Jordan School District #717
Regular Meeting Agenda

Monday, August 8, 2022 at 6:30 PM
Regular Meeting
CERC Multi-purpose Room
500 Sunset Drive; Suite 3
Jordan, MN 55352

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12. Resignation - Dance Club Coach - Jill Bartels
13. Contract Renewal - Baseball Head Coach - Brent Goracke
14. Contract Renewal - Baseball JV Coach - Alex Beckman
15. Contract Renewal - Baseball C Squad Coach - Zach Bares
16. Contract Renewal - Baseball MS Coach - Robert Gulden
17. Contract Renewal - Baseball MS Coach - Jeffrey Henning
18. Contract Renewal - Softball Head Coach - Bryan Martin
19. Contract Renewal - Softball JV Coach - Kelsey Pekarna-Dabu
20. Contract Renewal - Softball MS Coach - Molly Huss
21. Contract Renewal - Softball MS Coach - Alexandrea Hillman
22. Contract Renewal - Track Varsity Boys Head Coach - Ben Nylander
23. Contract Renewal - Track Varsity Girls Head Coach - Kelley Walerius
24. Contract Renewal - Track JV Coach - Shane Peters
25. Contract Renewal - Track JV Coach - Mike Coddington
26. Contract Renewal - Track JV Coach - Kelly Hyer
27. Contract Renewal - Track JV Coach - Hollie Penney
28. Contract Renewal - Track MS Coach - Nate Kucera
29. Contract Renewal - Track MS Coach - Heather Davis
30. Contract Renewal - Track MS Coach - Makena Wiescamp
31. Contract Renewal - Track MS Coach - Katie Fisher

32. Contract Renewal - Girls Golf Head Coach - Ozzie Sand
33. Contract Renewal - Boys Golf Head Coach - Scott Hennen
34. Contract Renewal - Golf JV Coach - Nathan Steele
35. Contract Renewal - Golf MS Coach - Jeffrey Schipull
36. Contract Renewal - Spring Play MS Director - Marie Wignall
37. Contract Renewal - Spring Play MS Assistant Director - Janice Lennox
38. Contract Renewal - Spring Weight Room Supervisor - Chris Olson

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    11. Facilities Director's Report
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10. Adjourn Regular Meeting

Request to Address the School Board

According to School Board Policies 206 & 207, if a citizen wishes to speak to the School Board about an agenda item, the Superintendent's office must be notified. For all other purposes, citizens must complete the 'Request to Address the School Board' form, which must be submitted in person or email to the School District Clerk, or other designee, any time up to ten (10) minutes prior to the start of the School Board meeting. The form may be dropped off at the District Office at 500 Sunset Drive, Jordan, MN 55352 or emailed to jfremming@isd717.org.

'During the public comment part of each regular board meeting, up to 30 minutes of time will be allowed for district constituents to address the board. Each person may have up to 3 minutes of time to speak. This is a time of "listening" by the school board. The board is here to listen only and will not take action or discuss topics brought forward during the open forum. It may, at its discretion, ask questions for clarification of issues. The board may, if it deems appropriate, bring said issues forward at a subsequent meeting. NO PERSONAL ATTACKS WILL BE ALLOWED. The open forum is the only opportunity for members of the audience to speak out during the meeting. Please attach the form and follow the guidelines for presenting your topic.'

Name: _____

Residence (city only): _____

Date: _____

Phone Number: _____

**This will only be used for follow-up to your shared issue/concern.*

Please specifically state your purpose for addressing the School Board.

_____

_____

_____

_____

It is highly recommended to first speak to a district employee. Have you previously contacted a School Board member and/or school employee about this issue/concern? YES NO

If so, please state name of board member/school employee:_____

If proper procedures have been followed and the School District Clerk, or other designee, has determined that proper communication channels have been followed, your request will be submitted to the Board Chair. The Board Chair will then call you by name, state the purpose of your address, and invite you to the podium during the scheduled time for open forum/public comments.

_____ _____

School District Clerk *Date*

Regular Meeting

Monday, July 11, 2022 at 6:30 PM
Regular Meeting
CERC Multi-purpose Room
500 Sunset Drive; Suite 3
Jordan, MN 55352

1. Call to Order
- R. Dahnert called the meeting to order at 6:36pm

2. Pledge of Allegiance

3. Seating of New Board Member - Ceremonial Oath of Office - Rob Langheim

4. Roll Call
- Present: Deb Pauly (6:36pm), Ryan Dahnert, Lauren Pedersen, Connie Hennen, Molly Monyok, Sara Lehnen, Rob Langheim
  Absent: Cailin Friary (Student Rep.)

5. Consideration of Agenda
- Motion to approve the agenda made by L. Pedersen, Seconded by C. Hennen
  Passed 6-0

6. Jordan Pride Awards
- Coach Ben Nylander honored the success of each of the Track & Field State participants and introduced each student. The board awarded each student a Jordan Pride Award.
- Coach Ozzie Sand honored the Girl's Golf Team for going to State. The board awarded each student a Jordan Pride Award.

7. Consent Agenda
- 7.1. Minutes
  - 6/6/22 Strategic Planning Minutes
  - 6/20/22 Strategic Planning Minutes
  - 6/20/22 Regular Board Minutes
  - 6/27/22 Strategic Planning Minutes
  - 6/27/22 Workshop Minutes
- 7.2. Monthly Finance Reports
  - Amy Hafemann prepared reports for the board to review.
- 7.3. Donations

Dave Holzer	Harmonix	$100
Rahr Malting	Clay Trap Team	$1,000
Mr. & Mrs. J.O. Stay	Clay Trap Team	$200
Fish Lake Sportsmen's Club	Clay Trap Team	$2,100

○ AT&T Towers	Jordan Schools	1 Conference Room Table, 1 Large Desk, 16 Conference Room Chairs

- 7.4. 2022-23 Metro ECSU Membership
- 7.5. 2022-23 MSBA Membership
- 7.6. New Hire - MS Math Teacher - Joshua Altermatt
- 7.7. New Hire - HS Building Engineer - Keith Reitmeier

8. Action / Discussion Items

- 8.1. Board Resolution and Presentation from PMA for Abatement Bond Projects
  - Michael Hart from PMA Securities presented the abatement bond process for proposed parking lot and sidewalk improvement projects to the board. These projects are tax neutral and will not result in tax increases for the community.
  - Motion to approve the Board Resolution and presentation from PMA for Abatement Bond Projects made by R. Dahnert, Seconded by R. Langheim
  - Roll call: D. Pauly - Aye, R. Dahnert - Aye, L. Pedersen - Aye, C. Hennen - Aye, S. Lehnen - Aye, M. Monyok - Aye, R. Langheim - Aye Passed 7-0
- 8.2. Review and Act on Long-Term Facility Maintenance (LTFM) 10 Year Revenue and Expenditure Plan
  - Amy Hafemann reported on the LTFM plan which showed the district's projected LTFM revenue and a listing of the estimated expenditures by finance code. It is an annual requirement that the board approves the plan.
  - Motion to approve the Review and Act on Long-Term Facility Maintenance (LTFM) 10 Year Revenue and Expenditure Plan made by R. Dahnert, Seconded by S. Lehnen
  - Roll call: D. Pauly - Aye, R. Dahnert - Aye, L. Pedersen - Aye, C. Hennen - Aye, S. Lehnen - Aye, M. Monyok - Aye, R. Langheim - Aye Passed 7-0
- 8.3. Review and Act on 2022-2027 Jordan Public School District Strategic Planning
  - Superintendent Ranae Case Evenson reviewed the Strategic Planning process and thanked the board, students, staff and community for their engagement in the process. The plan is finalized and will be communicated to the public this summer.
  - Motion to approve the Review and Act on 2022-2027 Jordan Public School District Strategic Planning made by M. Monyok, Seconded by C. Hennen
  - Roll call: D. Pauly - Aye, R. Dahnert - Aye, L. Pedersen - Aye, C. Hennen - Aye, S. Lehnen - Aye, M. Monyok - Aye, R. Langheim - Aye Passed 7-0
- 8.4. Review and Act on 22-23 JES Parent/Student Handbook
  - Principal Melissa Barnett reviewed the annual updates to the Parent/Student Handbook.
  - Motion to approve the Review and Act on 22-23 JES Parent/Student Handbook made by L. Pedersen, Seconded by R. Dahnert
- 8.5. Review and Act on 22-23 JMS Parent/Student Handbook
  - Principal Ben Bakeberg reviewed the annual updates to the Parent/Student Handbook.
  - Motion to approve the Review and Act on 22-23 JMS Parent/Student Handbook made by R. Langheim, Seconded by M. Monyok Passed 7-0
- 8.6. Review and Act on 22-23 JHS Parent/Student Handbook
  - Principal Ben Bakeberg reviewed the u[dates to the Parent/Student Handbook. Principal Jeff Vizenor was not able to attend the meeting.

- Motion to approve the Review and Act on 22-23 JHS Parent/Student Handbook made by R. Dahnert, Seconded by S. Lehnen Passed 7-0

- 8.7. Review and Act on Resolution Calling for a General Election
  - Chair Deb Pauly reviewed the Resolution for the General Election. Superintendent Evenson shared that the school website contains general information on what it means to be a board member and how to file if interested.
  - Motion to approve the Review and Act on 21-22 Revised Budget made by S. Lehnen, Seconded by C. Hennen
  - Roll call: D. Pauly - Aye, R. Dahnert - Aye, L. Pedersen - Aye, C. Hennen - Aye, S. Lehnen - Aye, M. Monyok - Aye, R. Langheim - Aye Passed 7-0
- 8.8. Executive Summary Milk and Bread Bids
  - Kelly Raser updated the board with the Milk and Bread bids. The district solicited Milk and Bread Bids for the upcoming school year - 2022-2023. The district followed the required guidelines by reaching out to prospective vendors. For the Milk bids we only received one bid and that was from our current vendor, Hastings Creamery. For the Bread bids, we did not receive any bids, so we will continue to use our current vendor; which is Pan O Gold.
  - Motion to approve the Executive Summary Milk and Bread Bids made by M. Monyok, Seconded by R. Dahnert Passed 7-0

9. Board and Administrative Reports

- 9.1. Superintendent's Report
- 9.2. HS Principal's Report
- 9.3. MS Principal's Report
- 9.4. ES Principal's Report
- 9.5. Teaching and Learning Director's Report
- 9.6. Activities Director's Report
- 9.7. Community Education & Recreation Director's Report
- 9.8. Communications and Marketing Specialist Report
- 9.9. Nutritional Services Director's Report
- 9.10. Special Services Director's Report
- 9.11. Facilities Director's Report
- 9.13. School Board Member Reports / Committee Reports
  - SCALE
  - Education Foundation
  - SW Metro
  - Booster Club
  - Joint Powers
  - AIPAC
  - Community Education Advisory Council

10. Adjourn Regular Meeting

- Motion to adjourn the meeting at 7:41pm made by R. Dahnert

_____ _____

School Board Clerk Date

717 JORDAN PUBLIC SCHOOLS
District Office
500 Sunset Drive, Suite #1
Jordan, Minnesota 55352
952-492-6200 main | 952-492-4445 fax

AMY HAFEMANN
Director of Finance
ahafemann@isd717.org

August 3, 2022

Board of Education Meeting

Finance Report

August, 2022 financial reports show activity that has been completed for FY2022-2023 thru July, 2022. There will be more invoices that will be paid out in the next couple of months.

The Vendor Payment Register gives the detailed activity of all vendors that have been paid in the month of July.

The Payroll Report shows the payroll liabilities that were paid during July, 2022.

The pie chart shows the expenses by object codes in the General Fund that were paid thru July, 2022. This chart is as current as can be at this time and is for the current year – FY2022-2023.

Now that June 30th is past, the year end work will officially begin. I will keep you updated on the district's financial status for fiscal year ending 2021-2022 as the audit draws near.

As always, if there any questions, please feel free to contact me.

Jordan Public Schools

Detail Payment Register By Vendor

Fund Summary

Fund	Description	Total
01	General Fund	$235,596.27
02	Food Service Fund	$5,072.20
04	Community Education	$15,922.54
27	Student Activity Accounts	$1,000.00
Report Total		**$257,591.01**

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
5844		A TOUCH OF MAGIC, INC					
			0717	001	107492		Check
			E 04 005 570 321 369 000			Kids Co FT 8/4/22 Final Payment	$213.50
	PO#:	Voucher #:	120677	Invoice	Invoice No: 8/4/22 Final	7/26/2022	Paid Amt: $213.50
							Check Amount: $213.50
							Vendor Total: $213.50
5670		A+ DRIVING SCHOOL					
			0717	001	107427		Check
			E 04 005 505 321 305 507			May Students Who Transfered to A+	$510.00
	PO#: 54276	Voucher #:	120446	Invoice	Invoice No: May 2022	7/8/2022	Paid Amt: $510.00
							Check Amount: $510.00
							Vendor Total: $510.00
4071		AFFINETY SOLUTIONS, INC					
			0717	001	107410		Check
			E 01 300 292 000 405 000			Activities Annual Software Fee FY23	$1,950.00
	PO#: 54208	Voucher #:	120414	Invoice	Invoice No: 12595	7/6/2022	Paid Amt: $1,950.00
							Check Amount: $1,950.00
							Vendor Total: $1,950.00
3153		AIM ELECTRONICS INC.					
			0717	001	107480		Check
			E 01 300 292 302 530 000			Daktronics shot clock	$2,294.00
			E 01 300 292 302 530 000			Wireless radio receivers	$800.00
			E 01 300 292 302 530 000			Installation and training	$525.00
			E 01 300 292 302 530 000			Shipping and handling	$200.00
			E 01 300 292 302 530 000			Daktronics LED backboard light strips	$1,938.00
	PO#: 54394	Voucher #:	120662	Invoice	Invoice No: 43738	7/22/2022	Paid Amt: $5,757.00
							Check Amount: $5,757.00
							Vendor Total: $5,757.00
3529		AJMJMC, LLC					
			0717	001	107428		Check
			E 04 005 505 321 305 515			Mini	$990.00
			E 04 005 505 321 305 515			Classic	$1,800.00
			E 04 005 505 321 305 515			Premier	$810.00
	PO#: 54225	Voucher #:	120447	Invoice	Invoice No: J2022.16.06	7/8/2022	Paid Amt: $3,600.00
							Check Amount: $3,600.00
							Vendor Total: $3,600.00
26895		AMAZON CAPITAL SERVICES					
			0717	001	107411		Check
			E 01 100 203 000 430 232			B00008XPDB PACON Tru-Ray Construction Pa	$4.58

Code	Rcd	Vendor	Co	Bank	Check No								Pmt/Void Date		Pmt Type	
26895		AMAZON CAPITAL SERVICES														
			0717	001	107411										Check	
				E	01	100	203	000	430	232	B00008XPFR Tru-Ray® Heavyweight Construct			$3.49		
				E	01	100	203	000	430	232	B004DJ51JE Learning Resources Double-sided			$33.32		
				E	01	100	203	000	430	232	B01AXCFZ40 edxeducation Student Place Value			$12.60		
				E	01	100	203	000	430	232	B07WF6N9SY EAONE 36 Pack Magnetic White			$12.99		
				E	01	100	203	000	430	232	B08NDL32MH 16Pack Fridge Magnets Refriger			$10.98		
				E	01	100	203	000	430	232	B09239HD8R Construction Paper, Hot Pink, 9 ir			$13.20		
				E	01	100	203	000	430	232	B0B1HWWZNZ 2022-2023 Teacher Planner - A			$6.99		
				E	01	100	203	000	430	232	Amazon Shipping Charge			$6.95		
PO#:	54002	Voucher #:		120421	Invoice			Invoice No:			1CY4-9GYC-NFTJ		7/6/2022		Paid Amt:	$105.10
				E	01	100	203	000	430	234	B00004Z5SM Avery Easy Peel Printable Address			$7.51		
				E	01	100	203	000	430	234	B01AJ4EHFU Simple Deluxe Heavy Duty 3-She			$30.90		
				E	01	100	203	000	430	234	B079ZV4V3C Amazon Basics Stapler with 1000			$6.18		
				E	01	100	203	000	430	234	B07D4YF3K4 Neenah Cardstock, 8.5" x 11", 90			$24.98		
				E	01	100	203	000	430	234	B07MKJ4PCT LEOBRO 18 Pack Glitter for Slim			$9.99		
				E	01	100	203	000	430	234	B08RYRQPPV 50 of Pack 14MM 6 Sided Dice S			$6.99		
				E	01	100	203	000	430	234	Amazon Shipping Charge			$0.00		
PO#:	53986	Voucher #:		120422	Invoice			Invoice No:			163G-NJL7-D9R3		7/6/2022		Paid Amt:	$86.55
				E	01	100	640	316	401	000	1625315104 Shifting the Balance: 6 Ways to Bri			$174.95		
				E	01	100	640	316	401	000	Amazon Shipping Charge			$0.00		
PO#:	53941	Voucher #:		120423	Invoice			Invoice No:			1VKD-3G1L-9HJ4		7/6/2022		Paid Amt:	$174.95
				E	01	100	203	000	430	233	B07L39C273 Really Good Stuff Growth Mindset			$42.48		
				E	01	100	203	000	430	233	B07QS5ZX4D Favourde 48 Pack Magnetic Whi			$13.97		
				E	01	100	203	000	430	233	B09SK26YRR Really Good Stuff Monthly Calen			$21.99		
				E	01	100	203	000	430	233	Amazon Shipping Charge			$0.00		
PO#:	53984	Voucher #:		120424	Invoice			Invoice No:			1DGC-6NPY-D9PF		7/6/2022		Paid Amt:	$78.44
				E	01	100	203	000	430	234	B07D4YF3K4 Neenah Cardstock, 8.5" x 11", 90			$12.49		
				E	01	100	203	000	430	234	B0852ZKNPK 50 Pieces 6 Colors Stacking Cray			$14.99		
				E	01	100	203	000	430	234	B08M5G3K3F Oh Happy Day Flat Name Plates			$5.99		
				E	01	100	203	000	430	234	B08M5GVK7S Teacher Created Resources Oh			$9.99		
				E	01	100	203	000	430	234	B08M5M5DL6 Oh Happy Day 7" Fun Font Lette			$12.99		
				E	01	100	203	000	430	234	B08M5PV2TW Teacher Created Resources Oh			$9.02		
				E	01	100	203	000	430	234	B094R88FMS 100 Pieces Happy Birthday Book			$11.59		
				E	01	100	203	000	430	234	B09QNNP3BR Teacher Created Resources Oh			$3.99		
				E	01	100	203	000	430	234	Amazon Shipping Charge			$5.98		
PO#:	53983	Voucher #:		120425	Invoice			Invoice No:			16V4-YNP4-Q4TW		7/6/2022		Paid Amt:	$87.03
				E	01	100	203	000	430	231	B00006IDOL Tru-Ray® Heavyweight Constructi			$6.29		
				E	01	100	203	000	430	231	B00006IDOM Tru-Ray® Heavyweight Construct			$7.29		
				E	01	100	203	000	430	231	B00006IDOR Tru-Ray® Construction Paper, 50			$6.49		

