

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

Wednesday, March 25, 2020  
Regular Meeting  
Hastings High School Lecture Hall

---

- I. **Call Meeting to Order**
  - a. Attendance
- II. **Motion to approve the agenda/table file**
  - a. Approval of the minutes from the January 30th, 2020 Special Meeting of the Board, February 5th, 2020 Special Meeting of the Board, February 26th, 2020 Regular Meeting of the Board, March 3rd, 2020 Special Meeting of the Board, the March 18th, 2020 Emergency Meeting of the Board, and the March 24th, 2020 Special Meeting of the Board.
- III. **Recognition of visitors**
- IV. **Announcements and Recognitions**
  - a. Good News Items
- V. **Items for Discussion**
  - a. District Response to Governor's Executive Order Update
  - b. Update on Todd Field Parcel Proposals
  - c. Policy First Reads or Review
    - i. Policy 210 - Conflict of Interest - School Board Members
    - ii. Policy 206 Addendum A.
    - iii. Policy 534 - Unpaid Meal Charges
    - iv. Policy 710A - Student Transportation Waiver
- VI. **Administrative Reports**
  - a. Superintendent
  - b. Building Construction Fund Project Update
  - c. Student Enrollment
  - d. School Board Committee Reports
    - i. Policy Committee
    - ii. Self-Funded Insurance
    - iii. Facility Committee Report
    - iv. Joint Powers
- VII. **Action Items**
  - a. Consent Agenda
    - i. Bills Payable
    - ii. Personnel Report
  - b. Specifications for High School Activities Parking Lot
  - c. Self-Funded Health Insurance
  - d. Revised 2020-2021 Academic Calendar
  - e. Proposed 2021-2022 School Year Calendar
  - f. Bid Award for Tilden Deferred Maintenance Project
  - g. Policy number 213 - School Board Committees
  - h. Policy number 206 - Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and data Privacy Considerations
  - i. Policy 203.5 - School Board Meeting Agenda
- VIII. **Future Meetings**
- IX. **Adjournment**

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

A Special Meeting of the School Board of Independent School District 200, Hastings, Minnesota, was held on Thursday, January 30<sup>th</sup>, 2020 in the Board Room at the Hastings School District Office.

The meeting was called to order by Kelsey Waits at 4:35 PM. The following members of the School Board were present: Kelsey Waits, Dave Pemble, Lisa Hedin, Becky Beissel, Scott Gergen, Brian Davis, and Stephanie Malm. Members absent, none.

The first order of business was to discuss and finalize the Superintendent Search timeline with MSBA representative Barb Dorn.

The Board then proceeded to discuss the pamphlet that MSBA had put together and what changes the Board would like to make.

MSBA provided further information to the Board in order to ensure that all open meeting laws were adhered to for all future MSBA meetings and reviewed other information about the interview process.

With no further business to discuss a motion to adjourn the Special Meeting was made by Dave Pemble and seconded by Becky Beissel. Ayes: Dave Pemble, Lisa Hedin, Becky Beissel, Briand Davis, Stephanie Malm, Kelsey Waits. Scott Gergen was unable to vote as he left early. Nays, none. Motion carried, meeting adjourned at 6:56 PM.

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

A Regular Meeting of the School Board of Independent School District 200, Hastings, Minnesota, was held on Wednesday, February 26<sup>th</sup>, 2020 in the Board Room at the Hastings School District Office.

The meeting was called to order by Kelsey Waits at 6:00 PM. The following members of the School Board were present: Becky Beissel, Brian Davis, Scott Gergen, Lisa Hedin, Stephanie Malm, Dave Pemble, and Kelsey Waits. Members absent, none.

The first order of business was to approve the agenda and the minutes from the January 22<sup>nd</sup>, 2020 Regular Board Meeting and the January 23<sup>rd</sup>, Special Board Meeting. Scott Gergen made an amendment to the agenda to add a discussion item about the District's plan for dealing with COVID 19. A motion was made by Dave Pemble and seconded by Brian Davis. Ayes all, nays none, motion passed.

Kelsey Waits proceeded to welcome all the visitors who were in the room as well as viewing the meeting from home.

The time was turned over to Interim Superintendent Jeff Pesta who made several announcements recognizing several different positive events that have occurred within the Hastings School District.

The next item on the agenda was topics of discussion of the Board which was to start with a presentation by Principal Steve Kovach regarding the alteration of the Middle School start date for 5<sup>th</sup> graders. This presentation has been postponed until the March Regular Board Meeting.

The next discussion item was about the Todd Field Parcel Proposal update. Interim Superintendent Jeff Pesta will continue to work with MN DOT on this lease agreement and will update the Board on any further developments.

There was discussion regarding the consideration of construction options for the Hastings High School athletic fields. The determination was made that there is more information needed, therefore there will be a meeting of the Facility Committee held in an effort to gather further details about the project.

The Board discussed the needs for further student support at Hastings High School and the hiring of a counselor for this purpose. A motion to move this discussion item to an action item to be voted on by the Board was made by Brian Davis and seconded by Becky Beissel. Ayes all, nays none, motion carried.

The Board proceeded to go through the first reads of the following new policies to be adopted: 203.2, 203.6, and 208. The Board also did a first read through of policy 206 which has been adapted from its previously adopted format.

There was a review of the 2021-22 Academic School Calendar by the board which will be discussed again at the next Regular Board Meeting in March.

The final discussion point for the Board was to talk about the need for the District to have a plan to deal with COVID 19. The determination of the discussion was that Interim Superintendent Jeff Pesta would do further research on this topic and report back to the board with a recommended plan to move forward.

Interim Superintendent reported to the Board regarding a construction fund update and the current enrollment numbers from February 2020.

The following committees presented briefly to the board: Community Partners Committee, Self-Funded Insurance Committee, Facility Committee, and the Policy Committee. Each committee provided an overview of the committee meetings that have been held.

The next item of business on the agenda was to approve the consent agenda which consists of bills payable, personnel information, and the 2019-20 Non-Public Transportation Reimbursement rate. It also included change order number 9 for Corval Constructors Inc. for an additional \$107,441 and change order number 10 for Corval Constructors Inc. for an additional \$92,714. A motion was made to approve the consent agenda in its entirety by Dave Pemble and seconded by Stephanie Malm. Ayes all, nays none, motion carried.

A motion to approve the AIPAC roster and concurrence resolution was made by Dave Pemble and seconded by Becky Beissel. Ayes all, nays none, motion carried.

A motion to approve the creation of a position for and hiring of a licensed school counselor at the Hastings High School was made by Stephanie Malm and seconded by Becky Beissel. Ayes all, nays none, motion carried.

A motion to approve the Custodian Group master agreement was made by Scott Gergen and seconded by Dave Pemble. Ayes all, nays none, motion carried.

A motion to approve the Community education Paraprofessional group master agreement was made by Lisa Hedin and seconded by Dave Pemble. Ayes all, nays none, motion carried.

A motion to table the action item for the Hastings High School athletic fields' parking lot was made by Scott Gergen and seconded by Lisa Hedin. Ayes all, nays none, item tabled.

A motion to approve the temporary all-day preschool relocation plan was made by Scott Gergen and seconded by Dave Pemble. With six ayes, Brian Davis voting nay, motion carried.

A motion to affirm the following policies was made by Brian Davis and seconded by Dave Pemble: 201, 202, 203.1, 203.5, 203, 204, 205, 207, 209, 211, 212, 213, and 214. Ayes all, nays none, motion carried.

There are the following future meetings of the School Board and Standing Board Committees:

March 2<sup>nd</sup>, 2020 – Special Board Meeting with MSBA in the Board Room at the District Office.

March 5<sup>th</sup>, 2020 at 9:00 AM – Facilities Committee Meeting in the Board Room at the District Office.

March 10<sup>th</sup>, 2020 at 4:30 PM – Policy Committee Meeting in the Board Room at the District Office.

March 11<sup>th</sup>, 2020 at 6:00 PM – School Board Work Session in the Board Room at the District Office.

March 24<sup>th</sup>, 2020 at 6:30 PM – Special Board Meeting with MSBA in the Board Room at the District Office.

March 25<sup>th</sup>, 2020 at 6:00 PM – Regular Board Meeting in the Board Room at the District Office.

With no further business to discuss a motion to adjourn the Regular Meeting of the Board was made by Dave Pemble and seconded by Becky Beissel. Ayes all, nays none, motion carried. The meeting was adjourned at 9:15 PM.

