its own negligence, and the District will not assume liability in excess of its insurance caps.

5. **Insurance.** Taher shall maintain, as a direct cost of operation, Worker's Compensation insurance as required by law; General Liability, including products liability, insurance with limits of \$2,000,000 for injury or death of any one person, \$5,000,000 for injury or death of two or more persons in any one occurrence; and \$500,000 for property damage for each occurrence; and Automobile Liability insurance with limits of \$1,000,000 for injury or death to any one person, \$3,000,000 for injury or death of two or more persons in any one occurrence; and \$500,000 property damage for each occurrence. At the District's request, Taher shall deliver to the District certificates evidencing such insurance.

6. **Laws; Licenses; Taxes.** Taher shall comply with all State and Federal statutes, rules, and regulations applicable to the services provided under this Agreement which now exist or which may be promulgated during the term of this Agreement. Taher shall pay, when due, all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Agreement. Taher acknowledges that Taher and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Taher will have no authorization, express or implied, to bind the District to any agreements, liability, or understanding except as expressly set forth herein. Taher will be solely responsible for the acts of Taher, its employees and agents.

7. **Independent Relationship.** Taher will perform services pursuant to this Agreement as an independent contractor and not as an employee of the District. Neither Taher nor any agent or employee of Taher will be or will be deemed to be an agent or employee of the District. Nothing in this Agreement may be construed to create an employment relationship, a partnership, a joint venture, or a joint enterprise between the District and Taher. The District does not have the right to control the procedures for accomplishing the contracted services. Taher is to set its own schedule, determine its own methods, furnish its own tools, and take care of its own expenses. Taher shall hold the District harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Taher is responsible under this Agreement, and from all attorney's fees and other costs incurred by the District in contesting or defending against any responsibility therefore which is asserted against the District

8. **Data Privacy.** Any information Taher creates, collects, receives, stores, uses, or disseminates during the course of its performance of this Agreement, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential by Taher and in conformance with any District data privacy policies and all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Taher shall comply with any applicable requirements as if it were a governmental entity, and Taher shall not disclose any data described herein. The remedies in Minnesota Statutes Section 13.08 apply to Taher. Taher shall report immediately to the District any requests from third parties for information related to this Agreement, and Taher shall not disclose such data. The District will respond to such data requests. All subcontracts, if allowed, will contain the same or similar data practices compliance requirements.

9. **Ownership of Material.** Taher expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Agreement and grants the District the exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Taher shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Taher's obligations under this Agreement without prior written consent of the District.

10. **Worker Health, Safety, and Training.** Taher shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Agreement. Taher shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection with this Agreement. Taher shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, licensed or certified appropriate to the tasks performed under this Agreement. Taher shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Taher. Taher shall develop and implement an emergency plan and procedures to follow in emergencies

11. **Termination.** The District and/or Taher may terminate this Agreement at any time without cause, upon thirty (30) days' written notice to the other Party. In the event of such termination, the District must make any remaining payments to Taher, calculated on a pro rata basis and pursuant to the terms of Section 3 of this Agreement. The District has no obligation to pay Taher for work performed or costs incurred after receipt of notice of termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided. The District may terminate this Agreement in whole or in part for cause upon seven (7) days' written notice if Taher fails to comply with any material term or condition of this Agreement.

12. **Disputes.** Any disputes which cannot be resolved by the parties negotiating in good faith within thirty days shall be finally determined by litigation in the state or federal court located in the county of Dakota, State of Minnesota. Waiver by either party of any term or condition of this Agreement will not constitute a waiver of any other terms or condition of this Agreement. If

either party asserts that a provision of this Agreement is ambiguous, the Agreement must be construed to have been drafted equally by the parties

13. **Assignment.** Taher shall not assign any obligations of this Agreement without the prior written consent of the District. Taher shall not subcontract or contract with another party or entity to perform services or provide goods under this Agreement without prior written consent of the District. In the event of any assignment or agreement to subcontract, Taher shall remain responsible for its performance and that of any assignee or subcontractor under this Agreement.

14. **Notice.** Any notice required by or pertaining to this Agreement shall be in writing and shall be deemed sufficiently given if delivered in person or sent by certified mail, return receipt requested, to the address of the parties set forth below: Taher: 5570 Smetana Drive Minnetonka, MN 55343-9022; the District: Director of Finance & Operations.

15. **Miscellaneous.** This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and supersedes any and all other oral, written, expressed or implied agreements between the parties pertaining to such subject matter. This Agreement shall only be changed by a written instrument signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. No waiver of any term, condition or covenant of this Agreement by a party shall be deemed to be a waiver by such party of any subsequent breaches of the same or other terms, covenants or conditions of this Agreement. This Agreement shall be governed by and construed in conformance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates recorded by their signatures.

**TAHER, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

**INDEPENDENT SCHOOL DISTRICT NO. 200**

\_\_\_\_\_  
Board Chair

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

\_\_\_\_\_  
Board Vice-Chair

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



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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## Clarification on the Resolution Establishing Combined Polling Places

The resolution establishing combined polling places for the 2026 elections, which was approved during the January 6, 2025 Organizational Meeting, contained an error. However, because the resolution was passed prior to the statutory deadline of December 31, 2025, the school board retains the authority to rescind the incorrect resolution and adopt a revised, accurate version. This allows us to correct the record and ensure compliance with election regulations in a timely manner.

RESOLUTION ESTABLISHING COMBINED POLLING PLACES  
FOR MULTIPLE PRECINCTS AND  
DESIGNATING HOURS WHICH THE POLLING  
PLACES WILL REMAIN OPEN FOR VOTING  
FOR SCHOOL DISTRICT ELECTIONS NOT HELD  
ON THE DAY OF A STATEWIDE ELECTION

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

1. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for school district elections are those precincts located within the boundaries of the school district which have been established by the cities or towns located in whole or in part within the school district. The board hereby confirms those precincts and polling places so established by those municipalities.
2. Pursuant to Minnesota Statutes, Section 205A.11, the board may establish a combined polling place for several precincts for school district elections not held on the day of a statewide election. Each combined polling place must be a polling place that has been designated by a county or municipality. The following combined polling places are established to serve the precincts specified for all school district special and general elections not held on the same day as a statewide election:

The combined polling places for this election shall be as follows:

Ward 1	Precinct 1 Precinct 2	City Hall, 101 4th Street East Hope Lutheran Church, 16898 Michael Avenue
Ward 2	Precinct 2 Precinct 3	St. John's Lutheran Church, 202 8th Street West Our Saviour's Lutheran Church, 409 9th Street West
Ward 3	Precinct 1 Precinct 2	Calvary Christian Church, 907 15th Street West United Methodist Church, 615 15th Street West
Ward 4	Precinct 1 Precinct 2	St. Philip's Lutheran Church, 1401 15th Street West Crossroads Church, 225 33rd Street West

This combined polling place serves all territory in Independent School District No. 200 located in the cities of Rosemount, P-2, Vermillion, Hampton, Miesville, and New Trier; and Marshan, Vermillion City, Ravenna, Douglas and Hampton Townships, all in Dakota County, Minnesota; the City of Afton, W-2 P-1, the City of Cottage Grove, P-3, P-5 and P-7, the City of Hastings, P-1 P-2 and Denmark Township, all in Washington County, Minnesota and Welch Township in Goodhue County, Minnesota.

3. Pursuant to Minnesota Statutes, Section 205A.09, the polling places will remain open for voting for school district elections not held on the same day as a statewide election between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m.
4. The clerk is directed to file a certified copy of this resolution with the county auditors of each of the counties in which the school district is located, in whole or in part, within the thirty (30) days after its adoption.
5. As required by Minnesota Statutes, Section 204B.16, Subdivision 1a, the clerk is hereby authorized and directed to give written notice of new polling place locations to each affected household with at least one registered voter in the school district whose school district polling place location has been changed. The notice must be a non forwardable notice mailed at least twenty-five (25) days before the date of the first election in which it will apply. A notice that is returned as undeliverable must be forwarded immediately to the appropriate county auditor, who shall change the registrant's status to "challenged" in the statewide registration system.

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

On a roll call vote, the following voted in favor:

The following voted against:

The following abstained:

WHEREUPON said resolution was declared duly passed and adopted.

**RESOLUTION ESTABLISHING COMBINED POLLING PLACES FOR MULTIPLE  
PRECINCTS AND DESIGNATING HOURS DURING WHICH THE POLLING PLACES WILL  
REMAIN OPEN FOR VOTING FOR SCHOOL DISTRICT ELECTIONS NOT HELD ON THE  
DAY OF A STATEWIDE ELECTION**

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

Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for school district elections are those precincts located within the boundaries of the school district which have been established by the cities or towns located in whole or in part within the school district. The board hereby confirms those precincts and polling places so established by those municipalities.

Pursuant to Minnesota Statutes, Section 205A.11, the board may establish a combined polling place for several precincts for school district elections not held on the day of a statewide election. Each combined polling place must be a polling place that has been designated by a county or municipality.

The combined polling places designated in this resolution are the polling places unless a change is made in accordance with Minnesota Statutes, section 205A.11, subdivision 2; or pursuant to Minnesota Statutes, section 204B.175 (Change of Polling Place in Emergency); or because a polling place has become unavailable.

The following combined polling places are established to serve the precincts specified for all school district special and general elections not held on the same day as a statewide election in the calendar year following the adoption of this resolution:

The combined polling places for this election shall be as follows:

COMBINED POLLING PLACE:	Hope Lutheran Church 16898 Michael Ave. Hastings, MN 55033
-------------------------	--

This combined polling place serves all territory in Independent School District No. 200 located in the City of Hastings, W-1 P-1 and W-1 P-2; Dakota County, Minnesota.

COMBINED POLLING PLACE:	Our Saviour's Lutheran Church 400 9th Street West Hastings, MN 55033
-------------------------	--

This combined polling place serves all territory in Independent School District No. 200 located in the City of Hastings, W-2 P-2 and W-2 P-3; and Nininger Township, Dakota County, Minnesota.

COMBINED POLLING PLACE:	United Methodist Church 615 15th Street West Hastings, MN 55033
-------------------------	---

This combined polling place serves all territory in Independent School District No. 200 located in the City of Hastings, W-3 P-1 and W-3 P-2; Dakota County, Minnesota.

COMBINED POLLING PLACE:

St. Phillips Lutheran Church  
1401 15th Street West  
Hastings, MN 55033

This combined polling place serves all territory in Independent School District No. 200 located in the City of Hastings, W-4 P-1 and W-4 P-2; Dakota County, Minnesota.

COMBINED POLLING PLACE:

St. John's Lutheran Church  
202 8th Street West  
Hastings, MN 55033

This combined polling place serves all territory in Independent School District No. 200 located in the cities of Rosemount, P-2, Vermillion, Hampton, Miesville, and New Trier; and Marshan, Vermillion City, Ravenna, Douglas and Hampton Townships, all in Dakota County, Minnesota; the City of Afton, W-2 P-1, the City of Cottage Grove, P-3, P-5 and P-7, the City of Hastings, P-1 P-2 and Denmark Township, all in Washington County, Minnesota and Welch Township in Goodhue County, Minnesota.

Pursuant to Minnesota Statutes, Section 205A.09 (Voting Hours), the polling places will remain open for voting for school district elections not held on the same day as a statewide election between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m.

The clerk is directed to file a certified copy of this resolution with the county auditors of each of the counties in which the school district is located, in whole or in part, within the thirty (30) days after its adoption.

As required by Minnesota Statutes, Section 204B.16, Subdivision 1a, the clerk is hereby authorized and directed to give written notice of new polling place locations to each affected household with at least one registered voter in the school district whose school district polling place location has been changed. The notice must be a non forwardable notice mailed at least twenty five (25) days before the date of the first election in which it will apply. A notice that is returned as undeliverable must be forwarded immediately to the appropriate county auditor, who shall change the registrant's status to "challenged" in the statewide registration system.

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

The vote on adoption of the Resolution was as follows:

Aye:

Nay:

Absent:

Whereupon, said Resolution was declared duly adopted.

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

Carrie Tate  
Board Chair

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

Melissa Millner  
Board Clerk



# ISD 917 BOARD NOTES

APRIL 1, 2025 BOARD MEETING

The ISD 917 School Board met for a Work Session and Regular Meeting on April 1, 2025. 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

### INTEGRITY

- Reviewed Policies:
  - 101 - Legal Status of the School District
  - 101.1 - Name of the School District
  - 103 - Complaints - Students, Employees, Parents/Guardians, Other Persons
  - 110 - School District Boundaries
  - 413 - Harassment and Violence
  - 491 - Mandatory COVID-19 Vaccination or Testing and Face Covering
  - 501 - Weapons
- Reviewed Resolution Placing Continuing Contract Teacher and Assistant Principal on Unrequested Leave of Absence
- Reviewed Resolution to Terminate Probationary Teachers
- Reviewed Lead Teachers for 2025-2026
- Reviewed Lease, Facilities Use, and Cooperation Agreement with DCTC
- Reviewed Calendar for 2025-2026
- Reviewed Administrative Variance

### COMMUNICATION

- Visitors Opportunity to be Heard
- Student Services Report
- Updates from Member Districts





# ISD 917 BOARD NOTES

APRIL 1, 2025 BOARD MEETING

## REGULAR BOARD MEETING

### COMMUNICATION

- Approved Agenda
- Licensed & Non-Licensed Employees of the Spring Quarter
  - Licensed Employee of the Quarter - **Rira Bullecer**
  - Non-Licensed Employee of the Quarter - **Sharlene Nagle**
- Approved Consent items
  - 3/4/25 Minutes
  - Personnel Summaries:
    - New Hires:
      - Effective 3/3/25:
        - Nicole Broadwater, Education Support Professional
        - Cydney Mayes, Education Support Professional
      - Effective 3/17/25:
        - Jillian Sparaco, Education Support Professional
      - Effective 3/31/25:
        - Kelsey O'Brien, Education Support Professional
    - Re-Hires:
      - None
    - Change in Status:
      - Effective 2/24/25:
        - Andrea Duesing, Education Support Professional to Teacher
      - Effective 7/1/25:
        - Stephanie Betley, Assistant Principal to Special Education Assistant Director/Principal
        - AJ (Amanda) Boehmer, Assistant Principal to Special Education Assistant Director/Principal
        - Amy Dawson, Speech Language Pathologist, 1.0 FTE decrease to 0.6 FTE, for the 2025-2026 School Year only
        - Amanda Peters, Teacher, 1.0 FTE decrease to 0.8 FTE, for the 2025-2026 School Year only
        - Ann Strom, School Social Worker, 1.0 FTE decrease to 0.95 FTE for the 2025-2026 School Year only
        - Matthew Newquist, BCBA, 1.0 FTE decrease to 0.85 FTE for the 2025-2026 School Year only
        - Kim Martin FTE reduction, Teacher, 0.8 FTE decrease to 0.6 FTE for the 2025-2026 School Year only



# ISD 917 BOARD NOTES

APRIL 1, 2025 BOARD MEETING

## REGULAR BOARD MEETING

- Leaves of Absence:
  - None
- Resignations & Terminations:
  - Effective 2/26/25:
    - Mikayla Coops, Education Support Professional
    - Jai Lea Vang, Education Support Professional
  - Effective 3/7/25:
    - Diamonique Williams, Education Support Professional
- Retirements:
  - Effective 6/11/25:
    - Joni Erie, Education Support Professional
    - Judy Stoos, Education Support Professional
  - Effective 6/12/25:
    - Don Williams, Teacher

## STEWARDSHIP

- Approved bills
- Approved wire transfers
- Approved investment reports

## COLLABORATION

- Approved Resolution Terminating Probationary Teachers
- Approved Resolution Proposing to Place Continuing Contract Teacher and Assistant Principal on Unrequested Leave of Absence
- Approved Resolution to Terminate Probationary Teachers
- Approved Lead Teachers for 2025-2026
- Approved Lease, Facilities Use, and Cooperation Agreement with DCTC
- Approved Calendar for 2025-2026
- Approved Administrative Variance

## INTEGRITY

- Approved Policies:
  - 101 - Legal Status of the School District
  - 101.1 - Name of the School District
  - 103 - Complaints - Students, Employees, Parents/Guardians, Other Persons
  - 110 - School District Boundaries
  - 413 - Harassment and Violence
  - 491 - Mandatory COVID-19 Vaccination or Testing and Face Covering (\*Approved policy removal)
  - 501 - Weapons

## The Fiscal Implications of Inaction Related to the Teacher Retirement Association (TRA) Pension Fund

**Facts:**

- With minimal exception, the last of the Tier I, “Rule of 90” eligible retirees will retire in June 2025 - Based on an employment starting age of 22 years in 1989
- For all others (Tier II), eligibility for an unreduced pension will not occur for nine additional years - 65 years of age (June 2034)
- The cost to school districts to continue employment of their most expensive/senior teachers will increase exponentially over the next nine years
- An additional 5,706 teachers (~10% of the overall MN teaching workforce) likely will continued to be employed until SY 2034 - all at the highest cost (bottom of the salary schedule)
- Using modest salary increases, the total cost (over the 9 year period) amounts to \$2.8 BILLION (numbers in the chart below are in millions)

SY26	SY27	SY28	SY29	SY30	SY31	SY32	SY33	SY34	Total
\$71.4	\$137.9	\$187	\$246.5	\$314.5	\$376.8	\$435	\$488.3	\$538.5	\$2.8B

- These numbers DO NOT include the additional employer (district) cost of contributing a higher percentage to high wage earners via TRA. For example, a teacher MA + 0 additional credits and 22+ years of experience would cost a district an additional \$2,864 (estimated) annually versus a new teacher at the same level of education.
- The cost to reintroduce the “Rule of 90” over the same 9 year period, is estimated to be \$1.4B
- Inaction will not only dramatically increase costs to districts/state, significant cuts will be made to the teacher workforce, increasing class sizes across the state
- The teacher shortage will no longer be a concern as districts will not be able to afford to hire any new teachers due to the cost of the existing, higher wage earning teacher labor force
- It is strongly recommended that a compromise be considered that takes into account the rising costs that districts (i.e., the state) will soon face. 60 and 30 or 62 and 30 are examples of such a compromise. Both would reduce the pension exposure of a “Rule of 90” reintroduction AND reduce the cost to districts and the state.

\* The financials were calculated with a very high degree of certainty and based on solid analytics derived from publicly available data (TRA, MDEORG, MARSS, District data comparisons). Calculations and explanations of the data are available upon request.



## Association of Metropolitan School Districts

April 3, 2025

To: AMSD Board of Directors

From: Scott Croonquist, Executive Director

RE: Board of Directors Meeting  
7 – 9 a.m., April 11, 2025  
Quora Education Center  
70 County Road B2 W, Little Canada, MN  
Breakfast served at 7 AM and business meeting begins at 7:30 AM

### AGENDA

- I. Welcome and Introductions Oksnevad
- II. Routine Business Oksnevad
  - Approval of Minutes of March 7 Meeting
- III. Guest Speakers
  - Rep. Julie Greene
  - Rep. Danny Nadeau
    - *Update on the 2025 Legislative Session*
- IV. Guest Speaker Oksnevad
  - Supt. Dr. Jeff Ridlehoover, Rockford Area Schools
    - *Fiscal Implications Related to the MN Teachers Retirement Plan*
- V. Executive Director's Report Croonquist
- VI. Upcoming Meetings Oksnevad

Executive/Legislative Committee Meeting  
7:30 – 9 a.m., Friday, April 25, 2025  
2 Pine Tree Dr., Room 301  
Arden Hills

AMSD Board of Directors  
7 – 9 a.m., Friday, May 2, 2025  
Quora Education Center  
70 County Road B2 W., Little Canada



**The Fiscal Implications Related to the MN  
Teachers Retirement (TRA) Plan  
Dr. Jeff Ridlehoover - Rockford Area Schools**

# Current Parameters

- **A teacher hired on/before June 30, 1989 @ 22 years old will be 56 years old in 2025 - Rule of 90 eligible**
- **A teacher hired after June 30, 1989 @ 22 years old will also be 56 years old in 2025 - Not Rule of 90 eligible**
- **The last of the Tier 1 eligible teachers are eligible to retire in June 2025 (this year)\***
- **For all others (Tier 2), the natural retirement age (NRA) is 65 - 9 additional years for an unreduced retirement (SY2034)**

\* Some exceptions apply

# Disclaimers & Assumptions in the Calculations

- Based on TRA's 2022 data, 28% of the 2,266 SY2022 retirees retired under Rule of 90 (~634)
- Assuming all teachers stay employed to NRA, this is an additional 5,706 teachers at the bottom of the salary schedule in SY2034 (about 10% of all licensed teachers)
- Utilized the SY24-25 Contract (salary/steps/lanes) of the largest district in Minnesota - acknowledge some contracts are higher, some lower, and cells may vary by school district. In this contract, there is an additional step in the MA column (22 versus 21 for a BA)
- Number of teachers working in Minnesota (57,057)\*

# Disclaimers & Assumptions in the Calculations

- **Approximately 53.5% of all K-12 teachers have an earned MA (leaving 46.5% BA)\***
- **Based on the information above, ~306 Teachers/cell with a BA and ~268 teachers/cell with a MA (distributed equally across the BA and MA cells)**
- **Assumed no net increase or decrease to the 57,057 teachers from the previous slide**
- **Assumed all Tier 2 teachers remain employed until their normal retirement age of 65**

# Disclaimers & Assumptions in the Calculations

- Assumed all teachers move down one cell in years of service/year (with the exception of the bottom cell)
- Utilized a 2.5% annual salary increase for all salary cells
- The employer contribution to TRA was not used in the calculations\*
- Had the employer calculations been used, the cost to districts would be even higher over time\*
- Keep in mind, however, that the higher volume of wage earners employed, the higher revenue is generated to the TRA pension fund

\*Example: MA + 0 (middle cell) in year 1 is ~\$2,864 more in district/employer contributions annually - (i.e., the difference between MA + 0 teacher with one year experience versus an MA + 0 teacher with 22+ years



**Fiscal Cliff**  
Just Ahead

BA + 0 SY24-25	Statewide Cell Cost (306 Teachers in all cells + 612 Teachers in Bottom Cell -	BA + 0 SY25-26	BA + 0 SY26-27	BA + 0 SY27-28	BA + 0 SY28-29	BA + 0 SY29-30	BA + 0 SY30-31	BA + 0 SY31-32	BA + 0 SY32-33	BA + 0 SY33-34										
		Statewide Cell Cost (306 Teachers in all cells + 612 Teachers in Bottom Cell -	Statewide Cell Cost (306 Teachers in all cells + 918 Teachers in Bottom Cell -	Statewide Cell Cost (306 Teachers in all cells + 1224 Teachers in Bottom Cell -	Statewide Cell Cost (306 Teachers in all cells + 1530 Teachers in Bottom Cell -	Statewide Cell Cost (306 Teachers in all cells + 1836 Teachers in Bottom Cell -	Statewide Cell Cost (306 Teachers in all cells + 2142 Teachers in Bottom Cell -	Statewide Cell Cost (306 Teachers in all cells + 2448 Teachers in Bottom Cell -	Statewide Cell Cost (306 Teachers in all cells + 2754 Teachers in Bottom Cell -	Statewide Cell Cost (306 Teachers in all cells + 3060 Teachers in Bottom Cell -										
BA + 0 SY24-25	BA + 0 SY 25-26 (2.5% Raise)	BA + 0 SY 26-27 (2.5% Raise)	BA + 0 SY 27-28 (2.5% Raise)	BA + 0 SY 28-29 (2.5% Raise)	BA + 0 SY 29-30 (2.5% Raise)	BA + 0 SY 30-31 (2.5% Raise)	BA + 0 SY 31-32 (2.5% Raise)	BA + 0 SY 32-33 (2.5% Raise)	BA + 0 SY 33-34 (2.5% Raise)	BA + 0 Zero Teachers in First 9 Cells										
50029	15308874	51279.725	0	52561.71813	0	53875.76108	0	55222.65511	0	56603.22148	0	58018.30202	0	59468.75957	0	60955.47856	0	62479.36552	0	
50872	15566832	52143.8	15956002.8	53447.395	0	54783.57988	0	56153.16937	0	57556.99861	0	58995.92357	0	60470.82166	0	61982.5922	0	63532.15701	0	
52140	15954840	53443.5	16353711	54779.5875	16762553.78	56149.07719	0	57552.80412	0	58991.62422	0	60466.41483	0	61978.0752	0	63527.52708	0	65115.71525	0	
52140	15954840	53443.5	16353711	54779.5875	16762553.78	56149.07719	17181617.62	57552.80412	0	58991.62422	0	60466.41483	0	61978.0752	0	63527.52708	0	65115.71525	0	
53851	16478406	55197.275	16890366.15	56577.20688	17312625.3	57991.63705	17745440.94	59441.42797	18189076.96	60927.46367	0	62450.65026	0	64011.91652	0	65612.21443	0	67252.51979	0	
56704	17351424	58121.6	17785209.6	59574.64	18229839.84	61064.006	18685855.84	62590.60615	19152725.48	64155.3713	19631543.62	65759.25559	0	67403.23698	0	69088.3179	0	70815.52585	0	
60081	18384786	61583.025	18844405.65	63122.60063	19315515.79	64700.66564	19798403.69	66318.18228	20293363.78	67976.13684	20800697.87	69675.54026	21320715.32	71417.42877	0	73202.86449	0	75032.9361	0	
61957	18958842	63505.925	19432813.05	65093.57313	19918633.38	66720.91245	20416599.21	68388.93526	20927014.19	70098.65865	21450189.55	71851.12511	21986444.28	73647.40324	22536105.39	75488.58832	0	77375.80303	0	
63832	19532592	65427.8	20020906.8	67063.495	20521429.47	68740.08238	21034465.21	70458.58443	21560326.84	72220.04905	22099335.01	74025.55027	22651818.38	75876.18903	23218113.84	77773.09375	23798566.69	79717.4211	0	
65428	20020968	67063.7	20521492.2	68740.2925	21034529.51	70458.79981	21560392.74	72220.26981	22099402.56	74025.77655	22651887.63	75876.42097	23218184.82	77773.33149	23798639.44	79717.66478	24393605.42	81710.6084	25003445.56	
67352	20609712	69035.8	21124954.8	70761.695	21653078.67	72530.73738	22194405.64	74344.00581	22749265.78	76202.60595	23317997.42	78107.6711	23900947.36	80060.36288	24498471.04	82061.87195	25110932.82	84113.41875	25738706.14	
68346	20913876	70054.65	21436722.9	71806.01625	21972640.97	73601.16666	22521957	75441.19582	23085005.92	77327.22572	23662131.07	79260.40636	24253684.35	81241.91652	24860026.46	83272.96443	25481527.12	85354.78854	26118565.29	
69914	21393684	71661.85	21928526.1	73453.39625	22476739.25	75289.73116	23038657.73	77171.97444	23614624.18	79101.2738	24204989.78	81078.80564	24810114.53	83105.77578	25430367.39	85183.42018	26066126.57	87313.00568	26717779.74	
70955	21712230	72728.875	22255035.75	74547.09688	22811411.64	76410.7743	23381696.93	78321.04365	23966239.36	80279.06975	24565395.34	82286.04649	25179530.23	84343.19765	25809018.48	86451.77759	26454243.94	88613.07203	27115600.04	
71660	21927960	73451.5	22476159	75287.7875	23038062.98	77169.98219	23614014.55	79099.23174	24204364.91	81076.71254	24809474.04	83103.63035	25429710.89	85181.22111	26065453.66	87310.75164	26717090	89493.52043	27385017.25	
72013	22035978	73813.325	22586877.45	75658.65813	23151549.39	77550.12458	23730338.12	79488.87769	24323596.57	81476.09963	24931686.49	83513.00213	25554978.65	85600.82718	26193853.12	87740.84786	26848699.44	89934.36905	27519916.93	
73575	22513950	75414.375	23076798.75	77299.73438	23653718.72	79232.22773	24245061.69	81213.03343	24851188.23	83243.35926	25472467.93	85324.44325	26109279.63	87457.55433	26762011.62	89643.99318	27431061.91	91885.09301	28116838.46	
73575	22513950	75414.375	23076798.75	77299.73438	23653718.72	79232.22773	24245061.69	81213.03343	24851188.23	83243.35926	25472467.93	85324.44325	26109279.63	87457.55433	26762011.62	89643.99318	27431061.91	91885.09301	28116838.46	
74678	22851468	76544.95	23422754.7	78458.57375	24008323.57	80420.03809	24608531.66	82430.53905	25223744.95	84491.30252	25854338.57	86603.58509	26500697.04	88768.67471	27163214.46	90987.89158	27842294.82	93262.58887	28538352.19	
74678	22851468	76544.95	23422754.7	78458.57375	24008323.57	80420.03809	24608531.66	82430.53905	25223744.95	84491.30252	25854338.57	86603.58509	26500697.04	88768.67471	27163214.46	90987.89158	27842294.82	93262.58887	28538352.19	
74678	22851468	76544.95	46845509.4	78458.57375	72024970.7	80420.03809	98434126.63	82430.53905	126118724.7	84491.30252	155126031.4	86603.58509	185504879.3	88768.67471	217305715.7	90987.89158	250580653.4	93262.58887	285383521.9	
	415688148		433811510.6		452310219		471044888.5		490433597.6		509904972.3		529030961.4		547566216.7		565998158.9		584292934.2	
			Normal 2.5%		Normal 2.5%		Normal 2.5%		Normal 2.5%		Normal 2.5%		Normal 2.5%		Normal 2.5%		Normal 2.5%		Normal 2.5%	
			426080351.7		436732360.5		447850669.5		458841936.2		470312984.6		482070809.3		494122579.5		506475644		519137535.1	

	SY 26	SY 27	SY 28	SY 29	SY 30	SY 31	SY 32	SY 33	SY 34
BA 0	\$7.73	\$15.58	\$23.39	\$31.59	\$39.59	\$46.96	\$53.44	\$59.52	\$65.16
BA 15	\$8.09	\$16.26	\$24.84	\$33.27	\$42.11	\$50.76	\$58.77	\$65.85	\$72.47
BA 30	\$8.28	\$16.63	\$25.38	\$33.98	\$42.99	\$51.81	\$60.01	\$67.35	\$74.19
BA 45	\$8.45	\$16.93	\$25.83	\$34.52	\$43.64	\$52.53	\$60.89	\$68.41	\$75.37
MA 0	\$8.99	\$17.87	\$27.19	\$36.16	\$45.56	\$54.60	\$63.24	\$70.93	\$78.21
MA 15	\$9.53	\$18.90	\$28.74	\$38.21	\$48.14	\$57.61	\$66.56	\$74.74	\$82.49
MA 30	9.73	\$19.29	\$29.32	\$38.97	\$49.10	\$58.73	\$67.80	\$76.24	\$84.20
MA 45	10.36	\$20.58	\$31.31	\$41.53	\$52.26	\$62.47	\$72.14	\$81.24	\$89.76
MA 60	\$10.89	\$21.59	32.81	\$43.60	\$54.92	\$65.66	\$75.80	\$85.24	\$94.33
	\$82	\$163.6	\$248.8	\$331.9	\$418.3	\$501.1	\$578.6	\$649.6	\$716.2

Dollars are in Millions

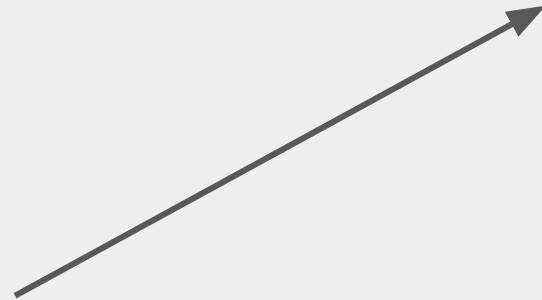
	SY 25-26	SY 26-27	SY 27-28	SY 28-29	SY 29-30	SY 30-31	SY 31-32	SY 32-33	SY 33-34
<b>BA 0</b>	\$1.77	\$3.56	\$5.35	\$7.23	\$9.06	\$10.74	\$12.23	\$13.62	\$14.90
<b>BA 15</b>	\$1.85	\$3.72	\$5.68	\$7.6	\$9.63	\$11.56	\$13.44	\$15.06	\$16.58
<b>BA 30</b>	\$1.89	\$3.80	\$5.81	\$7.77	\$9.83	\$11.85	\$13.73	\$15.41	\$16.97
<b>BA 45</b>	\$1.93	\$3.87	\$5.91	\$7.90	\$9.98	\$12.02	\$13.93	\$15.65	\$17.24
<b>MA 0</b>	\$2.35	\$4.67	\$7.10	\$9.44	\$11.90	\$14.26	\$16.52	\$18.53	\$20.43
<b>MA 15</b>	\$2.49	\$4.94	\$7.51	\$9.98	\$12.57	\$15.05	\$17.35	\$19.52	\$21.55
<b>MA 30</b>	\$2.54	\$5.04	\$7.66	\$10.20	\$12.82	\$15.34	\$17.70	\$19.91	\$21.99
<b>MA 45</b>	\$2.71	\$5.38	\$8.18	\$10.85	\$13.65	\$16.32	\$18.84	\$21.33	\$23.45
<b>MA 60</b>	\$2.84	\$5.64	\$8.57	\$11.39	\$14.35	\$17.15	\$119.80	\$22.29	\$24.64

**\$891,084,583**

Dollars in chart are in millions

SY26	SY27	SY28	SY29	SY30	SY31	SY32	SY33	SY34	Total
\$82	\$163.6	\$248.8	\$331.9	\$418.3	\$501.1	\$578.6	\$649.6	\$716.2	3.69B
-\$10.6	-\$25.7	-\$61.8	-\$82.4	-\$103.8	-\$124.3	-\$143.6	-\$161.3	-\$177.7	-\$891.1
\$71.4	\$137.9	\$187	\$246.5	\$314.5	\$376.8	\$435	\$488.3	\$538.5	<b>\$2.8B</b>

**Additional Cost to MN Schools if all teachers remain employed an additional nine years.**

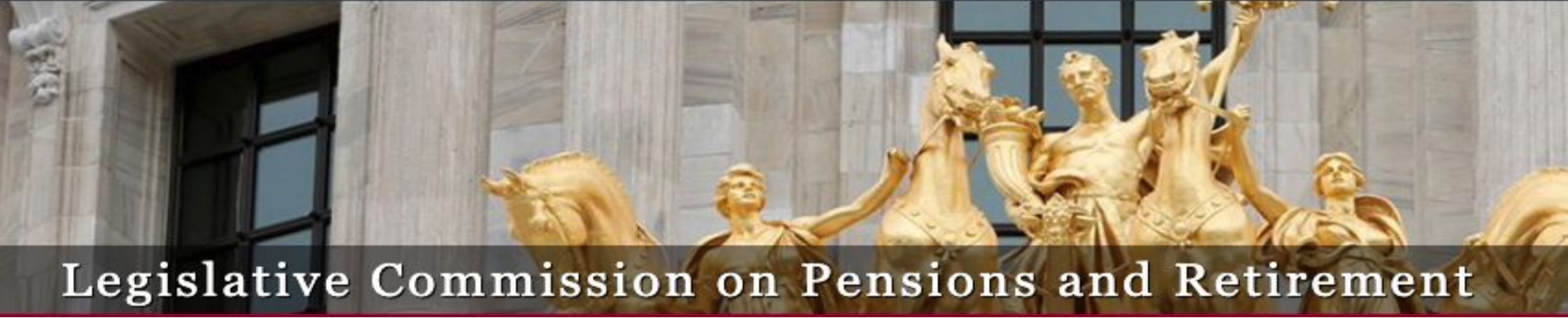


Dollars are in Millions

**LCPR**

**State Funding**





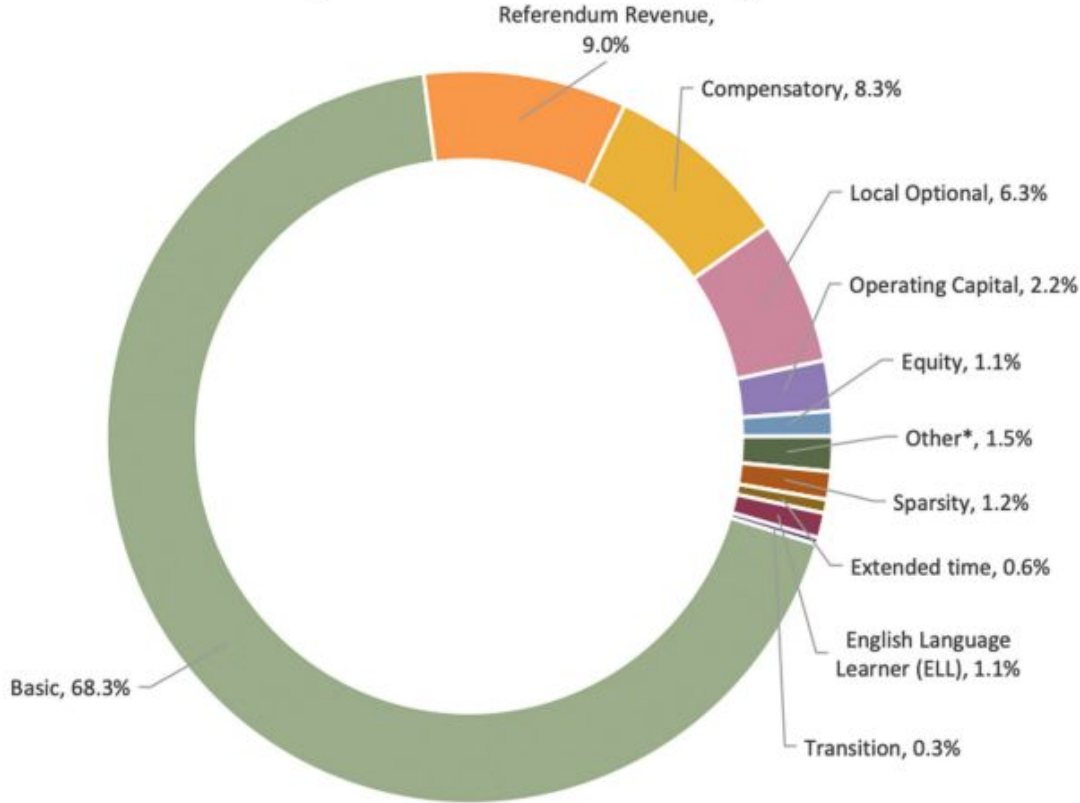
## Legislative Commission on Pensions and Retirement

**So, what is the cost to reinstate Rule of 90?**

**Using \$4,100/month or \$49,200/year the total cost is approximately...**

**Total Over 9 Years: \$1.41B**

# FY2024 General Education Program Components (2023-24 School Year)



\*Other includes Declining Enrollment, Small Schools, Gifted & Talented, PSEO, and various other Adjustments.

Source: Minnesota House of Representatives Fiscal Analysis Department, November 2023



Increased cost of salaries will fall on districts via their general fund allocation.

**LCPR**

**State Funding**



Regardless of action or inaction, a significant increase in funds is necessary to either the TRA fund, state allocations, or some combination

# Decision Time



**TRA \$1.41B**

**VS**

**Roll-Up Salaries \$2.8B**



**ROBBINSDALE**  
Area Schools

T H U R S D A Y

**MAY 1, 2025**  
5-8 p.m.

FAIR School Crystal  
3915 Adair Ave. N  
Crystal, MN 55422



**AMSD Association of Metropolitan School Districts**

## **COMMUNITY-ENGAGED LEADERSHIP**

### *A Community Conversation*

Facilitated by Dr. Darrius Stanley, University of Minnesota

Robbinsdale Area Schools, in partnership with the Association of Metropolitan School Districts, is hosting a community conversation on community-engaged leadership.

The event will be held 5-8 p.m. on Thursday, May 1, at the FAIR School Crystal, 3915 Adair Ave. N, Crystal, MN 55422, and is designed for superintendents, district and building leaders, and school board members. There is no charge to AMSD members for this event.\*

Please RSVP by Thursday, April 24 to AMSD Office Manager Kimberly Jansa at [kjansa@amsd.org](mailto:kjansa@amsd.org) if you plan to join us.



*Darrius A. Stanley Ph.D. is an assistant professor of educational leadership at the University of Minnesota Twin Cities.*

*Currently, his research foci include Black teachers, Black Education, culturally responsive, and community-engaged school leadership praxis. Darrius centers Black educational perspectives and philosophies in the preparation of aspiring school, district and university leaders.*

*His most recent book, #BlackEducatorsMatter: The Experiences of Black Teachers in an Anti-Black World, received the 2024 American Educational Studies Association Critics Choice Book Award.*

- [READ MORE: KAPPAN: Taking a Leap Toward Community-Engaged Leadership](#)
- [READ MORE: Harvard Educational Press: #BlackEducatorsMatter: The Experiences of Black Teachers in an Anti-Black World](#)

*\*Note: This event has been approved for 3 CEU hours.*



BRIDGE TO SUCCESS

# Hastings Public Schools

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1000 11<sup>TH</sup> STREET WEST  
HASTINGS, MN 55033-2597  
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## **Community Collaboration Committee Purpose Statement:**

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

## **Community Collaboration Series #1 Strategic Plan:**

April 8, 2025 6 pm

**Attendees:** Dr. Tammy Champa, LynDee Humble, Chair Carrie Tate, Vice Chair Jessica Dressely, Director Mark Zuzek, Director Melissa Millner (community collaboration committee chair), Director Matt Bruns (community collaboration committee member)

## **Summary**

Community members, staff and board members in attendance were asked to participate, give feedback and have discussions about our current Strategic Plan and how to improve it. Topics of discussion included Core Pillars, Strategic Anchors, Vision Statement, and the Core Value Statements. There was an exercise where you could put your dollars (represented by green stickers) in the Core Pillars on boards hung around the room that were most important to you for District growth. We broke into groups and had smaller group discussions about the topics and then reported some of the key points to the larger group. Everyone had sheets to write down thoughts and suggestions. Those sheets were gathered at the end of the evening to be compiled into documents that led Dr. Champa and her team to be able to bring a working draft to the April 9, 2025 Board Work Session for review. Thank you to everyone who showed up and participated in this important work!