Code	Rcd	Vendor	Co	Bank	Check No							Pmt/Void Date		Pmt Type	
26895		**AMAZON CAPITAL SERVICES**													
			0717	**001**	**107411**									**Check**	
				E	01	100	203	000	430	231		B00009ZKRO Melissa & Doug Solar System Flc	$7.19		
				E	01	100	203	000	430	231		B00563PXHQ Tru-Ray Construction Paper, 50%	$6.10		
				E	01	100	203	000	430	231		B0075XNGGK Spot It! Junior Animals Card Gar	$7.99		
				E	01	100	203	000	430	231		B0085MIONU Melissa & Doug Search and Find	$7.99		
				E	01	100	203	000	430	231		B008RU8GC4 ThinkFun Zingo Sight Words Aw	$21.92		
				E	01	100	203	000	430	231		B071G7Y3XL LotFancy Playing Cards, Poker Si	$13.59		
				E	01	100	203	000	430	231		B07PPKQZ7B 10Pcs Paint Brushes for Kids, Ar	$6.99		
				E	01	100	203	000	430	231		B07Q8KTHW7 ropoda Shut The Box Dice Gam	$24.99		
				E	01	100	203	000	430	231		B088YW62BN Chalkboard Welcome Postcards	$9.99		
				E	01	100	203	000	430	231		B08G66ZCM1 Mr. Pen- Felt Tip Pens, 16 Pack,	$7.98		
				E	01	100	203	000	430	231		B09RHRR1ZF 40 Packs All About Me Student F	$12.99		
				E	01	100	203	000	430	231		Amazon Shipping Charge	$0.00		
PO#: 54006		**Voucher #:**		**120426**	Invoice			**Invoice No:**			1VFF-X6K4-3Y11	**7/6/2022**		**Paid Amt:**	**$147.79**
				E	01	100	203	000	430	231		043949950X Scholastic Alphabet-Number Line (	$6.99		
				E	01	100	203	000	430	231		B00006IDOL Tru-Ray® Heavyweight Constructi	$6.29		
				E	01	100	203	000	430	231		B00006IDOM Tru-Ray® Heavyweight Construct	$7.29		
				E	01	100	203	000	430	231		B00008XPEO Tru-Ray® Construction Paper, 50	$8.59		
				E	01	100	203	000	430	231		B000QE358O SunWorks Construction Paper, H	$5.49		
				E	01	100	203	000	430	231		B00B4542YA Creative Teaching Press Black/Wh	$5.54		
				E	01	100	203	000	430	231		B00W0J2RBE Junior Learning JL178 CVC Buil	$14.81		
				E	01	100	203	000	430	231		B014CD2B70 Tru-Ray® Heavyweight Construct	$7.97		
				E	01	100	203	000	430	231		B07GSZM4YM Mr. Sketch Chiseled Tip Marker,	$14.19		
				E	01	100	203	000	430	231		B07QHSKGMH Amazon Basics Masking Tape -	$13.34		
				E	01	100	203	000	430	231		B0833XW5T2 Happy Birthday Badge Stickers It	$10.99		
				E	01	100	203	000	430	231		B09VZD96FD 40 PCS All About Me Student Pos	$10.99		
				E	01	100	203	000	430	231		Amazon Shipping Charge	$0.00		
PO#: 54005		**Voucher #:**		**120427**	Invoice			**Invoice No:**			1VKM-WVJX-76VX	**7/6/2022**		**Paid Amt:**	**$112.48**
				E	01	100	203	000	430	232		B00008XPCS Tru-Ray Construction Paper, Sho	$5.29		
				E	01	100	203	000	430	232		B00008XPD0 PACON Tru-Ray Construction Pa	$6.99		
				E	01	100	203	000	430	232		B000F7ASAU SunWorks Construction Paper, B	$5.34		
				E	01	100	203	000	430	232		B000GP0VIU Bostitch Metal Manual Pencil Sha	$11.98		
				E	01	100	203	000	430	232		B000HHKAE2 Crayola Washable Watercolors, I	$4.78		
				E	01	100	203	000	430	232		B001T4OXK4 Hampton Art Purple Washable Inl	$5.60		
				E	01	100	203	000	430	232		B0087B3RVS Happy Birthday (Owl-Stars!™) Re	$6.89		
				E	01	100	203	000	430	232		B008KHIAXO DesignWay Happy Birthday Penc	$6.46		
				E	01	100	203	000	430	232		B009QYH89W PILOT FriXion Clicker Erasable,	$7.99		
				E	01	100	203	000	430	232		B0134C6HKW 3M Bulk Buy 6061 Scotch Doubl	$9.90		

Code	Rcd	Vendor	Co	Bank	Check No							Pmt/Void Date		Pmt Type	
26895		**AMAZON CAPITAL SERVICES**													
			0717	**001**	**107411**									**Check**	
				E	01	100	203	000	430	232		B07DXSBT5J DSTELIN Binder Clips Paper Cla	$8.99		
				E	01	100	203	000	430	232		B07GC3BF65 Artlicious 20 Chubby Wubby Kids	$7.97		
				E	01	100	203	000	430	232		B07HPQQSBF Hammond & Stephens Objective	$7.62		
				E	01	100	203	000	430	232		B07PGX9BNR Traditional Manuscript Nameplat	$10.39		
				E	01	100	203	000	430	232		B082G5D7DQ Shabby Chic Wood Better Than	$17.99		
				E	01	100	203	000	430	232		B08CMLL2ZD Magnetic Clips Fridge Magnets 5	$15.98		
				E	01	100	203	000	430	232		B09P4XGMLT 2022-2023 Desk Calendar - Jul.	$8.99		
				E	01	100	203	000	430	232		Amazon Shipping Charge	$0.00		
PO#: 53987		**Voucher #:**		**120428**	Invoice			**Invoice No:**			1MDF-XV19-H7YN	**7/6/2022**		**Paid Amt:**	**$149.15**
				E	01	100	201	000	430	000		B00004W3Y4 Do A Dot Art! Markers 6-Pack Ra	$33.96		
				E	01	100	201	000	430	000		B002ZZ2DDA Pacon : Tagboard Sentence Strips	$18.28		
				E	01	100	201	000	430	000		B005FXUSWM All About Me Posters for Kids -	$17.18		
				E	01	100	201	000	430	000		B019DOUWUQ 3M Tabletop Easel Pad, Super	$30.75		
				E	01	100	201	000	430	000		B07D4YF3K4 Neenah Cardstock, 8.5" x 11", 90	$24.36		
				E	01	100	201	000	430	000		B07GNC3JKN Magnetic Clips, 24 Pieces Magn	$12.99		
				E	01	100	201	000	430	000		B08FRDX8DD EAONE 99 Pack Spot Carpet Ma	$15.99		
				E	01	100	201	000	430	000		Amazon Shipping Charge	$0.00		
PO#: 54026		**Voucher #:**		**120429**	Invoice			**Invoice No:**			1JGP-14CR-11KR	**7/6/2022**		**Paid Amt:**	**$153.51**
				E	01	100	203	000	430	232		0545732778 Scholastic Durable Classroom Poc	$23.99		
				E	01	100	203	000	430	232		B011KGGTYI PACON Art Street Lightweight Co	$15.46		
				E	01	100	203	000	430	232		B07PGX9BNR Traditional Manuscript Nameplat	$10.39		
				E	01	100	203	000	430	232		B07SKF3Y2S Bulletin Borders Stickers, 80 ft Ba	$9.99		
				E	01	100	203	000	430	232		B081DH28RD 48 Pack Strong Magnetic Clips, H	$15.99		
				E	01	100	203	000	430	232		B086PJ4BY1 X-ACTO® TeacherPro® Classroo	$37.79		
				E	01	100	203	000	430	232		Amazon Shipping Charge	$0.00		
PO#: 53985		**Voucher #:**		**120430**	Invoice			**Invoice No:**			1V3C-VJG7-1CTW	**7/6/2022**		**Paid Amt:**	**$113.61**
				E	01	100	203	000	430	232		B01K07MXJI 12 Pack - SimpleHouseware Maga	$19.97		
				E	01	100	203	000	430	232		B07D928V43 Teacher Created Resources Conf	$10.99		
PO#: 53985		**Voucher #:**		**120431**	Invoice			**Invoice No:**			1Q71-CPCY-3THL	**7/6/2022**		**Paid Amt:**	**$30.96**
				E	01	100	203	000	430	232		B00006IDRW Neenah Premium Cardstock, 8.5'	$12.99		
				E	01	100	203	000	430	232		5910121296 Tape	$4.24		
				E	01	100	203	000	430	232		B0009ILH4G Sunworks Construction Paper, Yel	$2.29		
				E	01	100	203	000	430	232		B001C5TW42 SunWorks Heavyweight Construc	$3.79		
				E	01	100	203	000	430	232		B001GKWZLK SunWorks Construction Paper, I	$1.62		
				E	01	100	203	000	430	232		B003K62F22 SunWorks Construction Paper P9	$4.22		
				E	01	100	203	000	430	232		B017V5W58G Bira Craft 1 inch Heart Lever Act	$10.99		
				E	01	100	203	000	430	232		B078WJM15Y Amazon Basics Felt Tip Marker F	$6.68		
				E	01	100	203	000	430	232		B0794LXXRL Tomnk 60pcs Crazy Straws Silly C	$16.99		

Code	Rcd	Vendor	Co	Bank	Check No								Pmt/Void Date		Pmt Type		
26895		**AMAZON CAPITAL SERVICES**															
			0717	**001**	**107411**										**Check**		
				E	01	100	203	000	430	232	B079KL4C91 Amazon Basics Clear Thermal Lar		$19.98				
				E	01	100	203	000	430	232	B07BJ5L7N3 Fashion Angels 1000 Ridiculously		$4.99				
				E	01	100	203	000	430	232	B081DH28RD 48 Pack Strong Magnetic Clips, I		$15.99				
				E	01	100	203	000	430	232	B08LNNLNGQ 200 Pcs Natural Wooden Food (		$5.69				
				E	01	100	203	000	430	232	B08ZHN3BNH All About Me Student Posters 28		$16.99				
				E	01	100	203	000	430	232	B09NBCXZ69 Teacher Planner 2022-2023 - Aca		$9.99				
				E	01	100	203	000	430	232	Freight		$9.99				
PO#: 53952		**Voucher #:**		**120432**	Invoice			**Invoice No:** 1GXD-W7CV-DIND					**7/6/2022**		**Paid Amt:**		**$147.43**
				E	01	100	203	000	430	232	B00F9MYPCS Pilot Frixion Colors Erasable Mar		$13.29				
PO#: 53952		**Voucher #:**		**120433**	Invoice			**Invoice No:** 1LLT-KLK9-LDHJ					**7/6/2022**		**Paid Amt:**		**$13.29**
				E	01	100	203	000	430	232	0761150188 Brain Quest Workbook: Grade 4		$5.70				
				E	01	100	203	000	430	232	1483808726 Spectrum 4th Grade Math Workbo		$9.44				
				E	01	100	203	000	430	232	1493825933 180 Days of Practice for 4th Grade		$34.70				
				E	01	100	203	000	430	232	1936024403 Carson Dellosa Traditional Cursive		$8.29				
				E	01	100	203	000	430	232	B0007L1W0E BIC Wite-Out Brand EZ Correct (		$7.99				
				E	01	100	203	000	430	232	B000F8XL62 TREND enterprises, Inc. Basic Alp		$18.15				
				E	01	100	203	000	430	232	B016DU8TF8 hand2mind Rainbow Fraction Tow		$10.30				
				E	01	100	203	000	430	232	B081NZWTZX LINKYO Electric Pencil Sharpen		$24.99				
				E	01	100	203	000	430	232	B0921852FF Toddmomy 1 Set Magnetic Fractio		$13.69				
				E	01	100	203	000	430	232	B096TKP3HB Rubber Bands, 200 Pcs Color Ru		$7.98				
				E	01	100	203	000	430	232	B09TGJJQ8D PI MATH 100 practice pages of r		$6.99				
				E	01	100	203	000	430	232	Amazon Shipping Charge		$0.00				
PO#: 54028		**Voucher #:**		**120434**	Invoice			**Invoice No:** 1L7C-L6XY-JWTG					**7/6/2022**		**Paid Amt:**		**$148.22**
															Check Amount:		**$1,548.51**
			0717	**001**	**107481**										**Check**		
				E	01	300	211	000	401	000	B0044WVO64 EXPO 80008 Low-Odor Dry Eras		$108.36				
				E	01	300	211	000	401	000	B0106I2JT0 Expo 81505 Block Eraser Dry Eras		$56.70				
				E	01	300	211	000	401	000	B07ZGD1SL3 Wood-Cased #2 HB Pencils, Yell		$127.45				
				E	01	300	211	000	401	000	Amazon Shipping Charge		$0.00				
PO#: 54100		**Voucher #:**		**120659**	Invoice			**Invoice No:** 1YF3-KMM6-9R43					**7/22/2022**		**Paid Amt:**		**$292.51**
				E	01	300	211	000	401	000	B0006HWRK8 TOPS The Legal Pad Writing Pa		$47.50				
				E	01	300	211	000	401	000	B000F3ZK2K TOPS The Legal Pad Writing Pad		$8.68				
				E	01	300	211	000	401	000	B00QSR9PRI Amazon Basics Narrow Ruled 5 x		$17.48				
				E	01	300	211	000	401	000	B00QSR9URI Amazon Basics Legal/Wide Rule		$21.32				
				E	01	300	211	000	401	000	Amazon Shipping Charge		$0.00				
PO#: 54098		**Voucher #:**		**120660**	Invoice			**Invoice No:** 1W6Y-9XYJ-FXQ6					**7/22/2022**		**Paid Amt:**		**$94.98**
				E	01	300	211	000	401	000	B073Z1Q8SN 4 Pack 3 inch 3 Ring Binders, Ru		$34.29				
				E	01	300	211	000	401	000	B07TGKTMLZ LICHAMP 10-Piece Blue Painter		$25.69				

Code	Rcd	Vendor	Co	Bank	Check No							Pmt/Void Date		Pmt Type		
26895		**AMAZON CAPITAL SERVICES**														
			0717	**001**	**107481**									**Check**		
				E	01	300	211	000	401	000	B09885ZZJG LICHAMP Blue Painters Tape 1 in		$88.88			
				E	01	300	211	000	401	000	Amazon Shipping Charge		$0.00			
	PO#: 54110	**Voucher #:**		**120661**	Invoice			**Invoice No:**	1C7Q-PGPY-KL7Q			**7/22/2022**		**Paid Amt:**	**$148.86**	
														Check Amount:		**$536.35**
			0717	**001**	**107496**									**Check**		
				E	01	300	420	740	401	000	B07BKVN8S4 Bankers Box STOR/File Storage		$129.98			
				E	01	300	420	740	401	000	Amazon Shipping Charge		$0.00			
	PO#: 54270	**Voucher #:**		**120681**	Invoice			**Invoice No:**	1GFP-KJG6-7VR9			**7/28/2022**		**Paid Amt:**	**$129.98**	
														Check Amount:		**$129.98**
														Vendor Total:		**$2,214.84**
28892		**AVIBEN**														
			0717	**001**	**107497**									**Check**		
				E	01	005	110	000	305	000	July 2022 403b Admin Fee		$249.60			
	PO#:	**Voucher #:**		**120682**	Invoice			**Invoice No:**	24001			**7/28/2022**		**Paid Amt:**	**$249.60**	
														Check Amount:		**$249.60**
														Vendor Total:		**$249.60**
26156		**BIFFS, INC.**														
			0717	**001**	**107442**									**Check**		
				E	01	300	292	000	335	300	Athletics		$540.00			
				E	04	005	505	321	305	000	CE		$180.00			
	PO#: 54165	**Voucher #:**		**120125**	Invoice			**Invoice No:**	5/18/22-6/14/22			**7/22/2022**		**Paid Amt:**	**$720.00**	
				E	01	300	292	000	335	300	FB-Service 6/15/22-7/12/22		$205.71			
				E	04	005	505	321	305	000	FB-Service 6/15/22-7/12/22		$205.71			
				E	01	300	292	000	335	300	MS-Service 6/15/22-7/12/22		$90.00			
				E	04	005	505	321	305	000	MS-Service 6/15/22-7/12/22		$90.00			
				E	01	300	292	000	335	300	ES-Service 6/15/22-7/12/22		$67.50			
				E	04	005	505	321	305	000	ES-Service 6/15/22-7/12/22		$67.50			
	PO#: 54442	**Voucher #:**		**120614**	Invoice			**Invoice No:**	W874663/62/64			**7/22/2022**		**Paid Amt:**	**$726.42**	
														Check Amount:		**$1,446.42**
														Vendor Total:		**$1,446.42**
4397		**BLACKBOARD**														
			0717	**001**	**107412**									**Check**		
				E	01	005	107	000	405	400	WCM Essential		$3,000.00			
				E	01	005	107	000	405	400	Mass Notifications		$774.00			
				E	01	005	107	000	405	400	Mobile Cmmunications		$2,016.00			
				E	01	005	107	000	405	400	WCM Site Launch		$600.00			

Code	Rcd	Vendor	Co	Bank	Check No							Pmt/Void Date		Pmt Type	
4397		BLACKBOARD													
			0717	001	107412									Check	
				E	01	005	107	000	405	400	Creative Myway Ultra		$6,000.00		
	PO#: 54217	Voucher #:		120443	Invoice		Invoice No: 1382510					7/6/2022		Paid Amt:	$12,390.00
														Check Amount:	$12,390.00
														Vendor Total:	$12,390.00
11747		BLUE CROSS & BLUE SHIELD													
			0717	001	107413									Check	
				B	01	215	024				D. Swenson July 2022		$254.00		
	PO#:	Voucher #:		120435	Invoice		Invoice No: 220602306370					7/6/2022		Paid Amt:	$254.00
														Check Amount:	$254.00
			0717	001	107482									Check	
				B	01	215	024				Aug 2022 D. Swenson		$254.00		
	PO#:	Voucher #:		120663	Invoice		Invoice No: 220701075149					7/22/2022		Paid Amt:	$254.00
														Check Amount:	$254.00
														Vendor Total:	$508.00
3711		BOOTLACE CONSTRUCTION													
			0717	001	107429									Check	
				E	01	100	865	384	350	000	JES front sidewalk and curb		$5,650.00		
				E	01	100	865	384	350	000	JES east side sidewalk		$4,200.00		
				E	01	100	865	384	350	000	JES back sidewalk		$600.00		
				E	01	128	865	384	350	000	JMS new side walk and replace high curb with lc		$1,900.00		
	PO#: 54238	Voucher #:		120448	Invoice		Invoice No: Sidewalk Work					7/8/2022		Paid Amt:	$12,350.00
														Check Amount:	$12,350.00
			0717	001	107483									Check	
				E	01	300	865	384	510	000	Tore out and replaced section of sidewalk		$650.00		
				E	01	128	865	384	510	000	Poured a new side walk and replace high curb		$3,350.00		
	PO#: 54376	Voucher #:		120664	Invoice		Invoice No: 7/22/22					7/22/2022		Paid Amt:	$4,000.00
														Check Amount:	$4,000.00
														Vendor Total:	$16,350.00
1915		BSN SPORTS													
			0717	001	107443									Check	
				E	01	300	292	000	302	000	Jersey decoration		$631.20		
				E	01	300	292	000	302	000	Freight		$34.24		
	PO#: 54237	Voucher #:		120615	Invoice		Invoice No: 917139383					7/22/2022		Paid Amt:	$665.44
														Check Amount:	$665.44
														Vendor Total:	$665.44

Code	Rcd	Vendor	Co	Bank	Check No								Pmt/Void Date		Pmt Type	
4132		**CAOLA LANDSCAPE SERVICES, INC**														
			0717	**001**	**107498**										**Check**	
					E	01	005	810	000	350	272	New box of rainbird rotors		$1,285.00		
					E	01	005	810	000	350	272	1.25 poly pipe with new fittings		$350.00		
					E	01	005	810	000	350	272	Tech hours		$665.00		
					E	01	005	810	000	350	272	Tech hours		$950.00		
	PO#: 54392	**Voucher #:**		**120683**	Invoice		**Invoice No:** 1034						**7/28/2022**		**Paid Amt:**	**$3,250.00**
															Check Amount:	**$3,250.00**
															Vendor Total:	**$3,250.00**
28277		**CHALUPSKY, JASON**														
			0717	**001**	**107444**										**Check**	
					E	04	005	505	321	305	515	Jr Legion Umpire June 2022		$75.00		
	PO#: 54435	**Voucher #:**		**120616**	Invoice		**Invoice No:** Jr Legion Umpire						**7/22/2022**		**Paid Amt:**	**$75.00**
															Check Amount:	**$75.00**
															Vendor Total:	**$75.00**
3676		**CHOICE ELECTRIC**														
			0717	**001**	**107484**										**Check**	
					E	01	100	810	000	350	272	Moved receptacles in ceilings		$720.00		
					E	01	128	810	000	350	272	Added receptacle for milk fridge		$240.00		
					E	01	128	810	000	350	272	Materials		$38.56		
					E	01	100	810	000	350	272	Materials		$115.68		
					E	01	128	810	000	350	272	Truck Charge		$10.00		
					E	01	128	810	000	350	272	Truck Charge		$30.00		
	PO#: 54374	**Voucher #:**		**120665**	Invoice		**Invoice No:** 21841						**7/22/2022**		**Paid Amt:**	**$1,154.24**
					E	01	300	810	000	350	272	Light covers for boys locker room		$539.00		
	PO#: 54375	**Voucher #:**		**120666**	Invoice		**Invoice No:** 21842						**7/22/2022**		**Paid Amt:**	**$539.00**
															Check Amount:	**$1,693.24**
															Vendor Total:	**$1,693.24**
10254		**CITY OF JORDAN**														
			0717	**001**	**107445**										**Check**	
					E	01	100	810	000	330	204	ES		$1,421.70		
					E	01	128	810	000	330	204	MS		$2,244.03		
					E	01	300	810	000	330	204	HS		$3,174.39		
					E	01	005	810	000	330	204	Athletic Complex		$5,839.18		
					E	04	005	505	321	330	000	ES CE		$29.01		
					E	04	005	505	321	330	550	CERC		$670.30		
	PO#:	**Voucher #:**		**120617**	Invoice		**Invoice No:** 7/7/22						**7/22/2022**		**Paid Amt:**	**$13,378.61**
															Check Amount:	**$13,378.61**
															Vendor Total:	**$13,378.61**