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

A Special Meeting of the School Board of Independent School District 200, Hastings, Minnesota, was held on Wednesday, February 5<sup>th</sup>, 2020 in the Board Room at the Hastings School District Office.

The meeting was called to order by Kelsey Waits at 5:05 PM. The following members of the School Board were present: Kelsey Waits, Dave Pemble, Brian Davis, Stephanie Malm, Lisa Hedin, Becky Beissel, Scott Gergen. Members absent, none.

The first order of business was to approve the agenda. A motion was made by Lisa Hedin and seconded by Stephanie Malm. Ayes all, nays none, motion carried.

The Board then discussed the vacancy pamphlet that MSBA had created and determined the final changes that needed to be changed.

There was further discussion about the timeline that was proposed at the meeting on Thursday, January 30<sup>th</sup>, 2020 and how the second round of interviews should be scheduled.

The final topic of discussion was to further discuss the listening session schedule as well as how this information would be conveyed to the public.

With no further business to discuss a motion to adjourn the Special Meeting was made by Brian Davis and seconded by Scott Gergen. Ayes all, nays none, motion carried. Meeting adjourned at 6:22 PM.

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

An Emergency Meeting of the School Board of Independent School District 200, Hastings, Minnesota, was held on Wednesday, March 18<sup>th</sup>, 2020 in the Hastings Middle School Cafeteria.

The meeting was called to order by Kelsey Waits at 6:05 PM. The following members of the School Board were present: Kelsey Waits, Lisa Hedin, Scott Gergen, Brian Davis, Stephanie Malm, and Dave Pemble. Becky Beissel was present via teleconference. Members absent, none.

A motion was made to approve the agenda by Dave Pemble and seconded by Lisa Hedin.

The time was turned over to Superintendent Pesta who began by outlining the Governor's executive order and the Hastings School District's plan for implementing the order.

Superintendent Pesta then went over further details of plans that the district is putting in place to address the needs of the community that may extend beyond the Governor's executive order. After the discussion around the current plan as it has been written currently, Dave Pemble recommended that the School Board make a statement of support for the plan that the Administrative team has created. This support has been shown with the understanding that there may be some flexibility in the future as things continue to change. Members in agreement with this statement of support: Kelsey Waits, Lisa Hedin, Scott Gergen, Dave Pemble, Stephanie Malm, Brian Davis, and Becky Beissel.

Finally, the Board discussed how they will handle future board meetings to avoid disruptions in the future given the current need for social distancing and quarantine due to the current COVID-19 pandemic. A motion was made by Dave Pemble to allow School Board Members the ability to meet in person, or via teleconference, based on the needs at the time for any and all future meetings. The motion was seconded by Lisa Hedin. Ayes all, nays none. Motion carried.

With no further business to discuss a motion to adjourn the Emergency Meeting was made by Brian Davis and seconded by Dave Pemble. Ayes all, nays none. Motion carried, meeting adjourned at 8:46 PM.

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

A Special Meeting of the School Board of Independent School District 200, Hastings, Minnesota, was held on Monday, March 2<sup>nd</sup>, 2020 in the Board Room at the Hastings School District Office.

The meeting was called to order by Kelsey Waits at 4:04 PM. The following members of the School Board were present: Becky Beissel, Brian Davis, Lisa Hedin, Stephanie Malm, Dave Pemble, and Kelsey Waits. Scott Gergen was absent for roll call as he was running late.

The first order of business was to approve the agenda. A motion was made by Brian Davis and seconded by Becky Beissel. There were 6 ayes, Scott Gergen was unable to vote as he was not present, nays none, motion carried.

The Board turned the time over to Barb Dorn and Sandi Novak, the representatives from MSBA, for a presentation of the results from the Superintendent Search surveys, listening sessions, and one on one sessions. Scott Gergen arrived at the beginning of the presentation at 4:16 PM.

The representatives from MSBA proceeded to work with Board members to develop interview questions for the upcoming first and second round interviews. They also covered the interview procedures and data handling policies with the School Board.

The final piece of business for the Board and the representatives from MSBA was to review the schedule for the second round interviews on April 2<sup>nd</sup>, 2020.

With no further business to discuss a motion to adjourn the Special Meeting was made by Brian Davis and seconded by Dave Pemble. Ayes all, nays none, motion carried. The meeting was adjourned at 6:55 PM.



# 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

BRIDGE TO SUCCESS

---

Dr. Jeff Pesta  
INTERIM SUPERINTENDENT

March 25, 2020

RE: Update on HPS Response to Executive Order 20-02

At this time we are awaiting a new executive order to replace 20-02 which will expire on March 27. The following points highlight our progress during this mandated planning week:

- We have reconciled our staff absence reporting. All employees are accounted for.
  - Special absence codes related to COVID-19 will need to be aligned with the Families First Coronavirus Response Act (FFCRA) effective April 2, 2020.
  - The meal program has been very successful and will be capped at a total of 2000 meals per day. All school age children are eligible to participate.
  - Childcare for the families of emergency workers is going well with community education staff and a combination of other employee groups providing the service at Pinecrest Elementary. Unique registrations are at 80+ and we plan to utilize space in the middle school beginning at 65 students on site per day. The YMCA has begun offering childcare for emergency workers and potentially other families in need.
  - As of March 24, we are providing the option for teaching staff and other employees that can be productive remotely to work from home. Only Pinecrest teachers have been directed to work at other locations to date. We are developing a critical district employee contingency plan.
  - We are anticipating that effective March 30, employee time coded to special education must be engaged in eligible activities only.
  - Our K-12+ teachers will post their distance learning plans on March 27. Equitable distribution of learning technology is a work in progress and will be customized by site.
  - Since March 18, we are no longer receiving revenue in Community Education (Fund 04). All programs have been closed. No refunds have been issued for preschool registrations to date. We are not accepting new registrations. The board provided support during the emergency meeting of March 18 to retain staff funded by Community Education and reassign them to childcare. Extended childcare for emergency workers currently is being offered for no fee.
  - Our preschool programs don't match the criteria under the executive order to require distance learning. Therefore, we must decide if we will accept preschool registrations knowing that the instruction will be solely distance learning. We could close preschool and reassign the licensed teachers to childcare during the closure period.
  - We must make timely decisions about whether to continue to support community education staff from the general fund. Some employees are not able to work in reassigned duties and there will be direct or indirect costs associated with any leave categories that they may use.
-

Minnesota Department of Transportation  
Metro District  
1500 W. County Road B2  
Roseville, MN 55113  
651-234-7577

PARCEL: 1910 (55=053) 321 0078AX      LEASE NO. 19018  
MnDOT  
Contract NO.

### COMMERCIAL LEASE

THIS LEASE is made between the State of Minnesota, Department of Transportation ("Landlord"), and Hastings Public Schools Independent School District 200 ("Tenant").

Mail lease to: Hastings Public Schools Independent School District 200  
1000 11th Street West  
Hastings, MN 55033

#### IT IS AGREED:

1. In consideration of payment of the rent hereinafter specified to be paid by Tenant, and the covenants and agreements herein contained, Landlord hereby leases to Tenant that certain property ("Premises") in the County of Dakota, State of Minnesota, described as follows:

Location of Premises: adjacent to 10<sup>th</sup> Street & Vermillion Street, a portion west of the area commonly known as Todd Field as shown on Exhibit A attached hereto and by this reference incorporated herein.

This Lease includes improvements, if any, and is in effect for the term of five (5) years commencing on May 1, 2020 and continuing through April 30, 2025, with the right of termination in both Landlord and Tenant as hereinafter set forth.

2. RENT. Tenant shall pay to Landlord as rent for the Premises the sum of Forty Four Thousand Five Hundred Ninety Five Dollars and no/100 (\$44,595.00) in sixty equal monthly payments of Seven Hundred Forty Three Dollars and no/100 (\$743.00) in advance on the first day of each month during the term of this Lease.

25,483 SF x \$7.00/SF	= \$178,381
\$178,381 x 5% Annual Rental Rate	= \$ 8,919
\$8,919 x 5 years	= \$ 44,595
\$44,595/60 months	= \$743/month (R)

Rent payments are to be mailed or delivered to Landlord's finance office as follows:

Department of Transportation  
Office of Financial Management  
Accounting Department  
395 John Ireland Boulevard - Mailstop 215  
St. Paul, Minnesota 55155

Make checks payable to:  
Commissioner of Transportation

3. USE OF PREMISES. Tenant shall use the Premises for the following purpose only: a paved area for public use.

It shall be the sole responsibility of Tenant to comply with all laws, regulations, or ordinances imposed by any jurisdiction governing the use of the Premises. Failure to comply will not relieve Tenant of the obligation to pay rent. Tenant's use of the Premises must not interfere with the public's use of any adjacent highway.