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## **Community Collaboration Series #2 2025-2026 Budget Adjustments:**

April 15, 2025 6 pm

**Attendees:** Dr. Tammy Champa, LynDee Humble, Chair Carrie Tate, Vice Chair Jessica Dressely, Director Mark Zuzek, Director Melissa Millner (community collaboration committee chair), Director Matt Bruns (community collaboration committee member)

## **Summary**

Community members, staff and board members were provided a detailed presentation by Director of Finance and Operations Jen Seubert and Dr. Champa.

2025-2026 Budget Adjustments Document was discussed:

- A. Projected Overspend: \$2,400,000
- B. Planned fund balance use: \$900,000
- C. Adjustment Target: \$1,500,000

So far, Director Seubert and her team have found \$1,392,510, so very close to the target amount with a few TBD categories that are currently being discussed and worked through.

There was some great open discussion throughout the room. Suggestions were heard, questions were raised, explanations were shared and again, sheets were passed out for the public to write down their suggestions or ideas of cost-saving opportunities down the road. All feedback was welcomed as our goal is to provide the best possible student experience, and highly support our staff while being thoughtful and responsible stewards of our resources.

Thank you to everyone who showed up and participated in this important work!



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## Community Collaboration Series #3 2025-2026 Deep Dive into District's Strategic Anchors:

April 22, 2025 6 pm

**Attendees:** Dr. Tammy Champa, Chair Carrie Tate, Vice Chair Jessica Dressely, Director Mark Zuzek, Director Melissa Millner (community collaboration committee chair), Director Matt Bruns (community collaboration committee member)

## Summary

### A. Engaged Learners

- a. Andrew Hodges - Director of Teaching and Learning and Andy Larson - Curriculum Coordinator
  - i. Gave a very promising presentation of the READ act and how our school is a leader in the implementation of the new curriculum and evidence-based training in the Science of Reading. Our teachers and staff have been working incredibly hard and the accelerated growth of our students is a shining example of all of the work they have been doing!
  - ii. Gifted and Talented Programming
    1. Cognitive Abilities testing in 2nd and 4th grade
    2. Students ranking in the 96th percentile
    3. Cluster classrooms for 3rd and 4th grade - more in-depth literature circles, math challenge opportunities, critical thinking problem solving activities.
  - iii. Pathways programming at the High School has also taken shape and is currently in Phase I. Our curriculum is now organized into 4 main career clusters, giving students the chance to focus on fields that align with their interests:
    1. Arts, Communication, & Information
    2. Innovative Industries & Technologies
    3. Health & Human Services
    4. Business, Management & Administration

Includes more hands-on learning opportunities, gaining both theoretical and practical skills relevant to their future career goals. Students are not limited to a singular Pathway, but can explore all areas of interest.

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## **B. Effective Operations**

- a. Brent Anderson - Supervisor of Buildings and Grounds
  - i. Safety and Security
    1. #1 Priority from annual survey from parents who responded
    2. I LOVE U GUYS
    3. Alertus Panic Buttons
    4. Expansion of Security Cameras
    5. Change in cell phone policy has led to better behavior
    6. Communication updates - 1 system being used for communication and can be sent almost instantly
    7. Additional resource officer for 25-26 school year
    8. MS hall monitoring system
    9. Safe Routes to School
    10. Cyber Security
  - ii. Facilities
    1. High level projects beginning July 1, 2025
      - a. HS parking lots, Kennedy and MS wall tile refresh with paint, Kennedy and Pinecrest Rooftop unit, Kennedy and Pinecrest systems automation update, Panic Button Upgrades, HS window replacement, HS elevator modernization

## **C. Communication and Collaboration**

- a. Dr. Tammy Champa - Superintendent
  - i. Overview of School Perceptions Survey given in October 2024 and the critical information this survey gave the district and what changes were made due to the feedback. Incredible intentionality goes into the use of this feedback and we welcome ideas on how to increase participation rates in future years to continually improve our district.
    1. Parents - 658 responded (16% participation rate)
    2. Staff - 324 responded (56% participation rate)
    3. Students - 2147 responded (76% participation rate)
  - ii. Priorities based on the survey
    1. School safety and security: 55%
    2. Student behavior & discipline: 50%
    3. Recruit & retain high quality staff: 47%
    4. Mental health services & career and technical education tied: 41%
    5. College credit opportunities: 32%
    6. Community business partnerships for students: 17%
  - iii. Examples of results presented (compared to 2023 survey results)
    1. Our school's discipline practices and policies are effective improved 47.7%
    2. Our staff handles student discipline in a consistent manner improved 31.42% over
    3. District administration is doing what it takes to make our district successful improved 21.27%
    4. The social and emotional needs of all students are being met improved 18.21%
    5. The District is heading in the right direction improved 18.13%



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

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

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

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

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

Friday, April 4, 2025 @ 7:30 a.m. at the Tilden Community Center

### **Attendees:**

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

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

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

1. At the time of the meeting, the documents for review were presently being reviewed by the City's legal representatives. As the City receives the documents they will forward them to the District. The District will review the documents and forward them to their legal representative.
2. The joint maintenance facility is no longer leased to the District, but is now co-owned by the City and the District. The document will now reflect this new reality and be a joint ownership agreement.
3. Both parties have agreed that there is a common expectation for informing the other partner of significant projects or facility improvements. This advanced timeline is critical for each partner's financial planning.
4. Both the District and the City explained their current financial situations. Both entities are facing challenging circumstances.
5. Dan Wietecha commented that the City is considering getting out of partnership agreements with the District. One specific partnership of significance is the partnership agreement involving the Senior Citizens Center.
6. The parties agreed that the collaborative City/School District joint meeting on April 21st would be used to discuss the challenges and opportunities that partnerships present. The organization of the agenda is as follows:
  - Review of Joint Powers History and Agreements
    - a. Historical Background - Dan Wietecha
    - b. Addendums A&B Kari Gorr
    - c. Addendums C&D Chris Jenkins
  - Financial situations of both the City and the School District
    - d. School District, Board Chair, Carrie Tate

- 
- e. City, Mayor, Mary Fasbender
  - Informal and Formal Partnerships
    - f. Dan Wietecha and Tammy Champa
  - Partnership Discussion and Facilitated Conversation
    - g. Carrie Tate and DawnMarie Vihrachoff
  - Tilden Community Center
    - h. Kari Gorr and Tammy Champa
  - Ice Arena
    - i. Chris Jenkins and Dan Wietecha
  - Closing comments, next steps

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

Monday, April 21st, 2025, 5:30 pm @ City Hall

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



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

Thursday, April 17, 2025 @ 11:00 a.m. at the District Office Conference Room A.

### **Attendees:**

Mark Zuzek, Carrie Tate, Melissa Millner, Jen Seubert, Tammy Champa, Scott Stockdale, LynDee Humble, and Brent Anderson

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

1. Director Stockdale gave a brief operation overview.
2. The bulk of the meeting was focused on a review of the first year (25-26) the 10 -year Long Term Facilities Maintenance Plan. Key points from the presentation are as follows
  - The purpose of the presentation was to be a sounding board and offer direction on the presentation to the full school board and the community.
  - Projects are selected based on urgency, preventative maintenance, building equity, health and safety, etc. The board representatives also suggested highlighting projects that are highly visible, on-going problems, survey priorities, or exceed a dollar amount of \$40,000. It was also recommended that the board see the entire year one LTFM project list.
  - In addition to the year one project list, it was recommended that major projects, such as roof decks, Tod Field turf, bleacher repairs, M.S. tennis courts, etc. that are in other years of the LTFM plan be briefly reviewed for the board.
  - The school board members were impressed with Director Stockdale's planfulness attention to detail.
3. Director Stockdale provided information regarding monitoring and asset management software and contractual vendors that the District is considering utilizing.

- 
4. Staffing was mentioned as a concern. Particularly with the new landscaping and the significant expansion to the turf irrigation systems, there is a considerable increase to the staff time needed for maintenance.

**ISD 200 Facilities Meetings:**

The committee will meet at least once per year to review the 10-year LTFM plan. Additional meetings will be called as needed.



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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## Native American Parent Advisory Council: Summary of April 3, 2025

- I. Call to Order
- II. Attendance
- III. Old Business
  - A. MIEA Recap
  - B. Superintendent Search
  - C. School Board Policy 100 Removal (Diversity & Equity)
  - D. Event Subcommittee
- IV. New Business
  - A. District Updates
    1. Matt - School Board
      - a) \$1.5 million dollar budget deficit
      - b) Interviews for the vacant board seat took place this week.
      - c) Appointment will take place April 9 at 6 PM in a special session - prior to the work session next Wednesday.
      - d) Superintendent Search
        - (1) Position posts on Monday
        - (2) Hope to offer contract by the end of May
      - e) Community Collaboration Series
        - (1) All events at 6 PM in the Hastings High School Lecture Hall
        - (2) April 8, 2025: Strategic Plan
        - (3) April 15, 2025: Budget Adjustments
        - (4) April 22, 2025: Strategic Anchors Deep Dive
    2. Dr. Champa and/or Principals
      - a) Principals are analyzing where work tied to Policy 100 exists in the Strategic Plan
      - b) High praise for the work of Alyssa Cherry
        - (1) Empowering students
        - (2) Providing authentic lens and relationships for students
      - c) Administrators want to enhance collaboration
        - (1) Field trips for students and/or staff
        - (2) Support in first steps in independently designing programming around Indigenous Education for All.

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3. Director Hodges: Teaching and Learning: Budget Update

- a) Annually expenses are tracking at \$76,089.55
- b) Over budget by \$1,089.55
  - (1) Winter Community Social exceeded budget by \$658.54
  - (2) MIEA Conference was over budget due to hotel costs (\$1,800) and higher-than-expected registration fees, resulting in a \$3,458.89 overage.
  - (3) Flag Ceremony was not originally budgeted and came in at \$3,681.31
  - (4) Work is being done on the back side to explore possible reallocations of costs.

4. Alyssa: See additional attachment

5. **Possible School Board Policies):**

- a) **At what age can a student self-identify as Native American**
- b) **Can there be a default answer on registration forms 'Unidentified' when race/ethnicity have not been indicated by the student or family?**

B. NAPAC Updates

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

V. Future Events

- A. May Meeting: May 1, 2025 (Starting @ 6 PM at Pleasant Hill Library)
- B. May 6: Native Graduate Honoring Ceremony at HHS
- C. June 1: Deadline for future American Indian Education Aid
- D. June 6: High School Graduation
- E. June Meeting: TBD
- F. August 12, 2025: Career Fair at Prairie Island Community Center

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# NAPAC Meeting: Native Liaison Updates

Thursday, April 3rd 2025

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## Program Updates:

### Events/Field Trips/Group Activities:

#### 1. Field Trip(s):

- a. Sadly, both of our recent MS and HS field trips were cancelled due to personal illness. We are working on rescheduling the MS field trip to Camp Ihduhapi to do archery in small groups.
- b. Adjustment going forward:
  - i. Small group, targeted trips at the MS/HS level (outside of Native College Fair (HS) and one large MS trip a year)
    1. Doing small group trips will help bring down the cost of trips immensely over time, since bussing is often the largest cost to our field trips.
    2. For example, we may be taking a group of 5-7 middle school boys to a youth singing and drum workshop with other boys their age at the American Indian Family Center.
    3. Another example would be small group college tours, trade school tours, language events, etc. Depends on student individual needs, but each student would have the opportunity to participate.

#### 2. Native Peer Groups:

##### a. High School:

- i. We made smudge spray with sweetgrass and white sage!
  - ii. Working on scheduling a drum making workshop in late april/early may.
  - iii. Shoutouts:
    1. Taylon Little Soldier received MIEA Student Athlete of the Year!
    2. Delaney Smith, one of our Ho-Chunk juniors, graduated from an Indigenous Cultural Internship program with the Minnesota History center last week!
-

**b. Middle School:**

- i. We made smudge spray with sweetgrass and white sage!
- ii. We will be working on our medicine wheel mural this month, as well as planning out some art work to put up at Tilden!
- iii. We will also be playing "Powwow Highway" in small groups, a new Dakota lapi/language learning game I got for us at MIEA. I played it at the Dakota and Ojibwe Language Symposium and it is super fun- imagine Native chutes and ladders; rez dogs, ceremony, powwows and Dakota language included!
- iv. We have 2 (maybe more!) teams, one 5th grade and one 6th grade, of students who would like to participate in the Dakota lapi SMSC Language Bowl coming up on April 25th! I will be taking them myself in a van to avoid bussing costs, but they are working really hard to learn introductory Dakota lapi with me!

**c. Elementary Schools:**

- i. In April, we will be making Ojibwe and Dakota constellation artwork to display at Tilden Community Center in the month of May!

**Individual Student Engagement:**

1. Current schedule to maximize engagement with each student and school- current plan is to meet with students once every two weeks/month depending on their need, unless need arises for them to come see me directly:
  - a. Mondays: District Office (administrative, planning, meetings, etc.)
  - b. Tuesdays: High School- \*Over the next month before our graduation ceremony, I will specifically be working with our seniors on Tuesdays to go over after high school transition plans, bead caps and help them make regalia for the honor ceremony.\*
  - c. Wednesdays: High School in morning, middle school in afternoon
  - d. Thursdays: Middle School
  - e. Fridays: Elementary schools (rotating, at least 1 Friday per month per school)

**What else I have been up to:**

1. **MIEA-** I learned so much at MIEA and made so many connections with other Indian Ed staff from across the state! I specifically learned a lot of social/emotional learning activities and methods using 7 Grandfathers Teachings, as well as working with older students to do grade transition/college preparation using a 7 Grandfathers Teachings model.

- a. I participated in a Blanket Healing Ceremony run by NIEA, and it was genuinely truly healing for me and everyone in that room. I have reached out to NIEA about hosting it here at Hastings for staff and NAPAC members, maybe in the fall. Heavy topics, but so important.
2. **Graduation Honors Ceremony Planning:** NAPAC guidance requested on honorarium amounts for drummers, suggestions for speakers, etc.
3. **Planning ahead:** NAPAC Event Committee guidance requested on scheduling dates to put on the school event calendar ahead of time.



## Student School Board Committee



The school board believes that the views, insights, and suggestions of student representatives on the school board can be an advantage to the school board in its decision-making role. The Student School Board Committee will focus on identifying, interviewing, and recommending students to serve on the school board.

### Agenda, April 9, 2025

#### 1. Applications submitted

- 8 applications submitted
  - Grade 10 = 5 applicants
  - Grade 11 = 3 applicants
- **Committee discussion:**
  - Applicant pool was once again strong and the student responses coupled with letters of recommendation illustrated this fact.
- **Committee recommendations:**
  - Applications moved on to interview: Applications 1-5 will move onto interviews.
  - A date will be set for interviews in consultation with Administration at Hastings High School.
  - Will try to schedule interviews for a Tuesday, Thursday, or Friday.

#### 2. Interview Process

- **Committee discussion:**
  - [Interview Guide](#)
  - Interviews will take place on April 29, 2025 (8 - 11:30 AM)
  - Backup date of May 1, 2025 (12:30 - 2 PM)
  - Interviewers
    1. Matt Bruns
    2. Melissa Millner
    3. Scott Doran, HHS Principal

#### 3. Future Work

- **SSBC Meeting**
  - Will meet at 5:40 PM on May 14, 2025 to review interview guides and scores.
  - Selected applicants will be contacted following the meeting.
  - These students will be announced at the Regular Board Meeting on May 21, 2025.



## Policy Committee Mission

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

**In Attendance 04.04.2025 or 04.17.2025:** Paul Baker, Superintendent Champa, Alyssa Cherry, Jessica Dressely, Scott Doran, Matt Esterby, Kari Gorr, Andrew Hodges, LynDee Humble, Kyle Latch, Kim Sill, Carrie Tate, Ryan Wynn, and Mark Zuzek

## Next Policy Committee Meetings

May 2, 2025 at 12:00pm

## April 4 & April 17, 2025 Policy Committee Summary

[Review Cycle Tracker](#)

### 1st Readings

#### **422 Policies Incorporated by Reference**

- Committee Discussion: New ISD 200 policy. It is an MSBA Model policy.
- Certain policies apply to both employees and students. This documents that the policies are incorporated by reference. These are references to policies that we have already adopted.
  - Committee Recommendation: ***1st Reading***

#### **522 Sex Nondiscrimination Policy, Title IX Grievance Procedure and Process**

- Committee Discussion: The revisions in this policy reflect alignment to MSBA Model policy. One notable revision is the addition of an Alternate Title IX Coordinator.
  - Committee Recommendation: ***1st Reading***

#### **523 Policies Incorporated by Reference**

- Committee Discussion: New ISD 200 policy. It is an MSBA Model policy.
- Certain policies apply to both employees and students. This documents that the policies are incorporated by reference. These are references to policies that we have already adopted.
  - Committee Recommendation: ***1st Reading***

#### **607 Organization of Grade Levels**

- Committee Discussion: Section II(A): Replaced “*recognized*” with “*defined*”/ Section III(B): Added: “*/Preschool*”
  - Committee Recommendation: ***1st Reading***

#### **609 Religion and Cultural Observances**

- Committee discussion: Section III(B): added language “*In the event there are any approved religious materials, directives and guidelines shall be attached as an addendum to this policy.*”/ Updated review date
  - Committee Recommendation: ***1st Reading***

#### **611 Home Schooling**

- Committee discussion: Revisions align to MSBA model policy.
  - Committee Recommendation: ***1st Reading***

### Action Item

#### **902.1PR Community Use of Facilities**

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- Committee Discussion: Updates the current fee schedule and increases the rental rates for community use of district facilities. Facility rental rates have not been updated in the past 10 years. Kari Gorr and Kim Sill conducted a comprehensive comparison with surrounding districts and found that ISD 200 is uncharging outside organizations for use of the district facilities
- For example, a three-day dance competition hosted by an out-of-state organization at Hastings High School was invoiced \$5,143.43 under the current rates. In comparison, hosting the same event in similarly sized spaces at Shakopee High School would result in an invoice of \$33,246.30.
- School organizations, district or school-operated groups & organizations will continue to use district spaces at no cost./ Nonprofit youth organizations located within ISD 200 district boundaries will see a slight increase in rental rates (example: band/orch/choir space current rate= \$10/ new rate=\$15)
- Rate increase for having janitors or cooks on location, this ensures that the district is charging at least the amount that we are paying these staff members to be present.
- Established that these rates would be reviewed annually and a full review will be conducted once every 3 years in alignment with Policy 902.
  - Committee Recommendation: *Action Item*

## **2nd Reading**

### **413 Harassment and Violence**

- Committee Discussion: Removed Section IV: this language already exists in Policy 522.
- Section VI: Added (B) & (C) sorry that I missed this during the initial review of this policy.
  - Committee Recommendation: *2nd Reading*

## **3rd Readings**

No changes

## **Consent Agenda**

### **206.1FRM Public Participation at School Board Meetings- Procedure & Request Form**

- The revisions that we discussed during the work session have been made.
- Paragraph two: Updated language sign up timeline *“This form, along with any documents you plan to provide to the board, may be submitted the day after the last regular board meeting and must be received no later than 8:00 a.m. on the day before the meeting at which you intend to speak.”*
- #3: Updated order of speakers *“Speakers will be called in the order their requests are received. Each individual is allotted up to three minutes to speak;”*
  - Committee Recommendation: *Consent Agenda*

### **406.1FRM Consent to Release Data Form**

- Committee Discussion: Added contact information for the Director of Human Resources
- Committee Recommendation: *Consent Agenda*

### **522.1 Title IX Notification**

- Committee Discussion: Language revisions throughout and the addition of an Alternate Title IX Coordinator
  - Committee Recommendation: *Consent Agenda*

## **Upcoming/ In Progress**

The committee continues to work through the 600 series of policies (Education Programs) with the Director of Teaching & Learning, and these will come to the board over the next couple of months. As a reminder, the legislative session ends in May and we anticipate that any legislative revisions will come from MSBA in late June. I will work on these as quickly as possible for committee review with the goal of bringing them to the board in July.

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## **April 23, 2025 Board Meeting**

### **1st Readings:**

422 Policies Incorporated by Reference  
522 Sex Nondiscrimination Policy, Title IX Grievance Procedure and Process  
523 Policies Incorporated by Reference  
607 Organization of Grade Levels  
609 Religion and Cultural Observances  
611 Home Schooling

### **2nd Readings:**

101.1 Name of the School District  
101.2 Official & Approved Logos, Mascot, & Song  
413 Harassment and Violence  
704 Development and Maintenance of an Inventory of Fixed Assets and a Fixed Asset Accounting System  
902 Use of School District Facilities and Equipment

### **Consent Agenda:**

- Consent Agenda
  - 206.1FRM Public Participation at School Board Meetings- Procedure & Request Form
  - 406.1FRM Consent to Release Data Form
  - 522.1 Title IX Notification
  
- 3rd Reading/ Consent Agenda
  - 101 Legal Status of the School District
  - 102 Equal Educational Opportunity
  - 103 Complaints Students, Employees, Parents, Other Persons
  - 406 Public and Private Personnel Data
  - 410 Family and Medical Leave
  - 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse
  - 415 Mandated Reporting of Maltreatment of Vulnerable Adults
  - 515 Protection and Privacy of Pupil Records
  - 714 Fund Balance
  - 722 Public Data Request
  - 806 Crisis Management Policy
  - 904 Distribution of Materials on School District Property by Nonschool Persons

### **Action Item**

902.1PR Community Use of Facilities



## **422 POLICIES INCORPORATED BY REFERENCE**

### **I. PURPOSE**

Certain policies as contained in this policy reference manual are applicable to employees as well as to students. To avoid undue duplication, the school district provides this notice that the following policies also apply to employees:

- A. ISD 200 Policy 505 Temporary Distribution of Non-School Sponsored Materials on School Premises by Students and Employees
- B. ISD 200 Policy 507 Corporal Punishment and Prone Restraint
- C. ISD 200 Policy 511 Student Fundraising
- D. ISD 200 Policy 518 DNR-DNI Orders
- E. ISD 200 Policy 519 Interviews of Students by Outside Agencies
- F. ISD 200 Policy 522 Sex Nondiscrimination Policy, Title IX Grievance Procedure & Process
- G. ISD 200 Policy 524 Internet and Technology Acceptable Use and Safety Policy
- H. ISD 200 Policy 535 Service Animals in Schools

### **II. NOTICE**

Employees are charged with notice that the above cited policies are also applicable to employees; in addition employees are also on notice that the provisions of other policies speak for themselves and may be applicable although not specifically listed above.

***Legal References:*** *None*

***Cross References:*** *None*

***Policy Reviewed:*** *04.04.2025*

***Policy Adopted:***

***Policy Revised:***



## **522 SEX NONDISCRIMINATION POLICY, TITLE IX GRIEVANCE PROCEDURE AND PROCESS**

### **I. GENERAL STATEMENT OF POLICY**

- A. 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.
- B. 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.
- C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and 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.
- D. 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. The school district's Title IX Coordinator(s) is/are:

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

Alternate Title IX Coordinator:  
Andrew Hodges  
Director of Teaching & Learning  
Hastings Public Schools 1000 West 11th Street  
Hastings, MN 55033  
(651) 480-7011  
[ahodges@isd200.org](mailto:ahodges@isd200.org)

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 applies to alleged violations of this policy occurring on or after August 14, 2020.

~~The school district prohibits discrimination on the basis of sex in all forms, including sexual harassment.¶~~

- ~~F. 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.¶~~

#### ~~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~~

#### ~~GENERAL POLICY PROHIBITING SEXUAL HARASSMENT¶~~

- ~~G. 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.¶~~

~~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.~~¶¶

~~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.~~

## II. 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. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. 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, 20 United States Code section 1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 United States Code section 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 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 ~~cannot 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.

~~“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.~~

5. 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 ~~facilitator of informal resolution processes~~ ~~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 ~~facilitator of informal resolution processes~~. ~~Informal resolution facilitator~~.

### **III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS**

#### **A. Equitable Treatment**

1. The school district shall 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 that do not constitute supportive measures until it has completed

this grievance process and the respondent has been found responsible.

3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.

**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**

The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 United States Code section 1232g, FERPA regulations, 34 Code of Federal Regulations part 99, Minnesota law under Minnesota Statutes section 13.32, or as required by law, or to carry out the purposes of 34 Code of Federal Regulations part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

**E. Right to an Advisor; Right to a Support Person**

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 in any other manner during any phase of the grievance process.

A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person 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 in any other manner during any phase of the grievance process.

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, participants, and purpose of the meeting or interview, and will be provided 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 thirty (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 (5) 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 thirty (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 work locations, leaves of absence, monitoring of certain areas of the 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 recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing

regulations.

#### **IV. 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.

#### **V. 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 over 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
  6. A copy of this policy.

## **VI. 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) The school district determines if the student-respondent poses such a threat, it will so 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 MSBA Model 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 applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

**VII. 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. 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.

**VIII. 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.
- 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.

## **IX. 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 (10) 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 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 (10) days prior to a determination of responsibility.

#### **X. 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.
- 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, 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 recipient'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.

## **XI. 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.

## **XII. 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 or sex discrimination.
- 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.

## **XIII. TRAINING**

- A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:

1. The Title IX definition of sexual harassment;
  2. The scope of the school district's education program or activity;
  3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;
  4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
  5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and
  6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.
- B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.
- C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

#### **XIV. 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.
- C. 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.

## **XV. 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.

#### ~~APPLICATION OF LAWS OTHER THAN TITLE IX~~

~~C. 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.~~

#### ~~D. 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.¶~~

## ~~XVI. 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)*  
*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:** *ISD 200 Policy 102 (Equal Educational Opportunity)*  
*ISD 200 Policy 413 (Harassment and Violence)*  
*ISD 200 Policy 506 (Student Discipline)*  
*ISD 200 Policy 528 (Student Parental, Family ,and Marital Status Nondiscrimination)*

*Policy Reviewed:* ~~04.04.2025~~ ~~08.11.2022~~  
*Policy Adopted:* 09.22.2021  
*Policy Revised:* 09.28.2022

¶



~~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.¶¶~~

#### ~~H. 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)~~

~~¶~~

~~¶~~

~~Policy Reviewed: 09.22.2021~~

~~Policy Adopted: 09.22.2021~~

~~Policy Revised: 09.22.2021~~

~~¶~~



## **523 POLICIES INCORPORATED BY REFERENCE**

### **I. PURPOSE**

Certain policies as contained in this policy reference manual are applicable to students as well as to employees. To avoid undue duplication, the school district provides notice that the following policies apply to district employees as well as district students:

- A. ISD 200 Policy 413 Harassment and Violence
- B. ISD 200 Policy 417 Chemical Use and Abuse
- C. ISD 200 Policy 418 Drug-Free Workplace/Drug-Free School
- D. ISD 200 Policy 419 Tobacco Free Environment

### **II. NOTICE**

Students are charged with notice that the above cited policies are also applicable to students; in addition students are also on notice that the provisions of other policies speak for themselves and may be applicable although not specifically listed above.

***Legal References:*** *None*

***Cross References:*** *None*

***Policy Reviewed:*** *04.04.2025*

***Policy Adopted:***

***Policy Revised:***



## 607 ORGANIZATION OF GRADE LEVELS

### I. PURPOSE

The purpose of this policy is to address the grade level organization of schools within the school district.

### II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to address the groupings of grade levels as **defined recognized** in Minnesota Statute 120A.05, as follows:

Preschool: Any programming offered for students prior to  
**K**kindergarten

Elementary: Kindergarten through grade 4

Middle: Grades 5-8

High School: Grades 9-12

Transitional: Programming based on Individual Education  
Plan for students ages 18-21

B. The superintendent may seek school board approval to administer certain programs on a nongraded basis or a design different from that indicated. Program proposals that seek school board approval must meet all state requirements and reflect the rationale for the modification.

C. The school district may request documentation that verifies a student falls within the school's minimum and maximum age requirements for admission to publicly funded prekindergarten, preschool, kindergarten, or grades 1 through 12. Documentation may include a passport, a hospital birth record or physician's certificate, a baptismal or religious certificate, an adoption record, health records, immunization records, immigration records, previously verified school records, early childhood screening records, Minnesota Immunization Information Connection records, or an affidavit from a parent.

### III. DEFINITIONS

A. "Kindergarten" means a program designed for students five years of age on September 1 of the calendar year in which the school year commences that prepares students to enter first grade the following school year.

B. "Prekindergarten/**Preschool**" means a program designed for students younger than five

years of age on September 1 of the calendar year in which the school year commences that prepares students to enter kindergarten the following school year.

**Legal References:** *Minn. Stat. § 120A.05, Subds. 9, 10a, 11, 13, 17 (Definitions)*  
*Minn. Stat. § 120A.20, Subd. 4 (Admission to Public School)*  
*Minn. Stat. § 123B.02, Subd. 2 (General Powers of Independent School Districts)*

**Cross References:** *None*

*Policy Reviewed: 04.17.2025*

*Policy Adopted: 07.31.2024*

*Policy Revised: 07.01.2024*



## 609 RELIGION AND RELIGIOUS AND CULTURAL OBSERVANCES

### I. PURPOSE

The purpose of this policy is to identify the status of religion as it pertains to the programs of the school district.

### II. GENERAL STATEMENT OF POLICY

- A. The school district shall neither promote nor disparage any religious belief or nonbelief. Instead, the school district encourages all students and employees to ~~have appreciation for~~ ~~and be tolerantance~~ of each other's views.
- B. The school district also recognizes that religion has had and is having a significant role in the social, cultural, political, and historical development of civilization.
- C. The school district recognizes that one of its educational objectives is to increase its students' knowledge and appreciation of music, art, drama, and literature which may have had a religious basis or origin as well as a secular importance.
- D. The school district supports the inclusion of religious music, art, drama, and literature in the curriculum and in school activities provided it is intrinsic to the learning experience and is presented in an objective manner without sectarian indoctrination.
- E. The historical and contemporary values and the origin of various religions, holidays, customs, and beliefs may be explained in an unbiased and nonsectarian manner.

### III. RESPONSIBILITY

- A. The superintendent shall be responsible for ensuring that the study of religious materials, customs, beliefs, and holidays in the school district is in keeping with the following guidelines:
  - 1. The proposed activity must have a secular purpose.
  - 2. The primary objective of the activity must be one that neither advances nor inhibits religion.
  - 3. The activity must not foster excessive governmental relationships with religion.
  - 4. Notwithstanding the foregoing guidelines, reasonable efforts must be made to accommodate any student who wishes to be excused from a curricular activity for a religious observance or American Indian cultural practice, observance, or ceremony.

The school district must provide annual notice to parents of this policy.

- B. The superintendent is granted authority to develop and present for school board review and approval directives and guidelines for the purpose of providing further guidance relative to the teaching of materials related to religion. **In the event there are any approved religious materials**, directives and guidelines shall be attached as an addendum to this policy.

**Legal References:** *U. S. Const., amend. I*  
*Minn. Stat. § 120A.22, Subd. 12 (Compulsory Instruction)*  
*Minn. Stat. § 120A.35 (Absence From School for Religious and Cultural Observance)*  
*Minn. Stat. § 121A.10 (Moment of Silence)*  
*Good News Club v. Milford Central School, 533 U.S. 98, (2001)*  
*Santa Fe Indep. Sch. Dist. v. Doe, 530 U.S. 290 (2000)*  
*Tangipahoa Parish Bd. of Educ. v. Freiler, 530 U.S. (2000)*  
*Lemon v. Kurtzman, 403 U.S. 602 (1971)*  
*Child Evangelism Fellowship v. Minneapolis Special Sch. Dist. No. 1, 690 F.3d 996 (8<sup>th</sup> Cir. 2012)*  
*Wigg v. Sioux Falls Sch. Dist., 382 F.3d 807 (8<sup>th</sup> Cir. 2004)*  
*Doe v. School Dist. of City of Norfolk, 340 F.3d 605 (8<sup>th</sup> Cir. 2003)*  
*Stark v. Independent Sch. Dist. No. 640, 123 F.3d 1068 (8<sup>th</sup> Cir. 1997)*  
*Florey v. Sioux Falls Sch. Dist. 49-5, 619 F.2d 1311 (8<sup>th</sup> Cir. 1980)*  
*Roark v. South Iron R-1 Sch. Dist., 573 F.3d 556 (8<sup>th</sup> Cir. 2009)*  
*Child Evangelism Fellowship v. Elk River Area Sch. Dist. No. 728, 599 F.Supp.2d 1136 (D. Minn. 2009)*  
*LeVake v. Independent Sch. Dist. No. 656, 625 N.W.2d 502 (Minn. App. 2001)*  
*Minn. Op. Atty. Gen. 169-J (Feb. 14, 1968)*  
*Minn. Op. Atty. Gen. 169-K (Oct. 21, 1949)*  
*Minn. Op. Atty. Gen. 63 (1940)*  
*Minn. Op. Atty. Gen. 120 (1924)*  
*Minn. Op. Atty. Gen. 121 (1924)*

**Cross References:** *None*

*Policy Reviewed: 04.17.2025*

*Policy Adopted: 07.31.2024*

*Policy Revised: 07.01.2024*



## 611 HOME SCHOOLING

### I. PURPOSE

The purpose of this policy is to recognize and provide guidelines in accordance with state law for parents who wish to have their children receive education in a home school that is an alternative to an accredited public or private school.

### II. GENERAL STATEMENT OF POLICY

The Compulsory Attendance Law (Minnesota Statutes section 120A.22) provides that the parent or guardian of a child is primarily responsible for assuring that the child acquires knowledge and skills that are essential for effective citizenship. ~~(Minn. Stat. § 120A.22, Subd. 1)~~

### III. CONDITIONS FOR HOME SCHOOLING

The person in charge of a home school and the school district must provide instruction and meet the requirements specified in Minnesota Statutes section 120A.22.

### IV. IMMUNIZATION

The parent of a home schooled child shall submit statements as required by Minnesota Statutes section 121A.15, Subds. 1, 2, 3 4, and 12 on the appropriate Minnesota Department of Education form, to the superintendent of the school district in which the child resides by October 1 of the first year of home schooling in Minnesota and the grade 7 each school year. ~~(Minn. Stat. § 121A.15)~~

### V. TEXTBOOKS, INSTRUCTIONAL MATERIAL, STANDARD TESTS

Upon formal request as required by law, the school district will provide textbooks, ~~(including a teacher's edition, guide, or other materials that accompany a textbook when the edition, guide, or materials are packaged physically or electronically with textbooks for student use)~~ individualized instructional or cooperative learning materials ~~(including teacher materials that accompany pupil materials)~~, software or other educational technology, and standardized tests and loan or provide them for use by a home schooled child as provided under state law. ~~in Minn. Stat. § 123B.42 and Minn. Rules Ch. 3540. The school district is not required to expend any amount for this purpose that exceeds the amount it receives pursuant to state law Minn. Stat. §§ 123B.40-123B.48 for this purpose. If curriculum has both physical and electronic components, the school district will, at the request of the student or the student's parent/guardian, make the electronic component accessible to a resident student provided that the school district does not incur more than an incidental cost as a result of providing access~~

electronically.

## **VI. PUPIL SUPPORT SERVICES**

Upon formal request as required by law, the school district will provide pupil support services in the form of health services and counseling and guidance services to a home schooled child as provided ~~under state law by Minn. Stat. § 123B.44 and Minn. Rules Ch. 3540.~~ The school district is not required to expend an amount for any of these purposes that exceeds the amount it receives pursuant to ~~state law Minn. Stat. §§ 123B.40-123B.48 for any of these purposes.~~

## **VII. EXTRACURRICULAR ACTIVITIES**

Resident pupils who receive instruction in a home school (~~in which~~~~where~~ five or fewer students receive instruction) may fully participate in extracurricular activities of the school district on the same basis as other public school students. (~~Minn. Stat. §§ 123B.36, Subd. 1, and 123B.49, Subd. 4~~)

## **VIII. SHARED TIME PROGRAMS**

Enrollment in class offerings of the school district.

- A. A home schooled child who is a resident of the school district may enroll in classes in the school district as a shared time pupil on the same basis as other nonpublic school students. The provisions of this policy shall not be determinative of whether the school district allows the enrollment of any pupils on a shared-time basis.
- B. The school district may limit enrollment of shared-time pupils in such classes based on the capacity of a program, class, grade level, or school building. The school board and administration retain sole discretion and control over scheduling of all classes and assignment of shared time pupils to classes.

## **IX. OPTIONAL COOPERATIVE ARRANGEMENTS**

### A. Activities

- 1. Minnesota State High School League sponsored activities (~~in which~~~~where~~ six or more students receive instruction in the home school or the home school students are not residents of the school district).

A home school which is a member of the Minnesota State High School League may request that the school district enter into a cooperative sponsorship arrangement as provided in Minnesota State High School League bylaws ~~403.00~~. The approval of such an arrangement shall be at the discretion of the school board.

- a) The home school must become a member of the Minnesota State High School

League in accordance with the rules of the Minnesota State High School League.

- b) The home school is solely responsible for any costs or fees associated with its application for and/or subsequent membership in the Minnesota State High School League.
  - c) The home school is responsible for any and all costs associated with its participation in a cooperative sponsorship arrangement as well as any school district activity fees associated with the Minnesota State High School League activity.
2. Non-Minnesota State High School League activities where six or more students receive instruction in the home school.

A home schooled child may participate in non-Minnesota State High School League activities offered by the school district upon application and approval from the school board to participate in the activity and the payment of any activity fees associated with the activity. However home school students may not be charged higher activity fees than other public school students. An approval shall be granted at the discretion of the school board.

#### B. Transportation Services

1. The school district may, **in accordance with statute**, provide nonpublic non regular transportation services to a homeschooled child.
2. The school board of the school district retains sole discretion and control and management of scheduling routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, and any other matter relating to the provision of transportation services.

**Legal References:** *Minn. Stat. § 120A.22 (Compulsory Instruction)*  
*Minn. Stat. § 120A.24 (Reporting)*  
*Minn. Stat. § 120A.26 (Enforcement and Prosecution)*  
*Minn. Stat. § 121A.15 (Health Standards; Immunizations; School Children)*  
*Minn. Stat. § 123B.36 (Authorized Fees)*  
*Minn. Stat. § 123B.41 (Definitions)*  
*Minn. Stat. § 123B.42 (Textbooks, Individual Instruction or Cooperative Learning Material; ~~Material~~, Standard Tests)*  
*Minn. Stat. § 123B.44 (Provision of Pupil Support Services)*  
*Minn. Stat. § 123B.49 (Extracurricular Activities; Insurance)*  
*Minn. Stat. § 123B.86 (Equal Treatment - Transportation)*  
*Minn. Stat. § 123B.92 (Transportation Aid Entitlement)*  
*Minn. Stat. § 124D.03 (Enrollment Options Program)*  
*Minn. Rules Ch. 3540 (Nonpublic Schools)*

***Cross References:*** *ISD 200 Policy 509 (Enrollment of Nonresident Students)*

*Policy Review:* 04.17.2025

*Policy Adopted:* 12.13.2006

*Policy Revised:* 02.23.2022



## **101.1 NAME OF THE SCHOOL DISTRICT**

### **I. PURPOSE**

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

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

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

### **III. UNIFORM NAME**

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

### **IV. LOGO**

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

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

**Cross References:** *ISD 200 Policy Addendum 101.2*

**Date Reviewed:** *03.07.2025*

**Dated Adopted:**

**Date Revived:**



Hastings Public Schools  
Independent School District 200

## 101.2 OFFICIAL & APPROVED DISTRICT LOGOS, MASCOT, & SONG

### I. OFFICIAL TRADEMARKED DISTRICT LOGOS



#### Reflex Blue C

R = 0  
G = 20  
B = 137

C = 100  
M = 89  
y = 0  
K = 0



#### Gold 1235 C

R = 255  
G = 184  
B = 28

C = 0  
M = 31  
y = 98  
K = 0



## II. OFFICIAL APPROVED DISTRICT LOGOS

### A. Early Education



### B. Elementary Building Logos

#### 1. Kennedy



2. McAuliffe



3. Pinecrest



**III. SCHOOL MASCOT :Raider**

**IV. SCHOOL SONG**

Hastings High School you are the tops,  
Blue, Gold our colors, sports our mascot  
Ore' the line and through the net,  
You'll always be our very best bet!  
Hastings High School, you're shooting high, V-I-C-T-O-R-Y  
*Loyal, steadfast, true to you, our cheers are for Hastings High.*  
*H-A-S-T-I-N-G-S Hastings Raiders RAH!*

*Reviewed: 03.07.2025*



## 413 HARASSMENT AND VIOLENCE

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

personnel who is found to have violated this policy.

### III. DEFINITIONS

A. "Assault" is:

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

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

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

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

D. Protected Classifications; Definitions

These are the protected classifications covered in MN Statute 363A.02 (Public Policy), but the district does not allow harassment or violence for any reason.