Code	Rcd	Vendor	Co	Bank	Check No								Pmt/Void Date		Pmt Type		
2629		COMCAST															
			0717	001	107414										Check		
				E	04	005	505	321	320	550			CERC Service 6/18/22-7/17/22	$2.25			
	PO#:		Voucher #:	120437	Invoice			Invoice No:	6/8/22				7/6/2022		Paid Amt:	$2.25	
				E	04	005	505	321	320	550			CERC Service 7/4/22-8/3/22	$2.25			
	PO#:		Voucher #:	120441	Invoice			Invoice No:	6/25/22				7/6/2022		Paid Amt:	$2.25	
															Check Amount:		$4.50
			0717	001	107430										Check		
				E	04	005	505	321	320	550			5/4/22-6/3/22	$3.13			
				E	04	005	505	321	320	550			6/4/22-7/3/22	$3.12			
	PO#:		Voucher #:	120449	Invoice			Invoice No:	6/25/22				7/8/2022		Paid Amt:	$6.25	
															Check Amount:		$6.25
			0717	001	107499										Check		
				E	04	005	505	321	320	550			CERC Service 7/18/22-8/17/22	$2.25			
	PO#:		Voucher #:	120684	Invoice			Invoice No:	7/8/22				7/28/2022		Paid Amt:	$2.25	
															Check Amount:		$2.25
															Vendor Total:		$13.00
28447		CUMMINS NPOWER LLC															
			0717	001	107446										Check		
				E	01	300	810	000	350	272			Inspect the standby generator, train building staf	$1,745.18			
	PO#:	54348	Voucher #:	120618	Invoice			Invoice No:	E4-26662				7/22/2022		Paid Amt:	$1,745.18	
															Check Amount:		$1,745.18
															Vendor Total:		$1,745.18
5909		DOLD, ISAAC															
			0717	001	107447										Check		
				E	04	005	505	321	305	515			Little League/Pee Wee Ump June 2022	$290.00			
	PO#:	54433	Voucher #:	120619	Invoice			Invoice No:	LL/PW Ump				7/22/2022		Paid Amt:	$290.00	
															Check Amount:		$290.00
															Vendor Total:		$290.00
2630		EDMENTUM															
			0717	001	107415										Check		
				E	01	300	211	302	406	000			Core Library/Health & PE Library/College&Caree	$6,872.30			
	PO#:	54212	Voucher #:	120442	Invoice			Invoice No:	436028				7/6/2022		Paid Amt:	$6,872.30	
															Check Amount:		$6,872.30
															Vendor Total:		$6,872.30
2833		FERGUSON ENTERPRISES, INC															
			0717	001	107448										Check		
				E	01	100	810	000	350	274			CCY LF 1.2 GPM 2HDL w/sprd lav	$483.78			
				E	01	100	810	000	350	274			Raptor smart dumbell DRN ERCH	$14.30			

Code	Rcd	Vendor	Co	Bank	Check No								Pmt/Void Date		Pmt Type		
2833		**FERGUSON ENTERPRISES, INC**															
			0717	**001**	**107448**										**Check**		
					E	01	100	810	000	350	274	Freight		$27.00			
	PO#: 54344		**Voucher #:**		**120620**	Invoice			**Invoice No:** 9357162				**7/22/2022**		**Paid Amt:**	**$525.08**	
															Check Amount:		**$525.08**
															Vendor Total:		**$525.08**
25785		**FERTIMIX, INC.**															
			0717	**001**	**107449**										**Check**		
					E	01	005	810	000	350	274	Ranger pro 2.5 gal weed killer		$117.25			
					E	01	005	810	000	350	274	Pramitol 25E gallon weed killer		$56.52			
	PO#: 54387		**Voucher #:**		**120621**	Invoice			**Invoice No:** 20886				**7/22/2022**		**Paid Amt:**	**$173.77**	
															Check Amount:		**$173.77**
															Vendor Total:		**$173.77**
1232		**FRONTLINE TECHNOLOGIES GROUP LLC**															
			0717	**001**	**107416**										**Check**		
					E	01	100	203	000	405	000	ES		$2,606.37			
					E	01	128	211	000	405	000	MS		$2,606.37			
					E	01	300	211	000	405	000	HS		$2,606.37			
	PO#: 54209		**Voucher #:**		**120415**	Invoice			**Invoice No:** INVUS153496				**7/6/2022**		**Paid Amt:**	**$7,819.11**	
					E	01	005	110	000	305	000	Applicant Tracking FY23		$2,435.62			
	PO#: 54210		**Voucher #:**		**120416**	Invoice			**Invoice No:** INVUS153504				**7/6/2022**		**Paid Amt:**	**$2,435.62**	
															Check Amount:		**$10,254.73**
															Vendor Total:		**$10,254.73**
5460		**GENERATION GENIUS**															
			0717	**001**	**107485**										**Check**		
					E	01	100	203	302	406	000	Gen Genius 22-23 License Renewal		$1,295.00			
	PO#: 54309		**Voucher #:**		**120667**	Invoice			**Invoice No:** GG125315-R1				**7/22/2022**		**Paid Amt:**	**$1,295.00**	
															Check Amount:		**$1,295.00**
															Vendor Total:		**$1,295.00**
27120		**GOPHER STATE ONE-CALL**															
			0717	**001**	**107450**										**Check**		
					E	01	005	810	000	305	000	June 2022 Emailed Tickets		$10.80			
	PO#:		**Voucher #:**		**120622**	Invoice			**Invoice No:** 2061075				**7/22/2022**		**Paid Amt:**	**$10.80**	
															Check Amount:		**$10.80**
															Vendor Total:		**$10.80**

Code	Rcd	Vendor	Co	Bank	Check No								Pmt/Void Date		Pmt Type		
27447		**HASTINGS CREAMERY, LLC**															
			0717	**001**	**107451**										**Check**		
				E	02	300	770	701	495	000	SWME06			$63.80			
	PO#: 54314	**Voucher #:**	**120623**	Invoice		**Invoice No:** June 2022							**7/22/2022**		**Paid Amt:**	**$63.80**	
															Check Amount:		**$63.80**
															Vendor Total:		**$63.80**
4134		**HESS-NORSKOG, STACEY**															
			0717	**001**	**107417**										**Check**		
				E	01	005	420	419	820	000	Renewal-OT License Fee			$188.60			
	PO#: 54088	**Voucher #:**	**120436**	Invoice		**Invoice No:** Reimbursement							**7/6/2022**		**Paid Amt:**	**$188.60**	
															Check Amount:		**$188.60**
															Vendor Total:		**$188.60**
29151		**HILDI INC.**															
			0717	**001**	**107452**										**Check**		
				E	01	005	110	000	305	000	Actuarial GASB 75 & GASB 16 FY22			$1,650.00			
	PO#: 54315	**Voucher #:**	**120624**	Invoice		**Invoice No:** 14153							**7/22/2022**		**Paid Amt:**	**$1,650.00**	
															Check Amount:		**$1,650.00**
															Vendor Total:		**$1,650.00**
1195		**HILLYARD, INC./HUTCHINSON**															
			0717	**001**	**107431**										**Check**		
				E	01	128	810	000	401	000	33 gal liners			$40.55			
	PO#: 54239	**Voucher #:**	**120450**	Invoice		**Invoice No:** 604785370							**7/8/2022**		**Paid Amt:**	**$40.55**	
															Check Amount:		**$40.55**
			0717	**001**	**107453**										**Check**		
				E	01	300	810	000	401	000	Accessory clip bracket			$40.04			
	PO#: 54384	**Voucher #:**	**120625**	Invoice		**Invoice No:** 604785371							**7/22/2022**		**Paid Amt:**	**$40.04**	
				E	01	300	810	000	401	000	33 gal liners			$475.92			
	PO#: 54385	**Voucher #:**	**120626**	Invoice		**Invoice No:** 604785372							**7/22/2022**		**Paid Amt:**	**$475.92**	
				E	01	128	810	000	401	000	Tack-it			$82.82			
				E	01	128	810	000	401	000	Pad comp for hil50108			$50.38			
	PO#: 54346	**Voucher #:**	**120627**	Invoice		**Invoice No:** 604789518							**7/22/2022**		**Paid Amt:**	**$133.20**	
				E	01	100	810	000	401	000	Pad 16 in buff red			$16.70			
				E	01	100	810	000	401	000	Pad 16 in strip black			$16.70			
	PO#: 54347	**Voucher #:**	**120628**	Invoice		**Invoice No:** 604789517							**7/22/2022**		**Paid Amt:**	**$33.40**	
															Check Amount:		**$682.56**
															Vendor Total:		**$723.11**

Code	Rcd	Vendor	Co	Bank	Check No								Pmt/Void Date		Pmt Type	
5936		**HVIDSTEN, KYLE**														
			0717	**001**	**107454**										**Check**	
					E	04	005	505	321	305	515	Jr Legion Umpire June 2022		$75.00		
	PO#: 54432	**Voucher #:**		**120629**	Invoice				**Invoice No:**			Jr Legion Ump	**7/22/2022**		**Paid Amt:**	**$75.00**
															Check Amount:	**$75.00**
															Vendor Total:	**$75.00**
4628		**ILLUMINATE EDUCATION, INC**														
			0717	**001**	**107418**										**Check**	
					E	01	005	630	302	406	000	Software License		$7,695.60		
					E	01	005	630	302	406	000	Learning Community		$225.00		
	PO#: 54211	**Voucher #:**		**120417**	Invoice				**Invoice No:**			INV0000065086	**7/6/2022**		**Paid Amt:**	**$7,920.60**
															Check Amount:	**$7,920.60**
															Vendor Total:	**$7,920.60**
3811		**INFINITE CAMPUS, INC**														
			0717	**001**	**107419**										**Check**	
					E	01	100	203	000	405	000	ES		$10,183.17		
					E	01	128	211	000	405	000	MS		$10,183.17		
					E	01	300	211	000	405	000	HS		$10,183.17		
					E	02	005	770	701	405	000	Food Service		$4,401.59		
	PO#: 54214	**Voucher #:**		**120419**	Invoice				**Invoice No:**			ANNUAL037322	**7/6/2022**		**Paid Amt:**	**$34,951.10**
															Check Amount:	**$34,951.10**
															Vendor Total:	**$34,951.10**
25958		**INNOVATIVE GRAPHICS**														
			0717	**001**	**107432**										**Check**	
					E	04	005	505	321	401	515	Hubman Basketball Camp Tees		$1,001.00		
	PO#: 54226	**Voucher #:**		**120451**	Invoice				**Invoice No:**			51874	**7/8/2022**		**Paid Amt:**	**$1,001.00**
					E	04	005	505	321	401	515	Neon Orange Tees		$135.00		
					E	04	005	505	321	401	515	Dri Fit Jerseys w/ #'s round 2		$240.00		
	PO#: 54227	**Voucher #:**		**120452**	Invoice				**Invoice No:**			51877	**7/8/2022**		**Paid Amt:**	**$375.00**
					E	04	005	505	321	401	515	Jordan/New Prague Tennis Camp Tees		$280.00		
	PO#: 54278	**Voucher #:**		**120453**	Invoice				**Invoice No:**			51830	**7/8/2022**		**Paid Amt:**	**$280.00**
															Check Amount:	**$1,656.00**
			0717	**001**	**107455**										**Check**	
					E	02	128	770	701	401	253	Fuel to Play T-Shirts-Midwest Dairy Grant-Printir		$312.00		
					E	02	128	770	701	401	253	Fuel to Play T-Shirts-Midwest Dairy Grant-Printir		$10.00		
	PO#: 54333	**Voucher #:**		**120630**	Invoice				**Invoice No:**			51716	**7/22/2022**		**Paid Amt:**	**$322.00**
															Check Amount:	**$322.00**
															Vendor Total:	**$1,978.00**

Code	Rcd	Vendor	Co	Bank	Check No							Pmt/Void Date		Pmt Type	
2491		**INTEGRATED FIRE & SECURITY**													
			0717	**001**	**107486**									**Check**	
				E	01	128	865	363	305	000	Fire & security monitoring		$670.80		
	PO#: 54383	**Voucher #:**		**120668**	Invoice			**Invoice No:** 88434				**7/22/2022**		**Paid Amt:**	**$670.80**
														Check Amount:	**$670.80**
														Vendor Total:	**$670.80**
24970		**JORDAN ACE HARDWARE**													
			0717	**001**	**107494**									**Check**	
				E	01	100	810	000	350	274	ES In House Repairs		$21.75		
				E	01	300	810	000	350	274	HS In House Repairs		$181.37		
				E	01	005	810	000	350	274	District In House Repairs		$139.03		
				E	01	300	790	000	849	000	Grad Expenses		$96.96		
				E	01	300	361	830	430	000	Ind Tech Supplies		$30.57		
				E	04	005	580	325	401	000	ECFE Supplies		$4.59		
	PO#:	**Voucher #:**		**120679**	Invoice			**Invoice No:** May 2022				**7/28/2022**		**Paid Amt:**	**$474.27**
														Check Amount:	**$474.27**
			0717	**001**	**107495**									**Check**	
				E	01	300	292	000	401	300	Athletics		$18.99		
				E	01	100	810	000	350	274	ES In House Repairs		$36.14		
				E	01	300	810	000	350	274	HS In House Repairs		$628.71		
				E	01	128	810	000	350	274	MS In House Repairs		$121.10		
				E	01	300	810	000	401	000	HS Maintenance Supplies		$38.99		
				E	04	005	505	321	350	550	CERC		$13.17		
				E	01	005	810	000	350	274	District In House Repairs		$105.27		
	PO#:	**Voucher #:**		**120680**	Invoice			**Invoice No:** June 2022				**7/28/2022**		**Paid Amt:**	**$962.37**
														Check Amount:	**$962.37**
														Vendor Total:	**$1,436.64**
3513		**JORDAN BOOSTER CLUB**													
			0717	**001**	**107456**									**Check**	
				E	01	128	294	000	305	315	5/10/22-T. Bohnsack MS BB Ump-Donation		$90.00		
	PO#: 54441	**Voucher #:**		**120631**	Invoice			**Invoice No:** Donation				**7/22/2022**		**Paid Amt:**	**$90.00**
				E	04	005	505	321	305	515	Youth Soccer Camp 6/27-30/2022		$200.00		
	PO#: 54328	**Voucher #:**		**120632**	Invoice			**Invoice No:** Soccer Camp				**7/22/2022**		**Paid Amt:**	**$200.00**
														Check Amount:	**$290.00**
														Vendor Total:	**$290.00**

Code	Rcd	Vendor	Co	Bank	Check No								Pmt/Void Date		Pmt Type	
25364		**JORDAN COMMERCIAL CLUB**														
			0717	**001**	**107487**										**Check**	
				E	01	005	020	000	820	000	FY23 Dues R. Evenson			$55.00		
	PO#: 54296	**Voucher #:**	**120669**	Invoice				**Invoice No:** 561					**7/22/2022**		**Paid Amt:**	**$55.00**
															Check Amount:	**$55.00**
															Vendor Total:	**$55.00**
4931		**KIDSCREATE STUDIO**														
			0717	**001**	**107433**										**Check**	
				E	04	005	505	321	305	503	The Messiest Art Camp Ever!			$780.00		
	PO#: 54277	**Voucher #:**	**120454**	Invoice				**Invoice No:** 14416380					**7/8/2022**		**Paid Amt:**	**$780.00**
															Check Amount:	**$780.00**
			0717	**001**	**107457**										**Check**	
				E	04	005	570	321	369	000	Kids Co FT 6/30/22-Inv#14462730			$402.00		
	PO#: 54330	**Voucher #:**	**120633**	Invoice				**Invoice No:** 14462730					**7/22/2022**		**Paid Amt:**	**$402.00**
															Check Amount:	**$402.00**
															Vendor Total:	**$1,182.00**
5615		**KING, KAMRYN**														
			0717	**001**	**107458**										**Check**	
				E	04	005	505	321	305	515	Youth Soccer Camp 6/27-30/2022			$140.00		
	PO#: 54327	**Voucher #:**	**120634**	Invoice				**Invoice No:** Soccer Camp					**7/22/2022**		**Paid Amt:**	**$140.00**
															Check Amount:	**$140.00**
															Vendor Total:	**$140.00**
5346		**KLOEPPEL/JOACHIM**														
			0717	**001**	**107459**										**Check**	
				E	04	005	505	321	305	515	Hubmen BB Camp 6/20/22-6/23/22			$260.00		
	PO#: 54232	**Voucher #:**	**120251**	Invoice				**Invoice No:** BB Camp					**7/22/2022**		**Paid Amt:**	**$260.00**
															Check Amount:	**$260.00**
															Vendor Total:	**$260.00**
5678		**KROELLS, TESSA**														
			0717	**001**	**107460**										**Check**	
				E	04	005	505	321	305	550	5/11/22-6/15/22			$294.00		
	PO#: 54324	**Voucher #:**	**120635**	Invoice				**Invoice No:** Spring Session 2					**7/22/2022**		**Paid Amt:**	**$294.00**
															Check Amount:	**$294.00**
															Vendor Total:	**$294.00**
27558		**LEE'S REFRIGERATION**														
			0717	**001**	**107461**										**Check**	
				E	02	100	770	701	350	000	CO2 for kitchen cooler			$25.00		
				E	02	100	770	701	350	000	Labor			$192.50		

Code	Rcd	Vendor	Co	Bank	Check No		Pmt/Void Date		Pmt Type	
27558		LEE'S REFRIGERATION								
			0717	001	107461				Check	
				E 02 100 770 701 350 000		Trip charge		$50.00		
	PO#: 54378	Voucher #:	120636	Invoice	Invoice No: 1056		7/22/2022		Paid Amt:	$267.50
									Check Amount:	$267.50
									Vendor Total:	$267.50
5383		LUCAS/AUDREY								
			0717	001	107462				Check	
				E 04 005 508 321 305 000		MOX Fitness Session 3 4/4/22-5/26/22		$646.80		
	PO#: 54323	Voucher #:	120637	Invoice	Invoice No: Session 3		7/22/2022		Paid Amt:	$646.80
									Check Amount:	$646.80
									Vendor Total:	$646.80
1919		MASA								
			0717	001	107420				Check	
				E 01 005 020 000 820 000		MASA/MASE 22-23 Membership - Ranae		$1,333.00		
	PO#: 54262	Voucher #:	120439	Invoice	Invoice No: 21-22023		7/6/2022		Paid Amt:	$1,333.00
									Check Amount:	$1,333.00
									Vendor Total:	$1,333.00
23240		MASBO								
			0717	001	107421				Check	
				E 01 005 110 000 820 000		FY2023-Membership Renewal-A Hafemann		$110.00		
	PO#: 54173	Voucher #:	120440	Invoice	Invoice No: 300006448		7/6/2022		Paid Amt:	$110.00
									Check Amount:	$110.00
									Vendor Total:	$110.00
28878		MEDICARE BLUE RX								
			0717	001	107422				Check	
				B 01 215 024		D. Swenson July 2022		$178.00		
	PO#:	Voucher #:	120438	Invoice	Invoice No: 221580164341		7/6/2022		Paid Amt:	$178.00
									Check Amount:	$178.00
			0717	001	107500				Check	
				B 01 215 024		Aug 2022 D. Swenson		$178.00		
	PO#:	Voucher #:	120689	Invoice	Invoice No: 221870163726		7/28/2022		Paid Amt:	$178.00
									Check Amount:	$178.00
									Vendor Total:	$356.00

Code	Rcd	Vendor	Co	Bank	Check No							Pmt/Void Date		Pmt Type	
19813		METRO ECSU - REGION 11													
			0717	001	107501									Check	
				E	01	005	010	000	820	000	FY23 General Service Fee		$2,852.00		
	PO#: 54295	Voucher #:	120685	Invoice		Invoice No: INV0001404						7/28/2022		Paid Amt:	$2,852.00
														Check Amount:	$2,852.00
														Vendor Total:	$2,852.00
5867		METRO FIBERNET LLC													
			0717	001	107488									Check	
				E	04	005	582	344	320	000	School Readiness		$26.05		
				E	04	005	570	321	320	000	Kids Co		$7.44		
				E	02	005	770	701	320	000	ES Food Service		$3.72		
				E	01	100	203	000	320	000	ES		$334.92		
				E	04	005	505	321	320	550	CERC		$17.39		
				E	02	005	770	701	320	000	MS Food Service		$4.35		
				E	01	128	211	000	320	000	MS		$412.96		
				E	02	005	770	701	320	000	HS Food Service		$9.24		
				E	01	300	211	000	320	000	HS		$452.73		
	PO#:	Voucher #:	120670	Invoice		Invoice No: July 2022						7/22/2022		Paid Amt:	$1,268.80
														Check Amount:	$1,268.80
														Vendor Total:	$1,268.80
3967		MN VALLEY ELECTRIC COOPERATIVE													
			0717	001	107463									Check	
				E	01	005	810	000	330	201	Ball Field Lights		$10.74		
	PO#:	Voucher #:	120639	Invoice		Invoice No: 7/7/22						7/22/2022		Paid Amt:	$10.74
														Check Amount:	$10.74
														Vendor Total:	$10.74
5066		MONTGOMERY SPORTMEN'S CLUB													
			0717	001	107434									Check	
				E	04	005	505	321	401	514	Youth Trap Rounds 6/6/22		$192.00		
				E	04	005	505	321	401	514	Youth Trap Rounds 6/13/22		$324.00		
				E	04	005	505	321	401	514	Youth Trap Rounds 6/27/22		$222.00		
	PO#: 54274	Voucher #:	120455	Invoice		Invoice No: June 2022						7/8/2022		Paid Amt:	$738.00
														Check Amount:	$738.00
														Vendor Total:	$738.00