Tenant at its sole cost and expense, agrees to comply with, and provide and maintain the Premises in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with the Premises including the Americans with Disabilities Act ("ADA"). If the Premises are not in compliance with the ADA or other applicable laws Landlord may enter the Premises and perform such obligation without liability to Tenant for any loss or damage to Tenant thereby incurred, and Tenant shall pay Landlord for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of Landlord's invoice.

Signs or displays will be restricted to those indicating proprietorship and type of activities conducted on the Premises, and will be subject to regulation by Landlord and the Federal Highway Administration as to number, size, location, and design.

Tenant may not charge for public parking on the Premises.

4. MAINTENANCE AND REPAIRS. Tenant shall keep the Premises in good condition at Tenant's own expense, and shall not call on Landlord to make any improvements or repairs.

5. CHARGES AND EXPENSES. Tenant shall pay when due all utility charges and any other charges or expenses connected with Tenant's use of the Premises.

6. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when served personally on Landlord or Tenant, or when made in writing and deposited in the United States Mail and addressed as follows: To Tenant at the mailing address above stated and to Landlord, Department of Transportation, Office of Land Management, Transportation Metro District - 1500 W. County Road B2, Roseville, MN 55113. The address to which notices are mailed may be changed by written notice given by either party to the other.

7. CANCELLATION. This Lease shall be subject to cancellation by either party at any time during the term hereof by giving the other party notice in writing at least ninety (90) days prior to the date when the cancellation will become effective. Furthermore, this Lease shall be subject to cancellation by Landlord if the Premises become needed for highway purposes (as determined solely by Landlord) by giving Tenant notice in writing at least thirty (30) days prior to the date when the cancellation will become effective. In the event of cancellation any unearned rent paid by Tenant will be returned.

Tenant hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this Lease by Landlord, including any cancellation or termination for highway purposes (as determined solely by the Landlord). Tenant agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the Lease. Tenant agrees not to sue or institute any legal action against Landlord based upon any of the claims released in this paragraph.

8. INDEMNIFICATION AND RELEASE. Notwithstanding anything to the contrary in this Lease, Tenant shall indemnify, hold harmless, release and defend Landlord (with the approval of the State's Office of the Attorney General) Landlord and Landlord's employees from and against all claims, demands, and causes of action for injury to or death of persons or loss of or damage to property (including Tenant and Tenant's property) occurring on the Premises and connected with Tenant's use and occupancy of the Premises, regardless of whether such injury, death, loss, or damage is caused in part by:

- (i) the negligence of Landlord or
- (ii) is deemed to be the responsibility of Landlord,

because of its failure to supervise, inspect, or control the operations of Tenant or otherwise discover or prevent actions or operations of Tenant giving rise to liability to any person.

If any negligence or responsibility of Landlord is unrelated to Tenant's occupancy or use of the Premises, Tenant will not be obligated to indemnify and hold harmless as set forth above.

Landlord's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. §3.736.

9. INSURANCE. Prior to execution of this Lease by Landlord, the Tenant shall provide Landlord with a properly executed certificate(s) of insurance which shall clearly evidence the insurance required below.

9.1 Tenant shall maintain during the full term of this Lease commercial general liability insurance or equivalent form including Premises-Operations Liability, Products/Completed Operations Liability (if applicable), Contractual Liability, and Fire Legal Liability with a limit of not less than \$2,000,000 each occurrence. If such

insurance contains a general aggregate limit, it will be equal to or greater than \$2,000,000 and apply separately to this Lease.

- 9.2 The insurance shall name the State of Minnesota as an Additional Insured with respect to performance of the Lease.
- 9.3 This insurance shall be primary with respect to any insurance or self-insurance programs covering Landlord, its officers and employees.
- 9.4 Tenant shall maintain during the full term of this Lease workers' compensation insurance with statutory limits and employers' liability insurance with limits not less than \$100,000 bodily injury by disease per employee, \$500,000 bodily injury by disease aggregate and \$100,000 bodily injury by accident.

If Minnesota Statute 176.041 exempts Tenant from Workers' compensation insurance or if the Tenant has no employees in the State of Minnesota, Tenant must provide a written statement, signed by the authorized signer of the contract, stating the qualifying exemption that excludes Tenant from MN Workers' Compensation requirements.

If during the course of the contract the Tenant becomes eligible for Workers' Compensation, the Tenant must comply with the Worker's Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

If Tenant receives a cancellation notice from an insurance carrier affording coverage herein Tenant agrees to notify the Landlord within five (5) business days with a copy of the cancellation notice, unless Tenant's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the Landlord.

An Umbrella or Excess Liability insurance policy may be used to supplement the policy limit to satisfy the full policy limits required by the Lease.

10. FIRE INSURANCE. Tenant shall not be required to keep the Premises insured against fire and extended coverage loss. Tenant shall make no claim against Landlord arising out of any loss to the Premises

11. RIGHT TO ENTER. Tenant shall allow Landlord and Landlord's contractors and authorized licensees to enter upon the Premises for any of the following purposes: to survey the land, to take soil borings, to perform utility relocation or repair work, or to perform any other work which is preparatory to a highway construction project; also to make emergency repairs required for highway safety. If there is a bridge above or adjacent to any part of the Premises, Tenant shall allow Landlord to enter upon the Premises to inspect, maintain, and repair the bridge and its structural supports. If any of these operations substantially restrict the Tenant's use of the premises, rent will be reduced proportional to the restricted use of the Premises during the period of the restricted use. The reduction (or abatement) of rent will be Tenant's only claim against Landlord based on such restriction (or abatement) of use. Tenant shall allow Landlord

to inspect the Premises and to show the Premises by appointment to prospective buyers or renters. Before entering the Premises for any of the purposes under this paragraph, Landlord will make a reasonable effort to notify Tenant, provided, however, that in case of an emergency affecting highway safety (the existence of which will be determined solely by Landlord), if Tenant is not present to permit entry onto the Premises, Landlord or its representatives may enter without notice to Tenant, and for such entry Landlord or its representatives will not be liable to Tenant.

12. ADJACENT HIGHWAY FACILITY. Tenant shall not permit the storage of any substance or material on the Premises which may create a fire hazard to the adjacent highway facility (including any overhead bridge and its structural supports). If Landlord determines that Tenant is using the Premises in such a way as to create a danger to the adjacent highway facility or the traveling public thereon, and if, upon receiving notice, Tenant does not immediately remedy the danger to the satisfaction of Landlord, then Landlord may immediately cancel this Lease and take possession of the Premises. Any requirement for giving notice of cancellation set out elsewhere in this Lease will not apply to cancellation under this section. Unearned rent paid by Tenant will be returned.

If a part of the Premises is situate under or adjacent to a highway bridge, Tenant acknowledges that Landlord's plowing and sweeping of the bridge may cause snow, ice, sand, or road sweepings to be pushed off the sides of the bridge or otherwise expelled off the bridge, falling onto the Premises. Tenant agrees that this risk is specifically included in the Tenant's indemnification and release of Landlord appearing elsewhere in this Lease.

13. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublet the Premises.

14. CIVIL RIGHTS ACT. The Tenant for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Premises described in this Lease for a purpose for which a Landlord activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such improvements in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency (LEP) will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.

15. DEFAULT BY TENANT - LANDLORD'S REMEDIES. The following occurrences are "events of default":

(a) Tenant defaults in the due and punctual payment of rent, and such default continues for five (5) days after notice from Landlord; however, Tenant will not be entitled to more than one notice for default in payment of rent during any twelve month period, and if, within twelve months after any such notice, any rent is not paid when due, an event of default shall have occurred without further notice.

(b) Tenant breaches any of the other agreements, terms, covenants, or conditions which this Lease requires Tenant to perform, and such breach continues for a period of thirty (30) days after notice by Landlord to Tenant.

At any time after the occurrence of either of the above events of default, Landlord may terminate this Lease upon giving written notice to Tenant and may then re-enter and take possession of the Premises in such manner as allowed or provided by law. Tenant shall pay Landlord all costs and expenses, including attorney's fees, in any successful action brought by Landlord to recover unpaid rent, or to recover damages for breach of any of the other covenants, agreements, terms, or conditions which this Lease requires Tenant to perform, or to recover possession of the Premises.