1. "Disability" means, ~~with respect to an individual who~~ ~~any condition or characteristic that renders a person a disabled person. A disabled person is any person who:~~
  - a. has a physical, sensory, or mental impairment ~~that~~ ~~which~~ materially limits one or more major life activities of such individual;
  - b. has a record of such an impairment; ~~or~~
  - c. is regarded as having such an impairment; or
  - d. has an impairment that is episodic or in remission and would materially limit a major life activity when active;
2. "Familial status" means the condition of one or more minors having legal status or custody with::

- a. the minor’s parent or parents or the minor’s legal guardian; or
  - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. Familial status also means residing with and caring for one or more individuals who lack the ability to meet essential requirements for physical health, safety, or self-care because the individual or individuals are unable to receive and evaluate information or make or communicate decisions. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
3. “Gender Identity” refers to a person’s deeply held sense or knowledge of their own gender.
  4. “Gender Expression” refers to the manner in which persons represent or express gender to others, often through behavior, clothing, hairstyles, activities, voice, or mannerisms.
  5. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment **or discrimination** on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
  6. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
  7. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
  8. “Sexual orientation” means **to whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.**
  9. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.
- F. Sexual Harassment, ~~Definition for Purposes of this Policy~~
1. Sexual harassment ~~includes~~**consists of** unwelcome sexual advances, requests for sexual

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

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

G. Sexual Violence; ~~Definition~~

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

- b. coercing, forcing, or attempting to coerce or force the touching of anyone’s intimate parts;
- c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
- d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; ~~Definition~~

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

**IV. ~~SEXUAL HARASSMENT REPORTING AND INVESTIGATION PROCEDURES~~**

- ~~A. Allegations of sexual harassment may be subject to detailed requirements outlined in federal regulations implementing Title IX. To ensure the District’s compliance with Title IX requirements, all allegations involving sexual harassment must be immediately brought to the attention of the District’s Title IX Coordinator.~~
- ~~B. For Title IX purposes, “sexual harassment” means conduct on the basis of sex that includes one or more of the following elements:~~
  - ~~1. An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual’s participation in unwelcome sexual conduct;~~
  - ~~2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District’s education program or activity;~~
  - ~~3. “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).~~
- ~~C. Any District employee who is aware of an allegation of sexual harassment must immediately notify the Title IX Coordinator. Students are strongly encouraged to notify the Title IX Coordinator of sexual harassment allegations, but may report allegations to any District employee. A District employee who receives a report from a student is responsible for immediately notifying the Title IX Coordinator.~~
- ~~D. Sexual harassment allegations will be processed in accordance with the Title IX Grievance Procedures attached to School Board Policy 522. The Grievance Procedures must be~~

~~published and disseminated as required by law. Alleged conduct that does not meet Title IX's definition of "sexual harassment," if proved, may be investigated and addressed pursuant to the procedures outlined below.~~

~~E. The District's Title IX Coordinator is:~~

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

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

- A. For complaints other than those involving sexual harassment or retaliation allegations subject to the Title IX grievance procedures outlined above, any person who believes he or she has been the target or victim of harassment or violence ~~on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability~~ by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to the building principal or lead building supervisor ("building report taker"). A person may report conduct which may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to the school district Human Rights Officer, ~~who is the Director of Human Resources~~, or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent ~~or the school district human rights officer~~ by the reporting party or complainant. The District's Human Rights Officer is:

Cathy Moen  
Director of Human Resources  
Hastings Public Schools

1000 West 11<sup>th</sup> Street  
Hastings, MN 55033  
(651) 480-7002  
cmoen@isd200.org

D. In Each School Building.

The building report taker, as defined above, is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.

G. In the District.

The school board hereby designates the Director of Human Resources as the school district human rights officer to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves the Human Rights Officer, the complaint shall be filed directly with the District Superintendent.

- H. The school district shall conspicuously post the name of the human rights officer, including

mailing addresses and telephone numbers.

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

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

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

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

## **VI. INVESTIGATION**

- A. By authority of the school district, the Human Rights Officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school

district officials or by a third party designated by the school district.

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

## **VII. SCHOOL DISTRICT ACTION**

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.
- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the targets or victims and alleged perpetrators of harassment or violence, the parent(s) or guardian(s) of targets or victims of harassment or violence and the

parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.

- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

## **VIII. RETALIATION OR REPRISAL**

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

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

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

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

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

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

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.

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

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

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

*and Process)*  
*ISD 200 Policy 524 (Internet Acceptable Use and Safety Policy)*  
*ISD 200 Policy 526 (Hazing Prohibition)*

*Policy Reviewed:* 04~~3~~.04~~7~~.2025

*Policy Adopted:* 07.31.2024

*Policy Revised:* 07.01.2024



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

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

### III. DEVELOPMENT OF INVENTORY AND ACCOUNTING SYSTEM

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

### IV. REPORT

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

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

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

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



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

### **I. PURPOSE**

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

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

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

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

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

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

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

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

## V. USE OF SCHOOL EQUIPMENT

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

## VI. RULES FOR USE OF FACILITIES AND EQUIPMENT

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

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

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

*Policy Reviewed:* 03.07.2025~~05.29.2020~~

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*Policy Revised:* 05.29.2020

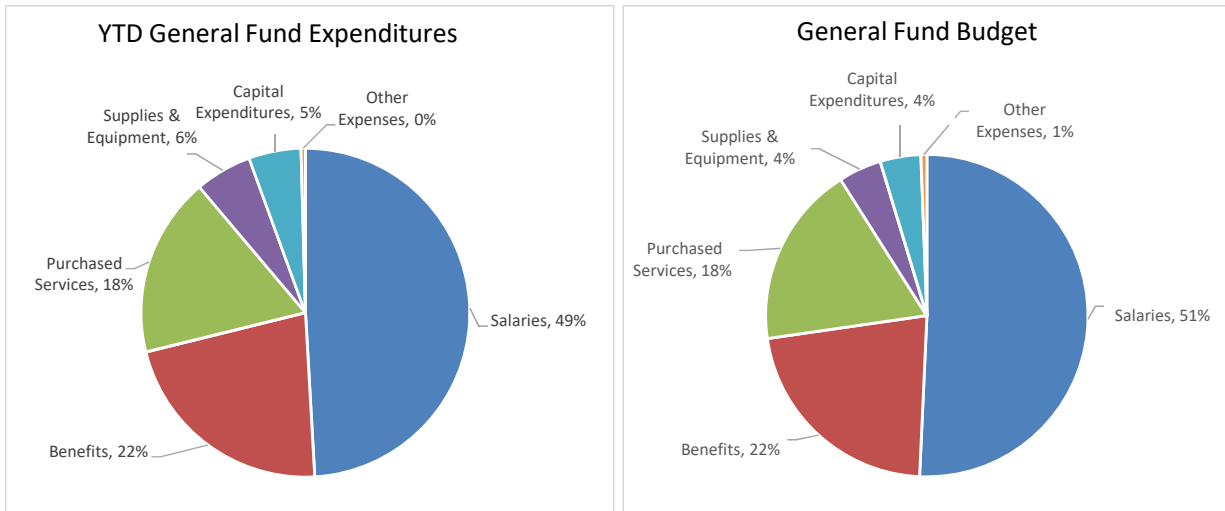
**HASTINGS ISD #200 BOARD REPORT FOR THE MONTH ENDING: March 2025**

**EXPENDITURE TOTALS**

	<b>FY 2025 Budget (REV)</b>	<b>**Monthly Expenditures</b>	<b>Year-to-Date Expenditures</b>	<b>Remaining Balance</b>	<b>% Spent</b>
General Fund (01)					
100 Salaries	34,391,243	2,837,632	20,989,024	13,402,219	61%
200 Benefits	14,940,629	1,174,487	9,437,354	5,503,274	63%
300 Purchased Services	12,392,304	981,407	7,572,020	4,820,284	61%
400 Supplies & Equipment	2,934,459	298,934	2,385,162	549,297	81%
500 Capital Expenditures	2,777,663	239,233	2,201,089	576,574	79%
800 Other Expenses	391,068	22,458	181,516	209,553	46%
	<b>67,827,366</b>	<b>5,554,151</b>	<b>42,766,165</b>	<b>25,061,200</b>	<b>63%</b>
Food Service Fund (02)	3,530,227	273,027	2,439,118	1,091,109	<b>69%</b>
Community Service Fund (04)	2,864,210	232,184	2,083,745	780,465	<b>73%</b>
Building Construction Fund (06)	2,699,440	141,912	1,899,906	799,534	<b>70%</b>
Debt Service Fund (07)	20,619,675	0	20,619,125	550	<b>100%</b>
Student Activities Fund (10)	250,000	15,730	180,736	69,264	<b>72%</b>
Deferred Accounts- Donations/Misc Fund (11)	640,619	87,987	422,473	218,146	<b>66%</b>
Scholarships Fund (12)	120,000	9,000	115,000	5,000	<b>96%</b>
<b>Totals</b>	<b>\$98,551,537</b>	<b>\$6,313,991</b>	<b>\$70,526,269</b>	<b>\$28,025,268</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	3/1/2025	3/31/2025	1,992,162	Pay dates 3/5 and 3/20 Bd. Share \$392,860
Liability Checks & Wires	3/1/2025	3/31/2025	1,454,792	
<b>Total</b>			<b>\$3,446,954</b>	

**FINANCE DISBURSEMENTS**

Checks & Wires	3/1/2025	3/31/2025	1,583,793
<b>Total</b>			<b>\$1,583,793</b>

**SELF-FUNDED INSURANCE**

	<b>Revenue YTD</b>	<b>Expenses YTD</b>	<b>YTD Balance</b>
Dental	580,966	507,737	\$73,229
Health	7,447,864	6,370,129	\$1,077,735

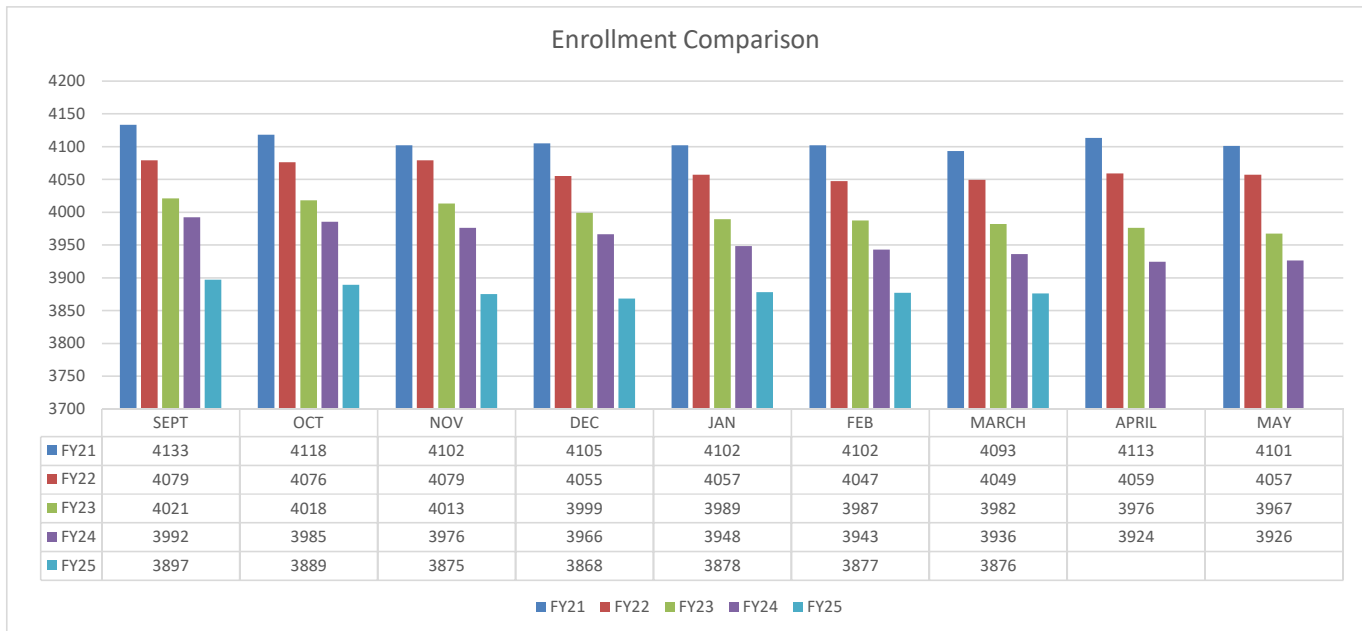
**ELECTRONIC FUND TRANSFERS**

<u>Date</u>	<u>From</u>	<u>To</u>	<u>Amount</u>	<u>Description</u>
3/4/2025	MSDLAF General	MSDLAF Health Self Funded	31,468.04	Health Insurance
3/5/2025	MSDLAF General	MSDLAF Payroll	1,734,713.23	Payroll
3/5/2025	MSDLAF General	MSDLAF Flex	20,861.55	Payroll
3/7/2025	MSDLAF General	MSDLAF AP	62,839.59	Accounts Payable
3/7/2025	MSDLAF General	MSDLAF Health Self Funded	779,616.56	Health Insurance
3/10/2025	Merchants Bank	MSDLAF General	50,000.00	Local Receipts
3/10/2025	MSDLAF General	MSDLAF Payroll	39,627.82	Payroll
3/14/2025	MSDLAF General	MSDLAF AP	342,766.03	Accounts Payable
3/18/2025	MSDLAF General	MSDLAF AP	125,973.13	Accounts Payable
3/18/2025	MSDLAF General	MSDLAF AP	13,674.37	Accounts Payable
3/19/2025	MSDLAF General	MSDLAF Payroll	610,887.26	Payroll
3/19/2025	MSDLAF General	MSDLAF Health Self Funded	31,467.96	Health Insurance
3/20/2025	MSDLAF General	Vermillion Bank	500.42	Local Receipts
3/20/2025	MSDLAF Payroll	MSDLAF General	610,887.26	Payroll
3/20/2025	MSDLAF General	MSDLAF Flex	21,184.62	Payroll
3/20/2025	MSDLAF General	MSDLAF Payroll	1,667,494.45	Payroll
3/21/2025	MSDLAF General	MSDLAF AP	132,390.42	Accounts Payable
3/21/2025	MSDLAF General	MSDLAF AP	21,213.85	Accounts Payable
3/24/2025	Merchants Bank	MSDLAF General	25,000.00	Local Receipts
3/27/2025	MSDLAF General	MSDLAF Payroll	4,927.50	Payroll
3/27/2025	MSDLAF General	MSDLAF Dental Self Funded	62,244.39	Dental Insurance
3/28/2025	MSDLAF General	MSDLAF AP	79,323.61	Accounts Payable
3/31/2025	Merchants Bank	MSDLAF General	50,000.00	Local Receipts
3/31/2025	MSDLAF General	MSDLAF Scholarship	82.00	Local Receipts
3/31/2025	MSDLAF General	MSDLAF AP	802,406.25	Accounts Payable

\$7,321,550.31

**ENROLLMENT**

<u>GRADE</u>	<u>COUNT</u>	<u>SCHOOL</u>	<u>COUNT</u>
K	259	HALC	33
1	257	High School	1296
2	281	Middle School	1177
3	283	Kennedy Elementary	465
4	290	Pinecrest Elementary	429
5	281	McAuliffe Elementary	476
6	298		3876
7	308		
8	290		
9	304		
10	332	Elementary	1370
11	359	Middle School	1177
12	334	High School/HALC	1329
	3876	<b>Total District</b>	<b>3876</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, 2025  
Current Statement as of 3/31/2025

<b>Crs Code</b>	<b>Activity Account</b>	<b>Balance 7/1/2024</b>	<b>Receipts</b>	<b>Disbursements</b>	<b>Subtotal (Less Interest)</b>	<b>Interest Earned</b>	<b>Balance 3/31/2025</b>
601	Art Club	389.29	0.00	72.30	316.99	8.7424	325.73
608	AVID	3,537.27	0.00	0.00	3,537.27	89.2503	3,626.52
602	Band	12,069.74	15,075.63	21,948.32	5,197.05	299.2332	5,496.28
605	Basketball - Boys	3,375.11	0.00	1,434.98	1,940.13	58.1126	2,037.54
609	Choir Tour	1,713.20	0.00	0.00	1,713.20	43.2265	1,756.43
610	Cross Country Running	290.32	1,173.00	934.00	529.32	15.5894	544.91
613	Fellowship Christian Athletes (FCA)	2,478.49	3,048.00	1,854.44	3,672.05	87.2752	3,759.33
615	Gymnastics	4,376.24	2,912.00	3,215.50	4,072.74	108.0625	4,180.80
616	French Honor Society (FHS)	1,453.27	804.00	440.36	1,816.91	40.9253	1,857.84
622	Marching Band	36,853.69	40,043.76	63,043.47	13,853.98	595.8764	14,449.86
<b>675</b>	<b>INTEREST EARNED</b>	<b>0.00</b>	<b>4,897.85</b>	<b>0.00</b>	<b>4,897.85</b>	<b>-</b>	<b>0.00</b>
623	National Honor Society (NHS)	2,356.95	1,090.00	1,603.41	1,843.54	63.9597	1,907.50
625	Nordic Skiing	382.57	147.00	180.67	348.90	8.9734	357.87
626	Orchestra	278.74	0.00	0.00	278.74	7.0330	285.77
618	Peer Helpers	18.55	185.00	14.28	189.27	2.7598	192.03
632	Show Choir	36,140.07	83,119.96	48,177.19	71,082.84	1,432.8295	72,515.67
647	Spanish Club	6,498.83	5,563.85	3,715.49	8,347.19	173.1535	8,520.34
650	Student Council	57,778.41	16,784.00	24,430.62	50,131.79	1,311.5383	51,443.33
652	Tennis - Boys	3,733.32	0.00	487.50	3,245.82	83.7016	3,329.52
653	Tennis - Girls	918.97	2,303.35	1,948.70	1,273.62	37.0019	1,310.62
655	Thespians	565.57	0.00	0.00	565.57	14.2701	579.84
656	Track	14,031.40	0.00	2,945.00	11,086.40	313.0601	11,399.46
654	Ultimate Frisbee	25.23	801.19	675.00	151.42	3.2360	154.66
659	Wrestling	629.12	0.00	0.00	629.12	15.8736	644.99
665	Middle School Yearbook	14.01	0.00	0.00	14.01	0.3535	14.36
666	Middle School Student Council	4,821.46	564.68	3,614.93	1,771.21	83.8122	1,855.02
		<b>194,729.82</b>	<b>178,513.27</b>	<b>180,736.16</b>	<b>192,506.93</b>	<b>4,897.8500</b>	<b>192,506.93</b>

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

March 2025 Investment Reconciliation - %-104-%

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	BALANCE END OF MONTH
GENERAL FUND - 01	11,000,000.00	0.00	0.00	11,000,000.00
SCHOLARSHIP FUND - 12	10,000.00	0.00	0.00	10,000.00
DENTAL SELF FUNDED - 20	488,000.00	0.00	0.00	488,000.00
HEALTH SELF FUNDED - 21	2,000,000.00	0.00	0.00	2,000,000.00
<b>TOTALS</b>	<b>13,498,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b><u>13,498,000.00</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	11,000,000.00	0.00	11,000,000.00
Scholarship CD	10,000.00	0.00	10,000.00
Certificates of Deposit - MSDLAF - Dental	488,000.00	0.00	488,000.00
Term - MSDLAF - Health	2,000,000.00	0.00	2,000,000.00
<b>TREASURER'S BALANCE</b>	<b>13,498,000.00</b>	<b>0.00</b>	<b><u>13,498,000.00</u></b>

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

March 2025 Bank Reconciliation

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	JOURNAL ENTRIES	BALANCE END OF MONTH
GENERAL FUND- 01	22,530,305.28	6,921,293.50	(2,837,066.13)	(2,570,326.66)	24,044,205.99
FOOD SERVICE FUND - 02	448,488.58	22,468.29	(135,252.99)	(132,177.15)	203,526.73
COMMUNITY ED - 04	612,485.79	266,757.19	(35,391.19)	(179,291.92)	664,559.87
BUILDING CONSTRUCTION - 06	938,839.09	3,032.81	(141,912.15)	0.00	799,959.75
DEBT REDEMPTION - 07	2,528,546.32	0.00	0.00	0.00	2,528,546.32
STUDENT ACTIVITY FUND -10	193,935.43	13,416.26	(15,644.76)	0.00	191,706.93
DEFERRED ACCOUNTS - 11	597,320.15	40,207.00	(45,253.53)	(9,162.18)	583,111.44
SCHOLARSHIP - 12	256,202.75	1,002.03	(9,000.00)	0.00	248,204.78
TRUST - 18	0.00	0.00	0.00	0.00	0.00
DENTAL SELF FUNDED - 20	902,927.23	3,189.43	(54,859.80)	62,244.39	913,501.25
HEALTH SELF FUNDED -21	3,032,632.44	15,319.98	(767,722.39)	838,129.07	3,118,359.10
OPEB PERA/CE TRUST - 45	6,861,123.03	0.00	0.00	24,488.11	6,885,611.14
<b>TOTALS</b>	<b>38,902,806.09</b>	<b>7,286,686.49</b>	<b>(4,042,102.94)</b>	<b>(1,966,096.34)</b>	<b>40,181,293.30</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	67,845.82	0.00	0.00	50.22	67,896.04
MSDLAF AP	993,451.81	(887,338.65)	0.00	0.00	106,113.16
MSDLAF Payroll	146,738.59	(46,069.27)	0.00	0.00	100,669.32
MSDLAF Scholarship	249,204.78	(1,000.00)	0.00	0.00	248,204.78
MSDLAF General	28,377,478.85	0.00	28,410.04	0.00	28,405,888.89
MSDLAF Flex	131,020.15	0.00	0.00	5,422.63	136,442.78
MSDLAF Dental Self Funded	913,501.25	0.00	0.00	0.00	913,501.25
MSDLAF Health Self Funded	2,347,009.57	(250.00)	0.00	(50.00)	2,346,709.57
MSDLAF Bond Proceeds	783,483.20	0.00	0.00	0.00	783,483.20
Vermillion Bank	192,591.94	(8,974.77)	0.00	0.00	183,617.17
MidAmerica - CE Trust	0.00	0.00	0.00	0.00	0.00
OPEB PERA/CE Trust Account	6,888,767.14	0.00	0.00	0.00	6,888,767.14
<b>TREASURER'S BALANCE</b>	<b>41,091,093.10</b>	<b>(943,632.69)</b>	<b>28,410.04</b>	<b>5,422.85</b>	<b>40,181,293.30</b>

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
MB	P509MB	110184		Wire	1	10229	MERCHANTS BANK FEES		No	Yes	No	03/13/2025	61.83
												Bank Total:	\$61.83
USAP	P50901	110178		Wire	1	11575	ARBITERSPORTS LLC - WIRE		No	Yes	No	03/07/2025	10,000.00
USAP	P50915	110299		Wire	1	10920	AFFINETY - MERCH BANK FEES (WIRE)		No	Yes	No	03/14/2025	3,853.55
USAP	P50915	110300		Wire	1	2976	SALES TAX (MN DEPT REVENUE)		No	Yes	No	03/14/2025	196.00
USAP	P50915	110301		Wire	1	9012	PITNEY BOWES POSTAGE BY PHONE		No	Yes	No	03/14/2025	3,000.00
USAP	p508a	110302		Wire	1	11387	AMAZON CAPITAL SERVICES, INC		No	No	No	03/14/2025	13,685.34
USAP	p508b	110316		Wire	1	9557	BMO HARRIS BANK NA		No	Yes	No	03/20/2025	18,678.93
USAP	P50930	110442		Wire	1	3167	MSDLAF BANK FEES		No	Yes	No	03/31/2025	188.85
USAP	P50930	110443		Wire	1	9935	ELEYO FEES		No	Yes	No	03/31/2025	4,631.00
USAP	P50503	109053	836438	Check	1	11982	R3 JACKIE BAUER		Yes	No	Yes	03/28/2025	(6.00)
USAP	P50901	110176	837254	Check	1	8681	CANVAS HEALTH		Yes	No	No	03/07/2025	5,707.02
USAP	P50901	110154	837255	Check	1	11998	CHERRY, ALYSSA		Yes	No	No	03/07/2025	27.72
USAP	P50901	110175	837256	Check	1	8581	CIRILLO, MOLLY		Yes	No	No	03/07/2025	40.88
USAP	P50901	110155	837257	Check	1	1235	CITY OF HASTINGS		Yes	No	No	03/07/2025	7,045.06
USAP	P50901	110171	837258	Check	1	6687	CLARK, DAVID		Yes	No	No	03/07/2025	15.47
USAP	P50901	110172	837259	Check	1	6745	CULLIGAN OF STILLWATER		Yes	No	No	03/07/2025	460.95
USAP	P50901	110149	837260	Check	1	11654	DAKOTA ASSEMBLIES, INC.		Yes	No	No	03/07/2025	500.00
USAP	P50901	110156	837261	Check	1	1319	DEMCO		Yes	No	No	03/07/2025	80.94
USAP	P50901	110169	837262	Check	1	6190	R2 EDUCATORS BENEFIT CONSULTANTS		Yes	No	No	03/07/2025	566.86
USAP	P50901	110158	837263	Check	1	2137	R2 ELITE SPORTSWEAR		Yes	No	No	03/07/2025	2,000.00
USAP	P50901	110151	837264	Check	1	11765	FLOURISH CONSULTING LLC		Yes	No	No	03/07/2025	8,250.00
USAP	P50901	110165	837265	Check	1	3003	GERLACH OUTDOOR POWER EQUIPM		Yes	No	No	03/07/2025	1,399.98
USAP	P50901	110145	837266	Check	1	10112	GORR, KARI		Yes	No	No	03/07/2025	160.77
USAP	P50901	110177	837267	Check	1	9880	GUSTAFSON, JILL		Yes	No	No	03/07/2025	87.18
USAP	P50901	110167	837268	Check	1	4980	HANSON, TRENT		Yes	No	No	03/07/2025	471.80
USAP	P50901	110168	837269	Check	1	5828	JIM CARLSON LEASING CO.		Yes	No	No	03/07/2025	710.00
USAP	P50901	110150	837270	Check	1	11726	JOHNSON, STEFANIE		Yes	No	No	03/07/2025	30.87
USAP	P50901	110170	837271	Check	1	6681	KENNEDY & GRAVEN, CHARTERD		Yes	No	No	03/07/2025	6,644.00
USAP	P50901	110164	837272	Check	1	2888	LINDSTROM, PAUL		Yes	No	No	03/07/2025	357.05
USAP	P50901	110157	837273	Check	1	1863	MACKIN EDUCATIONAL RESOURCES		Yes	No	No	03/07/2025	462.53
USAP	P50901	110166	837274	Check	1	4228	MCGINNIS, ANGELA		Yes	No	No	03/07/2025	22.40
USAP	P50901	110173	837275	Check	1	7173	MEDICINE LAKE TOURS		Yes	No	No	03/07/2025	4,240.00
USAP	P50901	110148	837276	Check	1	11590	NELSON, TARA		Yes	No	No	03/07/2025	124.04
USAP	P50901	110146	837277	Check	1	11362	OUT THERE NORDIC		Yes	No	No	03/07/2025	880.00
USAP	P50901	110159	837278	Check	1	2214	PONCELET, LISA		Yes	No	No	03/07/2025	494.87
USAP	P50901	110152	837279	Check	1	11776	REARDON, JOSEPH		Yes	No	No	03/07/2025	68.67

HASTINGS PUBLIC SCHOOLS  
Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
USAP	P50901	110163	837280	Check	1	2819	REPUBLIC SERVICES #923		Yes	No	No	03/07/2025	9,117.26
USAP	P50901	110174	837281	Check	1	7918	RIESTER REFRIGERATION		Yes	No	No	03/07/2025	880.00
USAP	P50901	110147	837282	Check	1	11373	ROBERTSON, SAM		Yes	No	No	03/07/2025	106.96
USAP	P50901	110153	837283	Check	1	11996	STOCKDALE, SCOTT		Yes	No	No	03/07/2025	27.09
USAP	P50901	110160	837284	Check	1	2548	T-MOBILE	R1	Yes	No	No	03/07/2025	60.00
USAP	P50901	110161	837285	Check	1	2559	TRIO SUPPLY		Yes	No	No	03/07/2025	1,275.78
USAP	P50901	110162	837286	Check	1	2658	WILLIAMS, MELISSA		Yes	No	No	03/07/2025	523.44
USAP	P50915	110277	837287	Check	1	5510	ACCELERATED TECHNOLOGIES		Yes	No	No	03/14/2025	328.75
USAP	P50915	110273	837288	Check	1	5098	ADVANCED SPORTSWEAR		Yes	No	No	03/14/2025	2,337.00
USAP	P50915	110199	837289	Check	1	10630	ALL STRINGS ATTACHED		Yes	No	No	03/14/2025	7,706.00
USAP	P50915	110287	837290	Check	1	7780	AMIOT SCHOLASTIC RECOGNITION INI		Yes	No	No	03/14/2025	3,262.00
USAP	P50915	110228	837291	Check	1	11772	AMY BROWN COUNSELING SERVICES		Yes	No	No	03/14/2025	5,000.00
USAP	P50915	110207	837292	Check	1	11204	ASLIS		Yes	No	No	03/14/2025	486.00
USAP	P50915	110214	837293	Check	1	1156	BIX PRODUCE COMPANY LLC		Yes	No	No	03/14/2025	6,215.68
USAP	P50915	110290	837294	Check	1	8681	CANVAS HEALTH		Yes	No	No	03/14/2025	6,153.77
USAP	P50915	110289	837295	Check	1	7911	CENTURYLINK		Yes	No	No	03/14/2025	80.52
USAP	P50915	110232	837296	Check	1	11978	CHARPENTIER ENTERPRISES LLC		Yes	No	No	03/14/2025	273.00
USAP	P50915	110210	837297	Check	1	11236	CHORDS AND BOARDS LLC		Yes	No	No	03/14/2025	180.00
USAP	P50915	110239	837298	Check	1	1235	CITY OF HASTINGS		Yes	No	No	03/14/2025	24,901.16
USAP	P50915	110271	837299	Check	1	3621	COBRA SOLUTIONS INC	R1	Yes	No	No	03/14/2025	395.00
USAP	P50915	110235	837300	Check	1	12002	COLUMN SOFTWARE PBC		Yes	No	No	03/14/2025	297.26
USAP	P50915	110240	837301	Check	1	1251	COMMERCIAL KITCHEN SERVICES		Yes	No	No	03/14/2025	520.00
USAP	P50915	110229	837302	Check	1	11846	CONQUER NINJA GYMS-ROSEMOUNT		Yes	No	No	03/14/2025	159.20
USAP	P50915	110194	837303	Check	1	10245	CSTMN LLC		Yes	No	No	03/14/2025	28,346.90
USAP	P50915	110217	837304	Check	1	11584	DASH SPORTS LLC		Yes	No	No	03/14/2025	2,183.00
USAP	P50915	110291	837305	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS		Yes	No	No	03/14/2025	1,424.60
USAP	P50915	110292	837306	Check	1	8840	DEFINITIVE TECHNOLOGY SOLUTIONS	R2	Yes	No	No	03/14/2025	214.00
USAP	P50915	110241	837307	Check	1	1319	DEMCO		Yes	No	No	03/14/2025	84.11
USAP	P50915	110203	837308	Check	1	10860	DEPARTMENT OF TRANSPORTATION		Yes	No	No	03/14/2025	743.00
USAP	P50915	110278	837309	Check	1	6190	EDUCATORS BENEFIT CONSULTANTS	R2	Yes	No	No	03/14/2025	566.86
USAP	P50915	110285	837310	Check	1	7631	EF EDUCATIONAL TOURS		Yes	No	No	03/14/2025	31.08
USAP	P50915	110276	837311	Check	1	5479	ESTR PUBLICATIONS		Yes	No	No	03/14/2025	365.40
USAP	P50915	110230	837312	Check	1	11858	FAMILY ACHIEVEMENT CENTER		Yes	No	No	03/14/2025	3,396.25
USAP	P50915	110282	837313	Check	1	7322	FERGUSON ENTERPRISES	R1	Yes	No	No	03/14/2025	121.92
USAP	P50915	110272	837314	Check	1	3865	FLINN SCIENTIFIC		Yes	No	No	03/14/2025	149.15
USAP	P50915	110298	837315	Check	1	9863	GENUINE PARTS COMPANY	R2	Yes	No	No	03/14/2025	325.51
USAP	P50915	110293	837316	Check	1	9123	GOODHUE COUNTY ED DISTRICT 6051		Yes	No	No	03/14/2025	11,704.56
USAP	P50915	110209	837317	Check	1	11220	GOPHERMODS LLC		Yes	No	No	03/14/2025	366.00

# 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	P50915	110242	837318	Check	1	1482	GRAINGER, W.W..		Yes	No	No	03/14/2025		2,524.45
USAP	P50915	110243	837319	Check	1	1483	GRAPHIC DESIGN INC		Yes	No	No	03/14/2025		142.00
USAP	P50915	110288	837320	Check	1	7862	GREEN COMPANIES LLC		Yes	No	No	03/14/2025		2,598.75
USAP	P50915	110268	837321	Check	1	3030	GROTH MUSIC		Yes	No	No	03/14/2025		367.31
USAP	P50915	110213	837322	Check	1	11444	H2I GROUP		Yes	No	No	03/14/2025		4,900.00
USAP	P50915	110219	837323	Check	1	11701	HARRIS, BRIGGAN		Yes	No	No	03/14/2025		20.86
USAP	P50915	110197	837324	Check	1	10474	HARTMAN, EMMY		Yes	No	No	03/14/2025		241.94
USAP	P50915	110244	837325	Check	1	1522	HASTINGS AREA CHAMBER OF COMME		Yes	No	No	03/14/2025		295.00
USAP	P50915	110216	837326	Check	1	11582	HEWITT, SARA		Yes	No	No	03/14/2025		32.83
USAP	P50915	110245	837327	Check	1	1582	HILLYARD INC-MINNEAPOLIS		Yes	No	No	03/14/2025		3,945.60
USAP	P50915	110294	837328	Check	1	9329	HOMETOWN ACE HARDWARE		Yes	No	No	03/14/2025		1,088.77
USAP	P50915	110249	837329	Check	1	1845	HORIZON COMMERCIAL POOL SUPPLY		Yes	No	No	03/14/2025		130.74
USAP	P50915	110231	837330	Check	1	11943	IMPERIAL DADE		Yes	No	No	03/14/2025		5,701.80
USAP	P50915	110208	837331	Check	1	11207	INFINITE HEALTH COLLABORATIVE		Yes	No	No	03/14/2025		225.00
USAP	P50915	110270	837332	Check	1	3584	INFOPRO LEGAL RESOURCES INC		Yes	No	No	03/14/2025		2,220.00
USAP	P50915	110286	837333	Check	1	7721	R3 INNOVATIVE OFFICE SOLUTIONS		Yes	No	No	03/14/2025		9,179.33
USAP	P50915	110246	837334	Check	1	1665	INTERMEDIATE SCHOOL DIST 917		Yes	No	No	03/14/2025		17,536.83
USAP	P50915	110281	837335	Check	1	6741	IVY GARTH SEEDS & PLANTS INC		Yes	No	No	03/14/2025		4,494.94
USAP	P50915	110247	837336	Check	1	1679	R1 J.W. PEPPER & SON INC		Yes	No	No	03/14/2025		9.00
USAP	P50915	110284	837337	Check	1	7606	JACOBSEN, JAMES		Yes	No	No	03/14/2025		49.90
USAP	P50915	110234	837338	Check	1	11983	R19 JILL HEINBUCH		Yes	No	No	03/14/2025		88.35
USAP	P50915	110280	837339	Check	1	6681	KENNEDY & GRAVEN, CHARTERD		Yes	No	No	03/14/2025		525.00
USAP	P50915	110295	837340	Check	1	9459	R1 KONICA MINOLTA/LOFFLER		Yes	No	No	03/14/2025		2,054.00
USAP	P50915	110211	837341	Check	1	11261	R2 LAFORCE LLC		Yes	No	No	03/14/2025		3,275.00
USAP	P50915	110248	837342	Check	1	1799	R1 LAKESHORE LEARNING MATERIALS		Yes	No	No	03/14/2025		497.95
USAP	P50915	110297	837343	Check	1	9776	R1 LOFFLER COMPANIES		Yes	No	No	03/14/2025		587.00
USAP	P50915	110250	837344	Check	1	1863	MACKIN EDUCATIONAL RESOURCES		Yes	No	No	03/14/2025		680.19
USAP	P50915	110251	837345	Check	1	1914	MCEA EXECUTIVE OFFICE		Yes	No	No	03/14/2025		279.00
USAP	P50915	110225	837346	Check	1	11760	MCSAS PRODUCTIONS LLC		Yes	No	No	03/14/2025		1,300.00
USAP	P50915	110252	837347	Check	1	1934	MECA		Yes	No	No	03/14/2025		1,110.00
USAP	P50915	110253	837348	Check	1	1942	MENARDS		Yes	No	No	03/14/2025		199.81
USAP	P50915	110233	837349	Check	1	11983	R18 MICHELLE MAIR		Yes	No	No	03/14/2025		58.55
USAP	P50915	110224	837350	Check	1	11748	MINNDEPENDENT		Yes	No	No	03/14/2025		115.00
USAP	P50915	110254	837351	Check	1	1977	MINNESOTA COACHES INC		Yes	No	No	03/14/2025		72,596.29
USAP	P50915	110265	837352	Check	1	2795	MTI DISTRIBUTING, INC.		Yes	No	No	03/14/2025		619.53
USAP	P50915	110255	837353	Check	1	2055	R2 NASCO		Yes	No	No	03/14/2025		506.16
USAP	P50915	110200	837354	Check	1	10721	R4 NORTHFIELD SOLAR LLC		Yes	No	No	03/14/2025		23,483.73
USAP	P50915	110227	837355	Check	1	11771	NOVA EDUCATION CONSULTANTS		Yes	No	No	03/14/2025		2,115.00

**HASTINGS PUBLIC SCHOOLS**  
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												Date	
USAP	P50915	110256	837356	Check	1 2146		ORKIN PEST CONTROL INC.		Yes	No	No	03/14/2025	387.25
USAP	P50915	110257	837357	Check	1 2163	R1	PAN-O-GOLD BAKING CO		Yes	No	No	03/14/2025	1,424.70
USAP	P50915	110212	837358	Check	1 11385		PDQ.COM		Yes	No	No	03/14/2025	16,416.00
USAP	P50915	110204	837359	Check	1 11186	R2	PERFORMANCE FOOD SERVICE		Yes	No	No	03/14/2025	8,163.15
USAP	P50915	110195	837360	Check	1 10326		POELLINGER, KRISTIN		Yes	No	No	03/14/2025	12.25
USAP	P50915	110223	837361	Check	1 11740		PRAIRIE FARMS - WOODBOURY, MN		Yes	No	No	03/14/2025	8,208.21
USAP	P50915	110275	837362	Check	1 5277		REALITYWORKS, INC.		Yes	No	No	03/14/2025	8,862.24
USAP	P50915	110274	837363	Check	1 5123		RED BALLOON BOOKSHOP		Yes	No	No	03/14/2025	1,609.52
USAP	P50915	110198	837364	Check	1 10576	R1	RIVERSIDE INSIGHTS		Yes	No	No	03/14/2025	519.38
USAP	P50915	110237	837365	Check	1 12041		SANVILLE, BRYCE		Yes	No	No	03/14/2025	58.52
USAP	P50915	110267	837366	Check	1 3029		SCHMITT MUSIC		Yes	No	No	03/14/2025	151.00
USAP	P50915	110258	837367	Check	1 2347	R1	SCHOLASTIC BOOK FAIRS		Yes	No	No	03/14/2025	523.14
USAP	P50915	110266	837368	Check	1 2850	R1	SCHOOL SPECIALTY		Yes	No	No	03/14/2025	1,881.65
USAP	P50915	110206	837369	Check	1 11196	R1	SHRED IT USA - C/O STERICYCLE INC.		Yes	No	No	03/14/2025	104.85
USAP	P50915	110215	837370	Check	1 11574		SOCIAL CLUB SIMPLE LLC		Yes	No	No	03/14/2025	20.00
USAP	P50915	110238	837371	Check	1 12058		SPARKPATH		Yes	No	No	03/14/2025	2,583.00
USAP	P50915	110222	837372	Check	1 11724		SQUIRES, WALDSPURGER & MACE P.A		Yes	No	No	03/14/2025	280.00
USAP	P50915	110259	837373	Check	1 2448		ST. PAUL LINOLEUM AND CARPET		Yes	No	No	03/14/2025	12,415.00
USAP	P50915	110260	837374	Check	1 2476		STERNAU & ASSOCIATES		Yes	No	No	03/14/2025	1,890.00
USAP	P50915	110296	837375	Check	1 9766	R1	T&S PROPERTIES, LLC		Yes	No	No	03/14/2025	185.00
USAP	P50915	110226	837376	Check	1 11768	R1	TAHER INC		Yes	No	No	03/14/2025	14,375.00
USAP	P50915	110236	837377	Check	1 12034		TEACHERS ON CALL, INC		Yes	No	No	03/14/2025	26,364.36
USAP	P50915	110261	837378	Check	1 2522		TERRY'S HARDWARE		Yes	No	No	03/14/2025	1,283.76
USAP	P50915	110262	837379	Check	1 2546		TK ELEVATOR CORPORATION		Yes	No	No	03/14/2025	648.09
USAP	P50915	110263	837380	Check	1 2559		TRIO SUPPLY		Yes	No	No	03/14/2025	1,516.25
USAP	P50915	110279	837381	Check	1 6515		TYLER TECHNOLOGIES INC		Yes	No	No	03/14/2025	9,732.70
USAP	P50915	110283	837382	Check	1 7490		UNIVERSITY LANGUAGE CTR INC		Yes	No	No	03/14/2025	211.49
USAP	P50915	110269	837383	Check	1 3277		UPPER LAKES FOODS, INC		Yes	No	No	03/14/2025	42,142.10
USAP	P50915	110221	837384	Check	1 11713	R1	VAN METER INC.		Yes	No	No	03/14/2025	38.71
USAP	P50915	110218	837385	Check	1 11661		VERMILLION TOWNSHIP		Yes	No	No	03/14/2025	2,095.25
USAP	P50915	110205	837386	Check	1 11187	R1	VISTAR		Yes	No	No	03/14/2025	1,347.64
USAP	P50915	110201	837387	Check	1 10722	R4	WALCOTT SOLAR LLC		Yes	No	No	03/14/2025	13,266.30
USAP	P50915	110202	837388	Check	1 10723	R4	WARSAW SOLAR LLC		Yes	No	No	03/14/2025	11,327.50
USAP	P50915	110196	837389	Check	1 10452		WAYNE PETERSON ENTERPRISES		Yes	No	No	03/14/2025	2,756.73
USAP	P50915	110264	837390	Check	1 2630		WELCH VILLAGE SKI INC.		Yes	No	No	03/14/2025	128.00
USAP	P50915	110220	837391	Check	1 11709		ZEPTIVE, INC.		Yes	No	No	03/14/2025	147.00
USAP	P50902	110309	837392	Check	1 10919	R1	ARVIG		Yes	No	No	03/20/2025	1,205.95
USAP	P50902	110315	837393	Check	1 9270		BUCK HILL		Yes	No	No	03/20/2025	5,874.00