Code	Rcd	Vendor	Co	Bank	Check No								Pmt/Void Date		Pmt Type		
5945		**Mosa Mack Science, Inc.**															
			0717	**001**	**107502**										**Check**		
					E	01	128	211	302	460	000	MS 7/8 Science Licenses Mosa Mack		$3,118.50			
	PO#: 54360	**Voucher #:**		**120686**	Invoice			**Invoice No:** 3018					**7/28/2022**		**Paid Amt:**	**$3,118.50**	
															Check Amount:		**$3,118.50**
															Vendor Total:		**$3,118.50**
5951		**MURRAY, AUGUSTA**															
			0717	**001**	**107464**										**Check**		
					E	04	005	505	321	305	515	2021 Summer VB		$50.00			
	PO#: 54449	**Voucher #:**		**120638**	Invoice			**Invoice No:** Summer VB					**7/22/2022**		**Paid Amt:**	**$50.00**	
															Check Amount:		**$50.00**
															Vendor Total:		**$50.00**
26451		**MUSIC MART**															
			0717	**001**	**107503**										**Check**		
					R	01	128	000	000	619	923	reeds, oil, grease & swabs - Invoice 1424821		$264.59			
	PO#: 54454	**Voucher #:**		**120687**	Invoice			**Invoice No:** 1424821					**7/28/2022**		**Paid Amt:**	**$264.59**	
					R	01	128	000	000	619	923	boxes of Mitchell Lurie clarinet reeds Invoice 142		$54.75			
	PO#: 54454	**Voucher #:**		**120688**	Invoice			**Invoice No:** 1424921					**7/28/2022**		**Paid Amt:**	**$54.75**	
															Check Amount:		**$319.34**
															Vendor Total:		**$319.34**
28751		**NEW PRAGUE AREA SCHOOLS**															
			0717	**001**	**107465**										**Check**		
					E	01	300	292	000	391	000	Adaptive Softball 1 participant		$812.81			
	PO#: 54401	**Voucher #:**		**120640**	Invoice			**Invoice No:** 2021-22					**7/22/2022**		**Paid Amt:**	**$812.81**	
															Check Amount:		**$812.81**
															Vendor Total:		**$812.81**
5626		**NOVAK, HEATHER**															
			0717	**001**	**107466**										**Check**		
					E	04	005	505	321	305	503	Kids Cooking Intensive 6/14-15/22-youth enrichr		$1,856.91			
	PO#: 54325	**Voucher #:**		**120641**	Invoice			**Invoice No:** Kids Cooking					**7/22/2022**		**Paid Amt:**	**$1,856.91**	
															Check Amount:		**$1,856.91**
															Vendor Total:		**$1,856.91**
10987		**OWENS COMPANIES, INC.**															
			0717	**001**	**107467**										**Check**		
					E	01	300	810	000	350	272	Boiler repairs		$938.35			
	PO#: 54386	**Voucher #:**		**120642**	Invoice			**Invoice No:** 99047					**7/22/2022**		**Paid Amt:**	**$938.35**	
															Check Amount:		**$938.35**
															Vendor Total:		**$938.35**

Code	Rcd	Vendor	Co	Bank	Check No								Pmt/Void Date		Pmt Type	
3668		PMA SECURITIES, INC.														
			0717	001	107468										Check	
					E	01	005	110	000	305	000	FY22 Dissemination Agent Fees		$2,000.00		
	PO#: 54316		Voucher #:		120643	Invoice			Invoice No: INV15552				7/22/2022		Paid Amt:	$2,000.00
															Check Amount:	$2,000.00
															Vendor Total:	$2,000.00
3951		POP UP PARTY RENTAL														
			0717	001	107423										Check	
					E	04	005	570	321	369	000	Blue Paradise 16' Dual Lane Water Slide		$434.97		
	PO#:		Voucher #:		120444	Invoice			Invoice No: 9077347				7/6/2022		Paid Amt:	$434.97
															Check Amount:	$434.97
															Vendor Total:	$434.97
3447		POSITIVE COACHING ALLIANCE														
			0717	001	107424										Check	
					E	01	300	292	000	302	000	3 Wrkshps/1 Comp Game Banner		$2,250.00		
	PO#: 54207		Voucher #:		120413	Invoice			Invoice No: INV-80657				7/6/2022		Paid Amt:	$2,250.00
															Check Amount:	$2,250.00
															Vendor Total:	$2,250.00
25600		POSTMASTER														
			0717	001	107441										Check	
					E	01	128	211	000	329	000	MS Postage		$74.62		
					E	01	300	211	000	329	000	HS Postage		$74.62		
	PO#:		Voucher #:		120613	Invoice			Invoice No: 7/22/22				7/22/2022		Paid Amt:	$149.24
															Check Amount:	$149.24
															Vendor Total:	$149.24
3845		RADICK, JEFFREY														
			0717	001	107435										Check	
					E	04	005	505	321	305	514	USA Clay Target - June 2		$475.00		
					E	04	005	505	321	305	514	USA Clay Target - June 6		$475.00		
					E	04	005	505	321	305	514	USA Clay Target - June 22		$225.00		
	PO#: 54275		Voucher #:		120456	Invoice			Invoice No: Reimbursement				7/8/2022		Paid Amt:	$1,175.00
															Check Amount:	$1,175.00
															Vendor Total:	$1,175.00
4630		RAKERS, KIIRSTEN														
			0717	001	107469										Check	
					E	01	005	420	740	366	000	June 2022 Mileage		$31.77		
	PO#: 54428		Voucher #:		120644	Invoice			Invoice No: June 2022				7/22/2022		Paid Amt:	$31.77
															Check Amount:	$31.77
															Vendor Total:	$31.77

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type		
5902		**RASER, BRAYDEN**							
			0717	**001**	**107470**		**Check**		
			E 04 005 505 321 305 515			Pee Wee Umpire June 2022	$80.00		
	PO#: 54434	**Voucher #:**	**120645**	Invoice	**Invoice No:** PW Umpire	**7/22/2022**	**Paid Amt:**	**$80.00**	
							Check Amount:		**$80.00**
							Vendor Total:		**$80.00**
20698		**RATWIK, ROSZAK & MALONEY, PA**							
			0717	**001**	**107471**		**Check**		
			E 01 005 160 000 305 000			Misc	$94.00		
			E 01 005 160 000 305 000			SPED Consultation	$53.00		
			E 01 005 160 000 305 000			Teacher Maltreatment Consultation	$379.00		
			E 01 005 160 000 305 000			Data Request from Hennepin COunty	$493.50		
			E 01 005 160 000 305 000			Former Employee Harassment Claim	$517.00		
	PO#: 54321	**Voucher #:**	**120646**	Invoice	**Invoice No:** 71378	**7/22/2022**	**Paid Amt:**	**$1,536.50**	
							Check Amount:		**$1,536.50**
							Vendor Total:		**$1,536.50**
5888		**REINHART, EMILY**							
			0717	**001**	**107472**		**Check**		
			E 04 005 505 321 305 515			Youth Soccer Camp 6/27-30/2022	$280.00		
	PO#: 54326	**Voucher #:**	**120647**	Invoice	**Invoice No:** Soccer Camp	**7/22/2022**	**Paid Amt:**	**$280.00**	
							Check Amount:		**$280.00**
							Vendor Total:		**$280.00**
3535		**REPTILE & AMPHIBIAN DISCOVERY ZOO**							
			0717	**001**	**107439**		**Check**		
			E 04 005 570 321 369 000			Kids Co - Zoo Program - 07/14/2022	$255.00		
	PO#:	**Voucher #:**	**120462**	Invoice	**Invoice No:** 7000	**7/14/2022**	**Paid Amt:**	**$255.00**	
							Check Amount:		**$255.00**
							Vendor Total:		**$255.00**
2355		**SAYERS, KEVIN**							
			0717	**001**	**107473**		**Check**		
			E 01 005 203 150 433 011			Lowes 6/20/22	$31.99		
			E 01 005 203 150 433 011			Walmart 6/29/22	$31.36		
	PO#: 54437	**Voucher #:**	**120648**	Invoice	**Invoice No:** Reimbursement	**7/22/2022**	**Paid Amt:**	**$63.35**	
							Check Amount:		**$63.35**
							Vendor Total:		**$63.35**

Code	Rcd	Vendor	Co	Bank	Check No							Pmt/Void Date		Pmt Type	
5748		**SCENIC ESCAPE BARN**													
			0717	**STUD**	**1928**									**Check**	
				E	27	300	298	301	401	959	Venue Deposti		$1,000.00		
	PO#: 54102	**Voucher #:**		**120445**	Invoice		**Invoice No:** Deposit 2023					**7/6/2022**		**Paid Amt:**	**$1,000.00**
														Check Amount:	**$1,000.00**
														Vendor Total:	**$1,000.00**
19627		**SCHOLASTIC MAGAZINES**													
			0717	**001**	**107489**									**Check**	
				E	01	128	203	000	430	236	Brandon Arnold - SCOPE		$384.62		
				E	01	128	203	000	430	236	Kyle Johnson - 6th Gr - SCOPE		$384.62		
				E	01	128	203	000	430	235	Jen Bahn - Storyworks		$326.87		
				E	01	128	205	417	433	000	Tatiana Hamer - 5th Gr Scholastic News		$65.89		
				E	01	128	205	417	433	000	Tatiana Hamer - 6th Gr Jr. magazine		$93.39		
				E	01	128	211	000	430	238	Kelly Hyer - 7th Gr Science World		$344.49		
				E	01	128	211	000	430	238	Tammy Randolph SCOPE 7th Gr		$384.62		
				E	01	128	211	000	430	239	Mangone - 8th Gr. SCOPE		$384.62		
				E	01	128	211	000	430	239	A. Peters - 8th Gr NY Times Upfront		$329.67		
	PO#: 54283	**Voucher #:**		**120674**	Invoice		**Invoice No:** M7279208					**7/22/2022**		**Paid Amt:**	**$2,698.79**
														Check Amount:	**$2,698.79**
														Vendor Total:	**$2,698.79**
27516		**SCHOOLS FOR EQUITY IN EDUCATIO**													
			0717	**001**	**107425**									**Check**	
				E	01	005	010	000	820	000	SEE Membership Dues FY23		$3,018.00		
	PO#: 54216	**Voucher #:**		**120420**	Invoice		**Invoice No:** 2022-23					**7/6/2022**		**Paid Amt:**	**$3,018.00**
														Check Amount:	**$3,018.00**
														Vendor Total:	**$3,018.00**
5209		**SCOTT COUNTY FAIR**													
			0717	**001**	**107493**									**Check**	
				E	04	005	570	321	369	000	74 Carousel Ride Tickets		$74.00		
	PO#:	**Voucher #:**		**120678**	Invoice		**Invoice No:** 7/26/22					**7/26/2022**		**Paid Amt:**	**$74.00**
														Check Amount:	**$74.00**
														Vendor Total:	**$74.00**
5949		**SITELOGIQ, INC**													
			0717	**001**	**107474**									**Check**	
				E	01	005	640	316	366	000	R. Evenson		$50.00		
				E	01	005	640	316	366	000	E. Hjelmeland		$50.00		
	PO#: 54447	**Voucher #:**		**120649**	Invoice		**Invoice No:** 6/22/22					29 **7/22/2022**		**Paid Amt:**	**$100.00**
														Check Amount:	**$100.00**
														Vendor Total:	**$100.00**

Code	Rcd	Vendor	Co	Bank	Check No								Pmt/Void Date		Pmt Type		
5896		**SOUTHERN MN SOCCER LEAGUE**															
			0717	**001**	**107475**										**Check**		
					E	04	005	505	321	305	326	Comp Player Fees - Will Major		$18.00			
	PO#: 54356	**Voucher #:**		**120650**	Invoice				**Invoice No:** 1078				**7/22/2022**		**Paid Amt:**	**$18.00**	
															Check Amount:		**$18.00**
															Vendor Total:		**$18.00**
10214		**SOUTHWEST METRO INTERMEDIATE DISTRICT**															
			0717	**001**	**107476**										**Check**		
					E	01	998	211	000	390	000	FY22 ALC Tuition Billing 4th Quarter		$8,266.74			
	PO#: 54317	**Voucher #:**		**120651**	Invoice				**Invoice No:** 3771				**7/22/2022**		**Paid Amt:**	**$8,266.74**	
					E	01	998	211	000	390	000	FY22 Reflections Tuition Billing 4th Quarter		$17,127.18			
	PO#: 54318	**Voucher #:**		**120652**	Invoice				**Invoice No:** 3787				**7/22/2022**		**Paid Amt:**	**$17,127.18**	
					E	01	998	203	160	304	011	P/Y ESSER III		$23,278.92			
					E	01	998	211	160	304	011	P/Y ESSER III		$28,886.36			
	PO#: 54429	**Voucher #:**		**120653**	Invoice				**Invoice No:** 3868				**7/22/2022**		**Paid Amt:**	**$52,165.28**	
					E	01	998	211	000	390	000	FY22 CCJ Tuition Billing-Martinez		$6,323.02			
	PO#: 54319	**Voucher #:**		**120654**	Invoice				**Invoice No:** 3836				**7/22/2022**		**Paid Amt:**	**$6,323.02**	
					E	01	998	211	000	390	000	FY22 JAF Tuition Billing-Mitchell		$3,841.92			
	PO#: 54320	**Voucher #:**		**120655**	Invoice				**Invoice No:** 3820				**7/22/2022**		**Paid Amt:**	**$3,841.92**	
															Check Amount:		**$87,724.14**
															Vendor Total:		**$87,724.14**
14395		**SWNEWSMEDIA.COM**															
			0717	**001**	**107477**										**Check**		
					E	01	005	010	000	305	000	4/11/22 Mtg		$51.45			
					E	01	005	010	000	305	000	6/6/22 Spec Mtg		$47.78			
					E	01	005	010	000	305	000	5/23/22 WrkShp Mtg		$36.75			
					E	01	005	010	000	305	000	5/9/22 Reg Mtg		$69.83			
					E	01	005	010	000	305	000	6/30/22 WrkShp Mtg		$36.75			
					E	01	005	010	000	305	000	Property Tax		$36.75			
	PO#: 54436	**Voucher #:**		**120656**	Invoice				**Invoice No:** June 2022				**7/22/2022**		**Paid Amt:**	**$279.31**	
															Check Amount:		**$279.31**
															Vendor Total:		**$279.31**
5534		**TLC MUSIC**															
			0717	**001**	**107478**										**Check**		
					E	04	005	505	321	305	503	FY22 Spring Music		$494.20			
	PO#: 54322	**Voucher #:**		**120657**	Invoice				**Invoice No:** Apr-May 2022				**7/22/2022**		**Paid Amt:**	**$494.20**	
															Check Amount:		**$494.20**
															Vendor Total:		**$494.20**

Code	Rcd	Vendor	Co	Bank	Check No								Pmt/Void Date		Pmt Type		
27930		WAGNER PRESS & GRAPHICS															
			0717	001	107490										Check		
				E	01	300	050	000	401	000		#10 Windows with JHS return address		$340.00			
	PO#: 54074	Voucher #:		120671	Invoice			Invoice No: 35555					7/22/2022		Paid Amt:	$340.00	
				E	01	128	050	000	401	000		5th Grade Jump Start Postcards FY23		$92.64			
				E	01	128	050	000	401	000		Postage		$64.00			
	PO#: 54426	Voucher #:		120672	Invoice			Invoice No: 35549					7/22/2022		Paid Amt:	$156.64	
				E	01	128	050	000	401	000		case of #10 envelopes		$340.00			
	PO#: 54285	Voucher #:		120673	Invoice			Invoice No: 35556					7/22/2022		Paid Amt:	$340.00	
															Check Amount:		$836.64
															Vendor Total:		$836.64
11454		WOLF MOTOR CO INC															
			0717	001	107479										Check		
				E	01	005	760	733	350	000		Labor		$12.83			
				E	01	005	760	733	350	000		Hazardous materials charge		$2.99			
				E	01	005	760	733	350	000		Parts		$31.37			
	PO#: 54388	Voucher #:		120658	Invoice			Invoice No: 6236572/1					7/22/2022		Paid Amt:	$47.19	
															Check Amount:		$47.19
															Vendor Total:		$47.19
26595		WORDWARE, INC.															
			0717	001	107426										Check		
				E	01	300	292	000	405	000		Data Bridge Annual Service FY23		$1,056.00			
	PO#: 54213	Voucher #:		120418	Invoice			Invoice No: 35888					7/6/2022		Paid Amt:	$1,056.00	
															Check Amount:		$1,056.00
															Vendor Total:		$1,056.00
															Report Total:		$257,591.01

Jordan Public Schools

Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date		Pmt Type	
24385		AFLAC							
			0717	001				Wire	
				B 01 215 060		American Family/Flex Cancer	$52.95		
PO#:		Voucher #:		120465 Invoice	Invoice No: S202224S0	7/31/2022		Paid Amt:	$52.95
				B 01 215 060		American Family/Flex Cancer	$52.95		
PO#:		Voucher #:		120797 Invoice	Invoice No: S202224S1	7/31/2022		Paid Amt:	$52.95
								Check Amount:	$105.90
								Vendor Total:	$105.90
28892		AVIBEN							
			0717	001				Wire	
				B 01 215 056		American Express	$2,393.37		
PO#:		Voucher #:		120464 Invoice	Invoice No: S202224S0	7/15/2022		Paid Amt:	$2,393.37
				B 01 215 055		Equitable Life	$1,904.19		
PO#:		Voucher #:		120468 Invoice	Invoice No: S202224S0	7/15/2022		Paid Amt:	$1,904.19
				B 01 215 050		ECONOMIC SERVICES	$637.51		
PO#:		Voucher #:		120469 Invoice	Invoice No: S202224S0	7/15/2022		Paid Amt:	$637.51
				B 01 215 053		Fidelity Investment	$202.64		
PO#:		Voucher #:		120471 Invoice	Invoice No: S202224S0	7/15/2022		Paid Amt:	$202.64
				B 01 215 068		ING/Aetna	$146.78		
				B 01 215 080		First Investors Corporation	$316.68		
PO#:		Voucher #:		120472 Invoice	Invoice No: S202224S0	7/15/2022		Paid Amt:	$463.46
				B 01 215 064		Franklin Templeton	$1,107.84		
PO#:		Voucher #:		120473 Invoice	Invoice No: S202224S0	7/15/2022		Paid Amt:	$1,107.84
				B 01 215 069		Orchard Trust/Great West	$130.00		
PO#:		Voucher #:		120474 Invoice	Invoice No: S202224S0	7/15/2022		Paid Amt:	$130.00
				B 01 215 078		Horace Mann	$3,087.92		
PO#:		Voucher #:		120475 Invoice	Invoice No: S202224S0	7/15/2022		Paid Amt:	$3,087.92
				B 01 215 068		ING/Aetna	$5,633.81		
PO#:		Voucher #:		120476 Invoice	Invoice No: S202224S0	7/15/2022		Paid Amt:	$5,633.81
				B 01 215 077		Modern Woodmen	$271.51		
PO#:		Voucher #:		120480 Invoice	Invoice No: S202224S0	7/15/2022		Paid Amt:	$271.51
				B 01 215 057		Thrivent Financial	$519.70		
PO#:		Voucher #:		120484 Invoice	Invoice No: S202224S0	7/15/2022		Paid Amt:	$519.70
				B 01 215 067		Valic	$479.84		
PO#:		Voucher #:		120486 Invoice	Invoice No: S202224S0	7/15/2022		Paid Amt:	$479.84
				B 01 215 053		Fidelity Investment	$234.00		
PO#:		Voucher #:		120491 Invoice	Invoice No: S202224S10	7/15/2022		Paid Amt:	$234.00
				B 01 215 078		Horace Mann	$100.00		
PO#:		Voucher #:		120492 Invoice	Invoice No: S202224S10	32 7/15/2022		Paid Amt:	$100.00
				B 01 215 068		ING/Aetna	$165.22		
PO#:		Voucher #:		120493 Invoice	Invoice No: S202224S10	7/15/2022		Paid Amt:	$165.22