16. HOLDING OVER. If Tenant remains in possession of the Premises after the end of this Lease with the consent of Landlord, express or implied, Tenant shall occupy the Premises as a Tenant from month to month, subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the term.

17. MOVING OUT. At the expiration or sooner termination of this Lease, Tenant shall leave the Premises in as good condition as when delivered to Tenant (except for ordinary wear and any loss covered by insurance payment to Landlord).

18. SALE OR TRANSFER OF PREMISES. If Landlord sells or transfers the Premises, Landlord's liability for the performance of its covenants under this Lease shall end on the date of the sale or transfer, and Tenant shall look solely to the purchaser or transferee for the performance of those covenants.

19. RELOCATION ASSISTANCE: Persons, businesses, farms, non-profit organizations, and other entities (hereinafter collectively referred to as Tenant) displaced by cancellation or termination of this Lease, or by moving out prior to cancellation or termination of this Lease, are not classified as "displaced persons" and are **not** eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and its amendments. By signing this Lease, TENANT acknowledges and agrees that they are not a displaced person.

20. HAZARDOUS SUBSTANCES OR POLLUTANTS OR CONTAMINANTS. Tenant shall not cause or permit any hazardous substance or pollutant or contaminant to be used, generated, stored or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors or invitees. If the Tenant causes or allows the Premises to become contaminated in any manner by hazardous substances or pollutants or contaminants, during the term of this Lease, Tenant shall indemnify and hold harmless the Landlord in accordance with Section 8 of this Lease. This indemnification is intended to, and shall, survive the termination of this Lease. Without limitation of the foregoing, if Tenant causes or permits the presence of any hazardous substance or pollutant or contaminant on the Premises, and that presence results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions approved by the Landlord to return the Premises to a condition that is in accordance with all applicable Federal, State and Local regulations.

21. ADDITIONAL AGREEMENTS. Landlord and Tenant agree to apply the total 5 year rental payment of Forty Four Thousand Five Hundred Ninety Five Dollars and 00/100 (\$44,595) as a partial payment by Tenant on the final purchase price of those lands not needed for Landlord's future ponding project. The precise area to be conveyed shall be determined at the conclusion of Landlord's project and shall be conveyed to Hastings Public School ISD 200 at \$7.00 per square foot less the \$44,595 in rent paid. Each party shall use best efforts to complete the conveyance process within 18 months of the completion of the project. Tenant shall forfeit all rents paid during the lease period if the sale is cancelled or terminated by tenant.

22. ENTIRE AGREEMENT. This Lease contains the entire agreement between Landlord and Tenant with respect to its subject matter and may be amended only by subsequent written agreement between them. Except for those which are set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to one another with respect to this Lease.

**TENANT**  
**Hastings Public Schools Independent**  
**School District 200**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**LANDLORD, STATE OF MINNESOTA**  
**DEPARTMENT OF TRANSPORTATION**  
**COMMISSIONER OF TRANSPORTATION**

By \_\_\_\_\_  
Lynn P. Clarkowski, P.E.  
Metro Program Delivery Engineer

Date \_\_\_\_\_

Approved as to form and execution

**OFFICE OF CONTRACT MANAGEMENT**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



Hastings Public School District  
ISD #200

MSBA/MASA Model Policy 210  
Orig. 1995  
Rev. 2008

## **210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS**

*[Note: The provisions of this policy substantially reflect legal requirements.]*

### **I. PURPOSE**

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

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

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

### **III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS**

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

elected, whichever is later. Disclosure serves as notice of the interest and must only be made once;

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

the interested school board member may not vote on the contract. (*Note: This section applies only where the school district has a population of 1,000 or less according to the last federal census.*)

6. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.
- C. In the following circumstances, the school board may as an exception, by majority vote at a meeting where all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee where there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed \$8,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting where all school board members are present, that employment must be immediately terminated and that school board member will have no further rights to employment while serving as a school board member in the school district.
  - D. The school board may contract with a class of school district employees, such as teachers or custodians, where the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. In order for the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting where the contract is approved.

#### **IV. LIMITATIONS ON RELATED EMPLOYEES**

- A. The school board can hire or dismiss teachers only at duly called meetings. Where a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.
- B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

#### **V. CONFLICTS PRIOR TO TAKING OFFICE**

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

member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

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

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

***Legal References:*** Minn. Stat. § 122A.40, Subd. 3 (Teacher Hiring, Dismissal)  
Minn. Stat. § 123B.195 (Board Member's Right to Employment)  
Minn. Stat. § 471.87 (Public Officers; Interest in Contract; Penalty)  
Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)  
Minn. Stat. § 471.89 (Contract, When Void)  
Op. Atty. Gen. 437-A-4, March 15, 1935  
Op. Atty. Gen. 90-C-5, July 30, 1940  
Op. Atty. Gen. 90-A, August 14, 1957

***Cross References:*** MSBA/MASA Model Policy 101 (Legal Status of the School Board)  
MSBA/MASA Model Policy 209 (Code of Ethics)  
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

*Policy Reviewed: 03.10.2020*

*Policy Adopted:*

*Policy Revised:*

## 206A Public Participation at School Board Meetings Procedures and Request

To address the school board, read the procedures below, complete the form, and return it to the Superintendent's Office at ISD 200, 1000 West 11<sup>th</sup> Street, Hastings, MN 55033. If you have documents to handout to the school board, please email the documents to bgarciacarrasco@hastings.k12.mn.us or bring nine copies to the regular board meeting. If you have any additional questions, call the Superintendent's Office at 651-480-7002.

Public comment at each Regular School Board meeting is an opportunity for residents of the School District to address the School Board. After being recognized by the chair, each individual will identify themselves and the group they represent, if any. Individuals will also state whether or not they are a District 200 resident.

The Minnesota Government Data Practices Act prohibits comment about specific student matters, even without naming the student, in open session. This includes the public comment portion of a school board meeting. The Board respects and values input on student matters, but when it relates to a specific student or to a specific student matter, such input must be heard by the appropriate personnel - such as the building principal or superintendent - and not during an open meeting of the School Board.

The school board will strive to give all district residents an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. The public comment portion of the Regular School Board meeting is considered to be a listening session. Please understand that the board will not directly respond to your comments, but we invite you to follow-up with individual board members, by appointment.

### Contact Information

Name: \_\_\_\_\_ School Board Meeting Date to Address the Board: \_\_\_\_\_

Home Address: \_\_\_\_\_  
(Street, City, State, Zip Code)

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

If presenting as a group, the board asks the group to select one spokesperson to address the board. Representation:

- a. Self Only
- b. Organization: \_\_\_\_\_ Spokesperson: Self    Other    : \_\_\_\_\_
- c. Other Group: \_\_\_\_\_ Spokesperson: Self    Other    : \_\_\_\_\_

### Nature of Request/Comments:

Are your comments related to an agenda item?

- a. Yes: name the agenda item \_\_\_\_\_
- b. No, topic of comments: \_\_\_\_\_

What would you like the school board or administration to do in response to your comments? \_\_\_\_\_

\_\_\_\_\_

What district personnel have you contacted about this issue? (specify) \_\_\_\_\_

By signing below, I acknowledge I have read and understand School District Policy 206.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



Hastings Public School District  
ISD #200

MSBA/MASA Model Policy 534  
Orig. 2017  
Rev. 2019

## 534 UNPAID MEAL CHARGES

*[Note: United States Department of Agriculture (USDA) Policy Memorandum SP 46-2016 requires all School Food Authorities (i.e., school districts) operating federal school meal programs to have a written and clearly communicated system to address unpaid meal charges by July 1, 2017. USDA Policy Memorandum SP 23-2017 clarified that school districts could adopt a “policy” or “standard practice.” Although this document is styled as a “policy,” school districts may establish and implement a set of written procedures instead of a policy, provided that the written document explains how the school district will handle situations where students eligible to receive reduced-price or paid meals do not have money in their account or in hand to cover the cost of their meals at the time of service. The policy or standard practice must be implemented throughout the school district.]*

*[Note: This MSBA/MASA model policy is drafted to be consistent for all grade levels. However, local school districts may vary the meal charge policy for elementary, middle, and high schools.]*

*[Note: School districts must follow appropriate debt collection practices when attempting to recover unpaid meal charges.]*

### I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district’s nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for school meals as well as to maintain the financial integrity of the school nutrition program.