HASTINGS PUBLIC SCHOOLS  
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USAP	P50902	110311	837394	Check	1	1221	CHANHASSEN DINNER THEATER		Yes	No	No	03/20/2025		3,331.00
USAP	P50902	110310	837395	Check	1	11984	R1 ENGINEERED FLOORS LLC		Yes	No	No	03/20/2025		100,270.20
USAP	P50902	110314	837396	Check	1	7721	R3 INNOVATIVE OFFICE SOLUTIONS		Yes	No	No	03/20/2025		21,182.30
USAP	P50902	110312	837397	Check	1	3072	MCAULIFFE PETTY CASH ACCOUNT		Yes	No	No	03/20/2025		426.97
USAP	P50902	110313	837398	Check	1	3813	MN DEPT OF PUBLIC SAFETY		Yes	No	No	03/20/2025		100.00
USAP	P50903	110375	837399	Check	1	5510	ACCELERATED TECHNOLOGIES		Yes	No	No	03/28/2025		841.64
USAP	P50903	110346	837400	Check	1	11213	ANDERSON, ERIN		Yes	No	No	03/28/2025		183.54
USAP	P50903	110348	837401	Check	1	11558	BATAGLIA, KATHERINE		Yes	No	No	03/28/2025		37.66
USAP	P50903	110376	837402	Check	1	6063	BUTLER, TEMIRA		Yes	No	No	03/28/2025		98.84
USAP	P50903	110372	837403	Check	1	3748	CENTERPOINT ENERGY		Yes	No	No	03/28/2025		31,000.25
USAP	P50903	110354	837404	Check	1	11981	R5 CHARLENE MARTIN		Yes	No	No	03/28/2025		740.00
USAP	P50903	110353	837405	Check	1	11978	CHARPENTIER ENTERPRISES LLC		Yes	No	No	03/28/2025		48.75
USAP	P50903	110380	837406	Check	1	9966	CHROMEBOOKPARTS.COM		Yes	No	No	03/28/2025		404.45
USAP	P50903	110355	837407	Check	1	11981	R6 CLARENCE MARTIN		Yes	No	No	03/28/2025		1,240.00
USAP	P50903	110347	837408	Check	1	11483	DORAN, SCOTT		Yes	No	No	03/28/2025		81.20
USAP	P50903	110378	837409	Check	1	9582	ERICKSON, ANGILEE		Yes	No	No	03/28/2025		33.60
USAP	P50903	110373	837410	Check	1	3800	FOX, MARY ELLEN		Yes	No	No	03/28/2025		141.47
USAP	P50903	110352	837411	Check	1	11938	R1 GREAT MINDS PBC		Yes	No	No	03/28/2025		12,600.00
USAP	P50903	110356	837412	Check	1	12022	HAUER, CHRISTINA		Yes	No	No	03/28/2025		9.10
USAP	P50903	110360	837413	Check	1	1582	HILLYARD INC-MINNEAPOLIS		Yes	No	No	03/28/2025		162.80
USAP	P50903	110361	837414	Check	1	1664	INTERMEDIATE DIST 287		Yes	No	No	03/28/2025		7,014.92
USAP	P50903	110362	837415	Check	1	1679	R1 J.W. PEPPER & SON INC		Yes	No	No	03/28/2025		19.89
USAP	P50903	110379	837416	Check	1	9776	R1 LOFFLER COMPANIES		Yes	No	No	03/28/2025		1,567.50
USAP	P50903	110363	837417	Check	1	1942	MENARDS		Yes	No	No	03/28/2025		20.45
USAP	P50903	110371	837418	Check	1	3150	MIDDLE SCHOOL PETTY CASH FUND		Yes	No	No	03/28/2025		1,300.00
USAP	P50903	110364	837419	Check	1	1982	MINNESOTA DEPT. OF HEALTH		Yes	No	No	03/28/2025		140.00
USAP	P50903	110345	837420	Check	1	10887	MINNESOTA OCCUPATIONAL HEALTH		Yes	No	No	03/28/2025		210.00
USAP	P50903	110358	837421	Check	1	12100	NEI, JESSE		Yes	No	No	03/28/2025		85.00
USAP	P50903	110351	837422	Check	1	11771	NOVA EDUCATION CONSULTANTS		Yes	No	No	03/28/2025		1,680.00
USAP	P50903	110357	837423	Check	1	12084	OTTERNESS, CHAD		Yes	No	No	03/28/2025		50.00
USAP	P50903	110365	837424	Check	1	2251	RATWIK, ROSZAK, & MALONEY P.A.		Yes	No	No	03/28/2025		4,858.19
USAP	P50903	110369	837425	Check	1	2819	REPUBLIC SERVICES #923		Yes	No	No	03/28/2025		8,864.62
USAP	P50903	110366	837426	Check	1	2347	R1 SCHOLASTIC BOOK FAIRS		Yes	No	No	03/28/2025		1,170.99
USAP	P50903	110370	837427	Check	1	2850	R1 SCHOOL SPECIALTY		Yes	No	No	03/28/2025		279.41
USAP	P50903	110349	837428	Check	1	11568	SHEEHAN, CYNDI		Yes	No	No	03/28/2025		99.12
USAP	P50903	110350	837429	Check	1	11724	SQUIRES, WALDSPURGER & MACE P.A.		Yes	No	No	03/28/2025		330.00
USAP	P50903	110374	837430	Check	1	5445	r2 SUMMIT FIRE PROTECTION		Yes	No	No	03/28/2025		315.00
USAP	P50903	110367	837431	Check	1	2519	TEAM SPORTING GOODS		Yes	No	No	03/28/2025		572.00

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Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor					Tax Class	Print	Recon	Void	Date	Amount	
USAP	P50903	110359	837432	Check	1	1575		TESSIER-MORSE, HAILEN						Yes	No	No	03/28/2025	77.00
USAP	P50903	110368	837433	Check	1	2548	R1	T-MOBILE						Yes	No	No	03/28/2025	147.73
USAP	P50903	110377	837434	Check	1	7490		UNIVERSITY LANGUAGE CTR INC						Yes	No	No	03/28/2025	2,797.49
USAP	P50930	110397	837435	Check	1	11847		ABILITY 2 BELIEVE						Yes	No	No	03/31/2025	240.00
USAP	P50930	110431	837436	Check	1	5510		ACCELERATED TECHNOLOGIES						Yes	No	No	03/31/2025	140.00
USAP	P50930	110382	837437	Check	1	1012		ACCLAIM SERVICES, INC						Yes	No	No	03/31/2025	752.50
USAP	P50930	110391	837438	Check	1	1132		BEMIDJI STATE UNIVERSITY						Yes	No	No	03/31/2025	2,050.64
USAP	P50930	110403	837439	Check	1	12103		BEYING, JULIANN						Yes	No	No	03/31/2025	75.00
USAP	P50930	110438	837440	Check	1	8057		BFG SUPPLY CO						Yes	No	No	03/31/2025	2,428.30
USAP	P50930	110429	837441	Check	1	5112		BIO CORPORATION						Yes	No	No	03/31/2025	920.06
USAP	P50930	110394	837442	Check	1	1156		BIX PRODUCE COMPANY LLC						Yes	No	No	03/31/2025	4,117.60
USAP	P50930	110437	837443	Check	1	7937		BROTHERS FIRE & SECURITY						Yes	No	No	03/31/2025	417.00
USAP	P50930	110433	837444	Check	1	7295		CENTURYLINK						Yes	No	No	03/31/2025	171.14
USAP	P50930	110434	837445	Check	1	7332		CENTURYLINK						Yes	No	No	03/31/2025	3,771.38
USAP	P50930	110424	837446	Check	1	2884		CHILDREN'S THEATRE						Yes	No	No	03/31/2025	864.00
USAP	P50930	110405	837447	Check	1	1235		CITY OF HASTINGS						Yes	No	No	03/31/2025	22,079.06
USAP	P50930	110400	837448	Check	1	12002		COLUMN SOFTWARE PBC						Yes	No	No	03/31/2025	16.12
USAP	P50930	110406	837449	Check	1	1251		COMMERCIAL KITCHEN SERVICES						Yes	No	No	03/31/2025	1,045.00
USAP	P50930	110393	837450	Check	1	11555		CUSTOM COMMUNICATIONS INC						Yes	No	No	03/31/2025	246.48
USAP	P50930	110439	837451	Check	1	8840		DEFINITIVE TECHNOLOGY SOLUTIONS						Yes	No	No	03/31/2025	382.99
USAP	P50930	110441	837452	Check	1	9593		DREAMSCAPES BY KRISTI						Yes	No	No	03/31/2025	140.00
USAP	P50930	110392	837453	Check	1	11338		EHLERS AND ASSOCIATES						Yes	No	No	03/31/2025	4,125.00
USAP	P50930	110430	837454	Check	1	5479		ESTR PUBLICATIONS						Yes	No	No	03/31/2025	47.40
USAP	P50930	110407	837455	Check	1	1482		GRAINGER, W.W..						Yes	No	No	03/31/2025	828.95
USAP	P50930	110425	837456	Check	1	3030		GROTH MUSIC						Yes	No	No	03/31/2025	410.95
USAP	P50930	110428	837457	Check	1	3718		HASTINGS PARKS & RECREATION						Yes	No	No	03/31/2025	11,898.60
USAP	P50930	110408	837458	Check	1	1555	R1	HAWKINS, INC.						Yes	No	No	03/31/2025	503.80
USAP	P50930	110410	837459	Check	1	1582	R1	HILLYARD / HUTCHINSON						Yes	No	No	03/31/2025	126.00
USAP	P50930	110409	837460	Check	1	1582		HILLYARD INC-MINNEAPOLIS						Yes	No	No	03/31/2025	822.16
USAP	P50930	110398	837461	Check	1	11943		IMPERIAL DADE						Yes	No	No	03/31/2025	2,389.83
USAP	P50930	110388	837462	Check	1	11207		INFINITE HEALTH COLLABORATIVE						Yes	No	No	03/31/2025	100.00
USAP	P50930	110427	837463	Check	1	3584		INFOPRO LEGAL RESOURCES INC						Yes	No	No	03/31/2025	2,775.00
USAP	P50930	110436	837464	Check	1	7721	R3	INNOVATIVE OFFICE SOLUTIONS						Yes	No	No	03/31/2025	5,211.57
USAP	P50930	110411	837465	Check	1	1679	R1	J.W. PEPPER & SON INC						Yes	No	No	03/31/2025	109.99
USAP	P50930	110432	837466	Check	1	6681		KENNEDY & GRAVEN, CHARTERD						Yes	No	No	03/31/2025	1,357.00
USAP	P50930	110389	837467	Check	1	11261	R2	LAFORCE LLC						Yes	No	No	03/31/2025	1,994.00
USAP	P50930	110412	837468	Check	1	1942		MENARDS						Yes	No	No	03/31/2025	710.84
USAP	P50930	110440	837469	Check	1	9051		MERIDIAN CONSULTING GROUP						Yes	No	No	03/31/2025	336.00

# 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	P50930	110413	837470	Check	1	1977	MINNESOTA COACHES INC		Yes	No	No	03/31/2025		558,667.36
USAP	P50930	110416	837471	Check	1	2195	MSOPA		Yes	No	No	03/31/2025		250.00
USAP	P50930	110414	837472	Check	1	2094	NINE EAGLES PROMOTIONS		Yes	No	No	03/31/2025		350.00
USAP	P50930	110396	837473	Check	1	11771	NOVA EDUCATION CONSULTANTS		Yes	No	No	03/31/2025		90.00
USAP	P50930	110415	837474	Check	1	2163	R1 PAN-O-GOLD BAKING CO		Yes	No	No	03/31/2025		727.90
USAP	P50930	110390	837475	Check	1	11262	R1 PARAGON VISUAL LLC		Yes	No	No	03/31/2025		109.47
USAP	P50930	110404	837476	Check	1	12104	PARTINGTON, DONNA		Yes	No	No	03/31/2025		75.00
USAP	P50930	110386	837477	Check	1	11186	R2 PERFORMANCE FOOD SERVICE		Yes	No	No	03/31/2025		6,113.12
USAP	P50930	110395	837478	Check	1	11740	PRAIRIE FARMS - WOODBOURY, MN		Yes	No	No	03/31/2025		4,449.73
USAP	P50930	110417	837479	Check	1	2266	REGION 3AA		Yes	No	No	03/31/2025		11,214.00
USAP	P50930	110418	837480	Check	1	2341	R1 SCHINDLER ELEVATOR CORP.		Yes	No	No	03/31/2025		70,527.52
USAP	P50930	110423	837481	Check	1	2850	R1 SCHOOL SPECIALTY		Yes	No	No	03/31/2025		509.58
USAP	P50930	110383	837482	Check	1	10865	SCHOOLMART		Yes	No	No	03/31/2025		1,362.98
USAP	P50930	110419	837483	Check	1	2366	SCIENCE MUSEUM OF MN		Yes	No	No	03/31/2025		686.00
USAP	P50930	110420	837484	Check	1	2387	SHERWIN WILLIAMS CO		Yes	No	No	03/31/2025		78.00
USAP	P50930	110401	837485	Check	1	12027	SOCCER SHOTS		Yes	No	No	03/31/2025		1,860.00
USAP	P50930	110384	837486	Check	1	10898	R1 SYMMETRY ENERGY SOLUTIONS		Yes	No	No	03/31/2025		18,894.63
USAP	P50930	110402	837487	Check	1	12034	TEACHERS ON CALL, INC		Yes	No	No	03/31/2025		13,665.28
USAP	P50930	110421	837488	Check	1	2519	TEAM SPORTING GOODS		Yes	No	No	03/31/2025		6,948.68
USAP	P50930	110385	837489	Check	1	11169	TECH ACADEMY/THOMSEN SYSTEMS		Yes	No	No	03/31/2025		45.00
USAP	P50930	110399	837490	Check	1	11994	TGA OF EASTERN TWIN CITIES		Yes	No	No	03/31/2025		3,036.00
USAP	P50930	110435	837491	Check	1	7351	TOAY, GRETCHEN		Yes	No	No	03/31/2025		110.00
USAP	P50930	110422	837492	Check	1	2559	TRIO SUPPLY		Yes	No	No	03/31/2025		2,030.40
USAP	P50930	110426	837493	Check	1	3277	UPPER LAKES FOODS, INC		Yes	No	No	03/31/2025		20,156.31
USAP	P50930	110387	837494	Check	1	11187	R1 VISTAR		Yes	No	No	03/31/2025		2,100.13
USAP	P50915	110303	9834723	Check	1	5907	DULUTH DENFIELD HS		Yes	Yes	No	03/14/2025		200.00
Bank Total:													\$1,583,730.77	
Report Total:													\$1,583,792.60	

# 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		
USPR	p259p1	110124		Wire	1	10929	EDUCATORS BENEFIT CONSULTANTS		No	Yes	No	03/06/2025		69,653.68
USPR	p259p1	110125		Wire	1	1984	MINNESOTA DEPT. OF REVENUE		No	Yes	No	03/06/2025		55,588.04
USPR	p259p1	110126		Wire	1	2016	MN TRA		No	Yes	No	03/06/2025		181,376.52
USPR	p259p1	110127		Wire	1	2705	EFTPS - TAX PAYMENT		No	Yes	No	03/06/2025		333,278.18
USPR	p259p1	110128		Wire	1	3880	MII LIFE		No	Yes	No	03/06/2025		0.00
USPR	p259p1	110129		Wire	1	7771	MINNESOTA PERA (WIRE TRANSFER)		No	Yes	No	03/06/2025		63,726.01
USPR	p259p1	110179		Wire	1	1984	MINNESOTA DEPT. OF REVENUE		No	Yes	No	03/10/2025		1,450.97
USPR	p259p1	110180		Wire	1	2016	MN TRA		No	Yes	No	03/10/2025		5,617.37
USPR	p259p1	110181		Wire	1	2705	EFTPS - TAX PAYMENT		No	Yes	No	03/10/2025		8,319.74
USPR	p259p2	110317		Wire	1	10929	EDUCATORS BENEFIT CONSULTANTS		No	Yes	No	03/24/2025		68,588.26
USPR	p259p2	110318		Wire	1	1984	MINNESOTA DEPT. OF REVENUE		No	Yes	No	03/24/2025		53,593.41
USPR	p259p2	110319		Wire	1	2016	MN TRA		No	Yes	No	03/24/2025		181,663.00
USPR	p259p2	110320		Wire	1	2705	EFTPS - TAX PAYMENT		No	Yes	No	03/24/2025		325,046.01
USPR	p259p2	110321		Wire	1	3880	MII LIFE		No	Yes	No	03/24/2025		0.00
USPR	p259p2	110322		Wire	1	7771	MINNESOTA PERA (WIRE TRANSFER)		No	Yes	No	03/24/2025		50,584.84
USPR	p259p3	110335		Wire	1	3166	BREMER BANK FEES		No	Yes	No	03/26/2025		221.50
USPR	p259p1	110130	105851	Check	1	12077	GURSTEL LAW FIRM PC		Yes	No	No	03/06/2025		563.16
USPR	p259p1	110131	105852	Check	1	1529	HASTINGS EDUCATION ASS'N. MN.		Yes	No	No	03/06/2025		18,295.95
USPR	p259p1	110132	105853	Check	1	1974	MINNESOTA CHILD SUPPORT PYMT C		Yes	No	No	03/06/2025		10.00
USPR	p259p2	110332	105854	Check	1	5234	EDUCATION MINNESOTA		Yes	No	No	03/24/2025		16.00
USPR	p259p2	110323	105855	Check	1	10975	EDUCATION MN HASTINGS ESP'S		Yes	No	No	03/24/2025		1,532.96
USPR	p259p2	110325	105856	Check	1	12077	GURSTEL LAW FIRM PC		Yes	No	No	03/24/2025		542.91
USPR	p259p2	110327	105857	Check	1	1529	HASTINGS EDUCATION ASS'N. MN.		Yes	No	No	03/24/2025		18,295.95
USPR	p259p2	110334	105858	Check	1	7384	HIGH SCHOOL FACULTY SCHOLARSHII		Yes	No	No	03/24/2025		82.00
USPR	p259p2	110328	105859	Check	1	1974	MINNESOTA CHILD SUPPORT PYMT C		Yes	No	No	03/24/2025		10.00
USPR	p259p2	110329	105860	Check	1	2002	MINNESOTA TEAMSTERS LOCAL 320		Yes	No	No	03/24/2025		2,613.00
USPR	p259p2	110326	105861	Check	1	12079	NATIONAL D.R.I.V.E.		Yes	No	No	03/24/2025		8.00
USPR	p259p2	110330	105862	Check	1	2010	NCPERS GROUP LIFE INS -157410		Yes	No	No	03/24/2025		32.00
USPR	p259p2	110333	105863	Check	1	6780	SEIU LOCAL 284		Yes	No	No	03/24/2025		1,611.17
USPR	p259p2	110324	105864	Check	1	11741	ST. CROIX VALLEY FOUNDATION		Yes	No	No	03/24/2025		80.00
USPR	p259p2	110331	105865	Check	1	2576	UNITED WAY		Yes	No	No	03/24/2025		145.00
USPR	p259p3	110336	105866	Check	1	11734	THE HARTFORD		Yes	No	No	03/26/2025		12,246.27

Bank Total: \$1,454,791.90

Report Total: \$1,454,791.90

**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	
USBP	P509B1	110133	1345	Check	1	10938	DERAU CONSTRUCTION LLC		Yes	No	No	03/06/2025	80,085.00
USBP	P509B1	110136	1346	Check	1	4163	R1 MN DEPT OF LABOR & INDUSTRY		Yes	No	No	03/06/2025	150.00
USBP	P509B1	110134	1347	Check	1	11850	RIGHT-WAY CAULKING, INC		Yes	No	No	03/06/2025	61,347.10
USBP	P509B1	110135	1348	Check	1	2663	WOLD ARCHITECTS AND ENGNRS INC		Yes	No	No	03/06/2025	330.05
Bank Total:												\$141,912.15	
Report Total:												\$141,912.15	

**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	P08ASB	110304		Wire	1	9557	BMO HARRIS BANK NA		No	Yes	No	03/18/2025	2,534.92
ACTV	P09AS1	110142	38325	Check	1	11227	BMK ARRANGEMENTS		Yes	Yes	No	03/07/2025	800.00
ACTV	P09AS1	110143	38326	Check	1	2137	R2 ELITE SPORTSWEAR		Yes	Yes	No	03/07/2025	3,215.50
ACTV	P09AS1	110144	38327	Check	1	3030	GROTH MUSIC		Yes	Yes	No	03/07/2025	37.99
ACTV	P09AS2	110193	38328	Check	1	12099	AERIAL ILLUMINATIONS		Yes	No	No	03/14/2025	1,667.00
ACTV	P09AS2	110190	38329	Check	1	12019	ENDRES, SAM		Yes	No	No	03/14/2025	408.69
ACTV	P09AS2	110191	38330	Check	1	12095	STANDING O MARCHING		Yes	Yes	No	03/14/2025	2,000.00
ACTV	P09AS2	110192	38331	Check	1	12098	THE PULSERA PROJECT		Yes	Yes	No	03/14/2025	631.00
ACTV	P09AS4	110343	38332	Check	1	7370	ADAGIO DJAY ENTERTAINMENT		Yes	No	No	03/28/2025	1,445.00
ACTV	P09AS4	110342	38333	Check	1	1977	MINNESOTA COACHES INC		Yes	No	No	03/28/2025	3,910.04
ACTV	P09AS4	110344	38334	Check	1	8678	RICHEY ATHLETICS		Yes	No	No	03/28/2025	1,390.00
Bank Total:												\$18,040.14	
Report Total:												\$18,040.14	

**HASTINGS PUBLIC SCHOOLS**  
**Payment Reg by Bank and Check**

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
SCH	P5091P	110123	304587	Check	1	1670	INVER HILLS COMMUNITY COLLEGE		Yes	No	No	03/04/2025	2,000.00
SCH	P5091P	110122	304588	Check	1	11324	WINONA STATE UNIVERSITY		Yes	No	No	03/04/2025	2,000.00
SCH	P5092P	110182	304589	Check	1	11306	DAKOTA COUNTY TECHNICAL COLLEG		Yes	No	No	03/11/2025	1,000.00
SCH	P5092P	110183	304590	Check	1	12093	MINNEAPOLIS COMMUNITY AND TECH		Yes	No	No	03/11/2025	1,000.00
SCH	P5093P	110185	304591	Check	1	5340	GUSTAVUS ADOLPHUS COLLEGE		Yes	No	No	03/13/2025	2,000.00
SCH	P5094P	110337	304592	Check	1	11327	MINNESOTA STATE UNIVERSITY, MANK		Yes	No	No	03/27/2025	1,000.00
Bank Total:												\$9,000.00	
Report Total:												\$9,000.00	

## HASTINGS PUBLIC SCHOOLS

### Dental Self-Funded Summary

#### Period Ending March 31, 2025

Sequence: Crs, Org, Fd

										25REV				% YTD		Remaining
Description										Annual Budget	Period 202509	Year To Date	% YTD	Encumbrances	+ Enc	Balance
R	20	000	000	000	087	000	422	000	EE Unpaid Premiums	0.00	0.00	0.00	0%	0.00	0%	0.00
R	20	000	000	000	092	000	422	000	Interest-Dental	(40,000.00)	(3,189.43)	(43,862.58)	110%	0.00	110%	3,862.58
R	20	000	000	000	095	000	422	000	Employer Share/Premiums	(485,023.00)	(41,929.26)	(365,354.63)	75%	0.00	75%	(119,668.37)
R	20	000	000	000	097	000	422	000	Employee Share/Premiums	(99,342.00)	(9,980.18)	(75,884.72)	76%	0.00	76%	(23,457.28)
R	20	000	000	000	098	000	422	000	Retiree-Cobra Share/Premiurr	(122,310.00)	(10,334.95)	(95,863.82)	78%	0.00	78%	(26,446.18)
E	20	005	105	000	236	000	422	000	Dental Insurance Claims	615,081.00	51,808.80	480,344.16	78%	0.00	78%	134,736.84
E	20	005	105	000	301	000	422	000	Fees-Carrier & Consultant	35,964.00	3,051.00	27,392.55	76%	0.00	76%	8,571.45
E	20	005	105	000	302	000	422	000	Claims-Dental	0.00	0.00	0.00	0%	0.00	0%	0.00
<b>000 Districtwide</b>										<b>(95,630.00)</b>	<b>(10,574.02)</b>	<b>(73,229.04)</b>	<b>77%</b>	<b>0.00</b>	<b>77%</b>	<b>(22,400.96)</b>
<b>Report Totals:</b>										<b>(95,630.00)</b>	<b>(10,574.02)</b>	<b>(73,229.04)</b>	<b>77%</b>	<b>0.00</b>	<b>77%</b>	<b>(22,400.96)</b>

# HASTINGS PUBLIC SCHOOLS

## Health Self-Funded Summary

### Period Ending March 31, 2025

Sequence: Crs, Org, Fd

										25REV				% YTD	Remaining	
										Annual Budget	Period 202509	Year To Date	% YTD	Encumbrances	+ Enc	Balance
										Description						
R	21	000	000	000	087	000	422	000	EE Unpaid Premiums	0.00	0.00	0.00	0%	0.00	0%	0.00
R	21	000	000	000	095	000	422	000	Employer Share/Premiums	(8,166,826.00)	(614,424.88)	(5,124,106.43)	63%	0.00	63%	(3,042,719.57)
R	21	000	000	000	097	000	422	000	Employee Share/Premiums	(1,220,330.00)	(121,092.09)	(1,277,830.74)	105%	0.00	105%	57,500.74
R	21	000	000	000	098	000	422	000	Retiree-Cobra Share/Premiurr	(444,961.00)	(28,558.75)	(329,173.42)	74%	0.00	74%	(115,787.58)
R	21	000	000	000	099	000	422	000	ER/Trust Share for Retirees	(27,899.00)	(7,076.00)	(61,523.00)	221%	0.00	221%	33,624.00
R	21	000	000	000	092	000	422	000	Interest -Health	(165,000.00)	(8,892.33)	(126,623.41)	77%	0.00	77%	(38,376.59)
E	21	005	105	000	314	000	422	000	Springbuk Fee \$1/pm/pm	4,968.00	1,239.00	3,684.00	74%	0.00	74%	1,284.00
E	21	005	105	000	317	000	422	000	Network Fees	0.00	250.00	1,541.65	0%	0.00	0%	(1,541.65)
E	21	005	105	000	322	000	422	000	PaydHealth Fees	0.00	0.00	0.00	0%	0.00	0%	0.00
E	21	005	105	000	223	000	422	000	Medical Insurance Claims	7,990,000.00	464,952.33	3,827,041.72	48%	0.00	48%	4,162,958.28
E	21	005	105	000	224	000	422	000	Pharmacy Claims	1,410,000.00	209,797.19	1,774,268.67	126%	0.00	126%	(364,268.67)
E	21	005	105	000	300	000	422	000	Pharmacy Rebates/Admin Fex	(100,000.00)	(39,069.19)	(291,873.90)	292%	0.00	292%	191,873.90
E	21	005	105	000	301	000	422	000	Vebea/Flex/TrustPoint	20,000.00	1,470.50	13,533.54	68%	0.00	68%	6,466.46
E	21	005	105	000	302	000	422	000	Claims-Medical	0.00	0.00	0.00	0%	0.00	0%	0.00
E	21	005	105	000	305	000	422	000	Claims-Pharmacy/RX	0.00	0.00	0.00	0%	0.00	0%	0.00
E	21	005	105	000	307	000	422	000	Health Carrier TPA	243,829.00	20,122.80	175,991.60	72%	0.00	72%	67,837.40
E	21	005	105	000	308	000	422	000	StopLoss	506,134.00	39,135.16	316,884.63	63%	0.00	63%	189,249.37
E	21	005	105	000	309	000	422	000	Fitness reimbursements	0.00	0.00	0.00	0%	0.00	0%	0.00
E	21	005	105	000	312	000	422	000	Consultant-OneDigital \$40,00	41,200.00	0.00	20,600.00	50%	0.00	50%	20,600.00
<b>000 Districtwide</b>										<b>91,115.00</b>	<b>(82,146.26)</b>	<b>(1,077,585.09)</b>	<b>(1183%)</b>	<b>0.00</b>	<b>(1183%)</b>	<b>1,168,700.09</b>
R	21	000	000	000	094	326	422	000	Employer-VEBA Trust Rev	(654,000.00)	(62,936.00)	(525,285.67)	80%	0.00	80%	(128,714.33)
R	21	000	000	000	089	326	422	000	Employer-PCORI-ACA	(3,321.00)	0.00	(3,321.00)	100%	0.00	100%	0.00
E	21	005	105	000	301	326	422	000	Employer-VEBA Trust Pmt.	654,000.00	62,936.00	525,135.63	80%	0.00	80%	128,864.37
E	21	005	105	000	313	326	422	000	Employer-PCORI- ACA	3,321.00	0.00	3,321.00	100%	0.00	100%	0.00
<b>326 District Additional R/E</b>										<b>0.00</b>	<b>(0.00)</b>	<b>(150.04)</b>	<b>0%</b>	<b>0.00</b>	<b>0%</b>	<b>150.04</b>
E	21	005	105	000	335	331	422	000	Short-Term Lease/Rental	0.00	(3,580.40)	0.00	0%	0.00	0%	0.00
<b>331 Wellness R/E</b>										<b>0.00</b>	<b>(3,580.40)</b>	<b>0.00</b>	<b>0%</b>	<b>0.00</b>	<b>0%</b>	<b>0.00</b>
<b>Report Totals:</b>										<b>91,115.00</b>	<b>(85,726.66)</b>	<b>(1,077,735.13)</b>	<b>(1183%)</b>	<b>0.00</b>	<b>(1183%)</b>	<b>1,168,850.13</b>

**HR PERSONNEL REPORT**

**Board Meeting Date:**

**4.23.25**

**RETIREMENT/RESIGNATION/TERMINATION**

<b>NAME</b>	<b>STATUS</b>	<b>ASSIGNMENT</b>	<b>EMPLOYEE GROUP</b>	<b>EFFECTIVE DATE</b>
Byers, Katie	Resignation	Special Education Teacher; 1.0 FTE Pinecrest Elementary	ED MN - Teachers	June 6, 2025
Champa, Tamara	Resignation	Superintendent District Wide	N/A	June 30, 2025
Cole, Melissa	Resignation	Speech Pathologist, 1.0 FTE McAuliffe Elementary	ED MN - Teachers	June 6, 2025
Gremms, Carly	Resignation	Nurse; 7.5 Hours / Day Pinecrest Elementary	Unaffiliated	June 6, 2025
Jorgensen, Gabe	Resignation	Maintenance Specialist; 8 Hours / Day McAuliffe, Pinecrest & Kennedy Elementary	Custodian	April 4, 2025
Lindberg, Jean	Retirement	Math Teacher; 1.0 FTE Hastings High School & Middle School	ED MN - Teachers	June 6, 2025
Lubich, Emily	Resignation	Nurse; 7.5 Hours / Day McAuliffe Elementary	Unaffiliated	April 11, 2025
Marsh, Lori	Retirement	Administrative Assistant; 8 Hours / Day Hastings Middle School	Secretary (HESA)	June 20, 2025
Niedermayer, Jessica	Resignation	Academic Resource Coach, 1.0 FTE Kennedy Elementary	ED MN - Teachers	June 6, 2025
Pasch, Mary	Retirement	English Teacher; 1.0 FTE Hastings Middle School	ED MN - Teachers	June 6, 2025
Petersen, Jill	Resignation	Director of Special Services District Wide	Administrators	June 30, 2025
Ryan, Cassie	Resignation	School Psychologist; 1.0 FTE Hastings High School	ED MN - Teachers	June 6, 2025
Richter, Megan	Resignation	Special Education Teacher; 1.0 FTE Hastings Middle School	ED MN - Teachers	June 6, 2025
Swenson, Sara	Resignation	Special Education Teacher; 1.0 FTE Hastings High School	ED MN - Teachers	June 6, 2025
Villavicencio, Lacey	Resignation	Special Education Teacher; 1.0 FTE Hastings Middle School	ED MN - Teachers	June 6, 2025
Walla, Brenda	Resignation	Paraprofessional; 6.25 Hours / Day McAuliffe Elementary	ED MN - ESP	April 10, 2025
Wusterbarth, Kelly	Resignation	Speech Pathologist; 1.0 FTE Pinecrest Elementary	ED MN - Teachers	June 6, 2025

**HIRES / REHIRES**

<b>NAME</b>	<b>ASSIGNMENT</b>	<b>SALARY PLACEMENT/HOURLY RATE</b>	<b>EMPLOYEE GROUP</b>	<b>EFFECTIVE DATE</b>
Chandler, Laurie	Support Staff Substitute; Hours Vary District Office	\$17.84 / Hour	N/A	April 4, 2025
Hacken, Kay	Activities Paraprofessional; 1.75 Hours / Day Hastings Middle School	21.45 / Hour	N/A	April 14, 2025

Kleis, Kate	Kids Campus- Student Substitute; Hours Vary District Wide	\$11.25 / Hour	N/A	April 15, 2025
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**ASSIGNMENT CHANGES**

NAME	FROM	TO	EMPLOYEE GROUP	EFFECTIVE DATE(S)
Bollig, Brandon	Lead Custodian; 8 Hours / Day \$26.96 / Hour Hastings Middle School	Maintenance Specialist; 8 Hours / Day \$30.54 / Hour District Wide	Custodian	April 21, 2025
Lefebvre, Kristin	Paraprofessional; 6.25 Hours / Day Hastings High School	Paraprofessional Substitute; Hours Vary District Wide	N/A	April 2, 2025

**LEAVE APPROVAL**

NAME	STATUS	ASSIGNMENT	EMPLOYEE GROUP	EFFECTIVE DATE(S)

**LAYOFF**

NAME	STATUS	ASSIGNMENT	EMPLOYEE GROUP	EFFECTIVE DATE
Shofner, Beth	Layoff	Instructional Lab Tech; 8 Hours / Day McAuliffe Elementary	Technology	June 6, 2025
Livingston, Wendy	Layoff	Instructional Lab Tech; 8 Hours / Day Pinecrest Elementary	Technology	June 6, 2025
Byrnes, Amanda	Layoff	Instructional Lab Tech; 8 Hours / Day Kennedy Elementary	Technology	June 5, 2025



## **101 LEGAL STATUS OF THE SCHOOL DISTRICT**

### **I. PURPOSE**

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

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

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

### **III. RELATIONSHIP TO OTHER ENTITIES**

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

### **IV. POWERS AND AUTHORITY OF THE SCHOOL DISTRICT**

#### **A. Funds**

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

of funds entrusted to them.

B. Raising Funds

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

C. Property

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

D. Contracts

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

E. Textbooks, Educational Materials, and Studies

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

F. Actions and Suits

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

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

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

*Date Reviewed:* 02.21.2025

*Date Adopted:*

*Date Revised:*



## 102 EQUAL EDUCATIONAL OPPORTUNITY

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

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

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

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

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

*Reviewed:*            02.21.2025~~09.22.2024~~  
*Adopted:*            07.31.2024  
*Revised:*            07.01.2024



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

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

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

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

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

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

*Policy Adopted:* *12.08.2021*

*Policy Revised:* *12.02.2021*



## 406 PUBLIC AND PRIVATE PERSONNEL DATA

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

### III. DEFINITIONS

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

~~employee making the suggestion.~~

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

#### **IV. PUBLIC PERSONNEL DATA**

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

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

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

1. veteran status;

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

reached, or both at the request of the appointee;

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

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

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

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

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

## **V. PRIVATE PERSONNEL DATA**

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

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

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

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

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

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

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

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

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

contact with a student, if

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

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

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

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

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

## **VI. MULTIPLE CLASSIFICATIONS**

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

## **VII. CHANGE IN CLASSIFICATIONS**

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

## **VIII. RESPONSIBLE AUTHORITY**

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

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

## **IX. EMPLOYEE AUTHORIZATION/RELEASE FORM**

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

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

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

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## **410 FAMILY AND MEDICAL LEAVE POLICY**

### **I. PURPOSE**

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

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

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

### **III. DEFINITIONS**

A. “Covered active duty” means:

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

B. “Covered servicemember” means:

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

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

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

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

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

#### **IV. LEAVE ENTITLEMENT**

##### **A. Twelve-week Leave under Federal Law**

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

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

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

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

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

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

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

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

B. Twelve-week Leave under State Law

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

C. Twenty-six-week Servicemember Family Military Leave

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

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

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

## **V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES**

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

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

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

## **VI. OTHER**

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

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

## **VII. DISSEMINATION OF POLICY**

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

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

**Cross References:** *None*

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

### **I. PURPOSE**

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

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

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

### **III. DEFINITIONS**

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

by accidental means:

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

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

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

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

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

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

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

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

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

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

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

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

## **V. INVESTIGATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

### **I. PURPOSE**

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

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

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

### **III. DEFINITIONS**

#### A. "Abuse" means:

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

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

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

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

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

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

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

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

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

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

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

## V. INVESTIGATION

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

## VI. DISSEMINATION OF POLICY AND TRAINING

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

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

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

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

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## 515 PROTECTION AND PRIVACY OF PUPIL RECORDS

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

### III. DEFINITIONS

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

#### D. Directory Information

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

## E. Education Records

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

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

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

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

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

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

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

F. Education Support Services Data

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

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

G. Eligible Student

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

H. Juvenile Justice System

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

I. Legitimate Educational Interest

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

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

J. Parent

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

K. Personally Identifiable

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

L. Record

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

and microfiche.

M. Responsible Authority

“Responsible authority” means Superintendent or designee.

N. Student

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

O. School Official

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

P. Summary Data

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

Q. Other Terms and Phrases

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

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

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

regulations promulgated thereunder.

## V. STATEMENT OF RIGHTS

### A. Rights of Parents and Eligible Students

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

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

### B. Eligible Students

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

### C. ~~Disabled~~ Students with a Disability

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

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

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

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

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

6. Eligible Student Consent

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

B. Prior Consent for Disclosure Not Required

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Nonpublic School Students

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

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

**VII. RELEASE OF DIRECTORY INFORMATION**

A. Educational Data

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

B. Former Students

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

C. Present Students and Parents

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

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

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

D. Procedure for Obtaining Nondisclosure of Directory Information

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

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

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

E. Duration

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

## VIII. **DISCLOSURE OF PRIVATE RECORDS**

A. Private Records

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

B. Private Records Not Accessible to Parent

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

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

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

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

C. Private Records Not Accessible to Student

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

D. Military-Connected Youth Identifier

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

**IX. DISCLOSURE OF CONFIDENTIAL RECORDS**

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

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

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

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

C. Investigative Data

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

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

the civil legal action;

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

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

**D. Chemical Abuse Records**

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

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

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

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

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

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

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

- educational opportunities provided by the military; ~~and~~
2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and
  3. copying fees shall not be imposed.
- C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority in writing by the first day of school each year. The written request must include the following information:
1. Name of student and parent, as appropriate;
  2. Home address;
  3. Student's grade level;
  4. School presently attended by student;
  5. Parent's legal relationship to student, if applicable;
  6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
  7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, phone number, and grade level of students as directory

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

## **XII. LIMITS ON REDISCLOSURE**

### **A. Redisclosure**

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

### **B. Redisclosure Not Prohibited**

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

### **C. Classification of Disclosed Data**

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

### **D. Notification**

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Record Keeping

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

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

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

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

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

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

##### **B. Response to Request for Access**

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

C. Right to Inspect and Review

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

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

D. Form of Request

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

E. Collection of Student Records

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

F. Records Containing Information on More Than One Student

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

G. Authority to Inspect or Review

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

#### H. Fees for Copies of Records

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

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

#### A. Request to Amend Education Records

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

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

**B. Right to a Hearing**

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

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

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

C. Conduct of Hearing

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

D. Appeal

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

**XVI. PROBLEMS ACCESSING DATA**

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

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

A. Where to File Complaints

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

B. Content of Complaint

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

**XVIII. WAIVER**

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

**XIX. ANNUAL NOTIFICATION OF RIGHTS**

A. Contents of Notice

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

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

educational interests; and

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

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

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

**C. Notification to Parents or Eligible Students Who are Disabled**

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

**XX. DESTRUCTION AND RETENTION OF RECORDS**

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

**XXI. COPIES OF POLICY**

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

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

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

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

*ISD 200 Policy 417 (Chemical Use and Abuse)*

*ISD 200 Policy 506 (Student Discipline)*

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

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

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

*ISD 200 Policy 520 (Student Surveys)*

*ISD 200 Policy 722 (Public Data Requests)*

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

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

*Policy Adopted:* 07.31.2024

*Policy Revised:* 07.01.2024

**714 FUND BALANCES**

**I. PURPOSE**

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

**II. GENERAL STATEMENT OF POLICY**

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

**III. DEFINITIONS**

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

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

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

#### **IV. CLASSIFICATION OF FUND BALANCES**

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

#### **V. MINIMUM FUND BALANCE**

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

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

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

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

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

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

**VI. ORDER OF RESOURCE USE**

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

**VII. COMMITTING FUND BALANCE**

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

**VIII. ASSIGNING FUND BALANCE**

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

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

**IX. REVIEW**

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

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

**Cross References:** *None*

**Policy Reviewed:** *028.2+1.20252*

*Policy Adopted:*

*05.18.2011*

*Policy Revised:*

*09.28.2022*



## 722 PUBLIC DATA REQUESTS

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

### III. DEFINITIONS

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

government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public's own computer equipment.