Code	Rcd	Vendor	Co	Bank	Check No			Pmt/Void Date		Pmt Type		
28892		AVIBEN										
			0717	001						Wire		
				B 01 215 056			American Express		$495.84			
PO#:		Voucher #:		120500	Invoice	Invoice No:	S2023010	7/15/2022		Paid Amt:	$495.84	
				B 01 215 053			Fidelity Investment		$83.34			
PO#:		Voucher #:		120504	Invoice	Invoice No:	S2023010	7/15/2022		Paid Amt:	$83.34	
				B 01 215 064			Franklin Templeton		$838.42			
				B 01 215 068			ING/Aetna		$97.75			
PO#:		Voucher #:		120505	Invoice	Invoice No:	S2023010	7/15/2022		Paid Amt:	$936.17	
				B 01 215 078			Horace Mann		$386.68			
PO#:		Voucher #:		120506	Invoice	Invoice No:	S2023010	7/15/2022		Paid Amt:	$386.68	
				B 01 215 068			ING/Aetna		$2,172.10			
PO#:		Voucher #:		120507	Invoice	Invoice No:	S2023010	7/15/2022		Paid Amt:	$2,172.10	
				B 01 215 057			Thrivent Financial		$266.68			
PO#:		Voucher #:		120514	Invoice	Invoice No:	S2023010	7/15/2022		Paid Amt:	$266.68	
										Check Amount:		$21,671.82
			0717	001						Wire		
				B 01 215 056			American Express		$2,393.37			
PO#:		Voucher #:		120796	Invoice	Invoice No:	S202224S1	7/31/2022		Paid Amt:	$2,393.37	
				B 01 215 055			Equitable Life		$1,904.19			
PO#:		Voucher #:		120800	Invoice	Invoice No:	S202224S1	7/31/2022		Paid Amt:	$1,904.19	
				B 01 215 050			ECONOMIC SERVICES		$637.51			
PO#:		Voucher #:		120801	Invoice	Invoice No:	S202224S1	7/31/2022		Paid Amt:	$637.51	
				B 01 215 053			Fidelity Investment		$202.64			
PO#:		Voucher #:		120803	Invoice	Invoice No:	S202224S1	7/31/2022		Paid Amt:	$202.64	
				B 01 215 068			ING/Aetna		$146.78			
				B 01 215 080			First Investors Corporation		$316.68			
PO#:		Voucher #:		120804	Invoice	Invoice No:	S202224S1	7/31/2022		Paid Amt:	$463.46	
				B 01 215 064			Franklin Templeton		$1,107.84			
PO#:		Voucher #:		120805	Invoice	Invoice No:	S202224S1	7/31/2022		Paid Amt:	$1,107.84	
				B 01 215 069			Orchard Trust/Great West		$130.00			
PO#:		Voucher #:		120806	Invoice	Invoice No:	S202224S1	7/31/2022		Paid Amt:	$130.00	
				B 01 215 078			Horace Mann		$3,087.92			
PO#:		Voucher #:		120807	Invoice	Invoice No:	S202224S1	7/31/2022		Paid Amt:	$3,087.92	
				B 01 215 068			ING/Aetna		$5,633.81			
PO#:		Voucher #:		120808	Invoice	Invoice No:	S202224S1	7/31/2022		Paid Amt:	$5,633.81	
				B 01 215 077			Modern Woodmen		$271.51			
PO#:		Voucher #:		120812	Invoice	Invoice No:	S202224S1	7/31/2022		Paid Amt:	$271.51	
				B 01 215 057			Thrivent Financial		$519.70			
PO#:		Voucher #:		120816	Invoice	Invoice No:	S202224S1	7/31/2022		Paid Amt:	$519.70	

Code	Rcd	Vendor	Co	Bank	Check No			Pmt/Void Date		Pmt Type		
28892		AVIBEN										
			0717	001						Wire		
				B 01 215 067		Valic			$479.84			
PO#:		Voucher #:		120818	Invoice	Invoice No:	S202224S1	7/31/2022		Paid Amt:	$479.84	
				B 01 215 056		American Express			$495.84			
PO#:		Voucher #:		120820	Invoice	Invoice No:	S2023020	7/31/2022		Paid Amt:	$495.84	
				B 01 215 053		Fidelity Investment			$325.34			
PO#:		Voucher #:		120824	Invoice	Invoice No:	S2023020	7/31/2022		Paid Amt:	$325.34	
				B 01 215 064		Franklin Templeton			$838.42			
				B 01 215 068		ING/Aetna			$97.75			
PO#:		Voucher #:		120825	Invoice	Invoice No:	S2023020	7/31/2022		Paid Amt:	$936.17	
				B 01 215 078		Horace Mann			$486.68			
PO#:		Voucher #:		120826	Invoice	Invoice No:	S2023020	7/31/2022		Paid Amt:	$486.68	
				B 01 215 068		ING/Aetna			$2,187.32			
PO#:		Voucher #:		120827	Invoice	Invoice No:	S2023020	7/31/2022		Paid Amt:	$2,187.32	
				B 01 215 057		Thrivent Financial			$266.68			
PO#:		Voucher #:		120834	Invoice	Invoice No:	S2023020	7/31/2022		Paid Amt:	$266.68	
										Check Amount:		$21,529.82
										Vendor Total:		$43,201.64
11747		BLUE CROSS & BLUE SHIELD										
			0717	001						Wire		
				B 01 215 020		Health Ins			$54,753.77			
PO#:		Voucher #:		120466	Invoice	Invoice No:	S202224S0	7/31/2022		Paid Amt:	$54,753.77	
				B 01 215 020		Health Ins			$3,325.71			
PO#:		Voucher #:		120488	Invoice	Invoice No:	S202224S10	7/31/2022		Paid Amt:	$3,325.71	
				B 01 215 020		Health Ins			$12,993.59			
PO#:		Voucher #:		120501	Invoice	Invoice No:	S2023010	7/31/2022		Paid Amt:	$12,993.59	
				B 01 215 020		Health Ins			$54,753.77			
				B 01 215 020		Health Ins-adj to premium			$14,758.66			
				B 01 215 024		Health Ins-Retiree			$9,960.44			
PO#:		Voucher #:		120798	Invoice	Invoice No:	S202224S1	7/31/2022		Paid Amt:	$79,472.87	
				B 01 215 020		Health Ins			$16,319.30			
PO#:		Voucher #:		120821	Invoice	Invoice No:	S2023020	7/31/2022		Paid Amt:	$16,319.30	
										Check Amount:		$166,865.24
										Vendor Total:		$166,865.24
22350		FRANDSEN BANK AND TRUST										
			0717	001						Wire		
				B 01 215 003		Fed Tax			$27,604.99			
PO#:		Voucher #:		120470	Invoice	Invoice No:	S202224S0	7/15/2022		Paid Amt:	$27,604.99	
				B 01 215 010		FICA			$9,668.02			
PO#:		Voucher #:		120478	Invoice	Invoice No:	S202224S0	7/15/2022		Paid Amt:	$9,668.02	

Code	Rcd	Vendor	Co	Bank	Check No			Pmt/Void Date		Pmt Type		
22350		FRANDSEN BANK AND TRUST										
			0717	001						Wire		
				B 01 215 010			FICA		$41,339.32			
PO#:		Voucher #:		120482	Invoice	Invoice No:	S202224S0	7/15/2022		Paid Amt:	$41,339.32	
				B 01 215 003			Fed Tax		$7,967.85			
PO#:		Voucher #:		120490	Invoice	Invoice No:	S202224S10	7/15/2022		Paid Amt:	$7,967.85	
				B 01 215 010			FICA		$3,661.84			
PO#:		Voucher #:		120494	Invoice	Invoice No:	S202224S10	7/15/2022		Paid Amt:	$3,661.84	
				B 01 215 010			FICA		$15,657.30			
PO#:		Voucher #:		120497	Invoice	Invoice No:	S202224S10	7/15/2022		Paid Amt:	$15,657.30	
				B 01 215 003			Fed Tax		$7,133.06			
PO#:		Voucher #:		120503	Invoice	Invoice No:	S2023010	7/15/2022		Paid Amt:	$7,133.06	
				B 01 215 010			FICA		$2,325.18			
PO#:		Voucher #:		120509	Invoice	Invoice No:	S2023010	7/15/2022		Paid Amt:	$2,325.18	
				B 01 215 010			FICA		$9,942.34			
PO#:		Voucher #:		120512	Invoice	Invoice No:	S2023010	7/15/2022		Paid Amt:	$9,942.34	
										Check Amount:		$125,299.90
			0717	001						Wire		
				B 01 215 002			State Tax		$13,062.44			
PO#:		Voucher #:		120479	Invoice	Invoice No:	S202224S0	7/15/2022		Paid Amt:	$13,062.44	
										Check Amount:		$13,062.44
			0717	001						Wire		
				B 01 215 002			State Tax		$4,501.42			
PO#:		Voucher #:		120495	Invoice	Invoice No:	S202224S10	7/15/2022		Paid Amt:	$4,501.42	
										Check Amount:		$4,501.42
			0717	001						Wire		
				B 01 215 002			State Tax		$3,773.77			
PO#:		Voucher #:		120510	Invoice	Invoice No:	S2023010	7/15/2022		Paid Amt:	$3,773.77	
										Check Amount:		$3,773.77
			0717	001						Wire		
				B 01 215 003			Fed Tax		$170.71			
PO#:		Voucher #:		120789	Invoice	Invoice No:	S202224S30	7/31/2022		Paid Amt:	$170.71	
				B 01 215 010			FICA		$84.38			
PO#:		Voucher #:		120790	Invoice	Invoice No:	S202224S30	7/31/2022		Paid Amt:	$84.38	
				B 01 215 010			FICA		$360.78			
PO#:		Voucher #:		120792	Invoice	Invoice No:	S202224S30	7/31/2022		Paid Amt:	$360.78	
				B 01 215 003			Fed Tax		$27,562.54			
PO#:		Voucher #:		120802	Invoice	Invoice No:	S202224S1	7/31/2022		Paid Amt:	$27,562.54	
				B 01 215 010			FICA		$9,661.94			
PO#:		Voucher #:		120810	Invoice	Invoice No:	S202224S1	7/31/2022		Paid Amt:	$9,661.94	

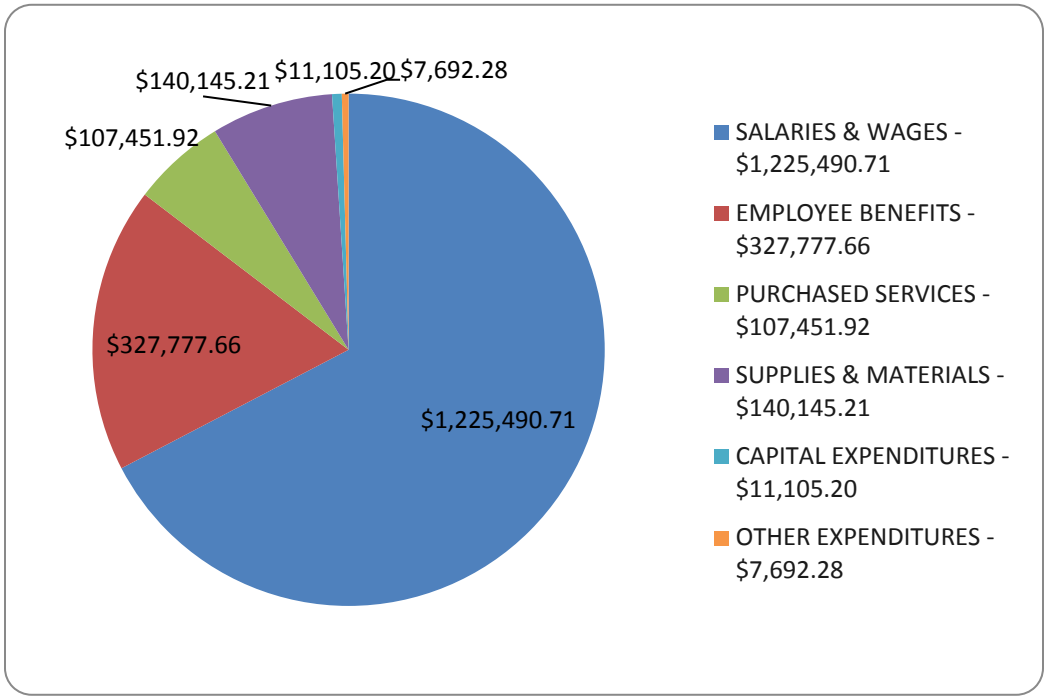
Code	Rcd	Vendor	Co	Bank	Check No			Pmt/Void Date		Pmt Type		
22350		FRANDSEN BANK AND TRUST										
			0717	001						Wire		
				B 01 215 010			FICA		$41,313.20			
PO#:		Voucher #:		120814	Invoice	Invoice No:	S202224S1	7/31/2022		Paid Amt:	$41,313.20	
				B 01 215 003			Fed Tax		$8,688.33			
PO#:		Voucher #:		120823	Invoice	Invoice No:	S2023020	7/31/2022		Paid Amt:	$8,688.33	
				B 01 215 010			FICA		$3,920.46			
PO#:		Voucher #:		120829	Invoice	Invoice No:	S2023020	7/31/2022		Paid Amt:	$3,920.46	
				B 01 215 010			FICA		$16,762.98			
PO#:		Voucher #:		120832	Invoice	Invoice No:	S2023020	7/31/2022		Paid Amt:	$16,762.98	
										Check Amount:		$108,525.32
			0717	001						Wire		
				B 01 215 002			State Tax		$97.15			
PO#:		Voucher #:		120791	Invoice	Invoice No:	S202224S30	7/31/2022		Paid Amt:	$97.15	
										Check Amount:		$97.15
			0717	001						Wire		
				B 01 215 002			State Tax		$13,049.32			
PO#:		Voucher #:		120811	Invoice	Invoice No:	S202224S1	7/31/2022		Paid Amt:	$13,049.32	
										Check Amount:		$13,049.32
			0717	001						Wire		
				B 01 215 002			State Tax		$5,268.35			
PO#:		Voucher #:		120830	Invoice	Invoice No:	S2023020	7/31/2022		Paid Amt:	$5,268.35	
										Check Amount:		$5,268.35
										Vendor Total:		$273,577.67
4689		JORDAN EDUCATION FOUNDATION										
			0717	001	107491					Check		
				B 01 215 020			Health Ins		$7.00			
PO#:		Voucher #:		120477	Invoice	Invoice No:	S202224S0	7/15/2022		Paid Amt:	$7.00	
				B 01 215 020			Health Ins		$45.00			
PO#:		Voucher #:		120508	Invoice	Invoice No:	S2023010	7/15/2022		Paid Amt:	$45.00	
										Check Amount:		$52.00
			0717	001	107504					Check		
				B 01 215 020			Health Ins		$7.00			
PO#:		Voucher #:		120809	Invoice	Invoice No:	S202224S1	7/31/2022		Paid Amt:	$7.00	
				B 01 215 020			Health Ins		$45.00			
PO#:		Voucher #:		120828	Invoice	Invoice No:	S2023020	7/31/2022		Paid Amt:	$45.00	
										Check Amount:		$52.00
										Vendor Total:		$104.00

Code	Rcd	Vendor	Co	Bank	Check No			Pmt/Void Date			Pmt Type	
23795		**NATIONAL INSURANCE SERVICES**										
			0717	**001**	**107505**						**Check**	
				B 01 215 036			Accident			$1.60		
PO#:		**Voucher #:**		**120463**	Invoice	**Invoice No:**	S202224S0	**7/31/2022**			**Paid Amt:**	**$1.60**
				B 01 215 027			Supplemental Life Ins			$9.80		
				B 01 215 035			Life			$875.00		
				B 01 215 065			Disability			$1,198.21		
PO#:		**Voucher #:**		**120481**	Invoice	**Invoice No:**	S202224S0	**7/31/2022**			**Paid Amt:**	**$2,083.01**
				B 01 215 027			Supplemental Life Ins			$4.20		
				B 01 215 035			Life			$22.40		
				B 01 215 065			Disability			$83.05		
PO#:		**Voucher #:**		**120496**	Invoice	**Invoice No:**	S202224S10	**7/31/2022**			**Paid Amt:**	**$109.65**
				B 01 215 035			Life			$97.20		
				B 01 215 065			Disability			$228.61		
PO#:		**Voucher #:**		**120511**	Invoice	**Invoice No:**	S2023010	**7/31/2022**			**Paid Amt:**	**$325.81**
				B 01 215 036			Accident			$1.60		
PO#:		**Voucher #:**		**120795**	Invoice	**Invoice No:**	S202224S1	**7/31/2022**			**Paid Amt:**	**$1.60**
				B 01 215 027			Supplemental Life Ins			$9.80		
				B 01 215 035			Life			$875.00		
				B 01 215 065			Disability			$1,198.21		
				B 01 215 027			Supplemental Life Ins-adj to premium			$14.00		
				B 01 215 035			Life Ins-adj to premium			$31.00		
				B 01 215 026			Retiree Life Ins			$56.00		
				B 01 215 065			Disability Ins-adj to premium			$463.77		
PO#:		**Voucher #:**		**120813**	Invoice	**Invoice No:**	S202224S1	**7/31/2022**			**Paid Amt:**	**$2,647.78**
				B 01 215 027			Supplemental Life Ins			$4.20		
				B 01 215 035			Life			$120.80		
				B 01 215 065			Disability			$319.37		
PO#:		**Voucher #:**		**120831**	Invoice	**Invoice No:**	S2023020	**7/31/2022**			**Paid Amt:**	**$444.37**
											Check Amount:	**$5,613.82**
											Vendor Total:	**$5,613.82**
21993		**PUBLIC EMPLOYEES RETIREMENT ASSN**										
			0717	**001**							**Wire**	
				B 01 215 014			PERA			$7,212.71		
PO#:		**Voucher #:**		**120498**	Invoice	**Invoice No:**	S202224S10	**7/15/2022**			**Paid Amt:**	**$7,212.71**
				B 01 215 014			PERA			$4,127.65		
PO#:		**Voucher #:**		**120513**	Invoice	**Invoice No:**	S2023010	**7/15/2022**			**Paid Amt:**	**$4,127.65**
											Check Amount:	**$11,340.36**

Code	Rcd	Vendor	Co	Bank	Check No			Pmt/Void Date			Pmt Type		
21993		**PUBLIC EMPLOYEES RETIREMENT ASSN**											
			0717	**001**							**Wire**		
				B	01	215	014		PERA		$34.12		
PO#:		**Voucher #:**		**120793**	Invoice			**Invoice No:** S202224S30		**7/31/2022**		**Paid Amt:**	**$34.12**
				B	01	215	014		PERA		$10,122.50		
PO#:		**Voucher #:**		**120833**	Invoice			**Invoice No:** S2023020		**7/31/2022**		**Paid Amt:**	**$10,122.50**
												Check Amount:	**$10,156.62**
												Vendor Total:	**$21,496.98**
26971		**SELECT/MII LIFE**											
			0717	**001**							**Wire**		
				B	01	215	090		Flex-Dep Care		$3,775.03		
				B	01	215	091		Flex-Medical Care		$372.92		
PO#:		**Voucher #:**		**120483**	Invoice			**Invoice No:** S202224S0		**7/31/2022**		**Paid Amt:**	**$4,147.95**
				B	01	215	090		Flex-Dep Care		$3,775.03		
				B	01	215	090		Flex-Dep Care-adj to claims		$8,588.68		
				B	01	215	091		Flex-Medical Care		$372.92		
				B	01	215	091		Flex-Medical Care-adj to claims		($745.84)		
PO#:		**Voucher #:**		**120815**	Invoice			**Invoice No:** S202224S1		**7/31/2022**		**Paid Amt:**	**$11,990.79**
												Check Amount:	**$16,138.74**
												Vendor Total:	**$16,138.74**
21994		**TEACHERS RETIREMENT ASSN**											
			0717	**001**							**Wire**		
				B	01	215	018		TRA		$59,288.95		
PO#:		**Voucher #:**		**120485**	Invoice			**Invoice No:** S202224S0		**7/15/2022**		**Paid Amt:**	**$59,288.95**
				B	01	215	018		TRA		$9,393.22		
PO#:		**Voucher #:**		**120499**	Invoice			**Invoice No:** S202224S10		**7/15/2022**		**Paid Amt:**	**$9,393.22**
				B	01	215	018		TRA		$7,059.31		
PO#:		**Voucher #:**		**120515**	Invoice			**Invoice No:** S2023010		**7/15/2022**		**Paid Amt:**	**$7,059.31**
												Check Amount:	**$75,741.48**
			0717	**001**							**Wire**		
				B	01	215	018		TRA		$363.18		
PO#:		**Voucher #:**		**120794**	Invoice			**Invoice No:** S202224S30		**7/31/2022**		**Paid Amt:**	**$363.18**
				B	01	215	018		TRA		$59,255.47		
PO#:		**Voucher #:**		**120817**	Invoice			**Invoice No:** S202224S1		**7/31/2022**		**Paid Amt:**	**$59,255.47**
				B	01	215	018		TRA		$8,201.25		
PO#:		**Voucher #:**		**120835**	Invoice			**Invoice No:** S2023020		**7/31/2022**		**Paid Amt:**	**$8,201.25**
												Check Amount:	**$67,819.90**
												Vendor Total:	**$143,561.38**
												Report Total:	**$670,665.37**

FUND 01 - EXP GUIDELINE BY OBJECT

JULY, 2022



TOTAL EXPENDITURES – FUND 01 - THROUGH JULY, 2022 - $1,819,662.98

The following resolution was moved by _____ and seconded by _____:

RESOLUTION ACCEPTING DONATIONS

WHEREAS, Minnesota Statutes 123B.02, Subd. 6 provides: "The board may receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, or for the benefit of pupils thereof, including trusts created to provide pupils of the district with advanced education after completion of high school, in the advancement of education."; and

WHEREAS, Minnesota Statutes 465.03 provides: "Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full."; and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full;

THEREFORE, BE IT RESOLVED, that the School Board of Jordan Public Schools ISD 717 gratefully accepts the following donations as identified below:

Donor	Designated Purpose	Amount / Item(s)
Char Senske	Choir Music	$80
Anonymous	JES Phy Ed	$500

The vote on adoption of the Resolution was as follows:
Aye:_____

_____

Nay: _____

Absent: _____
Whereupon, said Resolution was declared duly adopted.

_____ _____
School Board Clerk Date

JORDAN PUBLIC SCHOOLS
POLICY

Adopted: July 9, 2012

Revised: August 8h, 2022

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. "Covered active duty" means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

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

B. "Covered servicemember" means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any

time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

C. "Eligible employee" means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.

E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.