### II. GENERAL STATEMENT

Students will receive a breakfast and lunch of their choice regardless of the child’s account balance; however, parents will continue to be responsible to pay for all meal charges, including negative balances. Students with negative balances will not be

allowed to purchase ala carte items or additional milk, entrees, or side items. School Employees with a meal balance of -\$10.00 or less will not be able to purchase meals.

### III. PAYMENT OF MEALS

*[Note: Payment systems and procedures will likely vary from school district to school district. The school district should select one of the following options and delete the remaining options.]*

- A. The school district will utilize a prepaid system for food service program meals. We encourage families and employees to keep a positive balance in their account(s) to ensure that students and employees have sufficient funds.
- B. It is the parent/guardian's or employee's responsibility to monitor their meal account balances and send money on a regular basis to keep the meal accounts current. The district encourages all participants to sign up for and utilize the district's online school meal prepayment system.
- C. ~~If~~ The school district receives school lunch aid under Minn. Stat. § 124D.111. Therefore, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance. Families may apply for free or reduced-price meals anytime during the school year. Meal applications are distributed to all families in the district prior to the student's first day of classes. Applications are also available at the District Office, in the Main Office of each school building, as well as on the district website. If household income or size changes, families can apply for meal benefits anytime during the school year.
- D. ~~A student with an outstanding meal charge debt will be allowed to purchase a meal if the student pays for the meal when it is received.~~
- E. ~~The school district may provide an alternate meal that meets federal and state requirements to a student who does not have sufficient funds in the student's account or cannot pay cash for a meal. The school district will accommodate special dietary needs with respect to alternate meals. The cost of the alternative meal (\$*insert amount*) will be charged to the student's account or otherwise charged to the student.~~
- F. ~~When a student has a negative account balance, the student will not be allowed to charge a snack item.~~
- G. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.

### IV. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

- A. The school district will make reasonable efforts to notify families and employees of a low account balance when the account is at or below \$9.00, via the district's automated alert notification system. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program. **A meal will not be taken away from a student with an overdrawn account.**
- B. ~~Families~~ Parents will ~~be notified of an outstanding~~ receive a negative balance notification when their student's account ~~once the negative balance reaches~~ is below \$0.00, twice per week via the district's automated alert notification system. ~~or [insert number of meals]. Families will be notified by [insert the method used to notify families (e.g., automated calling system, email, letters sent home)].~~
- ~~C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program. A meal will not be taken away from a student with an overdrawn account.~~
- C. When an account balance reaches negative \$50, the Food & Nutrition Services Department shall notify the family via letter. Such letter shall notify the family of the expectation that the account be brought to a positive balance within ten days or as specified in a repayment plan, and will include a meal application (if one is not already on file).
- D. When an account balance reaches negative \$75, building principals shall contact the family via phone to communicate the expectation that the account be brought to a positive balance within ten days or as specified in a repayment plan.
- E. The following individuals may personally call students' parents/guardians, mail letters, or send letters home in students' backpacks if necessary:
- Food & Nutrition Services Department Director or secretary
  - Individual school buildings principals, secretaries, social workers, or community support social workers.

#### IV. UNPAID MEAL CHARGES

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free and reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt **from families**. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.

- C. Negative balances of more than \$100, not paid prior to [the end of the school year](#), will be turned over to the superintendent or superintendent's designee for collection. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.
- D. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- ~~E. The school district may not deny any student the opportunity to participate in graduation ceremonies or other commencement activities due to unpaid meal charges.~~

## V. COMMUNICATION OF POLICY

- A. This policy and any pertinent supporting information shall be provided in writing (~~i.e., mail, email, back to school packet, student handbook, etc.~~) [or via the student handbook](#) to:
  1. All households at or before the start of each school year;
  2. Students and families who transfer into the school district, at the time of enrollment; and
  3. All school district personnel who are responsible for enforcing this policy.
- B. The school district may post the policy on the school district's website, in addition to providing the required written notification described above.

**Legal References:** Minn. Stat. § 124D.111, Subd. 4  
 42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)  
 7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)  
 7 C.F.R. § 220.8 (School Breakfast Program Regulations)  
 USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)  
 USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)  
 USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A  
 Minn. Op. Atty. Gen. 169j (May 14, 2019) (*Letter to Ricker*)

*Policy Reviewed: 03.10.2020*  
*Policy Adopted:*  
*Policy Revised: 03.12.2020*



Hastings Public School District  
ISD #200

**CO-CURRICULAR AND EXTRACURRICULAR ALTERNATIVE TRANSPORTATION  
PERMISSION FORM  
PARENT/GUARDIAN PERMISSION FOR**

**Student Name:** \_\_\_\_\_

As the parent/guardian of the above-named student of Independent School District #200, Hastings (hereinafter "District"). My child is a member or participant in the co-curricular activity and/or extracurricular activity of the District set forth above, which engages in organized activities/practices/games at other off-campus locations.

**ACKNOWLEDGMENT AND WAIVER:** I understand that the District may provide transportation to co-curricular and/or extracurricular practices, games, and activities of which my child is a participant and for which transportation its employees supervise, control, and arrange. When provided, I understand that my child is expected to ride to and from their activity accordingly. If extenuating circumstances may prevent this, I will follow District protocol with regard to advance, written notice and permission.

I also understand that the District may not provide transportation to co-curricular and extracurricular practices, games or activities for which my child is a participant. In consideration for my child being allowed to use alternative transportation for his/her or our family's convenience or in order to participate in this co-curricular and/or extracurricular activity due to the lack of District transportation, I hereby acknowledge and agree to the following:

I understand that, while District employees will direct students in complying with the permissions provided herein, the District will not participate in arranging such alternative transportation or otherwise supervise or instruct student behavior while using the alternative transportation I have authorized below. Further, I understand that, with respect to the alternative transportation I have authorized herein, the District makes no representations or assurances regarding the safety or condition of any vehicles used, insurance coverage, the driving skill or licensure of any driver, the legalities of passengers riding with any driver, any driver's compliance with relevant traffic or other laws, or the availability of any insurance for the alternative transportation I have authorized. I represent that my child is capable of safely participating in the activities I have permitted. I understand that the District, despite not supervising or controlling the alternative transportation, may unilaterally revoke the permission granted below if it believes that it is in the best interests of the student(s), driver, passenger, or public. I further understand that this waiver and acknowledgment applies to all co-curricular activities and extracurricular activities in which my child chooses to participate, including any circumstance in which my child chooses to participate in activities of the team/activity for which no District-arranged transportation is provided, including practices, meets, matches, games, or other organized activities at other locations, in consideration for being permitted to participate in said activities, or for which I provide or authorize another family member or participant's parent to provide my child with transportation for purposes of our convenience.

I recognize and understand that these activities have inherent risks including the potential loss of personal property and the risk of physical injury or death. Knowing these inherent risks, I am voluntarily assuming such risks and granting permission for my child to participate in the activities identified below.

I, on behalf of myself, the above-named student of the District, and any personal representatives, heirs, executors, administrators, agents, and assigns of myself or the above-named student, hereby voluntarily and forever release, waive, discharge, and covenant not to sue the District, its board members, administrators, employees, agents, representatives, and volunteers ("the Released Parties"), jointly and/or severally, from any kind of liability, including any and all claims, demands, injuries, damages, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage, or death that any undersigned may suffer as a result of participating in the activity identified below, regardless of whether the injury, damage, or death

is caused, in whole or in part, by the Released Parties or the Released Parties' negligence, unless the injury, damage, or death arises from the Released Parties' gross negligence, willful misconduct, or claims that cannot be waived under Minnesota law.

I further agree to indemnify, and save and hold harmless the Released Parties, jointly and severally, from any and all claims, causes of action, liabilities, damages, costs, and expenses, including attorney's fees, arising from the above-named student's participation in the activity identified.

**PERMISSION FOR ALTERNATIVE TRANSPORTATION:** Acknowledging the foregoing, I give the above-named student permission to use the following alternative transportation **when district transportation IS NOT provided:**

\_\_\_\_\_ Ride to or from practices, meets, matches, games, or other organized activities in a vehicle driven by their own parent/guardian or another authorized family member; another participant's parent/guardian; in a vehicle driven by the student themselves; and/or in a vehicle driven by another student-athlete.

**RIDE AUTHORIZATION PROCESS**

When District transportation **IS** provided, a student participating in an activity must travel to and from events via District transportation. Exceptions to this practice may be extended as noted below.