- G. Not Public Data: Any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic.
- H. Nonpublic Data: Data not on individuals made by statute or federal law applicable to the data: (a) not accessible to the public; and (b) accessible to the subject, if any, of the data.
- I. Private Data on Individuals: Data made by statute or federal law applicable to the data: (a) not public; and (b) accessible to the individual subject of those data.
- J. Protected Nonpublic Data: Data not on individuals made by statute or federal law applicable to the data (a) not public and (b) not accessible to the subject of the data.
- K. Public Data: ~~“Public data” means~~ All government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.
- L. Public Data Not on Individuals: Data accessible to the public pursuant to Minnesota Statutes section 13.03.
- M. Public Data on Individuals: Data accessible to the public in accordance with the provisions of section 13.03.
- N. Responsible Authority: ~~“Responsible authority” means~~ The individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent. The Data Practices Contact is the Director of Human Resources.
- O. Summary Data: ~~“Summary data” m~~ Means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify an individual is ascertainable. Unless classified pursuant to Minnesota Statutes section 13.06, another statute, or federal law, summary data is public.

#### **IV. REQUESTS FOR PUBLIC DATA**

A. All requests for Public Data must be made in writing directed to the responsible authority.

1. A request for public data must include the following information:
  - a) Date the request is made;
  - b) A clear description of the data requested;
  - c) Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
  - d) Method to contact the requestor (such as phone number, address, or email address).
2. Unless specifically authorized by statute, the school district may not require persons to identify themselves, state a reason for, or justify a request to gain access to public government data. A person may be asked to provide certain identifying or clarifying information for the sole purpose of facilitating access to the data.
3. The identity of the requestor is public, if provided, but cannot be required by the government entity.
4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows.

1. The responsible authority will notify the requestor in writing as follows:
  - a) The requested data does not exist; or
  - b) The requested data does exist but either all or a portion of the data is not accessible to the requestor; or
    - (1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.
    - (2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of

federal law upon which the denial was based.

- c) The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.
2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.
3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.
4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.
5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

## **V. REQUEST FOR SUMMARY DATA**

- A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.
  1. A request for the preparation of summary data must include the following information:
    - a) Date the request is made;
    - b) A clear description of the data requested;
    - c) Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and
    - d) Method to contact requester (phone number, address, or email address).
- B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requester of the following:
  1. The estimated costs of preparing the summary data, if any; and
  2. The summary data requested; or

3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or
  4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.
- C. The school district will require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

## **VI. DATA BY AN INDIVIDUAL DATA SUBJECT**

- A. Collection and storage of all data on individuals and the use and dissemination of private and confidential data on individuals shall be limited to that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.
- B. Private or confidential data on an individual shall not be collected, stored, used, or disseminated by the school district for any purposes other than those stated to the individual at the time of collection in accordance with Minnesota Statutes section 13.04, except as provided in Minnesota Statutes section 13.05, subdivision 4.
- C. Upon request to the responsible authority or designee, an individual shall be informed whether the individual is the subject of stored data on individuals, and whether it is classified as public, private or confidential. Upon further request, an individual who is the subject of stored private or public data on individuals shall be shown the data without any charge and, if desired, shall be informed of the content and meaning of that data.
- D. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six months thereafter unless a dispute or action pursuant to this section is pending or additional data on the individual has been collected or created.
- E. The responsible authority or designee shall provide copies of the private or public data upon request by the individual subject of the data. The responsible authority or designee may require the requesting person to pay the actual costs of making and certifying the copies.
- F. The responsible authority or designee shall comply immediately, if possible, with any request made pursuant to this subdivision, or within ten days of the date of the request, excluding Saturdays, Sundays and legal holidays, if immediate compliance is not possible.
- G. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify in writing the responsible

authority describing the nature of the disagreement. The responsible authority shall within 30 days either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.

- H. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act relating to contested cases. Upon receipt of an appeal by an individual, the commissioner shall, before issuing the order and notice of a contested case hearing required by Minnesota Statutes chapter 14, try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.
- I. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a government entity without regard to the requirements of Minnesota Statutes section 138.17.
- J. After completing, correcting, or destroying successfully challenged data, the school district may retain a copy of the commissioner of administration's order issued under Minnesota Statutes chapter 14 or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

## **VII. REQUESTS FOR DATA BY AN INDIVIDUAL SUBJECT OF THE DATA**

- A. All requests for individual subject data must be made in writing directed to the responsible authority.
- B. A request for individual subject data must include the following information:
  - 1. Statement that one is making a request as a data subject for data about the individual or about a student for whom the individual is the parent or guardian;
  - 2. Date the request is made;
  - 3. A clear description of the data requested;
  - 4. Proof that the individual is the data subject or the data subject's parent or guardian;
  - 5. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

6. Method to contact the requestor (such as phone number, address, or email address).
- C. The identity of the requester of private data is private.
- D. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.
- E. Policy 515 (Protection and Privacy of Pupil Records) addresses requests of students or their parents for educational records and data.

## **VIII. COSTS**

### **A. Public Data**

1. The school district will charge for copies provided as follows:
  - a) 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.
  - b) More than 100 pages or copies of other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.
    - (1) The actual cost of retrieving and making copies includes employee time, the cost of the materials onto which the data is copied and mailing costs (if any).
    - (2) Also, if the school district does not have the capacity to make the copies, retrieve the information, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.
2. All charges must be paid for in cash in advance of receiving the copies.

### **B. Summary Data**

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.
2. The school district may assess costs associated with the preparation of summary data as follows:
  - a) The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;
  - b) The school district may consider the reasonable value of the summary data

prepared and, where appropriate, reduce the costs assessed to the requestor.

C. Data Belonging to an Individual Subject

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

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

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

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

**IX. ANNUAL REVIEW AND POSTING**

- A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.
- B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the school district that is easily accessible to the public or by posting them on the school district's website.

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

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

*Policy Review:*         02.21.2025~~05.30.2024~~

*Policy Adopted:*       08.28.2024

*Policy Revised:*       06.28.2023



## **806 CRISIS MANAGEMENT**

### **I. PURPOSE**

The purpose of this Crisis Management Policy is to act as a guide for the school district and building administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district.

The school district will engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their building-specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

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

This policy has been created in consultation with local community response agencies and other appropriate individuals and groups likely to be involved in assisting with a school emergency. It is designed so that each building administrator can tailor an emergency management plan to meet that building's specific situation and needs.

### **III. GENERAL EMERGENCY PROCEDURES**

The emergency procedures include general emergency plans for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. These districtwide procedures may be modified by a building principal when creating the building specific emergency management plans. The plans should designate the individual(s) who will determine when these actions will be taken and must include assigned duties for employees.

All general emergency procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

### **IV. EMERGENCY MANAGEMENT ELEMENTS**

- A. In the event of an emergency, the principal or administration will immediately contact the superintendent or designee with the status of the emergency situation and begin implementation of the emergency plan as determined by the assessment of the situation.
- B. The superintendent or designee will implement a command team if the emergency necessitates such action. The team will take action as required.

C. The school's emergency procedures will be kept on file, and be readily available in the school buildings to address emergencies, not limited to the following:

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

D. In addition, the school's emergency procedures will address the following plans and documents:

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

4. Crisis Communication Plan
5. Post-Crisis Procedures
6. Staff Training
7. Facility Diagrams
8. Offsite Locations
9. Emergency Contacts

## **V. TRAINING AND PREPARATION FOR EMERGENCIES**

- A. The district administration will ensure that proper training and response preparation for emergencies occurs on an ongoing basis. The building principal is responsible for training school employees and students on emergency response procedures at each site.
- B. Required school safety drills will be coordinated at each site by the building principal, in cooperation with local emergency management agencies.
- C. Each school site will have employees certified in cardiopulmonary resuscitation (CPR) who will serve as the emergency care team that will respond to a medical emergency. The team training and medical emergency procedures will be coordinated by the health services coordinator.

## **VI. ACTIVE SHOOTER DRILL**

- A. Definitions
  1. "Active shooter drill" means an emergency preparedness drill designed to teach students, teachers, school personnel, and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school. An active shooter drill is not an active shooter simulation, nor may an active shooter drill include any sensorial components, activities, or elements which mimic a real life shooting.
  2. "Active shooter simulation" means an emergency exercise including full-scale or functional exercises, designed to teach adult school personnel and staff how to respond in the event of an armed intruder on campus or an armed assailant in the immediate vicinity of the school which also incorporates sensorial components, activities, or elements mimicking a real life shooting. Activities or elements mimicking a real life shooting include, but are not limited to, simulation of tactical response by law enforcement. An active shooter simulation is not an active shooter drill.
  3. "Evidence-based" means a program or practice that demonstrates any of the

following:

- a) a statistically significant effect on relevant outcomes based on any of the following:
  - (i) strong evidence from one or more well-designed and well-implemented experimental studies;
  - (ii) moderate evidence from one or more well-designed and well-implemented quasi-experimental studies; or
  - (iii) promising evidence from one or more well-designed and well-implemented correlational studies with statistical controls for selection bias; or
- a) a rationale based on high-quality research findings or positive evaluations that the program or practice is likely to improve relevant outcomes, including the ongoing efforts to examine the effects of the program or practice.
2. "Full-scale exercise" means an operations-based exercise that is typically the most complex and resource-intensive of the exercise types and often involves multiple agencies, jurisdictions, organizations, and real-time movement of resources.
3. "Functional exercises" means an operations-based exercise designed to assess and evaluate capabilities and functions while in a realistic, real-time environment, however, movement of resources is usually simulated.

## B. Criteria

An active shooter drill conducted according to Minnesota Statutes, section 121A.037 with students in early childhood through grade 12 must be:

1. accessible;
2. developmentally appropriate and age appropriate, including using appropriate safety language and vocabulary;
3. culturally aware;
4. trauma-informed; and
5. inclusive of accommodations for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

## C. Student Mental Health and Wellness

Active shooter drill protocols must include a reasonable amount of time immediately following the drill for teachers to debrief with their students. The opportunity to debrief must be provided to students before regular classroom activity may resume. During the debrief period, students must be allowed to access any mental health services available on campus, including counselors, school psychologists, social workers, or cultural liaisons. An active shooter drill must not be combined or conducted consecutively with any other type of emergency preparedness drill. An active shooter drill must be accompanied by an announcement prior to commencing. The announcement must use concise and age-appropriate language and, at a minimum, inform students there is no immediate danger to life and safety.

#### D. Notice

1. The school district must provide notice of a pending active shooter drill to every student's parent or legal guardian before an active shooter drill is conducted. Whenever practicable, notice must be provided at least 24 hours in advance of a pending active shooter drill and inform the parent or legal guardian of the right to opt their student out of participating.
2. If a student is opted out of participating in an active shooter drill, no negative consequence must impact the student's general school attendance record nor may nonparticipation alone make a student ineligible to participate in or attend school activities.
3. The Commissioner of the Minnesota Department of Education must ensure the availability of alternative safety education for students who are opted out of participating or otherwise exempted from an active shooter drill. Alternative safety education must provide essential safety instruction through less sensorial safety training methods and must be appropriate for students with mobility restrictions, sensory needs, developmental or physical disabilities, mental health needs, and auditory or visual limitations.

#### E. Participation in Active Shooter Drills

Any student in early childhood through grade 12 must not be required to participate in an active shooter drill that does not meet the criteria set forth above.

#### F. Active Shooter Simulations

A student must not be required to participate in an active shooter simulation. An active shooter simulation must not take place during regular school hours if a majority of students are present, or expected to be present, at the school. A parent or legal guardian of a student in grades 9 through 12 must have the opportunity to opt their student into participating in an active shooter simulation.

## G. Violence Prevention

1. A school district conducting an active shooter drill must provide students in middle school and high school at least one hour, or one standard class period, of violence prevention training annually.
2. The violence prevention training must be evidence-based and may be delivered in-person, virtually, or digitally. Training must, at a minimum, teach students the following:
  - a) how to identify observable warning signs and signals of an individual who may be at risk of harming oneself or others;
  - b) the importance of taking threats seriously and seeking help; and
  - c) the steps to report dangerous, violent, threatening, harmful, or potentially harmful activity.
3. A school district must ensure that students have the opportunity to contribute to their school's safety and violence prevention planning, aligned with the recommendations for multihazard planning for schools, including but not limited to:
  - a) student opportunities for leadership related to prevention and safety;
  - b) encouragement and support to students in establishing clubs and programs focused on safety; and
  - c) providing students with the opportunity to seek help from adults and to learn about prevention connected to topics including bullying, sexual harassment, sexual assault, and suicide.

## H. Board Meeting

At a regularly scheduled school board meeting, a school board of a district that has conducted an active shooter drill must consider the following:

1. the effect of active shooter drills on the safety of students and staff; and
2. the effect of active shooter drills on the mental health and wellness of students and staff.

## VII. SPECIAL NEEDS PROCEDURES FOR STAFF AND CHILDREN

The school's crisis management team will meet in the fall of each year to ensure that there are specific procedures for the safe sheltering/evacuation of each student and staff member with special needs as well as transporting necessary medications and medical equipment used by students and staff during the school day. In addition, all staff at each site will be

trained on specific procedures for evacuating students and staff with special needs.

**Legal References:** *Minn. Stat. Ch. 12 (Emergency Management)*  
*Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)*  
*Minn. Stat. § 121A.035 (Crisis Management Policy)*  
*Minn. Stat. § 121A.038 (Students Safe at School)*  
*Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)*  
*Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)*  
*Minn. Stat. § 326B.02, Subd. 6 (Powers)*  
*Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)*  
*Minn. Stat. § 609.605, Subd. 4 (Trespasses)*  
*Minn. Rules Part 7511 (Fire Code)*  
*20 U.S.C. § 1681 et seq. (Title IX)*  
*20 U.S.C. § 6301 et seq. (Every Student Succeeds Act)*  
*20 U.S.C. § 7912 (Unsafe School Choice Option)*  
*42 U.S.C. § 5121 et seq. (Disaster Relief and Emergency Assistance)*

**Cross References:** *ISD 200 Policy 413 (Harassment and Violence)*  
*ISD 200 Policy 501 (School Weapons Policy)*  
*ISD 200 Policy 506 (Student Discipline)*  
*ISD 200 Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)*  
*ISD 200 Policy 903 (Visitors to School District Buildings and Sites)*  
*Comprehensive School Safety Guide*  
[Minnesota School Safety Center - Resources \(mn.gov\)](#)

*Policy Reviewed:* 026.21.2025<sup>4</sup>  
*Policy Adopted:* 08.28.2024  
*Policy Revised:* 07.01.2024



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

**I. PURPOSE**

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

**II. GENERAL STATEMENT OF POLICY**

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

**III. DEFINITIONS**

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

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

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

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

#### **IV. GUIDELINES**

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

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

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

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

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

## **V. TIME, PLACE, AND MANNER OF DISTRIBUTION**

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

## VI. PROCEDURES

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

## VII. VIOLATION OF POLICY

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

## VIII. IMPLEMENTATION

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

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

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

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

*Policy Reviewed:* 02.07.2025

*Policy Adopted:*

*Policy Revised:*



## **206.1FRM PUBLIC PARTICIPATION AT SCHOOL BOARD MEETINGS - PROCEDURE & REQUEST FORM**

To speak during the public comment portion of a regularly scheduled board meeting, please review the procedures below, complete this form, and submit it in person to the district office at 1000 W. 11<sup>th</sup> St., Hastings, MN 55033 or by email to: [lhumble@isd200.org](mailto:lhumble@isd200.org).

This form, along with any documents you plan to provide to the board, may be submitted only after the meeting agenda is posted in BoardBook (typically five days before the regularly scheduled board meeting) and must be received no later than 8:00 a.m. the day before the meeting at which you intend to speak.

### **PROCEDURES AND LIMITATIONS:**

1. Speakers must have a direct connection to Hastings Public Schools, ISD #200. A “direct connection” includes being a parent or guardian of a current student, a district employee, a local business owner, or a taxpayer within the district;
2. The public comment portion of the meeting is limited to a maximum of five speakers. Priority will be given to individuals who have not spoken during public comment in the past 90 days;
3. Speakers will be called in the order their requests are received. Each individual is allotted up to three minutes to speak;
4. After being recognized by the board chair, each speaker must identify themselves and, if applicable, the group they represent. If multiple individuals from the same group wish to speak on the same topic, the group is expected to designate one representative to speak, allowing time for others to address different topics;
5. Public comment is not the place to address matters related to specific students or staff. Please reference [Policy 103](#) (Complaints - Students, Employees, Parents, Other Persons) for the appropriate method to be heard on those matters or bring concerns to district personnel, such as the building principal or superintendent;
6. Personally identifiable information, including, but not limited to names of students or school district personnel must not be disclosed in the course of public comment;
7. Speakers are expected to refrain from the use of profanity or obscenities or conduct that poses a substantial or material disruption to the board meeting;
8. If a speaker violates the procedures and limitations set forth herein, he/she may be ruled out of order, which will result in forfeiture of the remainder of the speaker’s time. Continued or repeat violations of the procedures and limitations may result in the loss of the privilege to address the board at future meetings;
9. The school board will not engage in discussion during this time, however, if a citizen's comments include inaccurate or incorrect information, the chair may provide accurate or clarifying information following the conclusion of the public comment. The chair may respond at a later time and/or direct the superintendent to follow up with the speaker.

**SPEAKER INFORMATION:**

Name: \_\_\_\_\_

Date of board meeting at which you plan to speak during public comment: \_\_\_\_\_

Are you a resident of ISD 200?  Yes  No

If not, what is your direct connection to the school district?

\_\_\_\_\_

If you will be speaking as a representative of a group, name and/or description of the group:

\_\_\_\_\_

**Topic:**

Do you plan to comment on an agenda item?

Yes – Identify the agenda item \_\_\_\_\_

No - Topic of public comment \_\_\_\_\_

Have you contacted District personnel about the topic? If so, who and when?

\_\_\_\_\_

What would you like the school board to do in response to your comments?

\_\_\_\_\_

I acknowledge that I have read and that I understand the procedures and limitations for public comment, as outlined on this form as well as in [Policy 206](#) (Public Participation in School Board Meetings), and I agree to abide by them.

\_\_\_\_\_

First and Last Name (please print)

\_\_\_\_\_

Signature

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



Hastings Public Schools  
Independent School District 200

**406.1FRM CONSENT TO RELEASE DATA - REQUEST FROM AN INDIVIDUAL**

An individual asks the government entity to release his/her private data to an outside entity or person. Because the entity does not have statutory authority to release the data, it must get the individual's written informed consent.

**Explanation of Your Rights**

If you have a question about anything on this form, or would like more explanation, please talk to the Director of Human Resources before you sign it.

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

I, \_\_\_\_\_ give my permission for  
*(name of individual data subject)*  
\_\_\_\_\_ to release data about me to  
*(name of school district)*  
\_\_\_\_\_ as described on this form.  
*(name of other entity/person)*

1. The specific data I want Hastings Public Schools, Independent School District 200 to release includes

\_\_\_\_\_  
*(explanation of data)*

2. I understand that I have asked Hastings Public Schools, Independent School District 200 to release the data.

3. I understand that although the data is classified as private at Hastings Public Schools, Independent School District 200 the classification/treatment of the data at

\_\_\_\_\_  
*(name of the other entity or person)*

depends on laws or policies that apply to \_\_\_\_\_  
*(name of the other entity or person)*

This authorization to release expires \_\_\_\_\_  
*(date/time of expiration)*

Individual data subject's signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/guardian's signature *(if needed)* \_\_\_\_\_ Date \_\_\_\_\_



*Hastings Public Schools  
Independent School District 200*

**522.1 TITLE IX NOTIFICATION**

Hastings Public Schools does not discriminate on the basis of sex and prohibits sex discrimination in any educational programs and activities it operates as required by Title IX of the Education Amendments of 1972 and its implementing regulations. The District’s obligation not to discriminate in its education programs and activities extends to admission and employment. Inquiries regarding the application of Title IX and its implementing regulations may be referred to the District’s Title IX Coordinator, the United States Department of Education’s Office for Civil Rights, or both.

<b>District Title IX Coordinator</b>	<b>Alternate Title IX Coordinator</b>
Cathy Moen Director of Human Resources Hastings Public Schools 1000 West 11th Street Hastings, MN 55033 (651) 480-7002 cmoen@isd200.org	Andrew Hodges Director of Teaching & Learning Hastings Public Schools 1000 West 11th Street Hastings, MN 55033 (651) 480-7011 ahodges@isd200.org

The District’s Policy 522 sets forth the District’s sex nondiscrimination policy and Title IX grievance procedures. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please refer to Policy 522. A copy of the policy is available from the Title IX Coordinator and may be accessed online at:

[522 Sex Nondiscrimination Policy, Title IX Grievance Procedure and Process](#)

*Policy Reviewed: 04.04.2025*

*Policy Adopted: 04.23.2025*

*Policy Revised: 08.25.2021*



## 2024-2025 Approved Fundraisers

Fundraisers are approved on a quarterly basis by the School Board in July, October, January and April.

Fund	Student Group	Fundraiser Description	Timeframe	Responsible Teacher/ Advisor	Funds Used for	Notes	Date Approved	Final Report Received
10 - Student Activities	Boys Tennis	Kinder Coffee Sales	4/6/25-4/20/25	Alex Zuzek	Tennis supplies			
10 - Student Activities	Art Club	Empy Bowls Dinner	4/9/25	Bert Casperson	Donation to Hastings Family Service & Heiffer			
11 - Deferred Accts	Unified Champion School Programming	Special Olympics Mobile Polar Plunge	4/25/25	Sara Stenger, Serina Stokke, Amanda Wilson	Unified programming at High School			
10 - Student Activities	Boys Tennis	Jersey Mike's Night	4/26/25-4/27/25	Alex Zuzek	Team Food			
10 - Student Activities	Boys Basketball	Breakdown Basketball Tournament	6/27/25	Chad Feikema, Rick Tavanier	Basketball equipment			

INDEPENDENT  
SCHOOL DISTRICT **#200**

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# ~~Terms and Conditions~~ ~~of Employment~~ Master Agreement



20242-20253  
20253-20264

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~~Technology Support Staff~~ Education Minnesota -  
Computer Instructional Technicians

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## ARTICLE I - PURPOSE

This Agreement is entered into between the Hastings School District, Independent School District No. 200, Hastings, Minnesota (hereinafter referred to as the "District") and Education Minnesota Hastings Educational Support Professionals/Computer Instructional Technicians (hereinafter referred to as the Exclusive Representative or Union) Technology Support Staff, pursuant to and in compliance with the Public Employment Labor Relations Act of 1971, as amended, (hereinafter referred to as P.E.L.R.A.) to provide the terms and conditions of employment for employees during the duration of this Agreement.

## ARTICLE II - RECOGNITION OF EXCLUSIVE REPRESENTATIVE

### Section 1 - Recognition

In accordance with P.E.L.R.A., the District School Board recognizes Education Minnesota Hastings Educational Support Professionals as the Exclusive Representative of computer instructional technicians employed by the School Board of Independent School District No. 200, ~~that the Hastings Technology Support Staff which Exclusive Representative~~ shall have those rights and duties as prescribed by P.E.L.R.A., and as described in the provisions of this Agreement.

### Section 2 - Appropriate Unit

The Exclusive Representative shall represent all of the computer instructional technicians of the District as defined in Article III, Section 2 of this Agreement.

### ~~Section 2 - Legal Rights~~

~~Nothing contained in this Agreement shall deny or restrict either the District or the employee regarding any rights under existing state or federal laws or regulations.~~

## ARTICLE III - DEFINITIONS

### Section 1 - Terms and Conditions of Employment

Terms and conditions of employment means ~~Shall mean~~ the hours of employment, the compensation therefore, including fringe benefits, except retirement contributions or benefits, and the ~~employer~~ District's personnel policies affecting the working conditions of the employees., ~~The terms but does~~ not mean educational policies of the District. The terms are subject to the provisions of Minnesota Statute Section 179A.07 regarding the rights of public employers and the scope of negotiations.

### Section 2 - Employees

Employee shall mean any person employed by the District in a capacity exclusively associated with the provisions of computer instructional technicians employed by Independent School District No. 200, Hastings, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding supervisory, confidential, and all other employees. ~~Technology Support services. The term employee as used herein shall not include~~

~~confidential employees, supervisory employees, essential employees, part-time employees whose services do not exceed 14 hours per week, employees who hold positions of a temporary or seasonal character for a period not in excess of 67 working days in any calendar year and emergency employees.~~

Specifically, the employees are as follows:

- ~~Grade 10,~~Theater Coordinator
- ~~Grade 10,~~Lead Computer Technician
- ~~Grade 9,~~Computer Tech II
- ~~Grade 6,~~Assistive Technology Technician, and Instructional Lab Technician

### **Section 3 - Domestic Partner**

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

### **Section 4 - Working Day**

A working day is defined as any day the employee is scheduled to work except those defined as major legal holidays by state law. An employee may be required to work on legal holidays which the School Board is authorized to conduct school, if so designated by the School Board.

### **Section 54 - Other Terms**

Terms not defined in this Agreement shall have those meaning as defined by the PELRA.

## **ARTICLE ~~IV~~ - DISTRICT RIGHTS**

### **Section 1 - Inherent Managerial Rights**

The ~~technology employees~~ Exclusive Representative recognizes that the District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the ~~District~~ employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. All managerial rights and functions not expressly delegated in this Agreement are reserved to the District.

### **Section 2 - Management Responsibilities**

The Exclusive Representative ~~technology personnel~~ recognizes the right and obligation of the District to efficiently manage and conduct the operation of the District within its legal limitations and with its primary obligation to provide educational opportunities for the students of ~~the~~ its District.

### **Section 3 - Effect of Laws and Regulations**

The parties recognize that the District, all employees covered by this Agreement, and all provisions of the Agreement are subject to the laws of the state of Minnesota, federal laws, rules and regulations of the State Board of Education, and valid rules, regulations and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives or orders shall be null and void and without force and effect.

## **ARTICLE IV - EXCLUSIVE REPRESENTATIVE AND EMPLOYEE RIGHTS**

### **Section 1 - Right To View**

Pursuant to P.E.L.R.A., 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 designated to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the computer instructional technician technology-employees; nor shall it be construed to require any employee to perform labor or services against their will.

### **Section 2 - Right to Join**

Pursuant to P.E.L.R.A, employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees 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 employees with the School Board of such unit.

### **Section 3 - Request for Dues Check Off**

Subd. 1 - Employees shall have the right to request and be allowed dues check off for the organization of their selection, provided that dues check off and the proceeds thereof shall not be allowed any organization that has lost its right to dues check off pursuant to P.E.L.R.A. Upon receipt of a properly executed authorization card of the employee involved, the District will deduct from the employee's paycheck the dues that the employee has agreed to pay to the Exclusive Representative during the period provided in said authorization.

Subd. 2 - In the event an employee chooses to discontinue membership outside of provisions in the dues check off authorization form, the dues deductions shall continue but shall be held in escrow by the District pending a final notification from the Exclusive Representative as to whether or not the deductions are to be discontinued. The Exclusive Representative shall hold the District harmless regarding any disputes that arise between the employee and the Exclusive Representative.

Subd. 3 - Indemnification: The Exclusive Representative hereby warrants and covenants that it will defend, indemnify and save the District harmless from any and all actions, suits, claims, damages, judgments and executions or other forms of liability, liquidated or unliquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the

implementation of this Section 3, Request for Dues Check Off.

Subd. 4 - By October 15 of each year, the Exclusive Representative will notify the business office of the amount of dues to be deducted. Dues will be deducted in 14 equal installments beginning with the first paycheck in November and concluding with the last paycheck in May.

#### **Section 4 - New Hire Union Meeting**

Within the first 30 days after hire, a new hire will be afforded 30 minutes during the workday in which to meet with a representative from the Union for an initial meeting to explain the role of the Union to the new member.

#### **Section 52 - Personnel Files**

All evaluations and files relating to each individual employee shall be available during regular school business hours to each individual employee upon their written request and the scheduling of a time with the Human Resources Director to review the documents. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein, provided, however, the District may destroy such files as provided by law. The District shall expunge from an employee's file any material found to be false or inaccurate through the grievance procedure.

~~Employees shall have the right to inspect their individual personnel files.~~

#### **Section 6 - School Equipment and Facilities**

The Exclusive Representative may reasonably use school copy machines, calculating machines, audio-visual equipment, computers and other accessories when such equipment is not otherwise in actual use and during non-work hours, so long as the equipment is kept in the building. The cost of materials for use of such equipment shall be borne by the Exclusive Representative. The Exclusive Representative shall also have access to school facilities such as classrooms, lecture halls and theaters during non-work hours when those facilities are not in use, subject to the requirements and conditions contained in the District's facilities use policies and procedures.

### **ARTICLE V - RATES OF PAY**

#### **Section 1 - Wage Rates**

The positions and wages reflected in Appendix A, incorporated herein and as part of this Agreement, shall be effective for the duration of said Agreement.

#### **Section 2 - Step Increase Status**

Employees shall be compensated pursuant to Appendix A. If the initial employment is after January 1, the employees shall not advance to the next step on the following July 1. Upon the expiration of this Agreement, a step is not automatic and is subject to renegotiation by the

parties.

**Section 3 - Grade Level/Assignment Transition**

Subd. 1 - When an employee accepts a position at a higher grade level they will be shadowed into an hourly rate that is closest to their existing rate and then moved to a step that reflects at least a 4% increase above their current rate. This same system will be true for any employee moving from another bargaining unit accepting a position at a higher classification in the bargaining unit.

Subd. 2 - When an employee moves to a position with a lower grade level they will be placed at their same step on the new salary schedule, in the appropriate classification.

**Section 4 - Employment Hours Record**

Hourly employees shall punch in and out each day, using the District's time tracking system. Each week employees shall verify an employment hours record which shall contain the following: regular hours worked, premium pay (overtime) hours worked, vacation days, holidays and leave days, if any.

**Section 5 - Salary Compensation**

Salary to be paid on the 5<sup>th</sup> and 20<sup>th</sup> of each month.

~~Section 6 - Vacation Allowance~~

~~Subd. 1 - Technology Support staff working eight hours per day, 12 months per year, shall be eligible for vacation as follows:-~~

<del><u>Years of Service</u></del>	<del><u>Annual Vacation Days</u></del>
<del>Hire to 4 years</del>	<del>10 days</del>
<del>Starting 5 - 9 years</del>	<del>15 days</del>
<del>Starting 10 - 14 years</del>	<del>20 days</del>
<del>Starting 15+</del>	<del>25 days</del>

~~Subd. 2 - Employees working less than eight hours per day, or 12 months per year, shall be eligible for vacation as follows:-~~

<del><u>Regularly Scheduled Hours/Year</u></del>	<del><u>Annual Vacation Days</u></del>
<del>12 months but less than 8 hrs/day</del>	<del>10 days</del>
<del>1472 or more</del>	<del>5 days</del>
<del>Less than 1472 - hired prior to July 1, 2008</del>	<del>4 days</del>
<del>Less than 1472 - hired on or after July 1, 2008</del>	<del>2 days</del>

~~Subd. 3 - Vacation accrual shall occur on July 1 each year. The total vacation earned during a fiscal year shall be available to the employee at the beginning of the year.~~

~~Subd. 4 – Employees beginning employment after July 1 shall earn a pro-rata amount of vacation.~~

~~Subd. 5 – Vacation time must be schedule in advance with the employee’s supervisor and must be approved by the supervisor or his/her designee.~~

~~Subd. 6 – Pay for vacation shall be at the employee’s regularly scheduled base hours per day.~~

~~Subd. 7 – An employee may carry over a maximum of one year’s accrual, or five days, whichever is less.~~

~~Subd. 8 – An employee may not borrow vacation time from the next year.~~

~~Subd. 9 – If an employee fails to satisfactorily complete the six month probationary period and has used vacation during that period of time, the number of days used shall be deducted from his/her final paycheck.~~

~~Subd. 10 – If an employee resigns during the first year of employment, the number of allowable vacation days shall be pro-rated and paid accordingly and/or deducted if the number of vacation days used, prior to their resignation, would exceed the number of allowable days.~~

~~Subd. 11 – In the event that a member’s immediate family dies or becomes hospitalized with a serious illness or injury, while an employee is on vacation, the employee’s leave will be changed to the appropriate leave type with the approval of the Superintendent.~~

## Section 7 – Holidays

~~Subd. 1 – The following provisions for paid holidays shall apply to all regularly employed members of Technology Support. Holiday pay shall be at the employee’s regularly scheduled base hours per day.~~

~~Subd. 2 – Staff hired on or after July 1, 2008 and regularly scheduled to work less than 1472 hours per year shall receive the following holidays:~~

- 
- ~~New Years’ Day~~
- ~~President’s Day~~
- ~~Good Friday~~
- ~~Memorial Day~~
- ~~Thanksgiving Day~~
- ~~Christmas Day~~

~~Subd. 3 – Employees hired prior to July 1, 2008, and regularly scheduled less than 1472 hours per year shall be eligible for the following paid holidays, in addition to those listed in Subd. 2:~~

- ~~Labor Day~~
- ~~Christmas Eve~~

~~Subd. 4 – Employees regularly scheduled at least 1472 hours per year, and employees working 12 months but less than full-time, shall be eligible for the following paid holidays, in addition to~~

those listed in Subd. 2:

~~Labor Day  
Christmas Eve  
New Years' Eve  
Easter Monday (if school is not in session)~~

~~Subd. 5 - Full-time 12 month employees shall be eligible for the following paid holidays, in addition to those listed in Subd. 2:~~

~~Labor Day  
Christmas Eve  
New Years' Eve  
Easter Monday (if school is not in session)  
Independence Day  
Friday before Labor Day  
Friday of Teacher Association  
Friday after Thanksgiving~~

~~If any of the above holidays fall on weekends, the holiday will be observed on the Monday following or the Friday proceeding, as determined by the administration.~~

~~Subd. 6 - When school is in session on President's Day, Technology Support staff may take the day as a floating holiday. If the floating holiday is not taken during the contracted days, it will then be paid at the end of the year at the rate of \$16.50 per hour.~~

~~Subd. 7 - Authority to Reschedule Holidays: If school is in session during a designated holiday (e.g., President's Day, Good Friday, etc.), the District reserves the right to reschedule any of the designated holidays.~~

~~Subd. 8 - Pro-rated Holidays: Employees working less than the full year shall receive holidays on a pro-rata basis, based on the eligible holidays that fall within their work year.~~

## **Section 68 - Hours: Basic Work Day**

Subd. 1 - The work week for regularly scheduled employees shall be five consecutive work days, at their regularly scheduled daily hours.

Subd. 2 - An employee's work schedule may be adjusted to meet the needs of a particular situation as determined by the supervisor. When an employee's work schedule will be changed on a regular basis, they shall be given at least a one week notice.

Subd. 3 - Employees working six hours or more per shift shall be provided an unpaid duty free lunch period of 30 minutes. An additional duty free 15 minute break will be provided each day for every consecutive four hour work period.

## **Section 79 - Probationary Period**

The probationary period for Technology Support staff shall be six months. During the

probationary period, the employee may be dismissed at any time it becomes apparent to the administration that the employee is not willing or qualified to perform the duties of the position. Probationary employees should be evaluated by their immediate supervisor and recommended for permanent status.

### **Section 810 - Overtime**

Subd. 1 - Hours worked in excess of 40 hours per week are paid at time and a half in the pay period of which they are earned.

Subd. 2 - ~~Vacation days, sick~~Discretionary leave days and holidays count in the calculation of overtime.

Subd. 3 - All overtime must be approved in advance by the ~~Technology Coordinator~~employee's supervisor. In emergency situations that result in overtime, the employee will notify the supervisor as soon as possible.

### **Section 911 - Job Postings**

Subd. 1 - All job openings will be posted for a minimum of five days. Postings will consist of notification via District email and will be available on the District website. Positions may be posted internally and externally at the same time, however, interviews will be conducted with selected internal applicants, prior to the consideration of external candidates.

### **Section 102 - Time Period**

The District shall have the ability to temporarily assign employees to posted openings pending final selection of any posted jobs.

### **Section 113 - Effective Policy**

The decision of the District on filling vacant positions is not subject to the binding arbitration clause of the grievance procedure.

## **ARTICLE VI - HOLIDAYS**

### **Section 1 - Holidays**

Subd. 1 - The following provisions for paid holidays shall apply to all regularly employed members of the computer instructional technician bargaining unit. Holiday pay shall be at the employee's regularly scheduled base hours per day.

Subd. 2 - Employees hired on or after July 1, 2008 and regularly scheduled to work less than

1472 hours per year shall receive the following holidays:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Thanksgiving Day
6. Christmas Day

Subd. 3 - Employees regularly scheduled at least 1472 hours per year but less than 12 months shall be eligible for the following paid holidays:

1. New Year's Day
2. President's Day
3. Good Friday
4. Memorial Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Eve
8. Christmas Day
9. New Year's Eve
10. Juneteenth (if it falls within the employee's regularly scheduled work year); the Friday after Thanksgiving if it does not fall within the employee's regularly scheduled work year.

Subd. 4 - Employees working 12 months shall be eligible for the following paid holidays:

1. New Year's Eve
2. New Year's Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Friday before Labor Day (a floating holiday may be taken in lieu of this holiday, with supervisor approval)
9. Labor Day
10. Friday of Teacher Association
11. Thanksgiving Day
12. Friday after Thanksgiving
13. Christmas Eve
14. Christmas Day

Subd. 5 - If any of the designated holidays fall on weekends, the District will determine the date the holiday will be observed.

Subd. 6 - Whenever school is in session on President's Day, employees may take the day as a floating holiday.

Subd. 7 - Authority to Reschedule Holidays - If school is in session during a designated holiday (e.g., President's Day, Good Friday, etc.), the District reserves the right to reschedule any of the designated holidays.

Subd. 8 - Pro-rata Holidays - Employees working less than the full year shall receive holidays on a pro-rata basis, based on the eligible holidays that fall within their work year.

## **ARTICLE VI - GROUP INSURANCE**

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

### **Section 1 - Selection of Carrier**

The selection of the insurance carrier and policy shall be made by the District school board.

### **Section 2 - Coverage Under Multiple Bargaining Units**

If an employee is covered by more than one bargaining unit they can combine their hours to qualify for insurance.

### **Section 3 - Combined Coverage**

Each employee may only be covered under one policy under each of the District's insurance plans, i.e. health and dental.

### **Section 4 - Spouse Contribution for Medical-Hospitalization Insurance**

When both employee and spouse are members of the bargaining unit, or members of another bargaining unit eligible to combine coverage, and covered under the District's medical insurance plan, they will be covered by single insurance plans unless there are additional dependents. Coverage for employee and spouse, when there are additional dependents, will be provided through one family plan. The District will allow combining of contributions (policy holder family contribution plus spouse single contribution) only if family insurance coverage is needed due to the dependents (children).

### **Section 5 - Spouse Contribution for Dental Insurance**

When combining coverage for dental insurance, both employees shall be covered under one family dental plan.

### **Section 6 - Eligibility**

The District shall make insurance contributions toward the premium for each employee who is regularly scheduled to work at least 850 hours per year, and is enrolled in the District's insurance plan(s). The contributions for medical-hospitalization shall be as defined in Section 7.

## Section 7 - Medical-Hospitalization Coverage

Subd 1 - The District shall provide a monthly contribution toward the premium for single or family insurance for employees who qualify for and are enrolled in the District's group medical-hospitalization plan. The amount provided by the District shall be as defined in Subd. 2 and 3, however, the amount shall not exceed the actual cost of the insurance premium:

### Subd. 2 - Single Coverage

The contribution for 2024-2025 shall be as follows:

#### Non-High Deductible Plan (Comp Basic)

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
1606 to 1888	\$ <u>1,016,769</u>
1417 to 1605	\$ <u>864,653</u>
1228 to 1416	\$ <u>762,576</u>
10 <u>1426</u> to 1227	\$ <u>661,500</u>

#### High Deductible/VEBA Plan

1606 to 1888	\$ <u>887,663</u>
1417 to 1605	\$ <u>764,553</u>
1228 to 1416	\$ <u>662,476</u>
10 <u>1426</u> to 1227	\$ <u>561,400</u>

The contribution for 2025-2026 shall be as follows; if the rates for single insurance for the 2025-2026 plan year exceed this rate, the maximum contribution will be adjusted to cover the full single premium and the percentages will be adjusted accordingly:

#### Non-High Deductible Plan (Comp Basic)

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
<u>1606 to 1888</u>	<u>\$1,132</u>
<u>1417 to 1605</u>	<u>\$962</u>
<u>1228 to 1416</u>	<u>\$849</u>
<u>1014 to 1227</u>	<u>\$736</u>

#### High Deductible/VEBA Plan

<u>1606 to 1888</u>	<u>\$976</u>
<u>1417 to 1605</u>	<u>\$862</u>
<u>1228 to 1416</u>	<u>\$749</u>
<u>1014 to 1227</u>	<u>\$636</u>

### Subd. 3 - Family Coverage

The contribution for 2024-2025 shall be as follows:

Non-High Deductible Plan (Comp Basic)

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
1606 to 1888	\$ <del>2,161</del> , <del>614</del>
1417 to 1605	\$ <del>1,837</del> , <del>372</del>
1228 to 1416	\$ <del>1,621</del> , <del>210</del>
10 <del>1426</del> to 1227	\$ <del>1,405</del> , <del>049</del>

High Deductible/VEBA Plan

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
1606 to 1888	\$ <del>1,961</del> , <del>414</del>
1417 to 1605	\$ <del>1,637</del> , <del>172</del>
1228 to 1416	\$ <del>1,421</del> , <del>010</del>
10 <del>1426</del> to 1227	\$ <del>1,205</del> , <del>849</del>

The contribution for 2025-2026 shall be as follows:

Non-High Deductible Plan (Comp Basic)

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
1606 to 1888	\$2,585
1417 to 1605	\$2,197
1228 to 1416	\$1,939
1014 to 1227	\$1,680

High Deductible/VEBA Plan

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
1606 to 1888	\$2,385
1417 to 1605	\$1,997
1228 to 1416	\$1,739
1014 to 1227	\$1,480

Subd. 4 - The cost of any premium that exceeds the District's monthly contribution shall be borne by the employee and paid by pre-tax payroll deduction.