F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:

1. a military medical treatment facility as an outpatient; or

2. a unit established for the purpose of providing command and control of

members of the Armed Forces receiving care as outpatients.

G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;

2. to attend military events and related activities of a covered military member;

3. to address issues related to childcare and school activities of a covered military member's child;

4. to address financial and legal arrangements for a covered military member;

5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;

6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;

7. to attend post-deployment activities related to a covered military member;

8. to address care needs of a covered military member's parent who is incapable of self-care; and

9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. inpatient care in a hospital, hospice, or residential medical care facility; or

2. continuing treatment by a health care provider.

I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered

into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

J. "Veteran" has the meaning given in 38 United States Code section 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:

   a. birth of the employee's child and to care for such child;

   b. placement of an adopted or foster child with the employee;

   c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;

   d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or

   e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.

2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.

3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.

4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.

5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:

   a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

   b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

      (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or

      (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

      (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

      (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

6. Eligible spouses employed by the school district are limited to an

aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.

9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.

10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.

11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.

12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.

13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

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

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

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be

determined by the employee but must not exceed 12 weeks unless agreed to by the school district. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the school district so that the total leave does not exceed 12 weeks, unless agreed to by the school district, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the school district reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child, the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

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

2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.

3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.

4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.

5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the

requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.

7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.

B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:

1. take leave for the entire period or periods of the planned medical treatment; or

2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.

C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.

1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.

2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the

employee's return from leave would occur during the last two weeks of the semester.

3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.

4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

VI. OTHER

A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.

B. This policy will be reviewed at least annually for compliance with state and federal law.

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

38 U.S.C. § 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin "M" (Licensed and Non-Licensed School District Employee Leave)

JORDAN PUBLIC SCHOOLS
POLICY

Adopted: October 8, 2012

Revised: August 8th, 2022

413 HARASSMENT AND VIOLENCE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to maintain a learning and working environment free from harassment and violence on the basis of Protected Class. The school district prohibits any form of harassment or violence on the basis of Protected Class.

B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's Protected Class, as defined by this policy. (For purposes of this policy, school district personnel include school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)

C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's Protected Class.

D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's Protected Class, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel found to have violated this policy.

III. DEFINITIONS

A. "Assault" is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;

2. the intentional infliction of or attempt to inflict bodily harm upon another; or

3. the threat to do bodily harm to another with present ability to carry out the threat.

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

1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;

2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or

3. otherwise adversely affects an individual's employment or academic opportunities.

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

D. Protected Classifications; Definitions

1. "Disability" means, with respect to an individual who:

a. a physical, sensory, or mental impairment that materially limits one or more major life activities of such individual;

b. has a record of such an impairment; or

c. is regarded as having such an impairment.

2. "Familial status" means the condition of one or more minors being domiciled with:

a. their parent or parents or the minor's legal guardian; or

b. the designee of the parent or parents or guardian with the written

permission of the parent or parents or guardian. The protections afforded against harassment or discrimination on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.

3. "Marital status" means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment or discrimination on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.

4. "National origin" means the place of birth of an individual or of any of the individual's lineal ancestors.

5. "Sex" includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.

6. "Sexual orientation" means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one's biological maleness or femaleness. "Sexual orientation" does not include a physical or sexual attachment to children by an adult.

7. "Status with regard to public assistance" means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

E. "Remedial response" means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment; Definition

1. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or

b. submission to or rejection of that conduct or communication by an

individual is used as a factor in decisions affecting that individual's employment or education; or

c. that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.

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

a. unwelcome verbal harassment or abuse;

b. unwelcome pressure for sexual activity;

c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;

d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;

e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or

f. unwelcome behavior or words directed at an individual because of sexual orientation, including gender identity or expression,.

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof that involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minnesota Statutes section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.

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

a. touching, patting, grabbing, or pinching another person's intimate parts

b. coercing, forcing, or attempting to coerce or force the touching of

anyone's intimate parts;

c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or

d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to an individual's Protected Class.

IV. REPORTING PROCEDURES

A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of Protected Class by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct that may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.

C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

D. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or

complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.

F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.

G. In the District. The school board hereby designates the Payroll and Benefits Specialist as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.[1]

H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.

I. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.

J. Use of formal reporting forms is not mandatory.

K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

[1] In some school districts the superintendent may be the human rights officer. If so, an alternative individual should be designated by the school board.

L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.

N. False accusations or reports of violence or harassment against another person are prohibited.

O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

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

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

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

V. INVESTIGATION

A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.

B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

C. In determining whether alleged conduct constitutes a violation of this policy, the

school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.

E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.

B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the targets or victims and alleged perpetrators of harassment or violence, the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.

C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or

Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

VII. RETALIATION OR REPRISAL

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

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

IX. HARASSMENT OR VIOLENCE AS ABUSE

A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minnesota Statutes chapter 260E may be applicable.

B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

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

B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.

C. This policy shall appear in the student handbook.

D. The school district will develop a method of discussing this policy with students and employees.

E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, resourcefulness, and/or sexual abuse prevention.

F. This policy shall be reviewed at least annually for compliance with state and federal law.

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

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

Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

INDEPENDENT SCHOOL DISTRICT NO. 717
HARASSMENT AND VIOLENCE REPORT FORM

General Statement of Policy Prohibiting Harassment and Violence

Independent School District No. 717 maintains a firm policy prohibiting all forms of discrimination. Harassment or violence against students or employees or groups of students or employees on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability is strictly prohibited. All persons are to be treated with respect and dignity. Harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, including gender identity or expression, or disability by any pupil, teacher, administrator, or other school personnel, which create an intimidating, hostile, or offensive environment will not be tolerated under any circumstances.

Complainant_____
Home Address_____
Work Address_____
Home Phone_____ Work Phone_____

Date of Alleged Incident(s)_____

Basis of Alleged Harassment/Violence - circle as appropriate: race \ color \ creed \ religion \ national origin \ sex \ age \ marital status \ familial status \ status with regard to public assistance \ sexual orientation \ gender identity or expression \ disability

Name of person you believe harassed or was violent toward you or another person or group.
_____

If the alleged harassment or violence was toward another person or group, identify that person or group._____
_____

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e., threats, requests, demands, etc.); what, if any, physical contact was involved; etc. (Attach additional pages if necessary.) _____
_____
_____
_____

Where and when did the incident(s) occur?_____
_____
_____

List any witnesses that were present_____
_____

This complaint is filed based on my honest belief that _____ has harassed or has been violent to me or to another person or group. I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge and belief.

_____ _____

(Complainant Signature) (Date)

Received by_____ _____

(Date)

JORDAN PUBLIC SCHOOLS
POLICY

Adopted: July 9, 2012

Revised: August 8th, 2022

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to fully comply with Minn. Stat. Ch. 260E requiring school personnel to report suspected child neglect or physical or sexual abuse.

B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

III. DEFINITIONS

A. "Accidental" means a sudden, not reasonably foreseeable, and unexpected occurrence or event that:

1. is not likely to occur and could not have been prevented by exercise of due care; and

2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.

B. "Child" means one under age 18 and, for purposes of Minn. Stat. Ch. 260C (Juvenile Safety and Placement) and Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18).

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

D. "Mandated reporter" means any school personnel who knows or has reason to believe a child is being maltreated within the preceding three years.

E. "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.

F. "Neglect" means the commission or omission of any of the acts specified below, other than by accidental means:

1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health care, medical, or other care required for the child's physical or mental health when reasonably able to do so;

2. failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;

3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child's own basic needs or safety, or the basic needs or safety of another child in his or her care;

4. failure to ensure that a child is educated in accordance with state law, which does not include a parent's refusal to provide his or her child with sympathomimetic medications;

5. prenatal exposure to a controlled substance as defined in state law used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;

6. medical neglect as defined by Minn. Stat. § 260C.007, Subd. 4 6, Clause (5);

7. chronic and severe use of alcohol or a controlled substance by a person responsible for the care of the child that adversely affects the child's basic needs and safety; or

8. emotional harm from a pattern of behavior that contributes to impaired emotional functioning of the child, which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

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

G. "Nonmaltreatment mistake" occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.

H. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employee or agent, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.

I. "Physical abuse" means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child's care on a child other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. § 125A.0942 or § 245.825.

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

Actions that are not reasonable and moderate include, but are not limited to, any of the following (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions that result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner, in order to control or punish the child, or other substances that substantially affect the child's behavior, motor coordination, or judgment, or that result in sickness or internal injury, or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.

J. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, if known.

K. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.

L. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor that constitutes a violation of Minnesota statutes prohibiting prostitution, or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse that includes the status of a parent or household member who has committed a violation which requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).

M. "Threatened injury" means a statement, overt act, condition, or status that

represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm; (2) been found to be palpably unfit; (3) committed an act that resulted in an involuntary termination of parental rights; (4) , or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative.

IV. REPORTING PROCEDURES

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

B. An oral report shall be made immediately, by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assisting or investigating the report. Any written report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment of the child if the person is known, the nature and extent of the maltreatment and the name and address of the reporter.

C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

D. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.

E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.

F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including

termination of employment.

G. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.

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

V. INVESTIGATION

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

B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.

C. Except where the alleged offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the

disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.

D. Where the alleged offender is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.

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

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

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

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

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

A. This policy shall appear in school personnel handbooks.

B. The school district will develop a method of discussing this policy with school personnel.

C. This policy shall be reviewed at least annually for compliance with state law.

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

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

Confidential Student Maltreatment Reporting Form

Date submitted: _____ SMP File # _____(MDE staff use only)

REPORTER (Reporter is confidential under Minnesota Statutes, section 260E.)

Name:_____ Title:_____ Phone:_____

Address:_____ City:_____ State:_____ Zip:_____

Email:_____ Mandated Reporter: ◯ Yes ◯ No

SCHOOL INFORMATION (Current Enrollment Location of Alleged Victim)

ISD#: _____ School District: _____School/ Program Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Principal/Director: _____ Phone:_____

Email: _____

Transportation Company Contact:_____ Phone:_____

Email: _____

ALLEGED VICTIM

Name:_____ Address:_____ City:_____ State:_____ Zip:_____

Male ◯ Female ◯ DOB:_____ Grade:_____ Race/Ethnicity:_____

Receives Special Education Services: ◯ Yes ◯ No Primary Disability Category:_____

Alleged Victim is over the age of 18: ◯ Yes ◯ No (If over 18, please provide the following contact information)

Alleged Victim Phone: _____ Alleged Victim Email:_____

Alleged Victim has a legal guardian: ◯ Yes ◯ No

Parent/Guardian 1:_____ Phone:_____ Email:_____

Address:_____ City:_____ State:_____ Zip:_____

Parent/Guardian 2:_____ Phone:_____ Email:_____

Address:_____ City:_____ State:_____ Zip:_____

Minnesota Department of Education
Student Maltreatment Program
1500 Highway 36 West, Roseville, MN 55113-4266
Reporting Line: 651-582-8546
Fax: 651-797-1601
Email: mde.student-maltreatment@state.mn.us

November. 2020

ALLEGED OFFENDER

Name:_____ Position:_____ DOB:_____ Male ◯ Female ◯

Home Address:_____ City:_____ State:_____ Zip:_____

Email: _____

Race/Ethnicity:_____ Phone:_____ Alternate Phone:_____

Licensed: ◯ Yes ◯ No

If licensed, name of licensing board(s):_____ License/Folder # _____

INCIDENT

Date:_____ Time:_____ Setting (i.e. Bus, Classroom):_____

Location and Address (if different than enrolled school):_____

Witness _____Phone:_____

Witness _____Phone:_____

Police Notified: ◯ Yes ◯ No Police Department:_____

Police Contact:_____ Phone:_____ Case #:_____

Alleged Maltreatment: Physical Abuse ☐ Sexual Abuse ☐ Neglect ☐ Unknown ☐

Injury: ◯ Yes ◯ No

Description of Incident and Injury: (please attach additional documentation, if needed)

JORDAN PUBLIC SCHOOLS
POLICY

Adopted: July 9, 2012

Revised: August 8th, 2022

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to comply fully with Minnesota Statutes section 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.

B. A violation of this policy occurs when any school personnel fails to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

III. DEFINITIONS

A. "Abuse" means:

1. An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in Minnesota Statutes sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in Minnesota Statutes section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in Minnesota Statutes section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in Minnesota Statutes sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction.

2. Conduct which is not an accident or therapeutic conduct as defined in Minnesota Statutes section 626.5572 which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or

corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under Minnesota Statutes section 245.825.

3. Any sexual contact or penetration as defined in Minn. Stat. § 609.341between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility.

4. The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another.

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

B. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.

C. "Common entry point" means the entity responsible for receiving reports of alleged or suspected maltreatment of a vulnerable adult and designated by the Commissioner of the Minnesota Department of Human Services as the MN Adult Abuse Reporting Center (MAARC).

D. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.

E. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

F. "Mandated reporter" means a professional or professional's delegate while engaged in education.

G. "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.

H. "Neglect" means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 17.

I. Neglect also means the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. §Minnesota Statutes section 626.5572, Subd. 17.

J. "School personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.

K. "Vulnerable adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minnesota Statutes chapter 245A, except as excluded under Minnesota Statutes section 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or whether any type of service is received, possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to provide adequately for the individual's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

IV. REPORTING PROCEDURES

A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.

B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.

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

D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.

E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.

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

V. INVESTIGATION

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

VI. DISSEMINATION OF POLICY AND TRAINING

A. This policy should appear in school personnel handbooks as appropriate.

B. The school district will develop a method of discussing this policy with employees as appropriate.

C. This policy should be reviewed at least annually for compliance with state law.

Legal References:
Minn. Stat. § 13.02 (Government Data Practices; Definitions)
Minn. Stat. Ch. 245A (Human Services Licensing)
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
Minn. Stat. §§ 609.221-609.224 (Assault)
Minn. Stat. § 609.232 (Crimes Against Vulnerable Adults; Definitions)
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

Cross References:
MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

JORDAN PUBLIC SCHOOLS
POLICY

Adopted: July 9, 2012

Revised: August 8th, 2022

506 STUDENT DISCIPLINE

I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56.

In view of the foregoing and in accordance with Minnesota Statutes sections 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. AREAS OF RESPONSIBILITY

A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.

B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.

C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent

bodily harm or death to another.

F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.

H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

IV. STUDENT RIGHTS

All students have the right to an education and the right to learn.

V. STUDENT RESPONSIBILITIES

All students have the responsibility:

A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;

B. To attend school daily, except when excused, and to be on time to all classes and other school functions;

C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;

D. To make necessary arrangements for making up work when absent from school;

E. To assist the school staff in maintaining a safe school for all students;

F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;

G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;

H. To be aware of and comply with federal, state, and local laws;

I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;

J. To respect and maintain the school's property and the property of others;

K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;

L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;

M. To conduct themselves in an appropriate physical or verbal manner; and

N. To recognize and respect the rights of others.

VI. CODE OF STUDENT CONDUCT

A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;

2. The use of profanity or obscene language, or the possession of obscene materials;

3. Gambling, including, but not limited to, playing a game of chance for stakes;

4. Violation of the school district's Hazing Prohibition Policy;

5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;

6. Violation of the school district's Student Attendance Policy;

7. Opposition to authority using physical force or violence;

8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment Policy;

9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;

10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances, or look-alike substances, except as prescribed by a physician, including one student sharing prescription medication with another student;

11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;

12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;

13. Violation of the school district's Weapons Policy;

14. Violation of the school district's Violence Prevention Policy;

15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;

16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;

17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;

18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;

19. Violation of any local, state, or federal law as appropriate;

20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;

21. Violation of the school district's Internet Acceptable Use and Safety Policy;

22. Possession of nuisance devices or objects which cause distractions and may facilitate cheating including, but not limited to, pagers, radios, and phones, including picture phones;

23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;

24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;

25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;

26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;

27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;

28. Possession or distribution of slanderous, libelous, or pornographic materials;

29. Violation of the school district' Bullying Prohibition Policy;

30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise

derogatory to a protected minority group or which connotes gang membership;

31. Criminal activity;

32. Falsification of any records, documents, notes, or signatures;

33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;

34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;

35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;

36. Violation of the school district's Harassment and Violence Policy;

37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;

38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;

39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;

40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;

41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;

42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;

43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;

44. Violation of the school district's one-to-one device rules and regulations;

45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;

46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

VII. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;

B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.

C. Parent contact;

D. Parent conference;

E. Removal from class;

F. In-school suspension;

G. Suspension from extracurricular activities;

H. Detention or restriction of privileges;

I. Loss of school privileges;

J. In-school monitoring or revised class schedule;

K. Referral to in-school support services;

L. Referral to community resources or outside agency services;

M. Financial restitution;

N. Referral to police, other law enforcement agencies, or other appropriate authorities;

O. A request for a petition to be filed in district court for juvenile delinquency adjudication;

P. Out-of-school suspension under the Pupil Fair Dismissal Act;

Q. Preparation of an admission or readmission plan;

R. Saturday school;

S. Expulsion under the Pupil Fair Dismissal Act;

T. Exclusion under the Pupil Fair Dismissal Act; and/or

U. Other disciplinary action as deemed appropriate by the school district.

VIII. REMOVAL OF STUDENTS FROM CLASS

A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;

3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or

4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

C. Procedures for Removal of a Student From a Class.

1. Each teacher has the discretion to remove a student for inappropriate behavior as determined by the teacher. Upon asking the student to leave the classroom and report to the office, the teacher will notify the main office of the name of the student removed.
2. Disciplinary action may be taken as a result of any behavior which is disruptive of the education processes or which violates the rights of others. The acts set forth in the disciplinary policy are unacceptable and subject to disciplinary action in school buildings, on the school buses, school grounds and at school sponsored activities.
3. Teachers will contact the administration and/or complete appropriate behavior referral form in a timely manner.

D. Responsibility for and Custody of a Student Removed From Class.

1. Each teacher has the discretion to determine how to deal with inappropriate behavior by a student. The teacher may instruct the student to a designated supervised area or the office. When they are sent to the office, the teacher will notify the office staff of the name of the student reporting to the office. When appropriate or necessary, the teacher will contact the office to request an escort.

2. Administrators have broad discretion to determine the consequences based on the minimum and maximum consequences established in the student handbooks. In unusual situations administrators may impose discipline less than the minimum. In the event the student has engaged in the same or similar behavior in the past or has engaged in persistent violation of school rules, the maximum penalties may be increased.

E. Procedures for Return of a Student to a Class from Which the Student Was Removed.

1. Administrators will take appropriate action for each student removed from class on a case-by-case basis. Such action may include, but is not limited to, warning, student conference, parent conference, detention, or suspension.

F. Procedures for Notification.

Parents will be notified of consequences when students are dismissed from class. Notification may be in the form of a phone call, written communication, or conference.

G. Disabled Students; Special Provisions.

1. Consideration of whether there is a need for further assessment will be determined by the Individual Education Plan (IEP) team members.

2. Consideration of whether there is a need for a review of the adequacy of the current Individual Education Plan (IEP) of a disabled student who is removed from class or disciplined will be determined by the IEP team members.

H. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.

1. A chemical abuse pre-assessment team will be established pursuant to Minnesota Statutes section 121A.26;

2. Establishment of teacher reporting procedures to the chemical abuse preassessment team pursuant to Minnesota Statutes section 121A.29

I. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.

J. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior.

K. Any Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems.

IX. DISMISSAL

A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to provide alternative educational services before dismissal proceedings, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;

2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or

3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. <u>Suspension Procedures</u>

1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.

2. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the pupil's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

4. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate

in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6^{th}) consecutive day of suspension or the tenth (10^{th}) cumulative day of suspension has elapsed.

5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes section 123A.05 selected to allow the pupil to progress toward meeting graduation standards under Minnesota Statutes section 120B.02, although in a different setting.

6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

7. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:

    a. strongly encourage a parent or guardian of the student to attend school with the student for one day;

    b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and

    c. petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.

8. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40-121A.56, shall be personally served upon the student at or before

the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)

9. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.

10. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

11. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

D. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.

2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.

3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56.

4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56; describe

alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.

7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.

8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.

9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.

11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.

12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent

or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.

16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.

17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.

18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.

19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

X. ADMISSION OR READMISSION PLAN

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior, including completing a character education program consistent with Minnesota Statutes section 120B.232, subdivision 1, and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

XI. NOTIFICATION OF POLICY VIOLATIONS

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each physical assault of a school district employee by a student within thirty (30) days of the assault. This report must include a statement of the alternative educational services or other sanction, intervention, or resolution given to the student in response to the assault and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the student's age, grade, gender, race, and special education status.

XII. STUDENT DISCIPLINE RECORDS

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13.

XIII. STUDENTS WITH DISABILITIES

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

XIV. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XV. DISTRIBUTION OF POLICY

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

XVI. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is

working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.60 (Definitions)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch.125A (Special Education and Special Programs)
Minn. Stat. § 152.22, Subd. 6 (Definitions)
Minn. Stat. § 152.23 (Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq*. (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)

MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Jordan Public Schools

Suspension Notice

Student Name:	**Grade**:	**School**:
Name of Referring Staff:		**Date**:

TO: Parent/Guardian Name: **Phone:**

Address:

This is notification that your child _____ has been suspended. The suspension will begin on the following date: _____ at _____ o'clock. This suspension is for _____ days.