1. The parent/guardian must submit requests at least 24-hours in advance, via a written note or email sent directly to the coach. Requests must identify the full name of authorized adult driver. The coach must confirm receipt prior to the team departing for the event.
2. The student will be released to the authorized driver by the coach/advisor when:(a) the authorized driver makes face-to-face contact with the coach/advisor and student following the event (b) the authorized driver signs the check-out list provided by the coach.
3. Students will not be left unsupervised at the site if the driver is not present at the time of departure from the event. If the driver has not arrived by the time the team/group is ready to depart, the student will need to return from the event with the rest of the group on District transportation.

I have read, acknowledge and agree to the Acknowledgement and Waiver set forth in this form.

\_\_\_\_\_  
(Signature of Parent/Guardian)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name of Parent/Guardian)

March 2019 Enrollment	4255
March 2020 Enrollment	4224

18-19 Last Day Enrollment	4254
19-20 First day Enrollment	4322



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

## Policy Committee Mission

This ad-hoc board committee serves to review current policies and make recommendations for revision or adoption of new policies. The current goal of the committee is to add critical new policies, insure the mandatory annual review of specific policies per statute, and complete a cycle of policy review to insure that the district policy manual is complete and in a standardized format within a two-year period (January, 2022).

## Committee Report of March 10, 2020

Committee members Davis, Malm, and Waits were in attendance along with Interim Superintendent Pesta. The focus was on completing work on the 200 policy series. Revisions were made to update policy 213 with current standing, ad-hoc, and advisory committees. Policy 206 was edited to clearly blend the MSBA model policy with retained operational steps previously used in Hastings. Policy 203.5 was updated to reflect the order of agenda utilized since the transition to Board Book. These policies will be on their second reading on March 25 and are recommended for adoption or confirmation. Policy 210 was omitted in the original 200 series review and is introduced for a first reading derived from the MSBA model policy. An addendum for Policy 206 will also be introduced for a first reading.

Policy 534 has undergone significant revision to comply with current statutory requirements to eliminate “lunch shaming”. This draft is being recommended by the superintendent, business manager, and food service director as a best practice policy customized to match current Hastings food service data. This new policy will be submitted as part of a grant application to the Doffing Fund to forgive current unpaid lunch balances exceeding \$50 (\$18,000 total request).

Due to meeting constraints for elections, the committee chose to delay reviewing the full student transportation series and focused on 710A. This is a student transportation waiver that did not previously exist. It is now necessary to reduce liability based on the precedent of the Minnesota Supreme Court ruling in Fenrich v. The Blake School. This is particularly valuable in Hastings, which does not provide student transportation to many sites including Todd Field and the Civic Arena. Both Policy 534 and 710A are recommended for a first read on March 25.

The next meeting date is to be determined. The committee will identify the next group of policies to examine from the following priority list:

- 408 – Subpoena of a School District Employee
- 418 – Review Drug Free Workplace – Drug Free School
- 419 – Review Tobacco Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices.
- 428 – Employee Use of Social Media
- 506 – Review Student Discipline and Notice of Suspension Addendum
- 535 – Service Animals in Schools
- 535 – Review Disproportionate Enrollment
- 901 – Community Education
- 902 – Use of School District Facilities and Equipment
- 903 – Visitors to School District Buildings and Sites
- XX – Model Policy on Suicide Prevention



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

---

## Facilities Committee Mission

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

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

## Committee Report March 5, 2020

Committee Members Hedin, Pemble, and Waits were in attendance along with Interim Superintendent Pesta and Director Buildings and Maintenance Cameron Peterson. Also present was Kyle Edsten from Wold Architects and Engineers. The committee met to discuss the plan for an additional parking lot by the High School athletic fields. Discussion surrounded which walking paths were priorities and also how many parking spots would be desired in order to handle the appropriate volume of cars.

The purpose of the additional parking is accessibility and safety. Because of this, there were concerns with putting in a gravel parking lot including that gravel lots are wet and muddy after rain. This would also have the additional concern that we would have less control over where people park since there would not be any markings. This would decrease the number of parking spots that the lot realistically holds.

Looking at the quote for a 52-stall bituminous lot had the concern that 52 stalls was not enough to meet the need and we will still see the issue of cars parking on the street. This would not address our concerns of accessibility and safety. The recommendation from Trent Hanson is that we need at least 100 stalls.

The committee decided to ask Wold to develop an option that would give us as many parking spots with a bituminous lot as possible, which not going beyond a \$400,000 cost. Before the next meeting, Trent Hanson will be speaking with Mike Johnson to determine which paths are the highest priority.

## Committee Report March 13, 2020

Committee Members Hedin, Pemble, and Waits were in attendance along with Interim Superintendent Pesta and Director Buildings and Maintenance Cameron Peterson. Also present was Kyle Edsten from Wold Architects and Engineers. The committee met to discuss the plan for an additional parking lot by the High School athletic fields. Discussion surrounded which walking paths were priorities and also how many parking spots would be desired in order to handle the appropriate volume of cars.

Wold returned to this meeting with a new alternative. They would be able to increase the bituminous, curbed lot to 74 stalls and install two new walking paths while staying in our \$400,000 budget. One of the walking paths would originate at the new lot and run South between Field #6 and Field #7 and then turn East to terminate at Field 3. A second, partial path, will run South between Field #3 and the tennis courts.

For an additional \$24,000 we could expand the lot to include an additional 24 stalls. The lot could also be graded for a later expansion to 136 stalls, which drainage set up for the future.

---

---

Trent Hanson participated via telephone and indicated that additional parking spots are more important than a longer path from the new lot to Field 3. The committee recommends that we request bids for a 98 stall, bituminous surface parking lot with curb and gutter. In order to accommodate the additional 24 parking spots, and stick closer to our new \$400,000 budget, we shorten the path from the new parking lot to end at the existing storage structure.

---



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

## Joint Powers Agreement Committee Mission

This standing committee serves to jointly explore opportunities for collaboration in Joint Powers Programs to make maximum use of resources between the school district and the city. The committee will establish an annual operating budget and representatives will make recommendations to their respective bodies for necessary expenditures.

## Committee Report of March 17, 2020

Committee members representing the school board Davis, Malm, and Pemble were in attendance. Committee members representing city council Vaughan and Lund were in attendance. City Administrator Wietecha and Superintendent Pesta were also present. As a point of discovery, all existing documents related to the JPA were scanned into one digital file for a historical record. There was discussion about having the city attorney complete a search for any other existing legal documents. This may lead to a next step of updating the JPA. The committee intends to compile current goals and prioritize them. The goal is to complete these tasks prior to the expiration of the Joint Park Maintenance Facility on June 22, 2022.

Additional topics of initial discussion were a possible zoning change for Todd Field, the possible use of City Hall Council Chambers for School Board meetings, the preparation and maintenance of shared use athletic fields, and review of the Tilden and Alternative Learning Center leases. The next action steps are a city legal review, city director review, and preparation to edit the JPA. The next meeting is tentatively planned to occur in early May.

## Personnel Information for Approval

### Employee Resignations/Retirements/Terminations

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>	<u>Reason</u>
Michael Manning	Director of Food and Nutrition Services	3/25/2020	Resignation
Stephanie Flom	Speech Language Pathologist	6/6/2020	Resignation
Julie Malm	Title 1 Teacher	6/8/2020	Retirement
Susan Hernlem	SAC Coordinator	6/30/2020	Retirement
Leigh Ann Garner	Music Specialist, McAuliffe Elementary School	6/5/2020	Resignation
Sarah Kloeckl	Assistant Director of Special Services, DO	6/30/2020	Resignation

### Employee Leaves

<u>Name</u>	<u>Position</u>	<u>Leave Type</u>	<u>Dates</u>
Maria Sperl	Teacher, Pinecrest Elementary	FMLA	08/24/2020 - 11/20/2020
Sarah O'Donnell	School Psychologist Intern, McAuliffe & Pinecrest	FMLA	08/24/2020 - 10/30/2020

### Employee Change in Grade

<u>Name</u>	<u>Current Position/Grade</u>	<u>New Grade</u>	<u>Effective</u>	<u>Rate of Pay</u>
Jamie Clark	Custodian / Grade 6, Step 6	Grade 9, Step 1	3/26/2020	\$ 20.96
Jacob Bloomstrand	Custodian / Grade 4, Step 1	Grade 6, Step 1	3/24/2020	\$ 16.23
Dominique Lindekugel	Custodian / Grade 6, Step 1	Grade 5, Step 1	3/19/2020	14.91