~~Subd. 5 - For the 2023-2024 plan year (through June 30, 2024) an employee shall experience an increase in deduction for family coverage of no more than \$15.00 per month.~~

Subd. 56 - For employees participating in the single high deductible/VEBA insurance plan, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 202~~4~~<sup>2</sup>: \$100 per month

Subd. 67 - For employees participating in the family high deductible/VEBA insurance plan, the monthly District contribution to a VEBA shall be as follows:

Effective July 1, 202~~4~~<sup>2</sup>: \$200 per month

Subd. ~~7~~<sup>8</sup> - ~~Effective July 1, 2023,~~ ~~t~~The monthly VEBA contribution will be divided equally over the number of payrolls elected by the employee each year.

### **Section 8 - Dental Insurance**

Subd. 1 - The District shall provide a monthly contribution toward the premium for dental insurance, including dependent coverage, for all employees who qualify for, and are enrolled in, the District's dental insurance plan. The amount provided shall be as follows, however, the amount shall not exceed the actual cost of the insurance:

<u>Hours Worked Per Year</u>	<u>Max Mo. District Contrib.</u>
1606 to 1888	\$81
1417 to 1605	\$69
1228 to 1416	\$61
10 <del>14</del> <sup>26</sup> to 1227	\$53

### **Section 9 - Long Term Disability Insurance**

The District shall contribute 100% of the cost of the monthly premium for the income protection plan in effect as of the date of this Agreement for all Technology Support staff employed by the District.

### **Section 10 - Life Insurance**

The District shall provide a group term insurance policy covering all eligible employees in the amount of \$50,000.

### **Section 11 - Disclaimer**

The eligibility for the payment of claims for insurance benefits described in this Article shall be governed solely by the terms of the insurance policies purchased by the District. The District's only obligation is to provide and administer benefits as negotiated. No claims, other than those arising from District error or undue influence, shall be made against the District as a result of denial of insurance benefits by an insurer.

### **Section 12 - Workers' Compensation**

Subd. 1 - Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers' Compensation Act, the District will pay the difference between the compensation received pursuant to the Workers' Compensation Act by the employee and the employee's regular rate of pay to the extent of the employee's earned accrual of sick/ESST or discretionary leave pay~~, essential leave and/or vacation pay.~~

Subd. 2 - A deduction shall be made from the employee's accumulated discretionary or sick/ESST leave accrual time according to the pro-rata portion of days of sick/ESST leave or discretionary leave~~time~~ which is used to supplement Worker's Compensation.

Subd. 3 - Such payments shall be paid by the District to the employee only during the period of disability.

Subd. 4 - In no event shall the additional compensation paid to the employee by virtue of sick/ESST leave or discretionary leave pay result in the payment of a total daily, weekly or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5 - The parties agree that an employee of the District shall not be entitled to sick/ESST leave pay benefits under this Section if he/she is injured while in the employ of another employer nor shall there be an accrual of such during the period of convalescence from that injury.

### **Section 13 - Tax Sheltered Annuities**

The District shall continue to make available to ~~Technology Support~~Instructional Computer Technician staff the payroll deduction program for tax-sheltered annuities.

## **ARTICLE VII - LEAVE PROVISIONS**

~~Section 6 - Vacation Allowance~~Section 1 - Discretionary Leave [NOTE: LANGUAGE MOVED FROM ARTICLE V, SECTION 6 - Changes noted are those to the original language.]

Subd. 1 - ~~Technology Support staff~~ Employees working ~~eight hours per day~~, 12 months per year, shall be eligible for ~~vacation~~discretionary leave as follows:

<u>Years of Service</u>	<u>Annual Discretionary Leave</u> <del>Vacation</del> <u>Days</u>
Hire to 4 years	<u>13</u> <del>14</del> days
Starting 5 - 9 years	<u>18</u> <del>15</del> days
Starting 10 - 14 years	<u>23</u> <del>20</del> days
Starting 15+	<u>28</u> <del>25</del> days

Subd. 2 - Employees working less than ~~eight hours per day~~, or 12 months per year, shall be eligible for ~~vacation~~discretionary leave as follows:

<u>Regularly Scheduled Hours/Year</u>	<u>Annual Discretionary Leave</u> <del>Vacation</del> <u>Days</u>
<del>12 months but less than 8 hrs/day</del>	<del>10</del> days
1472 or more <u>but less than 12 months</u>	<u>7</u> <del>5</del> days
Less than 1472 - hired prior to July 1, 2008	<u>6</u> <del>4</del> days
Less than 1472 - hired on or after July 1, 2008	<u>4</u> <del>2</del> days

Subd. 3 - ~~Discretionary leave~~Vacation accrual shall occur on July 1 each year. The total ~~discretionary leave~~vacation earned during a fiscal year shall be available to the employee at the beginning of the year.

Subd. 4 - Employees beginning employment after July 1 shall earn a pro-rata amount of ~~vacation~~discretionary leave.

Subd. 5 - ~~Vacation time~~ Discretionary Leave must be scheduled in advance with the employee's supervisor and must be approved by the supervisor or his/her designee.

Subd. 6 - Pay for ~~discretionary leave~~ vacation shall be at the employee's regularly scheduled base hours per day.

Subd. 7 - An employee may carry over a maximum of one year's accrual, or five days, whichever is less.

Subd 8 - ~~An employee may not borrow vacation time from the next year. Upon termination/separation from employment, the employee's last pay check will be adjusted for any discretionary leave used in excess of what has been earned.~~

Subd. 9 - ~~If an employee fails to satisfactorily complete the six month probationary period and has used vacation during that period of time, the number of days used shall be deducted from his/her final paycheck. Employees shall be eligible to receive payment for up to five unused earned discretionary leave days upon separation from the District.~~

Subd. 10 - ~~If an employee resigns during the first year of employment, the number of allowable vacation days shall be pro-rated and paid accordingly and/or deducted if the number of vacation days used, prior to their resignation, would exceed the number of allowable days.~~

Subd. 101 - In the event that a member's immediate family dies or becomes hospitalized with a serious illness or injury, while an employee is ~~on vacation~~ out using discretionary leave, the employee's leave will be changed to the appropriate leave type with the approval of ~~the Superintendent.~~ Human Resources.

## **Section 21 - Sick Leave**

Subd. 1 - ~~Employees will be granted sick/ESST leave based on their regularly scheduled hours per day, according to the following provisions. Technology Support staff will be granted sick leave at the proration of their average hours per day, according to the following subdivisions.~~

Subd. 24 - ~~Fulltime. Employees working 12 months per year employees shall earn be eligible for 12 sick/ESST days per year.~~

Subd. 2 - ~~Employees scheduled to work less than 1472 hours per year shall receive nine sick leave days.~~

Subd. 3 - Employees regularly scheduled at least 1472 hours per year, but less than 12 months ~~and employees working 12 months but less than fulltime,~~ shall be eligible for earn 10 sick/ESST days per year.

Subd. 42 - Employees scheduled to work less than 1472 hours per year shall receive ~~earn~~ nine sick/ESST leave days per year.

~~Subd. 4 - Fulltime, 12 month employees shall be eligible for 12 sick days.~~

Subd. 5 -- Sick/ESST leave with pay shall be allowed by the ~~school board~~District whenever an employee's absence is found to have been due to illness which prevented his/her attendance and performance of duties on that day or days and/or for reasons consistent with the requirements of Minnesota Statute and/or ESST laws.

Subd. 6 - The ~~school board~~District may require an employee to furnish a medical certificate from qualified physician as evidence of illness, in accordance with Minnesota Statute and ESST laws indicating such absence was due to illness or injury, in order to qualify for sick/ESST leave pay. In the event that a medical certificate will be required, the employee will be so advised.

~~Subd. 7 - In addition, an employee may use sick leave pursuant to M.S. 181.9413, for the illness of or injury to the employee's child (including biological, step, adopted or foster), adult child, grandchild, spouse, sibling, parent, grandparent, step parent or spouses mother or father, or domestic partner, provided the employee has a Domestic Partnership Agreement & Affidavit form on file with the District.~~

~~Subd. 8 - Sick leave does not apply to situations related to daycare issues, or lack of childcare.~~

~~Subd. 9 - Sick leave allowed shall be deducted from the accrued sick leave days earned by the employee.~~

Subd. 740 -- Sick/ESST leave pay shall be approved upon submission of sick/ESST leave through the District time tracking TimeClock+ Ssystem.

Subd. 811 - Consistent with ESST laws, Eemployees are required to give adequate notice to their supervisor when sick/ESST leave is to be taken, ~~to allow time to obtain replacements.~~

~~Subd. 12 - Sick days used in excess of accumulated sick leave shall be deducted from their salary.~~

~~Subd. 913 - Unused sick leave days may accumulate to 180 days. Technology Support staff When an employee has accumulated 150 days of sick/ESST leave the employee will be paid up to five days of unused sick/ESST leave beyond 150 days at the rate of \$16.50 per hour. Payment of such days will be paid in a supplemental payroll at the end of July, shall be made no later than July 30 of each year.~~

Subd. 104 - A Sick Leave Bank shall be available in accordance with the terms of the Sick Leave bank MOU provided at the end of this Agreement.

### **Section 32 - Bereavement Leave**

Subd. 1 - Up to five days per occurrence of paid leave may be granted for death in the employee's immediate family.

Subd. 2 - For purposes of this Section, immediate family shall be defined as the employee's spouse, child, parent/guardian, brother, sister, mother-in-law, father-in-law, brother-in-law,

sister-in-law, aunt, uncle, grandparent, spouse's grandparent, grandchildren, stepparent, domestic life partner, or domestic life partner's parent.

### Section 3 - Essential Leave

~~Subd. 1 - Full-time 12 month employees will earn three days of essential leave which will be allocated on July 1 each year. Employees working less than a full time shall earn two days per year. Essential leave shall be non-accumulative, for situations that arise requiring the employee's personal attention which cannot be attended to when school is not in session and which are not covered under other policies. The leave is granted according to the employee's pro-rated hours per day.~~

~~Subd. 2 - Unused essential leave will be paid out at the end of each school year, to be paid at a daily rate of \$16.50 per hour. Payment of such days shall be made by no later than July 30 of each year.~~

### Section 4 - Parental Leave

Subd. 1 - In the event of pregnancy, the Technology Support staff shall notify the Superintendent not later than the fourth month of pregnancy of the expected date of delivery. The employee must also submit a physician's statement indicating the estimated date of delivery. A leave of absence of not more than 12 months may be granted upon written request.

Subd. 2 - Employees requesting a parental leave must request such leave in writing, which shall be accompanied by a physician's statement, indicating the employee is able to perform his/her assigned duties and responsibilities without injury or illness.

Subd. 3 - The effective date of the leave, its duration and the approximate date of return to employment shall be determined by the Superintendent based upon the employee's medical statement and the needs of the employer's program.

Subd. 4 - Adoption leave shall be granted upon the request of an employee pursuant to the applicable provisions of the maternity leave section. Employees may use days for pre-adoption meetings and travel days to complete the adoption process.

### Section 5 - Unpaid Leave of Absence

Technology Support staff who have been employed for at least three years may be granted a leave of absence, not to exceed one year. Leave to be without pay or fringe benefits. The employee shall be allowed to return to his/her position upon termination of the leave of absence. The granting of such leave shall be at the discretion of the District.

### Section 6 - Jury Duty and Other Legal Commitments

Subd. 1 - Employees called for jury duty, deposition, subpoena or to give testimony before a court, legal jurisdiction or administrative proceedings shall be granted a leave of absence unless the employee is party to a court action against the District, is a complainant in an action against the District, or is a participant in an action on behalf of the exclusive representative and/or is the subject in a criminal, civil and/or personal legal accusation.

Subd. 2 - The employee shall receive full pay for this type of absence less jury duty and/or consultant pay, exclusive of expenses.

## **Section 7 - Emergency Closings and E-Learning Days**

Subd. 1 - Emergency 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 but directed not to report, will be paid. If ~~staff are~~ directed to report, ~~please refer to see~~ the District's Provisions for the Closing of Schools, on the District's website ~~for further information~~.

Subd. 2 - E-Learning Days - When an e-learning day is called (or scheduled) by the Superintendent, it will be considered a regularly scheduled work day and employees shall be paid their regularly scheduled pay. Employees will be assigned work by their supervisor on such days. Employees opting not to work on an e-learning Day may choose to use discretionary leave, or take the day without pay. In such cases, employees will not be required to use paid leave prior to taking leave without pay.

## **ARTICLE IXVIII - EARLY RETIREMENT**

### **Section 1**

Technology Support staff, who were hired prior to July 1, 2008, who have completed at least 12 years of continuous service with the District and who are at least 55 years of age shall be eligible for severance pay, pursuant to the provisions of this Article upon submission of a written resignation accepted by the District.

### **Section 2**

Eligible employees, upon early retirement, shall receive as severance pay an amount representing 50 days' pay.

### **Section 3**

Subd. 1 - Technology Support staff covered by this Agreement, who were hired prior to July 1, 2008, shall receive, upon their retirement, the amount of the employee's unused number of accumulated sick leave days, but in any event not to exceed 100 days. This is in addition to the severance pay provided in Section 2.

Subd. 2 - Based upon the above, the maximum number of days that could be paid for severance purposes is 150 days for Technology Support staff.

### **Section 4 - Daily Rate**

Subd. 1 - Severance is capped at the maximum hourly rate for each grade according to the salary schedule for the 2008-2009 school year.

Grade 6      \$17.41

Grade 8	\$21.38
Grade 9	\$23.63

Hours per day and rate of pay will be based on a five year average.

Example: Instructional Lab Tech, 3 years at Grade 6, current rate or cap  
 Tech I, 2 years at Grade 8, current rate or cap  
 The average rate of pay would be used to calculate severance.

Subd. 2 - If the employee's current hourly rate is less than the capped amount, then that hourly rate will be used for severance purposes. If the employee's 2008-09 hourly rate is more than the capped amount, the 2008-09 rate will be used for severance purposes.

**Section 5**

Severance pay shall be paid by the District in equal annual installments over a time period not to exceed two years from the effective date of the retirement and shall not be granted to an employee who is discharged by the District. The first payment will occur in the month of January following the retirement date. The second payment will occur one year from that January. Severance payments will be placed in a 403(b) plan in the individual's name. (The plan will be through ESI).

**Section 6 - Group Insurance**

Subd. 1 - An employee, hired before July 1, 2008, who retires early, pursuant to this Article, shall be eligible to continue participation in the District group medical-hospitalization insurance plan, if permitted by the terms of the policy with the insurance carrier. The District shall contribute \$225 per month towards single coverage and \$350 per month towards family coverage, until the age of 65 or the expiration of eight years of District contribution, whichever occurs first. The portion of the premium not contributed by the District shall be borne by the Technology Support staff member. See Appendix B.

Subd. 2 - It is the responsibility of the employee to make arrangements with the school business office to pay the District the monthly premium amounts in advance and on such date as determined by the District.

**Section 7 - Matching Contribution Plan - 403B**

Subd. 1 - Beginning July 1, 2008, employees who are hired after June 30, 2008, who are regularly employed with the District shall be eligible to participate in a 403(b) matching contribution plan pursuant to M.S.356.24.

Subd. 2 - Beginning July 1, 2008, employees who were hired prior to July 1, 2008, who are regularly employed with the District shall be eligible and may choose to participate in a 403B matching contribution plan pursuant to M.S.356.24. If choosing to participate the employee would be forfeiting all rights to severance and retiree health under this Article.

**Section 8 - Contributions**

Subd. 1 - The District will match eligible annual employee contributions at the beginning of the years of service as stated below. Budgeted annual amounts will determine the max that can be set up each year.

<u>Beginning of School Year in ISD 200</u>	<u>Maximum Match</u>
4-8	2.5%
9-13	3.0%
14+	3.5%

Determination of years is based on hire date before or after January 1.

Subd. 2 - Maximum annual match is capped at \$2,500. Maximum lifetime match is capped at \$35,000.

Subd. 3 - An ISD #200 Salary Reduction Authorization form stating “Matching Contribution” must be received by the District office on August 1, preceding the school year during which the employee wishes to participate.

## **Section 9**

In the event of the death of an employee who is eligible for severance pay under the provisions of Article VIII, the spouse of the employee shall be eligible for the severance pay. The estate will collect if there is no spouse. The requirement of a written resignation does not apply.

## **ARTICLE X – TRAININGS AND MEETINGS**

### **Section 1 - Attendance at Meetings - Assistive Technology Technician**

At the discretion of the Building Principal or Special Education Administrator, the assistive technology technician may be required to attend IEP meetings of the student(s) with which they work. The assistive technology technician shall be paid their hourly rate for time that falls outside their scheduled work day.

### **Section 2 - Attendance at Seminars and Meetings Concerned with Technology**

With supervisor approval, employees may attend meetings and seminars. District coverage of costs will be determined on a case-by-case basis.

## **ARTICLE XI - MISCELLANEOUS**

### **Section 1 - Effective Date**

The effective date of retirement shall be according to statutes.

### **Section 2 - Resignation**

The resignation should be turned in at least two weeks in advance of leaving. Employees should write a letter of resignation to the Superintendent (copy to building administrator) stating

the reason for leaving. The Superintendent then presents the resignation to the ~~s~~School ~~b~~Board at its next regular meeting for acceptance.

### **Section 3 - Job Assignment**

Job assignment is the responsibility of the immediate supervisor.

### **Section 4 - Seniority**

Subd. 1 - Seniority will be based on the date of employment.

Subd. 2 - Reduction of Work Force: If it becomes necessary to reduce the Technology Support work force, the following procedure will be followed to effect the staff reduction.

Subd. 2a - Seniority for the reduction of work force purposes will be based on the total years of employment under the Technology Support Staff Agreement; total years not necessarily concurrent.

Subd. 2b - The employee holding the eliminated position shall have the right to replace the least senior employee in the Technology Support Staff group, provided the employee has more seniority than the employee being replaced and is qualified to perform the duties of that position.

Subd. 2c - Employees to be laid off shall receive written notice two calendar weeks in advance of the effective date of the employee's last date of employment.

Subd. 2d - Employees who are laid off shall be put on a recall list for one calendar year. Those on the recall list shall have the same rights as current employees to be considered for new job postings.

Subd. 2e - Employees recalled from layoff shall be reinstated at the pay rate specified in the Agreement that is in force at the time of reemployment.

### **Section 5 - Absenteeism**

~~An employee who must be absent because of illness or other legitimate reason must notify the supervisor as early as possible.~~

### **Section 56 - Absences**

Absences or unapproved absences not covered by leave policies will result in a salary deduction at the employee's regular hourly compensation rate.

### **Section 7 - Use of Facilities and Equipment**

~~The Technology Support staff may reasonably use school copy machines, calculating machines, audio-visual equipment, computers and other accessories when such equipment is not otherwise in actual use and during non-working hours, so long as the equipment is kept in the building. The cost of materials for use of such equipment shall be borne by the Group. The~~

~~Group shall also have access to school facilities such as classrooms, lecture halls, and theaters during non-working hours when those facilities are not in use, subject to the requirements and conditions contained in the District's facilities use policies and procedures.~~

### **Section 68 - Agreement Copies**

Copies of the Agreement shall be available online, on the District's website.

### **Section 79 - Mileage**

The District will pay the IRS rate per mile for authorized use of personal cars in connection with District business as pre-approved by the immediate supervisor.

### **Section 8 - Damage to Personal Property**

The District shall reimburse employees, up to a maximum of \$500 per incident, for replacement or repair of personal property, damaged or destroyed as a result of student assault or aggressive behavior that occurs while the employee is engaged in the performance of his or her assigned duties. In order to be eligible for reimbursement, the employee must report the incident within 48 hours and provide receipts and a police report, if one was made. Reimbursement made under this section is gratuitous payment and is not considered acceptance of liability on the part of the District.

## **ARTICLE X - BMS GRIEVANCE PROCEDURE**

### **Section 1 - Definitions**

Subd. 1 - Grievance: A grievance shall be defined as a dispute which arises concerning the application or interpretation of the terms of this Agreement.

Subd. 2 - Days: Days shall mean calendar days excluding Saturday, Sunday, and holidays as stated in this Agreement, and legal holidays as defined by Minnesota Statute. 20

### **Section 2 - Adjustment of Grievance**

Subd. 1 - A grievance shall be resolved in the following manner. Both parties recognize that the seriousness of an issue may lead to the need of skipping a step in the outlined process.

Subd. 2 - Step I: The employee will verbally address their grievance to their immediate supervisor in an attempt to resolve the grievance.

Subd. 3 - Step II: In the event that the grievance is not resolved, the Exclusive Representative may submit a written grievance using the Grievance Reporting Form (Appendix C) to the employee's immediate supervisor, within 20 days after the event giving rise to the grievance.

Subd. 4 - Step III: Within 15 days of the receipt of the grievance, the immediate supervisor and the Exclusive Representative shall meet in an attempt to resolve the grievance. The immediate supervisor shall provide a written response to the grievance within ten days of the meeting. If a

resolution of the grievance results, the terms of the resolution shall be written on or attached to the grievance and shall be signed by all parties.

Subd. 5 - Step IV: In the event that the grievance is not resolved, the Exclusive Representative may forward the grievance to the Superintendent or his/her designee. This will be done within ten days of the receipt of the immediate supervisor's response. Within 15 days of the receipt of the grievance, the Superintendent or his/her designee will schedule a time to meet with the Exclusive Representative to discuss and attempt to resolve the grievance. The Superintendent or his/her designee will, within ten days of the meeting, provide a written response to the grievance to the Exclusive Representative. If a resolution of the grievance results, the terms of the resolution shall be written on or attached to the grievance and shall be signed by all parties.

Subd. 6a - Step V: In the event the grievance is not resolved, within ten days after receiving the written response of the denial of the grievance, either party may request arbitration by serving a written notice to the other party of their intention to proceed with arbitration.

Subd. 6b - The District and the Exclusive Representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the District and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of seven names. The list maintained by the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternately strike names from the list of seven arbitrators until only one name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

Subd. 6c - The arbitrator shall not have the power to add to, to subtract from, or to modify in any way the terms of the existing contract. The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the Laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Subd. 7 - Processing of all grievances shall be during the normal work day whenever possible, and the employee(s) shall not lose wages due to the necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceedings are as follows:

- The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
- If the number of persons participating on behalf of the public employer is less than three, three employees may still participate in the proceedings without loss of wages.

Subd. 8 - The parties, by mutual written agreement, may waive any step and extend any time limits in this grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance.

Subd. 9 - The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any such provision or paragraph under any circumstances is held invalid, it shall not affect any other provision or paragraph of the grievance procedure or the application of any provision or paragraph thereof under different circumstances.

Subd. 10 - Election of Remedies and Waiver: A party instituting any action, proceeding, or complaint in a federal or state court of law or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum as outlined in this Agreement, the employee(s) shall waive the right to initiate a grievance pursuant to this Article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This Section shall not apply to actions to compel arbitration as provided in the Agreement, to enforce the award of an arbitrator, or to any situation in which its application constitutes unlawful reprisal or retaliation under applicable law.

### **5510.5110 POLICY**

~~Parts 5510.5110 to 5520.5190 are to be literally construed so as to effectuate the purposes of Minnesota Statutes, Chapter 179A, the Public Employment Labor Relations Act.~~

### **5510.5120 APPLICATION**

~~Parts 5510.5110 to 5510.5190 are applicable when a public employer and an exclusive representative of public employees have not reached agreement on or do not have access to a contract grievance procedure as required by Minnesota Statutes, Section 179A.20, Subdivision 4.~~

### **5510.5130 DEFINITIONS**

#### **Subpart 1. — Scope**

~~For the purpose of parts 5510.5110 to 5510.5190, the words defined in this part have the meanings given them.~~

#### **Subpart 2. — Bureau**

~~“Bureau” means the Bureau of Mediation Services.~~

#### **Subpart 3. — Days**

~~“Days” means calendar days.~~

#### **Subpart 4. — Employee**

~~“Employee” means any public employee who is employed in a position that is part of an appropriate unit for which an exclusive representative has been certified under Minnesota~~

~~Statutes, Section 179A.12.~~

~~Subpart 5. — Grievance~~

~~“Grievance” means a dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, Section 179A.20, Subdivision 1. If no contract exists between the exclusive representative and the employer, “grievance” means a dispute or disagreement regarding the existence of just cause in the discipline of any employee or the termination of non-probationary employees.~~

~~Subpart 6. — Non-probationary~~

~~“Non-probationary” means an employee who has completed an initial probationary period required as part of the public employer’s employment process.~~

~~Subpart 7. — Party~~

~~“Party” means either the exclusive representative and its authorized agent or the employer and its authorized representative.~~

~~Subpart 8. — Service~~

~~“Service” means personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization and its last known mailing address. Service under parts 5510.5110 to 5510.5190 is effective upon deposit with the United States Postal Service as evidenced by a postmark or dated receipt, or upon personal delivery.~~

~~5510.5131 Computation of Time~~

~~In computing any period of time prescribed or allowed by parts 5510.5110 to 5510.5190, the day or act or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday or holiday.~~

~~5510.5140 STEP ONE~~

~~When an employee or group of employees represented by an exclusive representative has a grievance, the employee or an agent of the exclusive representative shall attempt to resolve the matter with the employee’s immediate supervisor within 21 days after the employee, through the use of reasonable diligence, should have had knowledge of the event or act giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within five days after the grievance is presented.~~

---

### 5510.5150 STEP TWO

~~If the supervisor has not been able to resolve the grievance or has not responded in writing within the time period provided in part 5510.5140 (step one), a written grievance may be served on the next appropriate level of supervision by the exclusive representative. The written grievance shall provide a concise statement outlining the nature of the grievance, the provisions of the contract or the just cause situation in dispute, and a statement of the relief or remedy requested. The written grievance must be served on the employer's representative within 15 days after the immediate supervisor's response was due under part 5510.5140 (step one). The employer's representative shall meet with the agent of the exclusive representative within five days after service of the written grievance and both parties shall attempt to resolve the grievance. The employer's representative shall serve a written response to the grievance on the agent of the exclusive representative within five days of the meeting. The response shall contain a concise statement of the employer's position on the grievance and the remedy or relief the employer is willing to provide, if any.~~

### 5510.5160 STEP THREE

~~If the grievance is not resolved under part 5510.5150 (step two), the exclusive representative may serve the written grievance upon the chief administrative agent of the employer or that person's designated representative within ten days after the written response required by Part 5510.5150 (step two) was due. An agent of the exclusive representative shall meet with the chief administrative officer or designee within five days of service of the written grievance and they shall attempt to resolve the matter. The chief administrative officer or designee shall serve a written response to the grievance or the agent of the exclusive representative within five days of the meeting.~~

GRIEVANCE REPORT FORM

Independent District 200  
Hastings, Minnesota

Grievance No. \_\_\_\_\_

Name \_\_\_\_\_

Building \_\_\_\_\_

Date Grievance Occurred \_\_\_\_\_

Statement of Facts:

Specific Provisions of No Discrimination Policy Allegedly Violated:

Particular Relief Sought:

Dated: \_\_\_\_\_

Signature of Grievant \_\_\_\_\_

Copies to: Superintendent  
Supervisor

Adopted: 2/10/77

**ARTICLE XI - DURATION**

**THIS AGREEMENT** shall remain in full force and effect for a period commencing on July 1, 202~~4~~2 through June 30, 202~~6~~4. Unless otherwise mutually agreed, the parties shall not commence negotiations more than 90 days prior to the expiration of this Agreement.

In the event a new Agreement is not in effect on July 1, 202~~6~~4, 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 on this \_\_\_\_ day of \_\_\_\_\_ 202~~5~~3.

~~TECHNOLOGY SUPPORT STAFF~~ \_\_\_\_\_ ~~INDEPENDENT SCHOOL DISTRICT #200~~

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
\_\_\_\_\_  
Technology Support Representative \_\_\_\_\_ District Representative

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
\_\_\_\_\_  
Technology Support Representative \_\_\_\_\_ School Board Chair

Education Minnesota Hastings \_\_\_\_\_ Hastings Public Schools  
Computer Instructional Technicians \_\_\_\_\_ Independent School District #200

\_\_\_\_\_  
\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
\_\_\_\_\_  
Clerk

\_\_\_\_\_  
\_\_\_\_\_  
District Representative

\_\_\_\_\_

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

## APPENDIX A

### Lead Computer Technician

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>2024-2025</u>	<u>\$33.10</u>	<u>\$33.64</u>	<u>\$34.18</u>	<u>\$34.72</u>	<u>\$35.26</u>	<u>\$35.80</u>	<u>\$36.34</u>
<u>2025-2026</u>	<u>\$34.09</u>	<u>\$34.65</u>	<u>\$35.21</u>	<u>\$35.76</u>	<u>\$36.32</u>	<u>\$36.87</u>	<u>\$37.43</u>

### Theater Coordinator

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>2024-2025</u>	<u>\$29.82</u>	<u>\$30.74</u>	<u>\$31.66</u>	<u>\$32.58</u>	<u>\$33.50</u>	<u>\$34.42</u>	<u>\$35.33</u>
<u>2025-2026</u>	<u>\$30.71</u>	<u>\$31.66</u>	<u>\$32.61</u>	<u>\$33.56</u>	<u>\$34.51</u>	<u>\$35.45</u>	<u>\$36.39</u>

### Computer Technician II

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>2024-2025</u>	<u>\$27.03</u>	<u>\$27.42</u>	<u>\$27.81</u>	<u>\$28.20</u>	<u>\$28.59</u>	<u>\$28.98</u>	<u>\$29.35</u>
<u>2025-2026</u>	<u>\$27.84</u>	<u>\$28.24</u>	<u>\$28.64</u>	<u>\$29.05</u>	<u>\$29.45</u>	<u>\$29.85</u>	<u>\$30.23</u>

### Instructional Lab Technician Assistive Technology Technician

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
<u>2024-2025</u>	<u>\$20.96</u>	<u>\$21.46</u>	<u>\$21.96</u>	<u>\$22.46</u>	<u>\$22.96</u>	<u>\$23.46</u>	<u>\$23.94</u>
<u>2025-2026</u>	<u>\$21.59</u>	<u>\$22.10</u>	<u>\$22.62</u>	<u>\$23.13</u>	<u>\$23.65</u>	<u>\$24.16</u>	<u>\$24.66</u>

Footnote: The following individual shall be grandfathered at a 3% annual increase; pay rates shall be as follows:

	<u>2024-2025</u>	<u>2025-2026</u>
<u>Mary Rowan</u>	<u>\$25.62</u>	<u>\$26.38</u>

**2022-2023**

DESCRIPTION	Step	Grade-10	Grade-9	Grade-6
-	-	-	-	-
Hourly Rates				
<b>Grade-10</b>				
—Lead Computer Technician	6	\$27.97	\$25.47	\$19.40
—Theater Coordinator	7	\$28.65	\$26.09	\$19.81
	8	\$29.35	\$26.68	\$20.22
<b>Grade-9</b>				
—Computer Tech II	9	\$30.06	\$27.28	\$20.59
	10	\$30.75	\$27.85	\$21.02
	11	\$31.43	\$28.47	\$21.42
<b>Grade-6</b>				
—Assistive Technology Technician	12	\$32.14	\$29.06	\$21.82
—Instructional Lab Technician	13	\$32.85	\$29.66	\$22.42
	16	\$34.10	\$30.66	\$23.42
	21	\$35.35	\$31.66	\$24.42

Retention payment: For 2022-2023, all 12 month technology support staff hired on or before June 30, 2022 will receive a one-time payment of \$1,000 paid out the first payroll in December 2022. All less than 12 month technology support staff hired on or before June 30, 2022 will receive a one-time payment of \$600 paid out the first payroll in December 2022.

**2023-2024**

DESCRIPTION	Step	Grade-10	Grade-9	Grade-6
-	-	-	-	-
Hourly Rates				
<b>Grade-10</b>				
—Lead Computer Technician	6	\$28.53	\$25.98	\$19.79
—Theater Coordinator	7	\$29.22	\$26.61	\$20.21
	8	\$29.94	\$27.21	\$20.62
<b>Grade-9</b>				
—Computer Tech II	9	\$30.66	\$27.83	\$21.00
	10	\$31.37	\$28.41	\$21.44
	11	\$32.06	\$29.04	\$21.85
<b>Grade-6</b>				
—Assistive Technology Technician	12	\$32.78	\$29.64	\$22.26
—Instructional Lab Technician	13	\$33.51	\$30.25	\$22.87
	16	\$34.76	\$31.25	\$23.87
	21	\$36.01	\$32.25	\$24.87

**APPENDIX B - SEVERANCE RATE AND HEALTH CAPS**

Classification	Last	First	Grade	Severance Yes/No	Max Hourly Rate Current	Retiree Health Yes/No	Max Monthly Single	Max Monthly Family
<input type="button" value="v"/>	<input type="button" value="v"/>	<input type="button" value="v"/>	<input type="button" value="v"/>	<input type="button" value="v"/>				

					Step 13			
Assistive Tech Technician	Rowan	Mary	6	Yes	\$17.41	Yes	\$225	\$350
Computer Technician	Smith	Derek	9	Yes	\$23.63	Yes	\$225	\$350

## TERMS OF SICK LEAVE BANK

The following are the terms under which a sick leave bank is available to employees who covered under the Terms and Conditions for Technology Support Staff:

### 1. Purpose

- a. The purpose of the Sick Leave Bank is to provide additional sick leave to those employees who have exhausted their paid leave and have a catastrophic accident, illness, or serious recurring illness, necessitating extended absence.

### 2. Membership

- a. Employees shall contribute a maximum of one day of sick/ESST leave during the donation period to be eligible for the Sick Leave Bank.
  - i. Employees who do not contribute one sick/ESST day to the Sick Leave Bank during the donation period shall not be eligible to use leave from the bank.
- b. Employees shall be offered the opportunity to join the Sick Leave Bank during donation periods. Employees will be notified 15 days in advance of scheduled donation periods.
- c. Employees hired after the enrollment period shall be eligible to join the Sick Leave Bank within 15 days of their employment start date.
- d. Employees returning from a leave of absence shall be eligible to join the Sick Leave Bank within 15 days of their return from leave.
- e. Leave contributed to the Sick Leave Bank is not taxed or tax deductible to the donor, is non-refundable, and contributions are irrevocable.
- f. If at any time the balance in the Sick Leave Bank goes below 20 days, the District will organize a donation period.

### 3. Qualification

- a. To qualify for the Sick Leave Bank, the employee must have exhausted their personal sick/ESST leave accrual, and other paid leave available to them (i.e. ~~essential leave, vacation, etc discretionary leave~~).
- b. To qualify as a catastrophic accident or illness, for the purpose of this Sick Leave Bank, the employee must:
  - i. Need leave to meet the waiting period for Long Term Disability; or
  - ii. Need leave to cover an extended period of absence resulting from an accident with major injury and/or a serious health condition, as defined under the FMLA; or
  - iii. Need leave to cover intermittent absences resulting from an ongoing, recurring illness/serious health condition, as defined under the FMLA; or
  - iv. Be required to provide care for the serious health condition (as defined under the FMLA) of a spouse, child, or parent, whether for an extended period of time or on a recurring basis; and
- c. Written verification by the attending physician is required.

### 4. Maximum Eligibility

- a. Employees shall be eligible to use up to a maximum of ten days per school year from the Sick Leave Bank, for qualifying absences.

5. Exclusions

- a. With the exception of FMLA or medical leave, employees on leave are not eligible to access the Sick Leave Bank.
- b. An employee who is collecting benefits from Long Term Disability or Workers Compensation will not be eligible.
- c. An employee who is absent for treatment and/or surgery that is considered elective in nature will not be eligible.

6. Part-time Employees

- a. Employees who are part of the plan and work less than full time shall be eligible for benefits only for the pro-rata portion of the work day for which they are employed.

7. Administration

- a. A member must apply for benefits under the Sick Leave Bank by submitting a written request to the Human Resources Department. Such request must be submitted and approved prior to the use of the leave.
- b. The Sick Leave Bank will be administered by the Human Resources Department and granting of leave shall be in accordance with the terms stated herein.
- c. If leave is denied and the employee believes it meets the stipulated requirements, the denial may be appealed to the Superintendent.

Education Minnesota Hastings  
Computer Instructional Technicians

Hastings Public Schools  
Independent School District #200

\_\_\_\_\_  
 FOR THE UNION

\_\_\_\_\_  
 FOR THE DISTRICT

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 DATE **TECHNOLOGY SUPPORT STAFF**  
**#200**

\_\_\_\_\_  
**INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
 \_\_\_\_\_  
 Technology Support Representative

BY: \_\_\_\_\_  
 \_\_\_\_\_  
 District Representative

BY: \_\_\_\_\_  
 \_\_\_\_\_  
 Technology Support Representative

BY: \_\_\_\_\_  
 \_\_\_\_\_  
 School Board Chair

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

**Memorandum of Understanding – Collapsed Classroom Pay**

The Hastings School District and ~~Technology Support Staff~~ Computer Instructional Technicians agree to the following:

In the event the school district initiates the practice of a collapsed classroom at the elementary level, and additional students from the collapsed classroom are moved under the supervision of the instructional lab technician, additional compensation will be as follows:

- 2 - 4 hours                      \$15.00 per instructional lab technician
- 4.25 hours or more            \$30.00 per instructional lab technician

<u>Education Minnesota Hastings</u>	<u>Hastings Public Schools</u>
<u>Computer Instructional Technicians</u>	<u>Independent School District #200</u>

<u>FOR THE UNION</u>	<u>FOR THE DISTRICT</u>
----------------------	-------------------------

<u>DATE</u>	<u>DATE</u>
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<del>TECHNOLOGY SUPPORT STAFF</del>	<del>INDEPENDENT SCHOOL DISTRICT #200</del>
-------------------------------------	---

BY: _____	BY: _____
_____ Technology Support Representative	_____ District Representative

BY: _____	BY: _____
_____ Technology Support Representative	_____ School Board Chair

DATE: _____	DATE: _____
_____	

Memorandum of Understanding – Paid Leave

MEMORANDUM OF UNDERSTANDING BETWEEN  
Independent School District 200 (hereinafter referred to as “District”)  
AND  
Education Minnesota Hastings Educational Support Professionals  
(hereinafter referred to as “Union”)

WHEREAS the District and Union are parties to a collective bargaining agreement (CBA) for the period from July 1, 2024, through June 30, 2026; and,

WHEREAS the District and Union desire to address possible terms and conditions related to Paid Family Medical Leave or Paid Leave under Minnesota Statutes Section 268B.01, et seq., after the Department of Employment and Economic Development (DEED) creates the rules guiding benefits; and,

WHEREAS the rules that will guide the use and implementation of the Paid Leave benefits are currently being created by the Minnesota Department of Employment and Economic Development (DEED);

WHEREAS the District and Union prefer to negotiate on this subject when rulemaking is completed;

WHEREAS Paid Family Medical Leave or Paid Leave (PFML) as per Minnesota Statutes Section 268B.01, et seq. goes into effect on January 1, 2026;

NOW THEREFORE, be it resolved that the parties agree to the following:

Within 30 days of the Minnesota Department of Employment and Economic Development (DEED) making public a final set of rules, but no later than May 30, 2025, the parties agree to reopen negotiations to meet and negotiate regarding potential terms related to Paid Family Medical Leave or Paid Leave.

Effective Date and Duration

This MOU shall continue in effect until June 30, 2026.

NOW THEREFORE, be it further resolved that the parties agree to the following:

Impact on Precedent. Nothing in this MOU may be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the District and the Union. Neither the District nor the Union may refer to this MOU or submit it in any proceeding or case as evidence of a precedent or practice.

Entire Agreement. This MOU constitutes the entire agreement between the parties related to reopening bargaining related to leave related to Paid Family Medical Leave or Paid Leave as per Minnesota Statute. Neither party has relied on any statements, promises, or representations that are not stated in this MOU. The terms of this MOU constitute the entire agreement between the parties and supersede any prior written or oral, or other agreement,

statement, or practice between the parties relating to the subject matter of this MOU. No changes to this MOU will be valid unless they are in writing and signed by both parties. A copy of this MOU will have the same legal effect as the original.

IN WITNESS WHEREOF, the parties have voluntarily entered into this MOU on the dates shown by their signatures. This MOU will not become effective unless and until it is approved by the District's School Board and is signed by both parties.

Education Minnesota Hastings  
Computer Instructional Technicians

Hastings Public Schools  
Independent School District #200

\_\_\_\_\_  
FOR THE UNION

\_\_\_\_\_  
FOR THE DISTRICT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**JOINT POWERS AGREEMENT FOR WORKSITE WELLNESS  
BETWEEN THE COUNTY OF DAKOTA AND  
INDEPENDENT SCHOOL DISTRICT (ISD) 200**

This Joint Powers Agreement (“Agreement”) is entered into by and between the County of Dakota, a political subdivision of the State of Minnesota, by and through its Department of Public Health, and Independent School District (ISD) 200, 1000 West 11<sup>th</sup> St., Hastings, MN 55033 (“Contractor”), by and through their respective governing bodies.

**RECITALS**

**WHEREAS**, the County and the Contractor are governmental units as that term is defined in Minn. Stat. §471.59;

**WHEREAS**, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting Parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units;

**WHEREAS**, the County has received a grant of monies from the State of Minnesota acting through the Minnesota Department of Health Grant Project Agreement No. 183510 for implementation of the County’s Statewide Health Improvement Program (“SHIP”);

**WHEREAS**, the County is permitted to make sub-grants of its SHIP funds and the County has solicited and considered grant applications from entities for use of such funds; and

**WHEREAS**, the County has awarded Contractor with SHIP funds described herein based the grant expenditures outlined in Exhibit 2, Service Grid.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein, the County and Contractor hereby agree as follows:

1. Effective Date. This Agreement shall be effective as of the later date of signature by the parties.
2. Purpose. The purpose of this Agreement is to provide funding by the County to the Contractor so that the Contractor may participate in the Dakota County SHIP Worksite Wellness program. All funds provided by the County are to be used by the Contractor solely for the purposes described in Exhibit 2, Service Grid.
3. Contractor Obligations under State Contracts. The grant funds provided to Contractor under this agreement are subject to the terms and conditions contained in both the Master Grant Contract between Dakota County and the State of Minnesota dated September 18, 2019, as may be periodically amended, and the SHIP Grant Project Agreement between the Dakota County Community Health Board and the State of Minnesota dated October 1, 2020, as may be

periodically amended, including amendments dated August 23, 2021 and October 18, 2022. (“State Contracts”). See Exhibit 7. Contractor agrees to comply with all terms and conditions contained in such contracts that are applicable to the County. County will provide future State Contract amendments, if any, to the Contractor within 30 days of execution.