The student **must** return to my office on _____ at _____ with **or** without a parent or guardian.

Signature of Administrator: **Phone Number:**

Grounds for Suspension: ☐ Violation of school regulations
☐ Conduct that disrupted the education of others
☐ Conduct that endangered the student, other students, or school property

Statement of Facts Leading to Suspension ***(if incident involved a "dangerous weapon," description of the weapon required.)***

Statement of Student: ☐Student agrees with the above statement of facts.
☐Student does not agree with the above statement of facts, and his/her statement follows

_____

Student Signature: _____ **Date:** _____

☐ Student sent home without a conference because of an immediate or substantial danger.

Readmission Plan:

_____

***** Student is NOT allowed on any school district property during the suspension*****

For All Students: Including this suspension, the <u>total</u> days of suspension during this school year: _____
If the total number of days exceeds **10**, the school will assist the parent(s) in accessing a ***Mental Health Screening***.

For Students with IEP's: If the total number of days is **5 or more or exceeds 10 cumulative for the year, a *Manifestation Determination Review*** has been scheduled as a part of this suspension.
Date of Meeting: _____

For all Students: Total number of days of in-school suspension in addition to these day: _____

As required by the Minnesota Pupil Fair Dismissal Act, a summary of the Act is enclosed for your review. (2011)

JORDAN PUBLIC SCHOOLS
POLICY

Adopted: July 9, 2012

Revised: August 8th, 2022

514 BULLYING PROHIBITION POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.

B. No teacher, administrator, volunteer, contractor, or other employee of the school

district shall permit, condone, or tolerate bullying.

C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.

E. False accusations or reports of bullying against another student are prohibited.

F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506). The school district may take into account the following factors:

1. The developmental ages and maturity levels of the parties involved;

2. The levels of harm, surrounding circumstances, and nature of the behavior;

3. Past incidences or past or continuing patterns of behavior;

4. The relationship between the parties involved; and

5. The context in which the alleged incidents occurred.

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

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

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

G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school

district who is found to have violated this policy.

III. DEFINITIONS

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

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

1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or

2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

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

B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.

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

D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:

1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;

2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or

3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic

status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

E. "On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.

G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.

H. "Student" means a student enrolled in a public school or a charter school.

I. For further clarification, the PBIS Committee and District Administration has defined working definitions that will include, but are not limited to, teasing, harassment, conflict, and bullying.

IV. REPORTING PROCEDURE

A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.

C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.

E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.

F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.

G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.

B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.

C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

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

E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.

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

VI. RETALIATION OR REPRISAL

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

VII. TRAINING AND EDUCATION

A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

B. The school district shall require ongoing professional development, consistent with Minnesota Statutes section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:

1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;

2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;

3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;

4. The incidence and nature of cyberbullying; and

5. Internet safety and cyberbullying.

C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.

D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.

E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

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

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

1. Engage all students in creating a safe and supportive school environment;

2. Partner with parents and other community members to develop and implement prevention and intervention programs;

3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;

4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;

5. Teach students to advocate for themselves and others;

6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and

7. Foster student collaborations that, in turn, foster a safe and supportive school climate.

F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See MSBA/MASA Model Policy 515) in the student handbook.

VIII. NOTICE

A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.

B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.

C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.

D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See MSBA/MASA Model Policy 506) distributed to parents at the beginning of each school year.

E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.

F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

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

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

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

Jordan High School - Bullying/Incident Report Form

At the Jordan School District - safety, tolerance, and respect are important behaviors in our schools. We expect it of all students and staff. Please use this form to share your concern. This report will be reviewed by a school counselor or principal within 24 hours.

* Required

1. **Date of incident:** *

   Example: December 15, 2012

2. **Time of incident (for example, after 2nd hour):** *

3. **Location of incident:** *
   Mark only one oval.

   - Freshman Hall
   - Sophomore Hall
   - Junior Hall
   - Senior Hall
   - Bathroom
   - Bus
   - Classroom
   - Commons
   - Gym
   - Library
   - Locker Room
   - Multi-Purpose Room
   - Online
   - Outside
   - Weight Room
   - Other

4. **If other, please explain:**

5. **Names of people involved:**

6. **Please report the details of the incident:** *

7. **This incident can be described the following way:** *
Mark only one oval.

- ◯ Bullying
- ◯ Cyberbullying
- ◯ General concern

8. **This is the Bullying Reporting Site. However this site is only monitored on school calendar days. This is not a crisis line. If you have immediate safety concerns involving a physical threat, suicidal thoughts or threats, or concerns about a weapon or anyone's immediate physical safety, please call 911.** *
Check all that apply.

- ☐ Please check the box to show that you have read the above statement.

Powered by
Google Forms

Jordan Middle School - Bullying/Incident Report Form

At the Jordan School District - safety, tolerance, and respect are important behaviors in our schools. We expect it of all students and staff. Please use this form to share your concern. This report will be review by a school counselor or principal within 24 hours.

* Required

1. **Date of incident:** *

   Example: December 15, 2012

2. **Time of incident (for example, after 2nd hour):** *

3. **Location of incident:** *
   Mark only one oval.

   - 5th and 6th Grade Pod
   - 7th and 8th Grade Pod
   - Bathroom
   - Bus
   - Bus Stop
   - Classroom
   - Commons and/or lunchroom area
   - Industrial Tech Hallway
   - Locker Room
   - Media Center/Library
   - Online
   - Playground
   - Other

4. **If other, please explain:**

5. **Names of people involved:**

6. **Please report the details of the incident:** *

7. **This incident can be described the following way:** *
Mark only one oval.

- ◯ Bullying
- ◯ Cyberbullying
- ◯ General concern

8. **This is the Bullying Reporting Site. However this site is only monitored on school calendar days. This is not a crisis line. If you have immediate safety concerns involving a physical threat, suicidal thoughts or threats, or concerns about a weapon or anyone's immediate physical safety, please call 911.** *
Check all that apply.

- ☐ Please check the box to show that you have read the above statement.

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Jordan Elementary School - Bullying/Incident Report Form

At the Jordan School District - safety, tolerance, and respect are important behaviors in our schools. We expect it of all students and staff. Please use this form to share your concern. This report will be reviewed by a school social worker or principal within 24 hours.

* Required

1. **Date of incident:** *

   Example: December 15, 2012

2. **Time of incident (for example, after 2nd hour):** *

3. **Location of incident:** *
   Mark only one oval.

   - Bathroom
   - Bus
   - Bus Stop
   - Classroom
   - Gym
   - Hallway
   - Library
   - Lunchroom
   - Online
   - Playground
   - Other

4. **If other, please explain:**

5. **Names of people involved:**

6. **Please report the details of the incident:** *

7. **This incident can be described the following way:** *
Mark only one oval.

- Bullying
- Cyberbullying
- General concern

8. **This is the Bullying Reporting Site. However this site is only monitored on school calendar days. This is not a crisis line. If you have immediate safety concerns involving a physical threat, suicidal thoughts or threats, or concerns about a weapon or anyone's immediate physical safety, please call 911.** *
Check all that apply.

- [ ] Please check the box to show that you have read the above statement.

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JORDAN PUBLIC SCHOOLS
POLICY

Adopted: September 12, 2007

Revised: August 8th, 2022

516 STUDENT MEDICATION

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering nonemergency prescription medication to students at school.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication during the school day. The school district's licensed school nurse, trained health clerk, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

III. REQUIREMENTS

A. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.

B. An "Administrating Prescription Medications" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes section 152.22, subdivision 6.

C. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label.

D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.

E. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized

education program), Section 504 plan, or IHP (individual health plan).

F. The school must be notified immediately by the parent or student 18 years old or older in writing of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.

G. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.

H. The school nurse, or other designated person, shall be responsible for the filing of the Administering Prescription Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.

I. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minnesota Statutes section 121A.21). The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.

J. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.

K. Specific Exceptions:

1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;

2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;

3. Drugs or medicine provided or administered by a public health agency to

prevent or control an illness or a disease outbreak are not governed by this policy;

4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;

5. Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:

   a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication;

   b. the inhaler is properly labeled for that student; and

   c. the parent has not requested school personnel to administer the medication to the student.

   The parent must submit written authorization for the student to self-administer the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

   If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;

6. Medications:

   a. that are used off school grounds;

   b. that are used in connection with athletics or extracurricular activities; or

   c. that are used in connection with activities that occur before or after the regular school day are not governed by this policy.

7. Nonprescription Medication. A secondary student may possess and use

nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

8. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:

   a. possess epinephrine auto-injectors; or

   b. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

   The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's § 504 plan.

9. A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

L. "Parent" for students 18 years old or older is the student.

M. Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with this section is not the practice of medicine.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

N. Procedure regarding Unclaimed drugs or medications.

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.

2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes section 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.

3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes section 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.21 (Hiring of Health Personnel)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)

Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minn. Stat. § 121A,223 (Possession and use of Sunscreen)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions)
Minn. Stat. § 152.23 (Limitations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

Cross References: MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

JORDAN PUBLIC SCHOOLS
POLICY

Adopted: October 8th, 2012

Revised: August 8th, 2022

522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS

I. GENERAL STATEMENT OF POLICY

A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.

D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator(s) is/are:

Primary:

Joe Perkl
Activities Director
952-492-4399
jperkl@isd717.org

Jordan Public Schools
600 Sunset Drive
Jordan, MN 55352

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

E. The effective date of this policy is August 14, 2020 and applies to alleged violations of this policy occurring on or after August 14, 2020.

II. DEFINITIONS

A. "Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the school district's Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.

B. "Complainant" means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.

C. "Day" or "days" means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

D. "Deliberately indifferent" means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

E. "Education program or activity" means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.

F. "Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.

1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant's physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.

2. A formal complaint shall state that, at the time of filing the formal

complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.

G. "Informal resolution" means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.

H. "Relevant questions" and "relevant evidence" are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

I. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.

J. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.

K. "Sexual harassment" means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:

1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);

2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or

3. Any instance of sexual assault (as defined in the Clery Act, 20 United States Code section 1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 United States Code section 12291).

L. "Supportive measures" means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minnesota Statutes section 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.

M. "Title IX Personnel" means any person who addresses, works on, or assists with the school district's response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:

1. "Title IX Coordinator" means an employee of the school district that coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administrating the grievance process.

2. "Investigator" means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.

3. "Decision-maker" means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.

4. "Appellate Decision-maker" means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.

5. The superintendent of the school district may delegate functions assigned

to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

A. Equitable Treatment

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.

2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.

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

B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.

2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

D. Confidentiality

The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who

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

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

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

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

F. Notice

The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided to allow sufficient time for the party to prepare to participate.

G. Consolidation

The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts

or circumstances.

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.

2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school district employees are respondents.

J. Timelines

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.

2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.

3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the School District.

4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.

5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the

number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.

2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

IV. REPORTING PROHIBITED CONDUCT

A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.

B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.

C. A report of unlawful sex discrimination or sexual harassment may be made at

any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR

A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filling a formal complaint.

B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.

D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:

1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;

2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;

3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;

4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;

5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and

6. A copy of this policy.

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:

   a. The school district undertakes an individualized safety and risk analysis;

   b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and

   c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

B. Employee Administrative Leave

The school district may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in

compliance with legal requirements. The school district must take into consideration applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.

B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.

C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.

D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

VIII. DISMISSAL OF A FORMAL COMPLAINT

A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:

1. Would not meet the definition of sexual harassment, even if proven;

2. Did not occur in the school district's education program or activity; or

3. Did not occur against a person in the United States.

B. The school district may, in its discretion, dismiss a formal complaint or

allegations therein if:

1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;

2. The respondent is no longer enrolled or employed by the school district; or

3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.

C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.

D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

IX. INVESTIGATION OF A FORMAL COMPLAINT

A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.

B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.

C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.

D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.

E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another

source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.

F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

X. DETERMINATION REGARDING RESPONSIBILITY

A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.

B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.

C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.

D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:

1. Identification of the allegations potentially constituting sexual harassment;

2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;

3. Findings of fact supporting the determination;

4. Conclusions regarding the application of the school district's code of conduct to the facts;

5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed

to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and

6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.

E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.

F. The written determination of responsibility must be provided to the parties simultaneously.

G. The Title IX Coordinator is responsible for the effective implementation of any remedies.

H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

XI. APPEALS

A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:

1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);

2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.

C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.

D. The written decision describing the result of the appeal must be provided simultaneously to the parties.

E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

XII. RETALIATION PROHIBITED

A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.

C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

XIII. TRAINING

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

1. The Title IX definition of sexual harassment;

2. The scope of the school district's education program or activity;

3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;

4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;

5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and

6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.

B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.

C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

XIV. DISSEMINATION OF POLICY

A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.

B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.

C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:

1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;

2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;

3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that

inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and

4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

XV. RECORDKEEPING

A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:

1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;

2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and

3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.

4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.

B. The school district must also maintain for a period of seven calendar years records of:

1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;

2. Any appeal and the result therefrom;

3. Any informal resolution and the result therefrom; and

4. All materials used to train Title IX Personnel.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. §§ 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act ("Clery Act")

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

JORDAN PUBLIC SCHOOLS
POLICY

Adopted: July 9, 2012

Revised: August 8th, 2022

524 INTERNET ACCEPTABLE USE AND SAFETY POLICY

I. PURPOSE

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

II. GENERAL STATEMENT OF POLICY

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

III. LIMITED EDUCATIONAL PURPOSE

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

IV. USE OF SYSTEM IS A PRIVILEGE

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of

employment; or civil or criminal liability under other applicable laws.

V. UNACCEPTABLE USES

A. The following uses of the school district system and Internet resources or accounts are considered unacceptable:

1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:

a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;

b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;

c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;

d. information or materials that could cause damage or danger of disruption to the educational process;

e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.

2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.

3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.

4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.

5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.

6. Users will not use the school district system to post private information

about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).

b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:

(1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or

(2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or

another individual on social networks, including, but not limited to, social networks such as “Facebook”, “Twitter”, “Instagram”, “Snapchat”, “Tick Tock”, “Reddit”, and similar websites or applications.

7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person’s account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.

8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person’s property without the person’s prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.

9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.

10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district’s Bullying Prohibition Policy (MSBA/MASA Model Policy 514). This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

B. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations include, but are not limited to, situations where the school district system is compromised or if a school district employee or student is negatively impacted. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure

shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

VI. FILTER

School districts which receive certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children's Internet Protection Act, effective in 2001. This law requires school districts to adopt an Internet safety policy which contains the provisions set forth below. Also, the Act requires such school districts to provide reasonable notice and hold at least one public hearing or meeting to address the proposed Internet safety policy prior to its implementation. School districts that do not seek such federal financial assistance need not adopt the alternative language set forth below nor meet the requirements with respect to a public meeting to review the policy. The following alternative language for school districts that seek such federal financial assistance satisfies both state and federal law requirements.

A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:

   1. Obscene;

   2. Child pornography; or

   3. Harmful to minors.

B. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:

   1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or

   2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and

   3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.

D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.

E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

VIII. LIMITED EXPECTATION OF PRIVACY

A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.

B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.

C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.

D. Parents have the right at any time to investigate or review the contents of their child's files and e-mail files. Parents have the right to request the termination of their child's individual account at any time.

E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).

F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

IX. INTERNET USE AGREEMENT

A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.

B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.

C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher or district representative. The Internet Use Agreement form for employees must be signed by the employee. The signed staff and student forms must then be filed at the school office.

X. LIMITATION ON SCHOOL DISTRICT LIABILITY

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or mis-deliveries or non-deliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

XI. USER NOTIFICATION

A. All users shall be notified of the school district policies relating to Internet use.

B. This notification shall include the following:

1. Notification that Internet use is subject to compliance with school district policies.

2. Disclaimers limiting the school district's liability relative to:

   a. Information stored on school district diskettes, hard drives, or servers.

   b. Information retrieved through school district computers, networks, or online resources.

   c. Personal property used to access school district computers, networks, or online resources.

   d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.

3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.

4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.

5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.

6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Policy 406, Public and Private Personnel Data, and Policy 515, Protection and Privacy of Pupil Records.

7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.

8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE

A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.

B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:

1. A copy of the user notification form provided to the student user.

2. A description of parent/guardian responsibilities.

3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.

4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.

5. A statement that the school district's acceptable use policy is available for parental review.

XIII. NOTIFICATION REGARDING TECHNOLOGY PROVIDERS

A. "Technology provider" means a person who:

1. contracts with the school district, as part of a one-to-one program or otherwise, to provide a school-issued device for student use; and

2. creates, receives, or maintains educational data pursuant or incidental to a contract with the school district.

B. "Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

C. Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:

1. identify each curriculum, testing, or assessment technology provider with access to educational data;

2. identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and

3. include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.

D. The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

E. A contract between a technology provider and the school district must include requirements to ensure appropriate security safeguards for educational data. The contract must require that:

1. the technology provider's employees or contractors have access to educational data only if authorized; and

2. the technology provider's employees or contractors may be authorized to access educational data only if access is necessary to fulfill the official duties of the employee or contractor.

F. All educational data created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a public educational agency or institution are not the technology provider's property.

XIV. SCHOOL-ISSUED DEVICES

A. "School-issued device" means hardware or software that the school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use. A school-issued device includes a device issued through a one-to-one program.

B. Except as provided in paragraph C, the school district or a technology provider must not electronically access or monitor:

1. any location-tracking feature of a school-issued device;

2. any audio or visual receiving, transmitting, or recording feature of a school-issued device; or

3. student interactions with a school-issued device, including but not limited to keystrokes and web-browsing activity.

C. The school district or a technology provider may only engage in activities prohibited by paragraph B if:

1. the activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by the school district, a vendor, or the Minnesota Department of Education, and notice is provided in advance;

2. the activity is permitted under a judicial warrant;

3. the school district is notified or becomes aware that the device is missing or stolen;

4. the activity is necessary to respond to an imminent threat to life or safety and the access is limited to that purpose;

5. the activity is necessary to comply with federal or state law, including but not limited to Minnesota Statutes section 121A.031; or

6. the activity is necessary to participate in federal or state funding programs, including but not limited to the E-Rate program.

D. If the school district or a technology provider interacts with a school-issued device as provided in paragraph C, clause 4, it must, within 72 hours of the access, notify the student to whom the school-issued device was issued or that student's parent and provide a written description of the interaction, including which features of the device were accessed and a description of the threat. This notice is not required at any time when the notice itself would pose an imminent threat to life or safety, but must instead be given within 72 hours after that imminent threat has ceased.

XV. LIMIT ON SCREEN TIME FOR CHILDREN IN PRESCHOOL AND KINDERGARTEN

A child in a publicly funded preschool or kindergarten program may not use an individual-use screen, such as a tablet, smartphone, or other digital media, without engagement from a teacher or other students. This section does not apply to a child for whom the school has an individualized family service plan, an individualized education program, or a 504 plan in effect.

XVI. IMPLEMENTATION; POLICY REVIEW

A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.

B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.

C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.

D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 124D.166 (Limit on Screen Time for Children in Preschool and Kindergarten)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Mahanoy Area Sch. Dist. v. B.L., 594 U.S. ___ , 141 S. Ct. 2038 (2021)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969)
United States v. Amer. Library Assoc., 539 U.S. 1942003)
Sagehorn v. Indep. Sch. Dist. No. 728, 122 F.Supp.2d 842 (D. Minn. 2015)
R.S. v. Minnewaska Area Sch. Dist. No. 2149, 894 F.Supp.2d 1128 (D. Minn. 2012)

Tatro v. Univ. of Minnesota, 800 N.W.2d 811 (Minn. App. 2011), aff'd on other grounds 816 N.W.2d 509 (Minn. 2012)
S.J.W. v. Lee's Summit R-7 Sch. Dist., 696 F.3d 771 (8th Cir. 2012)
Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist., 853 F.Supp.2d 888 (W.D. Mo. 2012)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)
MSBA/MASA Model Policy 806 (Crisis Management Policy)
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Non-school Persons)

JORDAN PUBLIC SCHOOLS
DISTRICT 717
TECHNOLOGY ACCEPTABLE USE POLICY FORM

FORM I

Our goal in providing the use of technology (Internet, computers, network and other equipment) to staff and students is to promote educational excellence in the Jordan Public Schools by facilitating research, resource sharing, innovation, and communication. In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals and objectives. Electronic information research skills are now fundamental to the preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

Students and employees are expected to use Internet access through the school system to further educational and personal goals consistent with the mission of the school district and school policies. The school district, however, cannot prevent the possibility that some users may access material that is not consistent with the educational mission, goals, and policies of the school district. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies, and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.

Rules for Technology Use:

1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit or distribute: pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors; obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language; materials that use language or images that are inappropriate in the education setting or disruptive to the educational process; information or materials that could cause damage or danger of disruption to the educational process; and materials that use language or images that advocate violence or discrimination toward other people or that may constitute harassment or discrimination.
2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.
4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.
5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.