### Employment of the following individuals

<u>Name</u>	<u>Position</u>	<u>Date of Employment</u>	<u>Salary/Rate of Pay</u>
Katie Herrman	ECP Asst. Sub	3/23/2020	\$ 16.23
Aaron Ruikka	Special Education Paraprofessional Sub	3/9/2020	\$ 16.23
Jennifer Ermilo	Recess Lunch Supervisor	3/12/2020	\$ 13.68
Karla Linna	Title 1 Assistant, Kennedy	3/30/2020	\$ 16.23
Brittney Hirschauer	Director of Food and Nutrition Services	3/30/2020	\$ 74,500.00
Breanna Gilbertson	Special Education Paraprofessional Sub	3/12/2020	\$ 16.23



# 2020-2021 CALENDAR

## Hastings Public Schools

- Aug. 20-21 ..... **No School** - New Teacher Workshop
- Aug. 24- 26 ..... **No School** - Teacher Workshop - *All Teachers*
- Aug. 27 ..... **No School** - *Teacher Workshop/Staff. Dev.*
- Aug. 31** ..... **First Day Grades 1 - 9**
- Sept. 1** ..... **First Day Grades 10 - 12 & Kindergarten**
- Sept. 4 ..... **No School**
- Sept. 7 ..... **No School** - Labor Day
- Sept. 25 ..... **No School** - Staff Development
- Oct. 12 ..... Elem. Evening Conferences
- Oct. 13 ..... Elem./MS/HS Evening Conferences
- Oct. 14 ..... **No School** - Elem./MS/HS Conferences
- Oct. 15 & 16 ..... **No School** - Teacher Assc. Days
- Nov. 3** ..... **Election Day - No Public Meeting before 8 PM**
- Nov. 25 ..... **No School** - Workshop/Staff Development
- Nov. 26 & 27 ..... **No School** - Thanksgiving Break
- Dec. 23 - Jan. 1 ..... **No School** - Holiday Break
- Jan. 15 ..... **No School** - District Workshop
- Jan. 18 ..... **No School** - Martin Luther King Day  
District Staff Development
- Feb. 12 ..... **No School** - District Staff Development
- Feb. 15 ..... **No School** - President's Day
- Mar. 2** ..... **Township Election - No Public Meeting before 8 PM**
- Mar. 3 ..... Elem. Evening Conference.
- Mar. 4 ..... Elem/MS/HS Evening Conference.
- Mar. 5 ..... **No School** - Elem/MS/HS Conferences
- Mar. 29 - April 5 ..... **No School** - Spring Break
- May 14 ..... **No School** - Staff Development
- May 31 ..... **No School** - Memorial Day
- June 4 ..... HS Graduation
- June 4 ..... **Early Release** - Last Day of School K-11

July 2020					Aug. 2020				
M	T	W	Th	F	M	T	W	Th	F
		1	2	3	3	4	5	6	7
6	7	8	9	10	10	11	12	13	14
13	14	15	16	17	17	18	19	20	21
20	21	22	23	24	24	25	26	27	28
27	28	29	30	31	31				
Sept. 2020					Oct. 2020				
M	T	W	Th	F	M	T	W	Th	F
	1	2	3	4				1	2
7	8	9	10	11	5	6	7	8	9
14	15	16	17	18	12	13	14	15	16
21	22	23	24	25	19	20	21	22	23
28	29	30			26	27	28	29	30
Nov. 2020					Dec. 2020				
M	T	W	Th	F	M	T	W	Th	F
2	3	4	5	6		1	2	3	4
9	10	11	12	13	7	8	9	10	11
16	17	18	19	20	14	15	16	17	18
23	24	25	26	27	21	22	23	24	25
30					28	29	30	31	
Jan. 2021					Feb. 2021				
M	T	W	Th	F	M	T	W	Th	F
				1	1	2	3	4	5
4	5	6	7	8	8	9	10	11	12
11	12	13	14	15	15	16	17	18	19
18	19	20	21	22	22	23	24	25	26
25	26	27	28	29					
Mar. 2021					April 2021				
M	T	W	Th	F	M	T	W	Th	F
1	2	3	4	5				1	2
8	9	10	11	12	5	6	7	8	9
15	16	17	18	19	12	13	14	15	16
22	23	24	25	26	19	20	21	22	23
29	30	31			26	27	28	29	30
May 2021					June 2021				
M	T	W	Th	F	M	T	W	Th	F
3	4	5	6	7		1	2	3	4
10	11	12	13	14	7	8	9	10	11
17	18	19	20	21	14	15	16	17	18
24	25	26	27	28	21	22	23	24	25
31					28	29	30		

### KEY

**Non-School / Teacher Contract Day**

**Early Release Day**

Evening Conferences

**Non School/Non Teacher Contract Day**

*The days off for students will be used for teachers to engage in curriculum work, instructional delivery, assessment reporting and communication with parents.*



# 2021-2022 CALENDAR

## Hastings Public Schools

July 2021 (0/184 - 0) 0					Aug. 2021 (2/184 - 2) 0				
M	T	W	Th	F	M	T	W	Th	F
			1	2	2	3	4	5	6
5	6	7	8	9	9	10	11	12	13
12	13	14	15	16	16	17	18	19	20
19	20	21	22	23	23	24	25	26	27
26	27	28	29	30	30	31			
Sept. 2021 (22/184 - 20) 18					Oct. 2021 (41/184 - 19) 18				
M	T	W	Th	F	M	T	W	Th	F
		1	2	3					1
6	7	8	9	10	4	5	6	7	8
13	14	15	16	17	11	12	13	14	15
20	21	22	23	24	18	19	20	21	22
27	28	29	30		25	26	27	28	29
Nov. 2021 (61/184 - 20) 19					Dec. 2021 (78/184 - 17) 16				
M	T	W	Th	F	M	T	W	Th	F
1	2	3	4	5			1	2	3
8	9	10	11	12	6	7	8	9	10
15	16	17	18	19	13	14	15	16	17
22	23	24	25	26	20	21	22	23	24
29	30				27	28	29	30	31
Jan. 2022 (99/184 - 21) 19					Feb. 2022 (118/184 - 19) 18				
M	T	W	Th	F	M	T	W	Th	F
3	4	5	6	7		1	2	3	4
10	11	12	13	14	7	8	9	10	11
17	18	19	20	21	14	15	16	17	18
24	25	26	27	28	21	22	23	24	25
31					28				
Mar. 2022 (136/184 - 18) 17					April 2022 (155/184 - 20) 19				
M	T	W	Th	F	M	T	W	Th	F
	1	2	3	4					1
7	8	9	10	11	4	5	6	7	8
14	15	16	17	18	11	12	13	14	15
21	22	23	24	25	18	19	20	21	22
28	29	30	31		25	26	27	28	29
May 2022 (176/184 - 21) 21					June 2022 (184/184 - 7) 7				
M	T	W	Th	F	M	T	W	Th	F
2	3	4	5	6			1	2	3
9	10	11	12	13	6	7	8	9	10
16	17	18	19	20	13	14	15	16	17
23	24	25	26	27	20	21	22	23	24
30	31				27	28	29	30	

- Aug. 26 & 27 ..... **No School** - New Teacher Workshop
- Aug. 30 - Sept. 1 ..... **No School** - Teacher Workshop - All Teachers
- Sept. 2 ..... **No School** - Teacher Workshop/Staff. Dev.
- Sept. 3 ..... **No School**
- Sept. 6 ..... **No School** - Labor Day
- Sept. 7 ..... **First Day Grades 1 - 9**
- Sept. 8 ..... **First Day Grades 10 - 12 & Kindergarten**
- Sept. 24 ..... **Early Release** - Staff Development
- Oct. 18 ..... Elem. Evening Conferences
- Oct. 19 ..... Elem./MS/HS Evening Conferences
- Oct. 20 ..... **No School** - Elem./MS/HS Conferences
- Oct. 21 & 22 ..... **No School** - Teacher Assc. Days
- Nov. 2 ..... Election Day - No Public Meeting before 8 PM
- Nov. 24 ..... **No School** - Workshop/Staff Development
- Nov. 25 & 26 ..... **No School** - Thanksgiving Break
- Dec. 23 ..... **Comp Day for Conferences**
- Dec. 24 - Jan 2 ..... **No School** - Holiday Break
- Jan. 17 ..... **No School** - Martin Luther King Day District Staff Development
- Jan. 24 ..... **No School** - District Workshop
- Feb. 18 ..... **No School** - District Staff Development
- Feb. 21 ..... **No School** - President's Day
- Mar. 1 ..... Township Election - No Public Meeting before 8 PM
- Mar. 2 ..... Elem. Evening Conference.
- Mar. 3 ..... Elem/MS/HS Evening Conference.
- Mar. 4 ..... **No School** - Elem/MS/HS Conferences
- Mar. 14 - Mar. 18 ..... **No School** - Spring Break
- Apr. 1 & 4 ..... **No School** - Easter break
- May 13 ..... **Early Release** - Workshop/Staff Development
- May 30 ..... **No School** - Memorial Day
- June 9 ..... **Early Release** - Last Day of School K-11
- June 10 ..... **HS Graduation**