4. County Obligations. The County agrees to reimburse the Contractor in an amount not to exceed \$2,000.00 for costs incurred in performing services fulfilling the Purpose described above from the, Effective Date through October 31, 2025.
5. Reimbursement and Reporting. After this Agreement has been executed by both parties, the Contractor may claim reimbursement for expenditures incurred in connection with the performance of activities that are eligible for reimbursement in accordance with this Agreement.

The County will reimburse the Contractor within 45 calendar days of the Contractor’s submission of invoices to the County. Invoices must be submitted using the form in Exhibit 6. All requests for reimbursement must be submitted by October 31, 2025. The Contractor must certify that the requested reimbursements are accurate, appropriate and eligible in accordance with the State Contracts, that it has documentation of the actual expenditures for which reimbursement is sought, and that such expenditures have not been otherwise reimbursed. Contractor must provide their changes & testimonials using the form in Exhibit 3, Change and Testimonial Tracker. Contractor must provide their responses for sustainability using the form in Exhibit 4, Sustainability Checklist. Contractor must complete all of its responsibilities using the form in Exhibit 5, Deliverable Checklist.

6. Authorized Representatives. The following named persons are designated as the Authorized Representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications, except that the Authorized Representatives shall have only authority specifically granted by their respective governing boards. Notice required to be provided pursuant this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification to this Agreement.

The County's Authorized Representative is:  
Marti Fischbach, Community Services Director  
Telephone: 651-554-5742  
Email: [Marti.Fischbach@co.dakota.mn.us](mailto:Marti.Fischbach@co.dakota.mn.us)

Marti Fischbach, or his/her successor, has the responsibility to monitor the Contractor’s performance pursuant to this Agreement and the authority to approve invoices submitted for reimbursement.

The Contractor’s Authorized Representative is:  
Jen Seubert, Director of Finance & Operations  
Telephone: 651-480-7005

Email: [jseubert@isd200.org](mailto:jseubert@isd200.org)

The parties shall provide written notification to each other of any change to the Authorized Representative. Such written notification shall be effective to change the designated liaison under this Agreement, without necessitating an amendment of this Agreement.

7. Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the County and a fully executed assignment agreement, executed by the County and the Contractor.
8. Use of Subcontractors. The Contractor shall not engage subcontractors under this Agreement without the express written consent of the County. It is Contractor's responsibility to make sure all subcontractors are subject to the provisions of this Agreement that are applicable to Contractor.
9. Indemnification. It is understood and agreed the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from the parties' acts or omissions. Parties agree to indemnify, defend and hold harmless the other, its officers, agents and employees against any and all liability, loss, costs, damages, claims or actions its officers, agents or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officers, agents, subcontractors or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement.
10. Insurance Terms. In order to protect itself and to protect the County under the indemnity provisions set forth above, Contractor shall, at its expense, procure and maintain policies of insurance covering the term of this Agreement. All retentions and deductibles under such policies shall be paid by the Contractor.
11. Audit. The Contractor shall maintain books, records, documents and other evidence pertaining to the costs or expenses associated with the work performed pursuant to this Agreement. Upon request the Contractor shall allow the County, Legislative Auditor or the State Auditor to inspect, audit, copy or abstract all of the books, records, papers or other documents relevant to this Agreement. The Contractor shall use generally accepted accounting principles in the maintenance of such books and records, and shall retain all of such books, records, documents and other evidence for a period of six (6) years from the date of the completion of the activities funded by this Agreement.
12. Data Practices. The Contractor agrees with respect to any data that it possesses regarding the Agreement to comply with all of the provisions of the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as the same may be amended from time to time.
13. Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed as creating or establishing the relationship of co-partners or joint ventures between the

County and the Contractor, nor shall the County be considered or deemed to be an agent, representative or employee of the Contractor in the performance of this Agreement. Personnel of the Contractor or other persons while engaging in the performance of this Agreement shall not be considered employees of the County and shall not be entitled to any compensation, rights or benefits of any kind whatsoever.

14. Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be with the appropriate state court with competent jurisdiction in Dakota County.
15. Compliance with Law. The Contractor agrees to conduct its work under this Agreement in compliance with all applicable provisions of federal, state, and local laws, ordinances, or regulations, and further agrees to comply with Exhibit 1, Standard Assurances. The Contractor is responsible for obtaining and complying with all federal, state, or local permits, licenses, and authorizations necessary for performing the work.
16. Default and Remedies.
  - (a) Events of Default. The following shall, unless waived in writing by the County, constitute an event of default under this Agreement: If the Contractor fails to fully comply with any material provision, term, or condition contained in this Agreement.
  - (b) Notice of Event of Default and Opportunity to Cure. Upon the County's giving the Contractor written notice of an event of default, the Contractor shall have thirty (30) calendar days in which to cure such event of default, or such longer period of time as may be reasonably necessary so long as the Contractor is using its best efforts to cure and is making reasonable progress in curing such events of default (the "Cure Period"). In no event shall the Cure Period for any event of default exceed two (2) months. Within ten (10) calendar days after receipt of notice of an event of default, the Contractor shall propose in writing the actions that the Contractor proposes to take and the schedule required to cure the event of default.
  - (c) Remedies. Upon the Contractor's failure to cure an event of default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:
    - (1) The County may refrain from disbursing the grant monies; provided, however, the County may make such a disbursement after the occurrence of an event of default without thereby waiving its rights and remedies hereunder.
    - (2) The County may enforce any additional remedies it may have in law or equity.
    - (3) The County may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to the Contractor. Such notice to terminate for cause shall specify the circumstances warranting termination of the Agreement. Cause shall be a material breach of this Agreement and any supplemental

agreement or modification to this Agreement or an event of default. Notice of Termination shall be made by certified mail or personal delivery to the Authorized Representative of the other Party. For purposes of termination and default, all days are calendar days.

17. Non-Appropriation. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated immediately by the County in the event sufficient funds from the County, State, or Federal sources are not appropriated, obtained and continued at least the level relied on for the funding of this Agreement, and the non-appropriation of funds did not result from any act or bad faith on the part of the County.
  
18. Special Conditions. The Contractor understands and agrees that it will perform the work contemplated by this Agreement in such a way as to comply with and enable the County to comply with all of the requirements imposed upon the County in the State Contracts, including but not limited to the following:
  - (a) Any publicity given to the activities occurring as a result of this Agreement, including notices, informational pamphlets, press releases, research, reports, signs and similar public notices shall identify that it is “Supported by the Statewide Health Improvement Partnership, Minnesota Department of Health and Dakota County Public Health Department” and shall not be released unless approved in writing by these entities’ authorized representatives.
  
  - (b) The Contractor shall indemnify, save and hold the Department, its representatives and employees harmless from any and all claims or causes of action, including reasonable attorney fees incurred by the Department, arising from the performance of the activities funded by this Agreement by the Contractor or its agents or employees.
  
  - (c) The Contractor, by executing this Agreement, grants to the Department a perpetual, irrevocable, no-fee right and license to make, have made, reproduce, modify, distribute, perform and otherwise use the Materials for any and all purposes, in all forms and manners that the Department, in its sole discretion, deems appropriate.
  
19. Exhibits. The following exhibits are attached to and incorporated within this Joint Powers Agreement.
  - Exhibit 1: Standard Assurances;
  - Exhibit 2: Service Grid;
  - Exhibit 3: Change and Testimonial Tracker;
  - Exhibit 4: Sustainability Checklist;
  - Exhibit 5: Deliverable Checklist;
  - Exhibit 6: Invoice Form; and
  - Exhibit 7: SHIP Agreements
  
20. Waiver. If the County fails to enforce any provision of this Agreement, that failure shall not result in a waiver of the right to enforce the same or another provision of this Agreement.

21. Complete Agreement. This Agreement and Exhibits contain all negotiations and agreements between the County and the Contractor. Any amendment to this Agreement must be in writing and executed by the County and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party. In the event of a conflict between the terms of any Exhibit and the body of this Agreement, this Agreement shall control.

**The rest of this page is intentionally left blank. Signatures are on the following page.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Approved as to form:

**COUNTY OF DAKOTA**

\_\_\_\_\_  
Assistant County Attorney/Date

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

Title: \_\_\_\_\_

County Board Res No. \_\_\_\_\_  
Dakota County Contract \_\_\_\_\_  
Dakota County KS 24-\_\_\_\_

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

**INDEPENDENT SCHOOL DISTRICT (ISD) 200  
CONTRACTOR**

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

Title: \_\_\_\_\_

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

**EXHIBIT 1  
STANDARD ASSURANCES**

1. **NON-DISCRIMINATION**. During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because the person is a member of a protected class under, and as defined by, federal law or Minnesota state law including, but not limited to, race, color, creed, religion, sex, gender, gender identity, pregnancy, national origin, disability, sexual orientation, age, familial status, marital status, veteran's status, or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination.. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients, including their contractors and subcontractors, of federal financial assistance from discriminating on the basis of race, color or national origin which includes not discriminating against those persons with limited English proficiency.

J. The Pregnancy Discrimination Act of 1978, which amended Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.* which prohibits discrimination on the basis of pregnancy, childbirth, or related medical conditions.

K. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

L. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract, all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract are subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the Minnesota Rules implementing the MGDPA. Contractor must comply with the MGDPA as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to a data requestor if the public data are available from the County, except as required by the terms of this Contract. If Contractor is a subrecipient of federal grant funds under this Contract, it will comply with the federal requirements for the safeguarding of protected personally identifiable information ("Protected PII") as required in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, and the County Protected PII procedures, which are available upon request. Additionally, Contractor must comply with any other applicable laws on data privacy. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **PROHIBITED TELLECOMMUNICATIONS EQUIPMENT/SERVICES.** If Contractor is a subrecipient of federal grant funds under this Contract, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018) (the "Act"), and 2 CFR § 200.216, Contractor will not use funding covered by this Contract to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any agreement related to this Contract.

6. **CONTRACTOR GOOD STANDING.** If Contractor is not an individual, Contractor must be registered to do business in Minnesota with the Office of the Minnesota Secretary of State and shall maintain an active/in good standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in status within five calendar days of such change. Business entities formed under the laws of a jurisdiction other than Minnesota must maintain a certificate of authority (foreign corporations, limited liability companies, limited

partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

7. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals\* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

\*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

8. **HEALTH DATA PRIVACY.** When applicable to the Contractor's duties under this Contract, the Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Minnesota Health Records Act, and any other applicable health data laws, rules, standards, and requirements in effect during the term of this Contract.

9. **APEALS.** The Contractor shall assist the County in complying with the provisions of Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters, if applicable.

10. **REPORTING.** Contractor shall comply with the provisions of the "Child Abuse Reporting Act", Minn. Stat. § 626.556, as amended, and the "Vulnerable Adult Reporting Act", Minn. Stat. § 626.557, as amended, and any rules promulgated by the Minnesota Department of Human Services, implementing such Acts.

11. **PSYCHOTHERAPISTS.** Contractor has and shall continue to comply with the provisions of Minn. Stat. Ch. 604, as amended, with regard to any currently or formerly employed psychotherapists and/or applicants for psychotherapist positions.

12. **EXCLUDED MEDICAL ASSISTANCE PROVIDERS.** By signing this contract, Provider certifies that it is not excluded. 42 U.S.C. § 1397 *et seq.* (subch. XX) of the Social Security Act.

13. **MDHS THIRD-PARTY BENEFICIARY.** The following applies to contracts related to adult mental health services; see Minn. Stat. § 245.466, subd. 2. Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and as a third-party beneficiary, is an affected party under this Contract. Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance of all or any part of the Contract between the County Board and Contractor. Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from Contractor reasonable attorneys' fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Contract or any other third party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. (Minn. Stat. § 245.466, subd. 3; Minn. R. 9525.1870, subp. 2).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at [https://oig.hhs.gov/exclusions/exclusions\\_list.asp](https://oig.hhs.gov/exclusions/exclusions_list.asp)

Attycv/Exh SA (Rev. 1-23)

**Exhibit 2 Service Grid**

**Purpose:** To support Dakota County community partners in worksite wellness projects.

**Contractor Responsibilities**

The Contractor responsibilities include the establishing or improving of fundamental elements of a healthy workplace and implementing policy, environmental, systems and social support changes in the selected focus strategy. The new initiative will be implemented organization-wide per the work plan. Contractor will focus on employee wellbeing initiatives at Pinecrest Elementary.

Dakota County Public Health Department will provide up to \$2,000.00 from the Statewide Health Improvement Partnership (SHIP) and the Minnesota Department of Health (MDH) upon receipt and acceptance of the Contractor performing the following deliverables:

**Contractor Deliverables**

- Contractor will attend regularly scheduled meetings, likely monthly or as determined by both parties. During meetings contractor will provide updates on project milestones, work status, and other relevant project issues through email, phone and/or video check-ins.
- Submit goals/work plan by July 1, 2025.
- Submit pre- and post- photos; include photos of signage of changes (if applicable) per health promotion specialist with mutually agreed upon due dates.
- Submit baseline and post- assessment if applicable with mutually agreed upon due dates.
- Complete organizational assessments
- Submit following documents by October 31, 2025
  - Change and testimonial tracker (Exhibit 3)
  - Sustainability checklist (Exhibit 4)
  - Deliverable checklist (Exhibit 5)
  - New or revised Contractor policy (include policy before revision if applicable)
- Submit completed Deliverables Checklist to Dakota County Public Health Liaison by October 31, 2025 (Exhibit 5)

**County roles and responsibilities:**

- Provide technical assistance and support through process.
- Organize and facilitate collaborative meetings which provide training on SHIP worksite wellness sub-strategies and potential peer-to-peer sharing opportunities.
- Research and provide worksite wellness tools and resources.
- Facilitate yearly organizational assessment and other assessments as needed.
- Provide evaluation and policy development expertise.
- Assist with reporting results.

**Notes:**

- The grant funds provided to Contractor under this agreement are also subject to the terms and conditions contained in both the Master Grant Contract and the Project Agreement between the Dakota County Community Health Board and the State of Minnesota. The County will provide copies of these contracts to Contractor upon request. Contractor agrees to comply with all such terms and conditions

- Contractor shall submit all SHIP-related communications to public health liaison for pre-approval. **Please allow a minimum of 7 business days for approvals in advance of public release.**
- Contractor shall include SHIP tagline in all print and electronic documents: **Funding for this project was provided by the Statewide Health Improvement Partnership of Dakota County.**

### **Interpreters**

County will pay for the actual costs of providing interpreter services to non-English speaking participants who are an open Dakota County case. The Contractor must receive prior written authorization of interpreter services costs from County staff prior to using those services. Unless specifically prior authorized by the County, the Contractor must access interpreters from those agencies under contract with the County to provide interpreter services.

### **State Contract**

The grant funds provided to Contractor under this agreement are subject to the terms and conditions contained in both the Master Grant Contract and the Project Agreement between the Dakota County Community Health Board and the State of Minnesota. Contractor agrees to comply with all terms and conditions contained in such contracts. These agreements with the state are also attached to this agreement.

### **Insurance, Diversity, and Equity**

The County embraces and supports person-centered practices and expects contractors to do the same. Person-centered practices are structured in a way to support a client's comfort and ability to express choice, control, and direction in all aspects of service delivery and support. While the nature of some services and service deliveries is such that it must account for factors beyond the client's choice, control and direction, including, but not limited to, the terms of this Contract, court orders, the safety of the client and others, and governing law, the County values consideration of the client's perspective, knowing that services are more efficient and effective when aligned with client choice. [For more information, refer to *Person-Centered, Informed Choice and Transition Protocol*, Minnesota Department of Human Services, issued 3/27/17 and updates.]

The County further recognizes that pervasive racism, discrimination and other institutional and community biases, as well as harm from historical trauma, are experienced by cultural communities and that this may contribute to overrepresentation of cultural communities in some County services. Appropriate service delivery often requires open discussion considering the real-life experiences of the people served, paying attention to the impact of pervasive racism and bias. At the referral level, it means inquiring with families about how to integrate their family or individual culture into service delivery. At the service level, it includes attention to outcomes for families receiving services in order to assess whether effectiveness differs in cultural communities and responding to any differences.

It is expected that while performing services for the County, the Contractor shall abstain from unacceptable behaviors including, but not limited to:

- Racial, ethnic or discriminatory jokes or slurs;
- Hostile, condemning, or demeaning communications, both verbal and written;
- Behavior demonstrating disrespect, dishonesty, intimidation, or disruption to the work relationship; and
- Retaliation against any person who reports or addresses unacceptable behavior.

It is the responsibility of the Contractor to ensure staff delivering services for the County are aware of these expectations and trained as needed to ensure respectful, cooperative and professional conduct in interactions with County staff and clients. If the County experiences or receives a report of an unacceptable behavior, it will share the report with Contractor. The Contractor must inform the County of steps taken to remedy the unacceptable behavior within ten (10) working days. If the unacceptable behavior persists, the County may terminate the Contract pursuant to the termination provision in the Contract.

**Exhibit 3 - Change and Testimonial Tracker**

<b>List all changes related to wellness for this Contract period May 2025 – October 31, 2025</b>
<b>Organizational Supports</b> (i.e., Leadership Support, Wellness Committee, Communication Strategies, etc.)

<b>Policy Changes</b> (i.e., New/Updates Policies, guidelines, overviews, employee handbooks, etc.)

<b>Systems Changes</b> (i.e., committee charters, processes and procedures, blueprint documents, employee handbooks, resource organization, new hire processes, intranet sites, mission/vision statements, branding, etc.)

<b>Environmental Changes</b> (i.e., New/Updated facilities, spaces, equipment, signage, vending, tangible items, etc. pictures are encouraged)

<b>Additional Items/Wellness Activities</b> (i.e., social support activities, tracking, surveys, etc.)

**List 1-2 stories employee testimonials or stories about how these changes personally affected them.**

Date	Affiliation with site	Testimonial or Story

--	--	--

**Exhibit 4 Sustainability Checklist**

**Dakota County SHIP**

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

This checklist provides a list of items researched as being critical for sustaining Policy, System, and Environmental (PSE) changes. The checklist should be completed with staff and/or consultants who you worked with to implement the PSE change or SHIP (Statewide Health Improvement Partnership) initiative at Contractor's organization.

1. Partner name and short description of SHIP project:
  
2. Does Contractor have a written plan for sustaining this initiative? Check one option:
  - \_\_\_\_\_ Yes, a written plan is in place (please include a copy)
  - \_\_\_\_\_ Not yet, a written plan will be in place within the next \_\_\_\_\_ months
  - \_\_\_\_\_ No, we do not plan to create a written plan
  
3. If known, please provide name(s) and title(s) of Contractor's staff who plan to manage this initiative post-SHIP funding.

Name and Title:			
<b>Select one box per item:</b>	<b>Yes</b>	<b>No</b>	<b>Notes</b>
There is leadership support for the initiative post-SHIP funding.	<input type="checkbox"/>	<input type="checkbox"/>	
There are opportunities for staff to participate in sustaining this initiative (e.g., assist with implementation, offer feedback, receive/provide training).	<input type="checkbox"/>	<input type="checkbox"/>	
This initiative aligns with our organization's strategic plan.	<input type="checkbox"/>	<input type="checkbox"/>	
There are opportunities to partner with other agencies/vendors to support this initiative (e.g., share expertise, receive/provide training, expand networks, collaborate).	<input type="checkbox"/>	<input type="checkbox"/>	
We have identified potential funding sources or are able to draw from internal resources (e.g., staff time, part of our operational budget) to support this initiative.	<input type="checkbox"/>	<input type="checkbox"/>	
This initiative will meet the needs of our target audience.	<input type="checkbox"/>	<input type="checkbox"/>	
This initiative will be sustainable post SHIP funding.	<input type="checkbox"/>	<input type="checkbox"/>	
What other approaches, if any, are you considering to sustain this initiative?			
What leadership support(s) are in place to sustain this initiative?			
Have any other funds been received during this reporting period to support the project, list the amount and source:			

List and describe any barriers:

**Exhibit 5 - Deliverable Checklist**

**Contract #:** \_\_\_\_\_

**Worksite Name:** \_\_\_\_\_

**Submit by October 31, 2025, via email to:**

Dakota County Public Health Department\*

Attn: Erin Ostrowski

Email: [erin.ostrowski@co.dakota.mn.us](mailto:erin.ostrowski@co.dakota.mn.us)

Phone: (651) 554-6154

	<b>Deliverable</b>	<b>Completion Date</b>
1.	Organizational assessment: Pre-assessment	
2.	Pre-photo: baseline, if applicable	
3.	Baseline assessment SEWA (if applicable, optional surveying)	
4.	Regular check-ins	
5.	Work plan (approx. July 2025)	
6.	Post- photo: after change completed, if applicable	
7.	Post-assessment SEWA (if applicable, optional surveying)	
8.	Organizational assessment: post-assessment	
9.	Exit Documents: <ul style="list-style-type: none"> <li>• Change and Testimonial tracker (Exhibit 4)</li> </ul> Sustainability checklist (Exhibit 5)	
10.	New or revised policy *Include previous policy (if it was revised)	

Payment will take place within 30 days of County's receipt and acceptance of the Contractor's completed Deliverable Checklist. All deliverables are due October 31, 2025.

**Exhibit 6 - Invoice Form**

**Invoice #:**  
**Contract #:**  
**Project Name** SHIP Worksite Wellness

**Invoice Date:**

**Remit to:**  
AGENCY NAME  
Attn:  
Email:  
Phone:

**Bill to:**  
Dakota County Public Health Department  
Attn: Erin Ostrowski  
Email: [erin.ostrowski@co.dakota.mn.us](mailto:erin.ostrowski@co.dakota.mn.us)  
Phone: (651) 554-6154

Detailed description of materials/goods	Total Price	
SHIP Worksite Wellness (for completion of deliverables)		
	<b>Subtotal</b>	\$

<b>Comment:</b>	<b>Grand Total</b>	
	<b>Balance Due</b>	\$

Payment will take place within 30 days of County's receipt and acceptance of the Contractor's completed Deliverable Checklist. All deliverables are due October 31, 2025.

Exhibit 7 – SHIP Amendments

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# Exhibit 7



CH8 Grant Project Agreement Template STATE FUNDS Version 1.8, 12/27/19  
Grant Project Agreement Number 183510  
Between the Minnesota Department of Health and Dakota County Community Health Board

## Minnesota Department of Health Grant Award Cover Sheet

You have received a grant award from the Minnesota Department of Health (MDH). Information about the grant award, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

**ATTACHMENT:** Grant Project Agreement

**CONTACT FOR MDH:** Meredith Ahlgren, 651-201-5446, meredith.ahlgren@state.mn.us

Grantee SWIFT Information	Grant Agreement Information	Funding Information
<b>Name of MDH Grantee:</b> Dakota County Community Health Board	<b>Grant Agreement/Project Agreement Number:</b> 183510	<b>Total Grant Funds (all funding sources):</b> \$782,859.00
<b>Grantee SWIFT Vendor Number:</b> 0000197289	<b>Period of Performance Start Date:</b> November 1, 2020	<b>Total State Grant Funds:</b> \$782,859.00
<b>SWIFT Vendor Location Code:</b> 001	<b>Period of Performance End Date:</b> October 31, 2025	<b>Total Federal Grant Funds:</b> N/A

DocuSign Envelope ID: EED95507-9C8B-442B-8402-



CHB Grant Project Agreement Template STATE FUNDS Version 1.8, 12/27/19  
Grant Project Agreement Number 183510  
Between the Minnesota Department of Health and Dakota County Community Health Board

**Minnesota Department of Health  
Community Health Board Grant Project Agreement**

This Grant Project Agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health ( "State") and the Dakota County Community Health Board, an independent organization, not an employee of the State of Minnesota, 1 Mendota Rd. W., Suite 410, West St. Paul, MN 55118, ("Grantee").

1. Under Minnesota Statutes 144.0742, the State is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;
2. The State and the Grantee have entered into Master Grant Contract number 12-700-00068 ("Master Grant Contract") effective January 1, 2015 or subsequent Master Grant Contracts and amendments and supplements thereto;
3. The State, pursuant to Minnesota Statutes 145.986, is empowered to award Statewide health Improvement Partnership (hereinafter "SHIP") grants to convene, coordinate, and implement evidence-based strategies targeted at reducing the percentage of Minnesotans who are obese or overweight and at reducing the use of tobacco; and
4. The Grantee represents that it is duly qualified and willing to perform the duties described in this grant project agreement to the satisfaction of the State. Pursuant to Minnesota Statutes Section 16B.98, subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

NOW, THEREFORE, it is agreed:

**1 Incorporation of Master Grant Contract.** All terms and conditions of the Master Grant Contract are hereby incorporated by reference into this grant project agreement.

**2 Term of Agreement.**

**2.1 Effective date.** This grant project agreement shall be effective on November 1, 2020, or the date the State obtains all required signatures under Minnesota Statutes 16B.98. Subd. 5(a), whichever is later. The Grantee must not begin work until this contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

**2.2 Expiration date.** October 31, 2025, or until all obligations have been fulfilled to the satisfaction of the State, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.

**3 Grantee's Duties and Responsibilities.** Grantee shall comply with the following grant requirements:

General. Grantee must:

1. Work with State to finalize Grantee's yearly work plan and budget. The annual budget and work plan must be approved in writing by State by November 1, 2020. If the work plan is not approved by November 1, 2020, Grantee cannot perform work under this agreement.
2. Perform the activities approved in the work plan.
3. Grantee will contact State if Grantee is no longer able to fulfill a work plan activity and Grantee must request approval before pursuing any additional activities not described in the original work plan. If Grantee fails to complete grant deliverables in a satisfactory manner, State has the authority to withhold further funds.

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CHB Grant Project Agreement Template STATE FUNDS Version 1.8, 12/27/19  
 Grant Project Agreement Number 183510  
 Between the Minnesota Department of Health and Dakota County Community Health Board

4. Designate or hire a full-time SHIP project coordinator or equivalent. The Grantee’s budget must include a minimum of one FTE to coordinate the activities of the grant.
5. Designate a SHIP staff person to facilitate evaluation tasks and communicate with State evaluation staff and contractors.
6. Designate, hire, or contract project, fiscal, and administrative staff with the appropriate training and experience to implement all SHIP activities and to fulfill payroll, accounting, and administrative functions.
7. Participate in site visits and grant reconciliation processes with State.
8. Participate in regularly scheduled calls and meetings with community specialists
9. Participate in State-sponsored technical assistance calls, webinars and trainings.
10. Attend State-sponsored conferences, meetings and in-person trainings.
11. Comply with State product approval outlined in the *SHIP Communications Guide*.
12. Allow State and others to use any products or materials produced with SHIP funds.

Reporting

1. Participate in all required evaluation activities as outlined in the SHIP Application.
2. Completed progress and evaluation reports will be due quarterly. The schedule for quarterly reporting is provided below. The State will provide guidance regarding the required content of the reports.

Quarterly Reporting Period	Report Submission Due Date
November 1 – January 31	February 29
February 1 – April 30	May 3
May 1 – July 31	August 30
August 1 – October 31	November 30

Financial

1. Adhere to the request and approval process set forth by the State in the *SHIP Financial Guide*.
2. Obtain prior approval from the State for all subcontracts or mini-grants \$3,000 or more, significant changes in grant activities, changes of more than 10 percent to any budget line item, surveys and out-of-state travel.
3. Act in a fiscally-responsible manner, including following standard accounting procedures, charging the SHIP grant only for the activities stated in the grant agreement, spending grant funds responsibly, properly accounting for how grant funds are spent, maintaining financial records to support expenditures billed to the grant, and meeting audit requirements.
4. Ensure that a local match equaling at least ten percent of the total funding award is provided and documented.
5. Ensure that administrative costs are explained and justifiable. The State will accept up to the Grantee’s current federally approved rate. If Grantee does not have a federally approved indirect cost rate, the State will accept an indirect rate of up to 10 percent of the total grant award.
6. Report to the State other funding sources, including grants from other sources, that are directed toward tobacco, obesity, and well-being, and have accounting systems in place to track SHIP-funded activities separately from activities funded through other sources.
7. Comply with the Minnesota Government Data Practices Act as it applies to all data created, gathered, generated, or acquired under the grant agreement.
8. Ensure SHIP funding does not supplant work funded through other sources. Use SHIP funds to develop new activities, expand or modify current activities that work to reduce tobacco use and exposure, prevent obesity, or increase well-being, and/or replace discontinued funds from the State, the federal government, or another third party previously used to reduce tobacco use and exposure, prevent obesity, or increase well-being. The Grantee may not use SHIP funds to replace federal,



state, local, or tribal funding Grantee currently uses to reduce tobacco use and exposure, prevent obesity, or increase well-being.

**Lobbying**

Ensure funds are not used for lobbying, which is defined as attempting to influence legislators or other public officials on behalf of or against proposed legislation. Providing education about the importance of policies as a public health strategy is allowed with SHIP funds. Education includes providing facts, assessment data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community. Lobbying restrictions do not apply to internal or non-public policies.

**4 Consideration and Payment.**

**4.1 Consideration.** The State will pay for all services performed by the Grantee under this grant project agreement as follows:

*(a) Compensation.* The Grantee will be paid monthly, on a reimbursement basis for services performed and acceptance of such services by the State’s Authorized Representative, except the State reserves the right not to honor invoices that are submitted more than 30 days after the submission dates specified.

Budget periods for the five years are as follows:

Year 1: November 1, 2020 – October 31, 2021	\$782,859.00
Year 2: November 1, 2021 – October 31, 2022	To Be Determined
Year 3: November 1, 2022 – October 31, 2023	To Be Determined
Year 4: November 1, 2023 – October 31, 2024	To Be Determined
Year 5: November 1, 2024 – October 31, 2025	To Be Determined

*(b) Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Grantee under this grant project agreement will not exceed \$782,859.00 (Seven Hundred Eighty-Two Thousand Eight Hundred Fifty-Nine Dollars).

*(c) Budget Modifications.* Modifications greater than 10 percent of any budget line item in the most recently approved budget (listed in 4.1(a) or incorporated in Exhibit B) requires prior approval from the State and must be indicated on submitted reports. Failure to obtain prior approval for modifications greater than 10 percent of any budget line item may result in denial of modification request and/or loss of funds. Modifications equal to or less than 10 percent of any budget line item are permitted without prior approval from the State provided that such modification is indicated on submitted reports and that the total obligation of the State for all compensation and reimbursements to the Grantee shall not exceed the total obligation listed in 4.1(b) or Exhibit B.

**4.2 Terms of Payment.**

*(a) Invoices.* The State will promptly pay the Grantee after Grantee presents an itemized invoice for the services actually performed and the State’s Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: Invoices shall be completed on a form prescribed by the State for each month and submitted within 45 days after the end of the month.

*(b) Matching Requirements.* Grantee certifies that the following matching requirement for the grant will be met by Grantee: A local match of ten percent of the total funding allocation will be provided and documented.



- 5 Conditions of Payment.** All services provided by Grantee pursuant to this grant project agreement must be performed to the satisfaction of the State, as determined in the sole discretion of its Authorized Representative. Further, all services provided by the Grantee must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations.
- 6 Ownership of Equipment.** The State shall have the right to require transfer of all equipment purchased with grant funds (including title) to the State or to an eligible non-State party named by the State. This right will normally be exercised by the State only if the project or program for which the equipment was acquired is transferred from one grantee to another.
- 7 Authorized Representatives.**
- 7.1 State's Authorized Representative.** The State's Authorized Representative for purposes of administering this grant project agreement is Meredith Ahlgren, Acting Supervisor, Community Initiatives, Office of Statewide Health Improvement Initiatives, 85 East Seventh Place, P.O. Box 64882, St. Paul, MN, 55164-0882, 651-201-5446, meredith.ahlgren@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.
- 7.2 Grantee's Authorized Representative.** The Grantee's Authorized Representative is Bonnie Brueshoff, CHS Administrator, 1 Mendota Rd. W., Suite 410, West St. Paul, MN 55118, 651-554-6103, bonnie.brueshoff@co.dakota.mn.us, or his/her successor. The Grantee's Authorized Representative has full authority to represent the Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If the Grantee selects a new Authorized Representative at any time during this grant project agreement, the Grantee must immediately notify the State.
- 8 Termination.**
- 8.1 Termination by the State or Grantee.** The State or Grantee may cancel this grant project agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.
- 8.2 Termination for Cause.** If the Grantee fails to comply with the provisions of this grant project agreement, the State may terminate this grant project agreement without prejudice to the right of the State to recover any money previously paid. The termination shall be effective five business days after the State mails, by certified mail, return receipt requested, written notice of termination to the Grantee at its last known address.
- 8.3 Termination for Insufficient Funding.** The State may immediately terminate this grant project agreement if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant project agreement. Termination must be by written (e-mail, facsimile or letter) notice to the Grantee. The State is not obligated to pay for any work performed after notice and effective date of the termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this grant project agreement is terminated because of the decision of the Minnesota legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State receiving notice of the same.
- 9 Publicity.** Any publicity given to the program, publications, or services provided from this grant project agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with

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CHB Grant Project Agreement Template STATE FUNDS Version 1.8, 12/27/19  
Grant Project Agreement Number 183510  
Between the Minnesota Department of Health and Dakota County Community Health Board

others, or any subgrantees shall identify the State as a sponsoring agency and shall not be released, unless such release is approved in advance in writing by the State's Authorized Representative.

APPROVED:

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Sarah Martin Digitally signed by Sarah Martin  
Date: 2020.09.21 07:24:57 -0500

Date: 9/18/2020

SWIFT Contract/PO No(s): 183510/3000078983

2. GRANTEE

The Grantee certifies that the appropriate persons(s) have executed the project agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: Marti Fischbach DocuSigned by:  
Marti Fischbach  
90829F908320437... Marti Fischbach

Title: Community Services Director

Date: 09/24/2020 1 4:57 PM CDT

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

Title: Interim Procurement Supervisor

Date: 9/28/2020

3. STATE AGENCY

Project Agreement approval and certification that STATE funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

By: Maria Rodriguez Digitally signed by Maria Rodriguez  
Date: 2020.10.01 16:55:30 -0500

Title: Interim Procurement Supervisor

Date: 10/1/2020

/s/ Suzanne W. Schrader  
Assistant County Attorney  
Dakota County Attorney's Office  
Sept. 24, 2020  
KS-20-420

Distribution:

- MDH (Original fully executed Grant Project Agreement)
- Grantee
- State Authorized Representative

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Amendment #1 for Grant Project Agreement #183510  
 Between the Minnesota Department of Health and  
 Dakota County Community Health Board

## Minnesota Department of Health Grant Award Amendment Cover Sheet

You have received a grant award from the Minnesota Department of Health (MDH). Information about the grant award, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

**DATE:** November 1, 2021

**ATTACHMENT:** Amendment #1

**CONTACT FOR MDH:** Alice Englin, 507-508-0988, [alice.englin@state.mn.us](mailto:alice.englin@state.mn.us)

Grantee SWIFT Information	Grant Agreement Information	Funding Information
<b>Name of MDH Grantee:</b> Dakota County Community Health Board	<b>Grant Agreement/Project Agreement Number:</b> 183510	<b>Total Grant Funds (all funding sources):</b> \$1,565,718
<b>Grantee SWIFT Vendor Number:</b> 0000197289  <b>SWIFT Vendor Location Code:</b> 001	<b>Period of Performance Start Date:</b> November 1, 2020  <b>Period of Performance End Date:</b> October 31, 2025	<b>Total State Grant Funds:</b> \$1,565,718  <b>Total Federal Grant Funds:</b> N/A

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Amendment #1 for Grant Project Agreement #183510  
 Between the Minnesota Department of Health and  
 Dakota County Community Health Board

Minnesota Department of Health  
 Community Health Board Grant Project Agreement Amendment

Grant Project Agreement Start Date:	11/1/2020	Current Project Amendment Amount	\$782,859
Original Grant Project Agreement Expiration Date:	10/31/2025	Original Grant Project Agreement Amount:	\$782,859
Current Grant Project Agreement Expiration Date:	10/31/2025	Previous Project Amendment(s) Total:	N/A
Requested Grant Project Agreement Expiration Date:	N/A	Requested Total Grant Project Agreement Amount:	\$1,565,718

This Grant Project Agreement Amendment is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Health (hereinafter "State") and Dakota County Community Health Board, 1 Mendota Rd. W., Suite 410, West St. Paul MN 55118 (hereinafter "Grantee").

Recitals

1. The State has a grant project agreement with the Grantee identified as 183510 ("Original Grant Project Agreement") to address the leading preventable causes of illness and death such as tobacco use or exposure, poor diet, and lack of regular physical activity, and other issues as determined by the commissioner through the statewide health assessment.
2. The Agreement is being amended to add funding for Year 2.
3. The State and the Grantee are willing to amend the Original Grant Project Agreement as stated below.

Grant Agreement Amendment

Amended or deleted grant project agreement terms will be ~~struck out~~, and the added grant project agreement terms will be underlined.

REVISION 1. Clause 3. "Grantee's Duties and Responsibilities" is amended as follows:

General. Grantee must:

1. Work with State to finalize Grantee's yearly work plan and budget. The annual budget and work plan must be approved in writing by State by November 1 of each year, ~~2020~~. The Year 2 work plan will be submitted in two phases: November 1, 2021-April 30, 2022, to be approved by November 1, 2021, and May 1, 2022-October 31, 2022, to be approved by May 1, 2022. If the work plan is not approved by the due date, ~~November 1, 2020~~, Grantee cannot perform work under this agreement.
2. Perform the activities in the approved work plan.
3. Grantee will contact State if Grantee is no longer able to fulfill a work plan activity and Grantee must request approval before pursuing any additional activities not described in the original work plan. If Grantee fails to complete grant deliverables in a satisfactory manner, State has the authority to withhold further funds.
4. Designate or hire a full-time SHIP project coordinator or equivalent. The Grantee's budget must include a minimum of one FTE to coordinate the activities of the grant.
5. Designate a SHIP staff person to facilitate evaluation tasks and communicate with State evaluation staff and contractors.

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Amendment #1 for Grant Project Agreement #183510  
Between the Minnesota Department of Health and  
Dakota County Community Health Board

6. Designate, hire, or contract project, fiscal, and administrative staff with the appropriate training and experience to implement all SHIP activities and to fulfill payroll, accounting, and administrative functions.
7. Participate in site visits and grant reconciliation processes with State.
8. Participate in regularly scheduled calls and meetings with State community specialists.
9. Participate in State-sponsored technical assistance calls, webinars and trainings.
10. Attend State-sponsored conferences, meetings and in-person trainings.
11. Comply with State product approval outlined in the *SHIP Communications Guide*.
12. Allow State and others to use any products or materials produced with SHIP funds.

**Reporting**

1. Participate in all required evaluation activities as outlined in the SHIP Application.
2. Completed progress and evaluation reports will be due quarterly. The schedule for quarterly reporting is provided below. The State will provide guidance regarding the required content of the reports.

Quarterly Reporting Period	Report Submission Due Date
November 1 – January 31	February <del>28</del> <sup>29</sup>
February 1 – April 30	May <u>30</u>
May 1 – July 31	August 30
August 1 – October 31	November 30

**Financial**

1. Adhere to the request and approval process set forth by the State in the *SHIP Financial Guide*.
2. Obtain prior approval from the State for all subcontracts or mini-grants \$3,000 or more, significant changes in grant activities, changes of more than 10 percent to any budget line item, surveys and out-of-state travel.
3. Act in a fiscally-responsible manner, including following standard accounting procedures, charging the SHIP grant only for the activities stated in the grant agreement, spending grant funds responsibly, properly accounting for how grant funds are spent, maintaining financial records to support expenditures billed to the grant, and meeting audit requirements.
4. Ensure that a local match equaling at least ten percent of the total funding award is provided and documented.
5. Ensure that administrative costs are explained and justifiable. The State will accept up to the Grantee’s current federally approved rate. If Grantee does not have a federally approved indirect cost rate, the State will accept an indirect rate of up to 10 percent of the total grant award.
6. Report to the State other funding sources, including grants from other sources, that are directed toward tobacco, obesity and well-being, and have accounting systems in place to track SHIP-funded activities separately from activities funded through other sources.
7. Comply with the Minnesota Government Data Practices Act as it applies to all data created, gathered, generated, or acquired under the grant agreement.
8. Ensure SHIP funding does not supplant work funded through other sources. Use SHIP funds to develop new activities, expand or modify current activities that work to reduce tobacco use and exposure, prevent obesity and increase well-being, and/or replace discontinued funds from the State, the federal government, or another third party previously used to reduce tobacco use and exposure, prevent obesity and increase well-being. The Grantee may not use SHIP funds to replace federal, state, local, or tribal funding Grantee currently uses to reduce tobacco use and exposure, prevent obesity or increase well-being.

**Lobbying**

Ensure funds are not used for lobbying, which is defined as attempting to influence legislators or other public officials on behalf of or against proposed legislation. Providing education about the importance of policies as a public health strategy is allowed with SHIP funds. Education includes providing facts,

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Amendment #1 for Grant Project Agreement #183510  
Between the Minnesota Department of Health and  
Dakota County Community Health Board

assessment data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community. Lobbying restrictions do not apply to internal or non-public policies.

**REVISION 2. Clause 4 (4.1a and 4.1b). "Consideration and Payment" is amended as follows:**

*(a) Compensation.* The Grantee will be paid monthly, on a reimbursement basis for services performed and acceptance of such services by the State's Authorized Representative, except the State reserves the right not to honor invoices that are submitted more than 30 days after the submission date specified.

Budget periods for the five years are as follows:

Year 1: November 1, 2020 – October 31, 2021	\$782,859.00
Year 2: November 1, 2021 – October 31, 2022	<del>\$782,859</del> To Be Determined
Year 3: November 1, 2022 – October 31, 2023	To Be Determined
Year 4: November 1, 2023 – October 31, 2024	To Be Determined
Year 5: November 1, 2024 – October 31, 2025	To Be Determined

*(b) Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Grantee under this grant project agreement will not exceed \$1,565,718. ~~\$782,859.00 (Seven Hundred Eighty-Two Thousand Eight Hundred Fifty-Nine Dollars).~~

**REVISION 3. Clause 4 (4.2a). "Terms of Payment" is amended as follows:**

*(a) Invoices.* The State will promptly pay the Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: Invoices shall be completed and submitted on a form prescribed by the State for each month and submitted within 45 days after the end of the month, with the exception of June invoices, which should be submitted within 30 days after the end of the month.

**REVISION 4. Clause 7. "Authorized Representatives" is amended as follows:**

*7.1 State's Authorized Representative.* The State's Authorized Representative for purposes of administering this grant project agreement is Kristine Igo, Director, Meredith Ahlgren, Acting Supervisor, Community Initiatives, Office of Statewide Health Improvement Initiatives, 85 East Seventh Place, P.O. Box 64882, St. Paul, MN, 55164-0882, 651-201-5809, kris.igo@state.mn.us, 651-201-5446, meredith.ahlgren@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

*7.2 Grantee's Authorized Representative.* The Grantee's Authorized Representative is Marti Fischbach, Community Services Director, 1 Mendota Rd. W., Suite 500, West St. Paul MN 55118 651-554-5742, marti.fischbach@co.dakota.mn.us, Bonnie Brueshoff, CHS Administrator, 1 Mendota Rd. W., Suite 410, West St. Paul, MN 55118, 651-554-6103, bonnie.brueshoff@co.dakota.mn.us, or his/her successor. The Grantee's Authorized Representative has full authority to represent the Grantee in fulfillment of the terms, conditions,

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Amendment #1 for Grant Project Agreement #183510  
Between the Minnesota Department of Health and  
Dakota County Community Health Board

and requirements of this agreement. If the Grantee selects a new Authorized Representative at any time during this grant project agreement, the Grantee must immediately notify the State.

Except as amended herein, the terms and conditions of the Original Grant Project Agreement and all previous amendments remain in full force and effect. The Original Grant Project Agreement, and all previous amendments, are incorporated by reference into this amendment.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Christina Mish Digitally signed by Christina Mish  
Date: 2021.08.20 06:34:27 -05'00'

Date: August 20, 2021

SWIFT Contract/PO No(s): 183510/3-87097

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant project agreement amendment on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:  
By: Marti Fischebach  
96039F9D032D437

Title: Community Services Director

Date: 8/23/2021

Approved as to form:

DocuSigned by:  
By: Suzanne Schwader  
FE11A05A7186446

Title: Asst Cty Atty KS-20-420-1 Bd Res 20-382

Date: 8/23/2021

3. MINNESOTA DEPARTMENT OF HEALTH

DocuSigned by:  
By: Jeffery Colonna (with delegated authority)  
F38FB9332D94404

Title: Finance Director

Date: 8/23/2021

Distribution:

- MDH – Original (fully executed) Grant Project Agreement Amendment
- Grantee
- State's Authorized Representative

CHB Grant Project Agreement Amendment (03/2018)

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Amendment #2 for Grant Project Agreement # 183510  
Between the Minnesota Department of Health and Board of Commissioners,  
acting as the Dakota County Community Health Board

### Minnesota Department of Health Grant Project Agreement Amendment Cover Sheet

You have received a grant project agreement from the Minnesota Department of Health (MDH). Information about the grant project agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

**DATE:** November 1, 2022  
**ATTACHMENT:** Amendment  
**CONTACT FOR MDH:** Fred Ndip, 651-431-2449, fred.ndip@state.mn.us

Grantee SWIFT Information	Grant Project Agreement Information	Funding Information
<b>Name of MDH Grantee:</b> Board of Commissioners, acting as the Dakota County Community Health Board	<b>Grant /Project Agreement Number:</b> 183510	<b>Total Grant Funds (all funding sources):</b> \$3,914,295.00
<b>Grantee SWIFT Vendor Number:</b> 0000197289	<b>Period of Performance Start Date:</b> 11/1/2020	<b>Total State Grant Funds:</b> \$3,914,295.00
<b>SWIFT Vendor Location Code:</b> 001	<b>Period of Performance End Date:</b> 10/31/2025	<b>Total Federal Grant Funds:</b> \$0.00

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Amendment #2 for Grant Project Agreement # 183510  
 Between the Minnesota Department of Health and Board of Commissioners,  
 acting as the Dakota County Community Health Board

## Minnesota Department of Health Community Health Board Grant Project Agreement Amendment

Grant Project Agreement Start Date:	11/1/2020	Current Project Amendment Amount	\$2,348,577.00
Original Grant Project Agreement Expiration Date:	10/31/2025	Original Grant Project Agreement Amount:	\$782,859.00
Current Grant Project Agreement Expiration Date:	10/31/2025	Previous Project Amendment(s) Total:	\$782,859.00
Requested Grant Project Agreement Expiration Date:	N/A	Requested Total Grant Project Agreement Amount:	\$3,914,295.00

This Grant Project Agreement Amendment is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Health (hereinafter “MDH”) and Board of Commissioners, acting as the Dakota County Community Health Board, 1 Mendota Rd. W., Suite 410, West St. Paul, MN 55118 (hereinafter “Grantee”).

**Recitals**

1. MDH has a grant project agreement with Grantee identified as 183510 (“Original Grant Project Agreement”) to address the leading preventable causes of illness and death such as commercial tobacco use or exposure, poor diet, and lack of regular physical activity, and other issues as determined by the commissioner through the statewide health assessment.
2. The Original Grant Project Agreement is being amended to add funding for Years 3 through 5.
3. MDH and Grantee are willing to amend the Original Grant Project Agreement as stated below.

**Grant Project Agreement Amendment**

Amended or deleted grant project agreement terms will be ~~struck out~~, and the added grant project agreement terms will be underlined.

**REVISION 1.** Clause 3. “Grantee’s Duties and Responsibilities” is amended as follows:

General. Grantee must:

1. Work with State to finalize Grantee’s yearly work plan and budget. The annual budget and work plan must be approved in writing by State by November 1 of each year. The Year 2 work plan will be submitted in two phases: November 1, 2021-April 30, 2022, to be approved by November 1, 2021, and May 1, 2022-October 31, 2022, to be approved by May 1, 2022. If the work plan is not approved by the due date, Grantee cannot perform work under this agreement.
2. Perform the activities in the approved work plan.
3. Grantee will contact State if Grantee is no longer able to fulfill a work plan activity and Grantee must request approval before pursuing any additional activities not described in the original work plan. If Grantee fails to complete grant deliverables in a satisfactory manner, State has the authority to withhold further funds.
4. Designate or hire a full-time SHIP project coordinator or equivalent. The Grantee’s budget must include a minimum of one FTE to coordinate the activities of the grant.
5. Designate a SHIP staff person to facilitate evaluation tasks and communicate with State evaluation staff and contractors.



Amendment #2 for Grant Project Agreement # 183510  
Between the Minnesota Department of Health and Board of Commissioners,  
acting as the Dakota County Community Health Board

- 6. Designate, hire, or contract project, fiscal, and administrative staff with the appropriate training and experience to implement all SHIP activities and to fulfill payroll, accounting, and administrative functions.
- 7. Participate in site visits and grant reconciliation processes with State.
- 8. Participate in regularly scheduled calls and meetings with State community specialists.
- 9. Participate in State-sponsored technical assistance calls, webinars and trainings.
- 10. Attend State-sponsored conferences, meetings and in-person trainings.
- 11. Comply with State product approval outlined in the *SHIP Communications Guide*.
- 12. Allow State and others to use any products or materials produced with SHIP funds.

Reporting

- 1. Participate in all required evaluation activities as outlined in the SHIP Application.
- 2. Completed progress and evaluation reports will be due quarterly for Years 1-2 (November 1, 2020-October 31, 2022, and biannually for Years 3-5 (November 1, 2022-October 31, 2025). The schedule for quarterly and biannual reporting is provided below. The State will provide guidance regarding the required content of the reports.

<u>Quarterly Reporting Period</u>	<u>Report Submission Due Date</u>
November 1 – January 31	February 28
February 1 – April 30	May 30
May 1 – July 31	August 30
August 1 – October 31	November 30
<u>Biannual Reporting Period</u>	<u>Report Submission Due Date</u>
<u>November 1 – April 30</u>	<u>May 30</u>
<u>May 1 – October 31</u>	<u>November 30</u>

Financial

- 1. Adhere to the request and approval process set forth by the State in the *SHIP Financial Guide*.
- 2. Obtain prior approval from the State for all ~~subcontracts or mini-grants~~ service contracts or community partner awards \$3,000 or more, significant changes in grant activities, changes of more than 10 percent to any budget line item, surveys and out-of-state travel.
- 3. Act in a fiscally-responsible manner, including following standard accounting procedures, charging the SHIP grant only for the activities stated in the grant agreement, spending grant funds responsibly, properly accounting for how grant funds are spent, maintaining financial records to support expenditures billed to the grant, and meeting audit requirements.
- 4. Ensure that a local match equaling at least ten percent of the total funding award is provided and documented.
- 5. Ensure that administrative costs are explained and justifiable. The State will accept up to the Grantee’s current federally approved rate. If Grantee does not have a federally approved indirect cost rate, the State will accept an indirect rate of up to 10 percent of the total grant award.
- 6. Report to the State other funding sources, including grants from other sources, that are directed toward commercial tobacco, obesity and well-being, and have accounting systems in place to track SHIP-funded activities separately from activities funded through other sources.
- 7. Comply with the Minnesota Government Data Practices Act as it applies to all data created, gathered, generated, or acquired under the grant agreement.
- 8. Ensure SHIP funding does not supplant work funded through other sources. Use SHIP funds to develop new activities, expand or modify current activities that work to reduce commercial tobacco use and exposure, prevent obesity and increase well-being, and/or replace discontinued funds from the State, the federal government, or another third party previously used to reduce commercial tobacco use and exposure, prevent obesity and increase well-being. The Grantee may not use SHIP funds to

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Amendment #2 for Grant Project Agreement # 183510  
 Between the Minnesota Department of Health and Board of Commissioners,  
 acting as the Dakota County Community Health Board

replace federal, state, local, or tribal funding Grantee currently uses to reduce commercial tobacco use and exposure, prevent obesity or increase well-being.

9. Adhere to the guidance set forth by MDH in the *Incentive Guidelines for MDH Grantees*. The Grantee may use grant funds to purchase incentive instruments in order to aid in meeting the goals and objectives of the grant agreement. The Grantee must have written effective policies and procedures on file before purchasing any incentive instruments. The Grantee is required to monitor and track incentive instruments. MDH reserves the right to inspect and review incentive instruments purchased and distributed, and related documents, as part of its monitoring oversight.

**Lobbying**

Ensure funds are not used for lobbying, which is defined as attempting to influence legislators or other public officials on behalf of or against proposed legislation. Providing education about the importance of policies as a public health strategy is allowed with SHIP funds. Education includes providing facts, assessment data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community. Lobbying restrictions do not apply to internal or non-public policies.

**REVISION 2. Clause 4 (4.1a and 4.1b). "Consideration and Payment" is amended as follows:**

*(a) Compensation.* The Grantee will be paid monthly, on a reimbursement basis for services performed and acceptance of such services by the State's Authorized Representative, except the State reserves the right not to honor invoices that are submitted more than 30 days after the submission date specified.

**Budget periods for the five years are as follows:**

Year 1: November 1, 2020 – October 31, 2021	\$782,859.00
Year 2: November 1, 2021 – October 31, 2022	\$782,859.00
Year 3: November 1, 2022 – October 31, 2023	<del>\$782,859.00 To Be Determined</del>
Year 4: November 1, 2023 – October 31, 2024	<del>\$782,859.00 To Be Determined</del>
Year 5: November 1, 2024 – October 31, 2025	<del>\$782,859.00 To Be Determined</del>

*(b) Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Grantee under this grant project agreement will not exceed ~~\$3,914,295.00, \$1,565,718.00.~~

**REVISION 3. Clause 7 (7.1). "Authorized Representatives" is amended as follows:**

*7.1 State's Authorized Representative.* The State's Authorized Representative for purposes of administering this grant project agreement is Fred Ndip, Supervisor, Community Initiatives Unit, Kristine Igo, Director, Office of Statewide Health Improvement Initiatives, 85 East Seventh Place, P.O. Box 64882, St. Paul, MN, 55164-0882, 651-431-2449, fred.ndip@state.mn.us, 651-201-5809, kris.igo@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

Except as amended herein, the terms and conditions of the Original Grant Project Agreement and all previous amendments remain in full force and effect. The Original Grant Project Agreement, and all previous amendments, are incorporated by reference into this amendment.

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Amendment #2 for Grant Project Agreement # 183510  
Between the Minnesota Department of Health and Board of Commissioners,  
acting as the Dakota County Community Health Board

**APPROVED:**

**1. State Encumbrance Verification**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signature: Charlotte Paulson Digitally signed by Charlotte Paulson  
Date: 2022.08.16 09:12:42 -05'00'

SWIFT Contract & Initial PO: 183510/3-96560

**2. Grantee**

*Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

**Approval as to form**

Signature: Suzanne W. Schrader Signature: \_\_\_\_\_  
Title: ASST Cty Atty KS-20-420-2 Bd RES. 20-382 Title: \_\_\_\_\_  
Date: 10/18/2022 | 9:06:44 AM CDT Date: \_\_\_\_\_

**Authorized signer**

Signature: Marti Fischbach Signature: \_\_\_\_\_  
Title: Community Services Director Title: \_\_\_\_\_  
Date: 10/18/2022 | 9:10:20 AM CDT Date: \_\_\_\_\_

**1. Minnesota Department of Health**

*Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signature: Jeffery Colonna  
(with delegated authority)  
Title: Purchasing Supervisor  
Date: 10/18/2022 | 10:03:33 AM CDT

Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.



*Hastings Public Schools*  
*Independent School District 200*

## **902.1PR COMMUNITY USE OF FACILITIES**

### **I. PHILOSOPHY**

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

### **II. RULES AND REGULATIONS**

#### **A. Priority of Use**

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

#### **B. How to Apply**

1. Application forms for the Use of School Facilities are available online at:  
[www.hastingscommunityed.com](http://www.hastingscommunityed.com) and <https://www.hastings.k12.mn.us/>



or in person during regular business hours at:

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

2. Please make any special requests for equipment usage when submitting the permit.
3. Organizations using the school facilities shall agree to indemnify the district for any and all damages by any person or persons attending the activities, and likewise the school district against any and all liability and any and all damages to any person or persons.
4. Groups in Classes II-IV using any school facility **must** provide a Certificate of Liability insurance in the amount of one (1) million dollars/occurrence and one (1) million dollars/aggregate before use.
5. Classification section, *local* refers to having at least 75% of participants reside in or attend schools within the boundaries of the Hastings Public Schools.

C. Custodial fees during the school year

Hastings Public Schools (except Tilden Community Center) facilities are staffed by custodians, during the school year, Monday-Friday from 6 a.m.- 10 p.m. No custodial fees are charged for building use during those hours.

1. Saturday: A custodian is on duty at Hastings High School *only* from 7:30 a.m. to 3:45 p.m. Permits issued on Saturday for buildings other than the high school will be charged a custodial overtime fee of \$50/hour unless the Director of Community Education or his/her designee assigns a Site Supervisor to the building. Permits issued on Saturday for the high school after 3:45 p.m. will incur a custodial overtime fee of \$50/hour. The number of custodians assigned to a particular event will be decided by the building's lead custodian.
2. Sunday: No custodians are on duty in any district facility. Permits issued on Sunday will be charged a custodial overtime fee of \$50/hour unless the Director of Community Education or his/her designee assigns a Site Supervisor to the building. Please bear in mind that the custodian will need to clean the facility after your event has left the building when considering your event budget. The final charge for custodial overtime is issued after the conclusion of the event. **Summer custodial hours vary, please contact Community Education for more information.**

D. Use of kitchen facilities

You must request to use the kitchen (in addition to the cafeteria) when submitting the permit. Kitchen use requires hiring district food service personnel at a fee of \$50/hour.

E. Outdoor athletic field use

All groups wanting to reserve school fields must apply through the facility use application process. Other than standard maintenance, additional work will be done at the requester's

expense. Portable toilet requests will be charged at the current rate. The portable toilet fees may be split between user groups utilizing the same field.

- F. Please do not advertise your event until final approval is received. Hastings Community Education will inform the applicant by email when final permit approval is made and the permit is issued. Facility rental is available to non-school district groups beginning the last Monday in August. The first available date for reservation thereafter is the second Monday of September.
- G. Communication and advertising about an event must include this statement at the bottom of advertising materials: "This event is not sponsored by ISD 200. Facility rental is a community service and does not imply endorsement."

### III. INFORMATION ABOUT YOUR PERMIT

- A. All permits shall be revocable and shall not be considered a lease. The school board or its authorized agent may reject any application or cancel any permit.
- B. Permit holders may not assign, transfer, sublet, or charge a fee for the use of facilities or equipment. Once issued a valid permit, permit holders may not assign, transfer, or sublet the permit to any other individual or group. Doing so will result in the revocation of the permit and may result in the denial of the issuance of future permits.
- C. Dances open to the general public will not be issued a permit. School-sponsored dances are permitted.
- D. All state and local ordinances, including the Americans with Disabilities Act, must be observed by the permit holder and all attending the event. The permit holder will assume full responsibility for any unlawful act committed in the exercise of the permit.
- E. Carefully check your permit when sent to you to ensure its accuracy. The building will open for your use at the time indicated on the permit. **You and those attending your event will not be able to enter the building before that.** You or your designee must be in the building when the building opens for your use. Carry your permit with you for every date of your event.
- F. Payment is due 15 days from receipt of the invoice. A \$20 late fee will be charged to unpaid invoices at 30 days, and an additional \$30 late fee will be charged to unpaid invoices at 60 days. After 60 days unpaid, the user and/or organization will be restricted from facility use until the balance is paid in full.

### IV. INFORMATION ABOUT FACILITY USE

- A. All activities must be under competent adult supervision. The custodian on duty is there to

supervise the operation of the facility, not the group or its activities.

- B. Please carefully consider any special request for equipment use. Requests may include the following: PA systems, tables, chairs, podiums, internet access, spotlights, LCD projector and screen, microphones, including wireless mics. Equipment not requested on the application will not be available for use. See fees for equipment below.
- C. Use of any school equipment, especially soundboards and lighting, must receive prior approval. Please note on your permit application what equipment you are requesting to use. A Light and Sound Technician must be on duty for all events booked in the Middle or High School Auditorium. Additional fees may apply.
- D. School District staff are viewed as community members after normal business hours and are subject to school board policies and facilities use procedures and any fees that are associated. No staff member may assume they have access to any building without a facilities permit.
- E. Furniture and equipment owned by the district cannot be moved unless permission is granted from and supervised by the custodian on duty.
- F. You must have prior approval to move any non-school district equipment, decorations, etc. into the facility you have rented. All items must be removed promptly at the end of your event.
- G. Groups must furnish their own first aid kits.
- H. Concessions may not be set up in the school building or on the school grounds without the expressed permission of the Community Education Director or designee. The sale of food must be included in the permit and will require a food handler's license. Food trucks will require a City permit.
- I. Food and drink are strictly prohibited in the Auditoriums and High School Auditorium Lobby. A fine of \$150 will be charged to users in violation of this rule.
- J. Any damage to district property occurring from the renter, either unintentional or intentional misuse, will be repaired by the district at the renter's expense.
- K. The following are prohibited in school facilities and on school grounds:
  - 1. smoking;
  - 2. intoxicating beverages, liquors, and other substances;
  - 3. illegal and banned substances; and

4. disorderly conduct.

L. Snow removal

If snow removal is required when a community group is scheduled in a facility on a day when the facility is otherwise not being used, the cost of snow removal will be billed to the group holding the permit for the facility. Snow must be removed when accumulation reaches three (3) inches or as determined by the district Buildings and Grounds Director.

M. Propping doors to facilitate the entry of participants into the building is strictly prohibited. Additionally, doors may not be propped open to transport items into the building.

N. Loading and unloading of equipment

Parking is prohibited on sidewalks surrounding the schools. If your event will need to load/unload equipment, please make a note of that in your permit request. Access to the school loading docks will be arranged.

**V. CHANGE AND CANCELLATION**

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

B. No-show fee: Billed according to estimated cost on confirmation.

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

**VI. CLASSIFICATIONS**

A. Class I: Independent School District 200 school organizations, district or school-operated groups or organizations.

B. Class II: Nonprofit youth organizations located within ISD 200 district boundaries. Examples include youth athletic associations, youth groups, and youth booster clubs.

C. Class III: All other organizations located within ISD 200 district boundaries. Examples: musical performances, dance groups, townhome associations.

D. Class IV: means organizations outside ISD 200 district boundaries.

E. Adult Sports Leagues: local teams (\$225/team)

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

Kennedy, Pincrest, McAuliffe

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

Hastings Middle School

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

Hastings High School

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

The permit fee for Class II-IV: \$15

		Class II	Class III	Class IV
<b>New ISD 200 Rates - permit fee \$15</b>	gym (elem)	\$ 10.00	\$ 20.00	\$ 50.00
	gym (MS)	\$ 15.00	\$ 30.00	\$ 60.00
	gym (HS)	\$ 17.00	\$ 35.00	\$ 70.00
	classroom (all levels)	\$ 6.00	\$ 10.00	\$ 20.00
	lecture hall	\$15.00	\$20.00	\$25.00
	wrestling (MS)	\$ 5.00	\$ 10.00	\$ 15.00
	wrestling (HS)	\$ 10.00	\$ 20.00	\$ 25.00
	commons (HS)	\$ 17.00	\$ 35.00	\$ 70.00
	cafeteria (MS & HS)	\$ 10.00	\$ 15.00	\$ 20.00
	pool	\$ 30.00	\$ 50.00	\$ 70.00
	turf	\$ 40.00	\$ 100.00	\$ 225.00
	auditorium (MS)	\$ 15.00	\$ 50.00	\$ 115.00
	auditorium (HS)	\$ 25.00	\$ 75.00	\$ 130.00
	band/orch/choir (MS & HS)	\$ 15.00	\$ 20.00	\$ 25.00
	stadium lights	\$ 10.00	\$ 15.00	\$ 20.00
	microphones	\$ 5.00	\$ 10.00	\$ 15.00

	pressbox	\$ 35.00	(official events only)
	portable bleachers	\$ 100.00	flat fee
	custodian OT	\$ 50.00	per hour
	kitchen OT	\$50.00	per hour
	Light/Sound Tech	per contract	
	trailer storage	\$ 5.00	per day (approval required)
	adult sports league	\$ 225.00	per team

*Policy Reviewed:* 04.04.2025

*Policy Adopted:*

*Policy Revised:*

**RESOLUTION ESTABLISHING COMBINED POLLING PLACES FOR MULTIPLE  
PRECINCTS AND DESIGNATING HOURS DURING WHICH THE POLLING PLACES WILL  
REMAIN OPEN FOR VOTING FOR SCHOOL DISTRICT ELECTIONS NOT HELD ON THE  
DAY OF A STATEWIDE ELECTION**

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

Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for school district elections are those precincts located within the boundaries of the school district which have been established by the cities or towns located in whole or in part within the school district. The board hereby confirms those precincts and polling places so established by those municipalities.

Pursuant to Minnesota Statutes, Section 205A.11, the board may establish a combined polling place for several precincts for school district elections not held on the day of a statewide election. Each combined polling place must be a polling place that has been designated by a county or municipality.

The combined polling places designated in this resolution are the polling places unless a change is made in accordance with Minnesota Statutes, section 205A.11, subdivision 2; or pursuant to Minnesota Statutes, section 204B.175 (Change of Polling Place in Emergency); or because a polling place has become unavailable.

The following combined polling places are established to serve the precincts specified for all school district special and general elections not held on the same day as a statewide election in the calendar year following the adoption of this resolution:

The combined polling places for this election shall be as follows:

COMBINED POLLING PLACE:	Hope Lutheran Church 16898 Michael Ave. Hastings, MN 55033
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This combined polling place serves all territory in Independent School District No. 200 located in the City of Hastings, W-1 P-1 and W-1 P-2; Dakota County, Minnesota.

COMBINED POLLING PLACE:	Our Saviour's Lutheran Church 400 9th Street West Hastings, MN 55033
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This combined polling place serves all territory in Independent School District No. 200 located in the City of Hastings, W-2 P-2 and W-2 P-3; and Nininger Township, Dakota County, Minnesota.

COMBINED POLLING PLACE:	United Methodist Church 615 15th Street West Hastings, MN 55033
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This combined polling place serves all territory in Independent School District No. 200 located in the City of Hastings, W-3 P-1 and W-3 P-2; Dakota County, Minnesota.

COMBINED POLLING PLACE:

St. Phillips Lutheran Church  
1401 15th Street West  
Hastings, MN 55033

This combined polling place serves all territory in Independent School District No. 200 located in the City of Hastings, W-4 P-1 and W-4 P-2; Dakota County, Minnesota.

COMBINED POLLING PLACE:

St. John's Lutheran Church  
202 8th Street West  
Hastings, MN 55033

This combined polling place serves all territory in Independent School District No. 200 located in the cities of Rosemount, P-2, Vermillion, Hampton, Miesville, and New Trier; and Marshan, Vermillion City, Ravenna, Douglas and Hampton Townships, all in Dakota County, Minnesota; the City of Afton, W-2 P-1, the City of Cottage Grove, P-3, P-5 and P-7, the City of Hastings, P-1 P-2 and Denmark Township, all in Washington County, Minnesota and Welch Township in Goodhue County, Minnesota.

Pursuant to Minnesota Statutes, Section 205A.09 (Voting Hours), the polling places will remain open for voting for school district elections not held on the same day as a statewide election between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m.

The clerk is directed to file a certified copy of this resolution with the county auditors of each of the counties in which the school district is located, in whole or in part, within the thirty (30) days after its adoption.

As required by Minnesota Statutes, Section 204B.16, Subdivision 1a, the clerk is hereby authorized and directed to give written notice of new polling place locations to each affected household with at least one registered voter in the school district whose school district polling place location has been changed. The notice must be a non forwardable notice mailed at least twenty five (25) days before the date of the first election in which it will apply. A notice that is returned as undeliverable must be forwarded immediately to the appropriate county auditor, who shall change the registrant's status to "challenged" in the statewide registration system.

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

The vote on adoption of the Resolution was as follows:

Aye:

Nay:

Absent:

Whereupon, said Resolution was declared duly adopted.

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

Carrie Tate  
Board Chair

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

Melissa Millner  
Board Clerk

**Approval of District 200 Donations - Public  
January-March 2025**

<u>Date</u>	<u>Building</u>	<u>Description</u>	<u>Amount</u>
1/3/25	High School	It Takes A Village Scholarship	\$1,500.00
1/3/25	Community Ed	Youth Impact Council Scholarship	\$250.00
1/3/25	Community Ed	Little Learner	\$250.00
1/8/25	Pinecrest	Pinecrest Donation	\$30.00
1/8/25	High School	Hertogs Family Foundation Scholarship	\$13,500.00
1/8/25	High School	Matthew Maher Memorial Scholarship	\$1,000.00
1/8/25	High School	Wrestling Poster Sponsor	\$125.00
1/8/25	High School	Wrestling Poster Sponsor	\$200.00
1/8/25	High School	Wrestling Poster Sponsor	<u>\$125.00</u>
			\$450.00
1/10/25	McAuliffe	Field Trips	\$250.00
1/10/25	Kennedy	Field Trip Transportation	\$814.86
1/10/25	Community Ed	Youth Service Leadership Scholarship	\$20.00
1/10/25	Community Ed	Youth Service Leadership Scholarship	\$100.00
1/10/25	Community Ed	Hastings Reads	\$500.00
1/10/25	Community Ed	Hastings Reads	\$1,000.00
1/13/25	High School	Girls Hockey Transportation	\$1,664.00
1/14/25	High School	Matthew Maher Memorial Scholarship	\$100.00
1/14/25	High School	Matthew Maher Memorial Scholarship	<u>\$900.00</u>
			\$1,000.00
1/17/25	High School	High School Faculty Scholarship	\$82.00
1/21/25	High School	Vertical Raise Show Choir Fundraiser	\$12,352.80
1/22/25	High School	Cub Foods Bagging Band Fundraiser	\$1,989.11
1/22/25	High School	Cub Foods Bagging Band Fundraiser	\$1,208.61
1/22/25	High School	Gertens Band Greece Fundraiser	<u>\$1,593.91</u>
			\$4,791.63
1/22/25	High School	Gertens Marching Band Fundraiser	\$109.19
1/22/25	High School	Cub Foods Bagging Marching Band Fundraiser	\$342.95

1/22/25	High School	Cub Foods Bagging Marching Band Fundraiser	\$278.91
1/22/25	High School	Fundraiser for Boom Mic	<u>\$675.55</u>
			\$1,406.60
1/24/25	High School	High School Donation	\$8.00
1/27/25	Pinecrest	Pinecrest Donation	\$30.00
1/27/25	High School	Football Transportation	\$704.52
1/30/25	High School	Boys Hockey State Tournament Tickets	\$2,655.00
2/3/25	Kennedy	Field Trip Admission	\$1,380.00
2/3/25	Kennedy	Field Trip Transportation	\$704.52
2/3/25	Middle School	Middle School Donation	\$15.00
2/6/25	High School	Raiders Athletic Fund Donation	\$3,620.00
2/7/25	High School	Tecla Karpen/HEP Scholarship	\$750.00
2/10/25	Middle School	6th Grade Field Trip	\$1,540.00
2/10/25	Middle School	6th Grade Field Trip	\$1,639.00
2/10/25	Middle School	7th Grade Courage Retreat	<u>\$300.00</u>
			\$3,479.00
2/11/25	High School	2024-25 Boys Hockey Coaches	\$8,609.00
2/12/25	Middle School	Middle School Theater	\$290.00
2/18/25	Community Ed	Youth Service Leadership Scholarship	\$520.00
2/18/25	McAuliffe	Fieldtrips Donation	\$1,000.00
2/18/25	Kennedy	1st Grade Field Trip Admission	\$904.00
2/20/25	Middle School	Middle School Orchestra	\$65.34
2/20/25	Middle School	Middle School Band	\$65.33
2/20/25	Middle School	Middle School Band	<u>\$65.33</u>
			\$196.00
2/20/25	High School	High School Faculty Scholarship	\$82.00
2/21/25	Middle School	Middle School Donation	\$15.00
2/21/25	High School	Boys Hockey Transportation	\$910.00
2/21/25	High School	Girls Hockey Transportation	\$423.00

2/21/25	High School	Minneapolis Foundation/Apple Autos Scholarship	\$2,500.00
2/24/25	Middle School	Middle School Orchestra	\$137.50
2/24/25	Middle School	Middle School Band	\$137.50
2/24/25	Middle School	Middle School Choir	<u>\$137.50</u>
			\$412.50
2/24/25	Middle School	Middle School Band Donation	\$75.00
2/25/25	High School	Joel Seleskie Family Scholarship	\$7,500.00
2/25/25	High School	Dakota Electric Association Scholarship	\$10,000.00
2/28/25	Middle School	Middle School Donation	\$30.00
3/4/25	Kennedy	Kennedy Book Fair Donations	\$9.26
3/4/25	High School	Marching Band Meat Raffle Fundraiser	\$900.00
3/7/25	High School	Girls Hockey Assistant Coach	\$500.00
3/7/25	High School	Girls Hockey JV Coach	\$2,500.00
3/7/25	Middle School	Middle School Orchestra	\$129.00
3/7/25	Middle School	Middle School Band	\$129.00
3/7/25	Middle School	Middle School Choir	<u>\$129.00</u>
			\$387.00
3/10/25	High School	High School Donation	\$8.00
3/10/25	Middle School	Middle School Orchestra	\$92.67
3/10/25	Middle School	Middle School Band	\$92.67
3/10/25	Middle School	Middle School Choir	<u>\$92.68</u>
			\$278.02
3/13/25	High School	Dance Team Expenses 24-25	\$6,468.00
3/13/25	High School	High School Gymnastics Donation	\$200.00
3/13/25	High School	High School Gymnastics Donation	\$20.00
3/13/25	High School	High School Gymnastics Donation	<u>\$25.00</u>
			\$245.00
3/13/25	Middle School	Middle School Donation	\$30.00
3/13/25	Community Ed	Hastings Reads Donations	\$1,615.00
3/24/25	High School	High School Wrestling Coaches	\$11,500.00

3/24/25	High School	High School Faculty Scholarship	\$82.00
3/27/25	Middle School	Middle School Donation	\$30.00
3/27/25	High School	High School Football Equipment	\$1,835.00
3/27/25	High School	High School Football Equipment	<u>\$4,466.00</u>
			\$6,301.00
3/28/25	Community Ed	Donation to ECFE to purchase Baby Scale	\$1,566.00
3/28/25	High School	Dance Team Expenses 24-25	\$772.88
3/28/25	District Wide	Angel Fund Donation	\$6.00
		<b>Total Third Quarter Donations</b>	<b><u><u>\$120,972.59</u></u></b>

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

1/10/25	Middle School	Supply donations to Nurse's Office	\$338.00
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**Donation Acceptance Resolution**

I, \_\_\_\_\_, introduce the following resolution and move for its adoption:

WHEREAS, School Board Policy 706 establishes guidelines for the acceptance of gifts and donations to the District;

WHEREAS, Minnesota Statutes Section 465.03 states that the School Board may accept a gift, grant, or devise of real or personal property in accordance with the terms prescribed by the donor only by the adoption of a resolution approved by two-thirds of its members; and

WHEREAS, the referenced donations in the District 200 Donations Report from January 2025 to March 2025 have been generously donated.

\_\_\_\_\_ duly seconded the motion for the adoption of the foregoing resolution.

Voting in favor of the resolution:

Voting against:

THEREFORE, BE IT RESOLVED by the Hastings Public School District School Board to gratefully accept these gifts.

## **Additional responses to recent policy changes:**

To Whom It May Concern,

I'd like to respond to the "Extended Trips" policies to answer any questions that might occur.

For #1a: From my knowledge, in communication with Gateway Music Travels, all costs included in the trip are itemized out and listed. There are not any hidden items to increase the cost per student. The only way the cost will change is if less than 72 students signed up, the overall cost of the motorcoach is split between the number of travelers. Or if there is a huge gas surcharge at the end of summer to add to the cost of the tour. This will all be presented to those registered at the end of the summer 2025.

#2a: Students will be provided multiple fundraising opportunities through the band boosters, all to help with the individual cost of the tour. Students are not required to go on tour to be a part of the marching band. They can still participate in the group, and not travel. But if they chose to go on tour, and have financial hardships, these many fundraisers can help them earn the full cost.

#2b: Many hotels/lodging accommodations for researched for this tour, and both of our housing is 6 students per room. This is the best economical choice.

#2c: The chaperones will pay the same cost as the students and be counted in the final total of 72 for the estimated costs. They will also be parents who volunteer for the trip.

### ***Emily Chandler***

Hastings High School Bands 651-480-7542

Hastings Middle School Bands 651-480-7156

Hastings High School Marching Band Director

Hastings High School Softball Coach



# Hastings High School Marching Band

## Performance Tour of Colorado

### July 2 – 8, 2026

#### Proposed Itinerary

##### Day One – Thursday, July 2, 2026

**Depart** Depart Hastings High School this evening to begin your journey to Denver, Colorado. (Approximate drive time is 13 ½ hours without stops, 910 miles).

##### Day Two – Friday, July 3, 2026

**Elitch Gardens** Located in the heart of Denver and celebrating 127 years of fun, Elitch Gardens is Colorado's only world-class combination theme and water park. From thrilling roller coasters to an amazing water park, there's thrills for all.

**YMCA camp** Welcome to Estes Park. Your Gateway Tour Manager will assist with hotel check-in.

**Dinner** Included

**YMCA Activities** Free time to enjoy the many activities that the YMCA offers, such as mini golf, wall climbing, zipline, hiking, game room, swimming pools, etc.

##### Day Three – Saturday, July 4, 2026

**Breakfast** Included

##### **♪ 2026 Park Hill Parade**

March in Denver's 2026 Park Hill Parade. The parade steps off at 130pm in one of Denver's oldest, most historic and diverse neighborhoods. The parade includes floats, marching bands, costumed performers and tons of red, white and blue fun.

**Free time** Enjoy free time browsing through the shops in Estes Park

**Dinner** Included

**Fireworks** Watch the fireworks in Estes Park reflecting off of the lake.



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### **Day Four – Sunday, July 5, 2026**

<b>Breakfast</b>	Included
<b>Colorado State Capitol</b>	Travel to Denver and tour the state capitol of Colorado and spend time shopping on the 16 <sup>th</sup> Street Mall.
<b>Lunch</b>	A sack lunch will be provided by the YMCA camp to enjoy after the parade and before you begin your Whitewater rafting adventure.
<b>Whitewater rafting</b>	Take a whitewater rafting trip on Colorado's Poudre River. Steep granite canyon walls, beautiful wildflowers and the occasional encounter with gentle river wildlife will leave you wanting more.
<b>Dinner</b>	On your own

### **Day Five – Monday, July 6, 2026**

<b>Breakfast</b>	Included
<b>Check out</b>	Your Gateway Tour Manager will assist with check out logistics.
<b>Depart</b>	Board motorcoaches this morning and begin your journey to Colorado Springs (3 hours and 22 minutes – 126 miles).
<b>Air Force Academy</b>	Enjoy a self-guided tour of the Air Force Academy starting with a 14-minute movie highlighting the academy experience. You will learn about Academy history, cadet life and then tour the famous Air Force Academy chapel.
<b>Lunch</b>	A sack lunch will be provided by the YMCA camp to enjoy at the Garden of the Gods.
<b>Garden of the Gods</b>	Garden of the Gods Park is the crown jewel of the Colorado Springs park system. It is considered one of the most awe- inspiring parks in the country and is a cross section of natural and human history.
<b>Dinner</b>	Dave and Busters buffet including a \$20 Power Card for Video Game play.
<b>Hotel</b>	Your Gateway Tour Manager will assist with hotel check-in.



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### **Day Six –Tuesday, July 7, 2026**

- Breakfast**                      Included
- Check out**                      Your Gateway Tour Manager will assist with check out logistics.
- Royal Gorge Bridge**        No other bridge in history has been more associated with being the “World’s Highest” than the Royal Gorge bridge, located in the state of Colorado. Constructed in 1929, the bridge was the highest suspension bridge in the world for nearly 75 years with a roadway 955 feet above the Arkansas River. Enjoy the thrill of the walking across the bridge and riding the aerial gondola.
- Depart**                            Board the motorcoaches and continue your journey back to Minnesota. (Approximate drive time is 14 ¼ hours without stops, 915 miles.) You will be traveling through the night to arrive tomorrow morning.

### **Day Seven –Wednesday, July 8, 2026**

- Arrival**                            Arrive at Hastings High School early this morning.

*This is a sample itinerary and is subject to change. Performance venues may be subject to availability and/or acceptance.*



# Hastings High School Marching Band

## Emily Chandler, Director

### Performance Tour of Colorado

#### July 2 – 8, 2026

### **Inclusions**

April 1, 2025

### **Transportation**

- Round-trip deluxe motorcoach transportation between Hastings High School and Colorado
- Motorcoach drivers' hotel accommodations and gratuities

### **Accommodations & Meals**

- Accommodations at the YMCA in Estes Park – 3 nights
- Accommodations at the Hyatt Place Colorado Springs/Garden of the Gods – 1 night
- Breakfasts – 4
- Lunches – 2
- Dinners – 3

### **Performances**

- Marching performances – 1
  - Park Hill Parade

### **Sightseeing & Activities**

- Elitch Gardens
- YMCA Activities
- Free time at Estes Park for shopping and exploring
- Fireworks display
- Colorado State Capitol
- Whitewater rafting
- Air Force Academy
- Garden of the Gods
- Royal Gorge Bridge and Gondola

### **Additional Inclusions**

- Services of a Gateway Tour Manager throughout your tour upon arrival in Colorado
- Four free trips, based on double occupancy rate
- All taxes and gratuities on inclusive services with the exception of your Gateway Tour Manager
- Professional Liability Insurance carried by Gateway Music Festivals & Tours, Inc.
- "My Gateway" online passenger registration program
- "My Gateway" individual payment processing (optional)

**School Sanctioned Trips Approval Form**

**Hastings ISD 200**

Department/Staff Coordinating	Marching band/Emily Chandler
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Fund 10 & Account Name Fund 11 & Account Name	622
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Purpose	Performing in a high profile performance, the educational learning opportunities of traveling outside Hastings
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Destination	Colorado
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Type(s) of Transportation	Motor Coach
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Dates	<b>Depart:</b>	<b>Date</b> 7/2/26	<b>Time</b>	<b>Return:</b>	<b>Date</b> 7/8/26	<b>Time</b>
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Cost per student	\$ 1450.00	Attach copy of payment schedule for inclusion in Online Payment System
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? Student drops out after paying	Department decision due to cost already incurred
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? Payment was fundraised \$'s	Required to stay in activity account because was earned as tax-exempt
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# Students participating	65-75
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# Chaperones needed	8-10
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All chaperone fees are the responsibility of the chaperone  
(not including activity affiliated staff members)

How are you ensuring equitable access for students of need?	We have many fundraisers students can participate in to raise the funds. This is an optional tour.
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Are there any additional pre-trips or other unique arrangements?	No
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It is the advisor's responsibility to communicate  
how funding for pre-trips is incorporated into trip fees

P-Card-Other Expenses	\$ 0	Purpose
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All receipts must be obtained and returned at the end of the trip

Principal Approved	Signature	Date
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Superintendent Reviewed	Signature	Date
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Board Reviewed	Signature	Date
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