### KEY

**Non-School / Teacher Contract Day**

**Early Release Day**

Evening Conferences

**Comp Day for Conferences**

**Non School/Non Teacher Contract Day**

*The days off for students will be used for teachers to engage in curriculum work, instructional delivery, assessment reporting and communication with parents.*

Red Numbers = 184 Teacher Contract Days

Black Numbers = 170 Student Days

Revised 1/7/2020



*Hastings Public School District  
ISD #200*

*MSBA/MASA Model Policy 213  
Orig. 1996  
Rev. 2007*

## **213 SCHOOL BOARD COMMITTEES**

### **I. PURPOSE**

The purpose of this policy is to provide for the structure and the operation of committees or subcommittees of the school board.

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

- A. It is the policy of the school board to designate school board committees or subcommittees when it is determined that a committee process facilitates the mission of the school board.
- B. The school board has determined that certain permanent standing committees, as described in this policy, do facilitate the operation of the school board and the school district.
- C. A school board committee or subcommittee will be formed by school board resolution which shall outline the duties and purpose of the committee or subcommittee.
- D. A committee or subcommittee is advisory in nature and has only such authority as specified by the school board.
- E. The school board will receive reports or recommendations from a committee or subcommittee for consideration. The school board, however, retains the right and has the duty to make all final decisions related to such reports or recommendations.
- F. The school board also may establish such ad hoc committees for specific purposes as it deems appropriate.
- G. The school board reserves the right to limit, create or abolish any standing or ad hoc committee as it deems appropriate.
- H. A committee of the school board shall not appoint a subcommittee of that committee without approval of the school board.

### **III. APPOINTMENT OF COMMITTEES**

A. The school board hereby appoints the following standing committees:

1. Licensed Staff Negotiations
2. Admin Negotiations
3. Classified Negotiations
4. Facility Committee
5. Joint Powers Committee
6. Meet & Confer
7. Self-Funded Insurance
8. Finance Committee
9. 917 Board Member

*[Note: Each school district should determine which, if any, standing committees the school board wishes to establish.]*

B. The school board will establish, by resolution, for each standing or ad hoc committee the number of members, the term and the charge or mission of each such committee.

C. The school board chair shall appoint the members of each standing or ad hoc committee and designate the chair thereof.

### **IV. PROCEDURES FOR SCHOOL BOARD COMMITTEES**

A. All meetings of committees or subcommittees shall be open to the public in compliance with the Open Meeting Law, and notice shall be given as prescribed by law.

B. A committee or subcommittee shall act only within the guidelines and mission established for that committee or subcommittee by the school board.

C. Actions of a committee or subcommittee shall be by majority vote and be consistent with the governing rules of the school board.

D. The committee or subcommittee shall designate a secretary who will record the minutes of actions of the school board committee.

E. The power of a committee or subcommittee of the school board is advisory only and is limited to making recommendations to the school board.

F. A committee or subcommittee of the school board shall, when appropriate, clarify in any dealings with the public that its powers are only advisory to the school board.

**Legal References:** Minn. Stat. Ch. 13D (Open Meeting Law)

***Cross References:*** MSBA/MASA Model Policy 201 (Legal Status of the School Board)  
MSBA/MASA Model Policy 203 (Operation of the School Board –  
Governing Rules)  
MSBA Service Manual, Chapter 13, School Law Bulletin “C”  
(Minnesota’s Open Meeting Law)

*Policy Reviewed: 02.19.2020*

*Policy Adopted: 02.26.2020*

*Policy Revised: 03.12.2020*



Hastings Public School District  
ISD #200

*MSBA/MASA Model Policy 206*  
*Orig. 1995*  
*Rev. 2017*

## **206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS**

### **I. PURPOSE**

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.

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

- A. The policy of the school board is to encourage discussion by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free discussion by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

### **III. DEFINITIONS**

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added

remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.
- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.
- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service

on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

#### **IV. RIGHTS TO PRIVACY**

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. Right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
  2. Right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
  3. Right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
  4. Right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. Right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
  2. Right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
  3. Right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

#### **V. THE PUBLIC'S OPPORTUNITY TO BE HEARD**

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

## VI. PROCEDURES FOR REQUESTING TO ADDRESS BOARD

### A. Agenda Items

1. Citizens who wish to address the school board on an agenda item may speak during the public comment period in accordance with the Policy 206 addendum.
2. The school board chair will recognize one speaker at a time, and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, school board, or the proceedings may be directed to leave.
3. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
4. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
5. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
6. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
7. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.

### B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse,

discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.

3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

C. School Board Listening Sessions

There will be at least two school board members available fifteen minutes prior to the start of each Regular Board Meeting or Work Session. This time is for citizens who wish to have a subject discussed that is or is not on the Regular Board Agenda.

D. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

## VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 13.43 (Personnel Data)  
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)  
Minn. Stat. § 13D.05 (Open Meeting Law)  
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)  
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)

Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)  
Minn. Stat. § 122A.44 (Contracting with Teachers)  
Minn. Stat. § 123B.02, Subd. 14 (Employees; Contracts for Services)  
Minn. Stat. § 123B.143, Subd. 2 (Disclose Past Buyouts or Contract is Void)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
Minn. Op. Atty. Gen. 852 (July 14, 2006)

***Cross References:*** MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)  
MSBA/MASA Model Policy 207 (Public Hearings)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA Service Manual, Chapter 13, School Law Bulletin “C” (Minnesota’s Open Meeting Law)  
MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records – Privacy – Access to Data)

*Policy Reviewed: 02.19.2020*

*Policy Adopted:*

*Policy Revised: 02.21.2020*



Hastings Public School District  
ISD #200

*MSBA/MASA Model Policy 203.5*  
*Orig. 1997*  
*Rev. 2012*

## **203.5 SCHOOL BOARD MEETING AGENDA**

### **I. PURPOSE**

The purpose of this policy is to provide procedures for the preparation of the school board meeting agenda to ensure that the school board can accomplish its business as efficiently and expeditiously as possible.

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

The policy of the school board is that school board meetings shall be conducted in a manner to allow the school board to accomplish its business while allowing reasoned debate and discussion of each matter to be acted upon.

### **III. PROCEDURES**

- A. While all school board members may provide input, it shall be the responsibility of the school board chair and superintendent to develop, prepare, and arrange the order of items for the tentative school board meeting agenda for each school board meeting.
- B. Persons wishing to place an item on the agenda must make a request to the school board chair or superintendent in a timely manner. The person making the request is encouraged to state the person's name, address, purpose of the item, action desired, and pertinent background information. The chair and superintendent shall determine whether to place the matter on the tentative agenda.
- C. The agenda and supporting documents will routinely be provided to board directors five days in advance of the meeting.
- D. Items may only be added to the agenda by a motion adopted at the meeting. If an added item is acted upon, the minutes of the school board meeting shall include a description of the matter.
- E. At least one copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and: (i) distributed at the meeting

to all members of the governing body; (ii) distributed before the meeting to all members; or (iii) available in the meeting room to all members shall be available in the meeting room for inspection by the public while the school board considers their subject matter. This does not apply to materials classified by law as other than public or to materials relating to the agenda items of a closed meeting.

***Legal References:*** Minn. Stat. § 13D.01, Subd. 6 (Open Meeting Law)  
Minn. Stat. § 123B.09, Subd. 7 (School Board Powers)  
Dept. of Admin. Advisory Op. No. 10-013 (April 29, 2010)  
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)

***Cross References:*** MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)  
MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)  
MSBA/MASA Model Policy 203.6 (Consent Agendas)  
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)  
MSBA/MASA Model Policy 207 (Public Hearings)

*Policy Reviewed: 02.19.2020*

*Policy Adopted: 02.26.2020*

*Policy Revised: 03.12.2020*