6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who send the message.
7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.
8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize the works they find on the Internet.
9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official.
10. Users will not use the school district system to engage in bullying or cyberbullying in violation of the school district's Bullying Prohibition Policy. This prohibition includes using any technology or other electronic communication off school premises to the extent that student learning or the school environment is substantially and materially disrupted.

Possible consequences for misuse are:
Students or employees may be subject to disciplinary action for misuse, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet; and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.

It is understood that the use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion or termination of employment; or civil or criminal liability under other applicable laws.

The Jordan Public Schools do not discriminate on the basis of race, color, national origin, age, religion, marital status, sex or handicap in employment, educational programs, or activities.

JORDAN PUBLIC SCHOOLS
DISTRICT 717
TECHNOLOGY ACCEPTABLE USE POLICY FORM

Jordan Public Schools are pleased to offer the staff and students access to the District's technology resources. To gain access to any technology, all students 18 years of age and under must obtain parental permission. A "Technology Acceptable Use Agreement" must be signed and returned to the school district before access to technologies will be granted. Students over the age of 18 may sign their own forms.

PARENT/S or GUARDIAN/S

I have read the Terms and Conditions for Technology Acceptable Use and I understand that the access is designed for educational purposes and the Jordan Public Schools have made access available for this purpose. I recognize that it is impossible for the Jordan Public Schools to completely restrict access to controversial material, and I will not hold them responsible for the materials this student may acquire through the use of these technologies. Furthermore, I understand that should my child commit any violation of the Terms and Conditions for Technology Acceptable Use, his/her access privileges may be revoked, school disciplinary action taken, and/or appropriate legal action initiated.

☐ **I have watched and understand the Digital Device Guideline and Instruction videos found on the district website at www.bit.ly/jpschromeguides**

Parent/s or Guardian/s Name (print name here) _____

Parent/s or Guardian/s Signature _____

Date _____ Phone _____

STUDENT

I have read the Terms and Conditions for Technology Acceptable Use and agree to abide by the stated Terms and Conditions. I understand that if I commit any violation of the Terms and Conditions for Technology Acceptable Use, my access privileges may be revoked, school disciplinary action taken, and/or appropriate legal action initiated.

☐ **I have watched and understand the Digital Device Guideline and Instruction videos found on the district website at www.bit.ly/jpschromeguides**

Student Name (print name here) _____

Student Signature _____

Date _____ Grade _____

The Jordan Public School makes no warranties of any kind, whether expressed or implied, for the services it is providing. The Jordan Public School System will not be responsible for any damages a user may suffer, including loss of data. The District will not be responsible for the accuracy or quality of information obtained through the Internet connection.

JORDAN PUBLIC SCHOOLS
DISTRICT 717
DIGITAL DEVICE INSURANCE AGREEMENT

FORM I-1

Jordan Public Schools recognizes that with the implementation of the **PLANIT JORDAN Learning Initiative** there is a need to protect the digital device investment by both the district and their families. The 1:1 Device (Chromebook) Insurance Cost is $20 per device and will be due within two weeks of receipt of your student's 1:1 device. The insurance costs will be capped at $60 for families with multiple students in Grades 5-12 attending school within the district. The district will cover 50% of the cost of insurance ($10) for families that qualify for the free and reduced lunch program. Please return the 'Waiver of Confidentiality' (Form K-1) to the District Office to be eligible for the fee reduction.

Families who have purchased the insurance will have a reduced incident fee for device repair. The district will charge families $30 for the first covered incident, $60 for the second covered incident and $90 for the third covered incident per student with no family cap on costs. The district will cover 50% of the cost of repair for families with insurance that qualify for the free and reduced lunch program. The 1:1 Device Insurance Cost will provide insurance coverage for accidental damage including screen repairs and liquid damage to the Chromebook, hardware failure, theft, and repair. Lost or damaged charging cables, replacement of a lost device or damage that is deliberate or negligent is NOT covered with this insurance plan. The annual coverage begins upon receipt of the payment and ends at the conclusion of each school year.

INTENTIONAL DAMAGE: Students/parents are responsible for full payment of intentional damages to the digital devices. The District Insurance Plan DOES NOT cover intentional damage of the 1:1 device.

All insurance claims must be reported to Stephen Damlo, Director of Technology. In cases of theft or other criminal acts, a police report MUST be filed by the student or parent. A copy of the police report must be provided to the Technology Department. In the case of loss of the device, students/parents are responsible for replacement costs of the device.

Families who decline the district provided protection plan will be responsible for the full cost of fixing or replacement of the Chromebook.

☐ ***I have read all the insurance information and agree to pay the $20 fee.***

☐ ***I have read all the insurance information and will decline the district plan. I will cover the full cost of any damage to the device.***

Parent/Guardian Printed Name: _____

Parent/Guardian Signature: _____

Student Name: _____ ***Grade:*** _____

Date: _____ ***Paid with:*** ☐ ***Campus Portal*** ☐ ***Cash*** ☐ ***Check #:*** _____

JORDAN PUBLIC SCHOOLS
POLICY

Adopted: April 9th, 2018

Reviewed: August 8th, 2022

524.1 SOCIAL MEDIA POLICY

I. PURPOSE

The school board recognizes the value of staff inquiry, investigation, and innovation using new technology tools to enhance the learning experience and interpersonal communication. The District also recognizes its obligation to teach and ensure responsible and safe use of these technologies.

This policy addresses employees' use of private and district-connected internet content including: websites, blogs, wikis, social networks (Facebook, Twitter, Instagram, Snapchat, Reddit, etc), online forums, and any other social media.

II. GENERAL STATEMENT OF POLICY

III. The District recognizes the importance of online social media networks as a communication and learning tool. Toward that end, the District provides district- approved social media tools and technologies for e-learning and encourages use of District tools for collaboration by employees. However, public social media networks, outside of those sponsored by the District, may not be used for classroom instruction or school-sponsored activities without the prior authorization of the Superintendent (or designee) and parental consent for student participation on social networks.

IV. DEFINITIONS

A. ***Public social media networks*** are defined to include: websites, blogs, wikis, social networks, online forums, and any other social media generally available to the public or consumers that do not fall within the District's electronic technologies network. Examples of public social media networks are Facebook, Twitter, LinkedIn, Flickr, YouTube, blog sites, Instagram, SnapChat, Reddit, etc. This would not include internal only networks like Schoology.

B. ***District approved social media tools*** are those that fall within the District's electronic technologies network (outlined in the social media guidelines) or which the District has approved for educational use. District approved social media tools include Facebook, Twitter, and Instagram.

V. REQUIREMENTS

Individual sites and departments or even teachers may choose to establish an official presence on public online social media sites with prior administrative approval (see social media guidelines for details). Once approved, this presence will be included in the definition of "district approved social media tools" as noted above. For any district-approved social media account, a district employee shall be designated as the site manager. Any security, login credentials, or passwords for such accounts must be created by the communications department. Passwords should not be shared without approval by the communications department.

Because readers of social media networks may view the employee as a representative of the schools and the District, the District requires employees to observe the following rules on any district approved social media tools:

1. An employee's use of these district approved networks and an employee's postings, displays, or communications must comply with all state and federal laws and any applicable District policies, including responsibilities for mandated reporting.

2. On district-approved social media accounts, employees and the public must be respectful and professional in all communications (by word, image or other means). Obscene, profane or vulgar language; communications or conduct that is harassing, threatening, bullying, libelous, or defamatory; personal attacks of any kind; offensive terms that target any specific race, ethnicity, color, creed, immigration status, religion, national origin, sexual orientation including gender identity and expression, marital status, familial status, socioeconomic status, physical appearance, status with regard to public assistance, disability, age, family care leave status or veteran status, or academic status related to student performance; terms that incite violence; election campaigning for a political office or ballot proposition; communication that discusses or encourages any illegal activity or the inappropriate use of alcohol; or sexual harassment; will be removed from district social media pages and, for employees, may result in further disciplinary actions. Comments or posts will also be removed if they violate the Terms of Use of the social media platform, are spam, are clearly 'off topic,' divulge personal student or staff information or promote services or products.

3. Employees should not use their District email address for communications or registration on public social media networks that have not been approved by the District. Employees may not act as a spokesperson for the District or post comments as a representative of the District, except as authorized by the Superintendent or the Superintendent's designee.

4. Employees may not disclose information on any social media network that is confidential or proprietary to the District, its students, or employees or that is protected by data privacy laws.

5. Employees may not post images of coworkers without the coworker's consent.

6. Images of students may be posted on official district social media accounts if the student has a consent to release educational data form on file that has been signed by a parent or guardian. Images of students taken in the public arena, such as at sporting events or fine arts public performances, are exceptions to this rule.

7. Employees may not post any private or confidential images of the District premises and property, including floor plans.

8. When a social media account is used to communicate with students or colleagues, even when said communications are private, those personal social media pages, often in their entirety, could become subject to investigation in the event of a legal inquiry, requested under FERPA or the Minnesota Data Practices Act, or requested as part of a Freedom of Information 5 U.S.C. § 552 request.

VI. PERSONAL SOCIAL MEDIA

An employee's use of social media for personal reasons during the workday that are not related to one's job duties should be kept to a minimum and must not interfere with one's work responsibilities.

While the District does not actively monitor or restrict an employee's personal use of public online social media, it may take appropriate responsive action when it becomes aware of, or reasonably suspects, conduct or communication on a public online media site that creates an unlawful disruption or violates applicable district policies, professional codes of ethics or other laws. An employee who is responsible for a social media network posting that fails to comply with the rules set forth in district policy may be subject to discipline as outlined in respective policies. Employees will be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or private information on any public forum or website.

Legal References:
15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)
17 U.S.C. § 101 *et seq.* (Copyrights)
20 U.S.C. § 6751 *et seq.* (Enhancing Education through Technology Act of 2001)
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))
47 C.F.R. § 54.520 (FCC rules implementing CIPA)
Minn. Stat. § 121A.0695 (School Board Policy; Prohibiting Intimidation and Bullying)
Minn. Stat. § 125B.15 (Internet Access for Students)
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)
United States v. American Library Association, 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2d 221 (2003)
Doninger v. Niehoff, 527 F.3d 41 (2nd Cir. 2008)
Layshock v. Hermitage Sch. Dist., 412 F.Supp. 2d 502 (W.D. Pa. 2006)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)

J.S. v. Bethlehem Area Sch. Dist., 807 A.2d 847 (Pa. 2002)

Cross References: Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
Policy 406 (Public and Private Personnel Data)
Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
Policy 506 (Student Discipline)
Policy 514 (Bullying Prohibition Policy)
Policy 515 (Protection and Privacy of Pupil Records)
Policy 519 (Interviews of Students by Outside Agencies) Policy 521 (Student Disability Nondiscrimination) Policy 522 (Student Sex Nondiscrimination)
Policy 606 (Textbooks and Instructional Materials)
Policy 806 (Crisis Management Policy)
Policy 904 (Distribution of Materials on School District Property by Nonschool Person

SOCIAL MEDIA GUIDELINES FOR STAFF

The line between professional and personal relationships is blurred within a social media context. While these guidelines are in no way intended to limit or infringe upon your rights to comment upon the workplace, it remains good practice to never post anything that would embarrass you or the Jordan Public Schools, or would call your professional reputation into question. Use common sense when posting online.

SOCIAL MEDIA TYPES OF ACCOUNTS AND ACCOUNT USE

The **first step to establishing a social media presence is to determine which kind of account fits your needs and desired purpose**. Consider your role in education and how social media can support and enhance your daily work and professional goals. Before you set up your account, please keep in mind that social media accounts require time and maintenance in order to be successful.

Types of social media accounts

	Personal Account	Personal/Professional Account	Program/District Level Account
Account Owner	Owned by individual	Owned by individual	Owned by a district staff member as a representative of the district
Account Purpose	Used for personal purposes	Used for purposes such as professional development and establishing a professional learning network (PLN)	Used for purposes such as family/student/team engagement, community outreach, and/or establishing a professional learning network (PLN)
Naming Requirement	No naming requirement	No naming requirement (the name should not reflect a whole department (i.e. Jordan Science) since this is an individual account)	Must be assigned by the Jordan Communications Department and follow the ISD717 naming conventions when possible (i.e. @jordandance717, @jordansummit717)
Email Requirement	Must be created with a personal email account (you should not use a district email	Can be created with district assigned email address	Must be created with an email assigned from the Jordan Communications Department (do not use your personal school email account or secondary gmail

	address for a personal social media account)		account)
Notes	Account holder is responsible for reviewing district guidelines as they relate to personal accounts	Account holder is responsible for adhering to all applicable district policies/guidelines since this account may have professional ties to ISD717	Account must be requested from and approved by the Jordan Communications Department

Do not create any social media account, blog, or website intended to represent the Jordan Public Schools without prior approval from the Jordan Communications Department.

Personal Social Media Account: *Owned by an individual and used for personal purposes.*

- You are personally responsible for the content you publish online or choose to share or repost.
- Special care should be taken when posting personal photographs. Remember your social network site is an extension of your personality and professional reputation. Even with privacy settings in place, your content could be seen by students or parents or find its way into the public realm.
- While the Jordan School District respects the rights of its employees to exercise their rights, employees should not make any derogatory statements about colleagues or students on social media.
- Do not post photos or videos that contain identifying information concerning any students, on your personal media, without prior parental consent.

Personal/"Professional" Account: *Owned by an individual and used for purposes such as professional development and establishing a professional learning network (PLN).*

- You are personally responsible for the content you publish online or choose to share or repost.
- Because you may be referring to Jordan Public Schools on this "professional" account, keep your posts positive and do not engage in negative or critical conversations online.
- Remember your social network site is an extension of your personality and professional reputation.

Program/District Level Social Media Account: *Owned by a district staff member as a representative of the district and used for purposes such as family/student/team engagement, community outreach, and/or establishing a professional learning network (PLN).*

- We encourage our staff to be innovative with the use of social media in their classrooms and programs and welcome new social media channels to be set up when appropriate. You must have approval to start a new district channel.
- Successful social media requires maintenance and regular monitoring. Consider this before requesting a channel.
- Passwords should not be shared, even with other Jordan staff, without prior approval from the Jordan Communications Department.

Employee-Student Relations: *The district recognizes the role that communication and collaboration between employees and students plays in the educational process and experience. The district further recognizes that the advancement of electronic communication and social media technologies create greater opportunity for interactions between employees and students.* ***These additional guidelines are for your own and our students' protection.***

- Employees must exercise great care in connecting with students on <u>any</u> social media channels (personal or professional). It would be the District's recommendation that you do not send permission-based friend or follower requests to students from your personal social media, for example Facebook friend requests. It is the District's recommendation that employees wait until students reach graduation before accepting friend requests on their personal social media accounts (this does not apply to an account that is professional or program/district in nature).
- Any employee-student communications or relationships via social media should be of an appropriate professional nature. Employees are responsible for immediately reporting to the district any inappropriate communication received from a student; this is as much for your protection as the students.

Safety and Confidentiality: *Safety is the overriding concern with regard to information posted online. Always respect the privacy and confidentiality of student information.*

- Confidential student or personnel information should not be posted online. Keeping student educational designation confidential is important (i.e. a student should never be identified in a photo as a special needs or English Learner (EL) student). Be sure not to violate any provision of the Family Education Rights and Privacy Act (FERPA). Consult the district "no media" list from the Communications Department. If a student is on the "no media" list, no photos or names can be shared without parental permission. Please include the Jordan Communications Department on parental permissions.
- Just like in the classroom, you have a responsibility for addressing inappropriate student behavior or activity witnessed on these social networks, including legal requirements for mandated reporting.

Professionalism: *District approved social media accounts are seen as extensions of the district and must reflect the mission, vision, and values of Jordan Public Schools.*

- Maintain professional boundaries. All online dialogue and interactions with students on social media pages should be for educational purposes only.
- Keep your posts positive and do not engage in negative or critical conversations online. The district recommends that you do not discuss students, co-workers, or District policies and procedures in a social media forum.
- Retweets, likes, and favorites are perceived as endorsements. These interactions should be done with care.
- At times, students or members of the public may create social media pages (not managed by the district) that represent student groups within the district (i.e. @JHSthemes). When employees, including coaches or advisors, choose to join or engage with these social networking groups, they do so as an employee of the District.
- Employees may not act as a spokesperson for the District or post comments as a representative of the District, except as authorized by the Superintendent or the Superintendent's designee.

HOW TO GET APPROVAL FOR A NEW DISTRICT SOCIAL MEDIA CHANNEL(S)

***Do not create a Program/District level social media account prior to following these steps.**

Remember: Successful social media requires maintenance and regular monitoring. Consider this before requesting a channel.

1. Fill out the "Jordan Public Schools Social Media Channel Approval Form" found on the District website under STAFF. You will be asked to provide:
    a. Name of group/team/department and/or project requesting the channel
    b. Desired name of social media channel (this may be different than the page handle)
    c. Purpose of account and targeted audience
    d. Who will be responsible for monitoring and updating channel content
    e. How often the channel content will be updated
2. The Jordan Communications Department will review and respond within 72 hours.
3. Once approved, you are considered a channel manager. Your channel will be set up by the Jordan Communications Department and the login and password will be sent to you. Password changes should be requested through the Jordan Communications Department.

HOW A CHANNEL MUST BE MAINTAINED

This set of guidelines outlines expectations of all participants of any ISD717 social media channel. With questions, contact the Jordan Communications Department.

Profile/About:

- All District channels should be identified as part of Jordan Public Schools.
- Include a link to the district website homepage or to corresponding website page (i.e. basketball social media should link to the district basketball website).

Cover photos and avatars (profile picture):

- Pick a cover and avatar (profile picture) that will help users visualize what your page is about and that are also reflective of the ISD717 community. Most often, you will be provided, by the Jordan Communications Department, a profile picture that reflects the branding of the district.
- Be sure to update the cover photo as needed.
- If a graphic or logo is needed, please contact the Jordan Communications Department.

Posting Photos and videos:

- You may only post photos of students who have permission through our Family Education Rights and Privacy Act (FERPA) form. A confidential list of "no media" students is shared to all certified staff via the Jordan Communications Department. Do not publicly single out students on the no media list. For unique ways to include all students in a photo while maintaining "no media" status, contact the Jordan Communications Department.
- Keeping student educational designation confidential is important (i.e. a student should never be identified in a photo as a special needs or English Learner (EL) student).
- When referring to students, use first names only (exceptions can be made at the high school level or consent of the Jordan Communications Department).
- Only Jordan Public School staff members approved to be page managers may post photos and videos on school social media channels.
- Settings should be set so followers do not have the ability to "tag" photos posted by the school.

Maintenance:

- Program/district-level accounts may be maintained by one or more staff members. When multiple staff members are responsible, please work together to ensure a consistent voice.
- Only staff members/coaches are allowed to manage district approved social media. Management and access to district accounts should not be given to students or parents. Any exceptions must be approved by the Communications and Marketing Department.
- At a minimum, keep your accounts fresh by posting once per week. However, multiple posts per week is recommended.
- After posting, reload the page and review the post and test all links, etc. to ensure they are working properly. Always review grammar and punctuation.

Monitoring and responding to criticism:

- To build your social media community you may need to interact with your followers when appropriate and positive.
- Regular monitoring is required so that you can address or remove any inappropriate posts/comments in a timely manner.

- Remember that not every comment needs either a response or acknowledgement.
- Use restraint when responding to negative or inaccurate comments.
- Try pointing to existing information found online in your answers when correcting people.
- If negativity on your Facebook page breaks the social media guidelines established by the Jordan Public Schools, you can delete the comment. Other things to consider:
    - It's okay to let a negative comment sit without a response (as long as it doesn't violate guidelines). Do not immediately delete a negative comment as it can cause your community to get upset.
        - If needed, you may choose to "hide" a comment on Facebook. This means only the person who posted the comment and their friends can see it. Once hidden, you can seek assistance from the Jordan Communications and Marketing Department.
    - When needed, negative comments should be addressed offline.
        - To take a comment offline you can respond to the person with a simple statement such as, "We would be happy to discuss this with you, please message your phone number or email address to continue the discussion".
        - Remember emails can be shared online so it's best to address the person on the phone when possible.
    - Contact the Jordan Communications Department for help if you are ever unsure of a response or have an extremely upset or negative person posting on your page.

No endorsements or advertisements:

- Ethically, Jordan Public Schools' representatives cannot promote products, ~~or~~ businesses, or political figures/organizations through official district channels.
    - The exception is when a student group is participating in a fundraiser or event at a business (i.e. Pizza Ranch Fundraiser)~~.~~, a third party is involved with the event (ie. third party run Community Ed events).
- Do not follow or like other political or potentially controversial social media users (i.e. political parties, politicians or corporations) as this could be seen as an endorsement of that organization and their ideology.

ANNUAL ACCOUNT MAINTENANCE

This set of guidelines is based on social media best practices for organizations where more than one individual may have access to social media account(s).

- Passwords for all Program/District level accounts will be updated on an annual basis by the Jordan Communications Department. Account passwords may be changed outside of the annual update as requested to the Jordan Communications Department (ie. when a staff member with access leaves, when an account gets locked, etc.)
- All staff requiring access to a Program/District level account will be required to request access on an annual basis.
- As a reminder, passwords should not be shared, even with other Jordan staff, without prior approval from the Jordan Communications Department.

JORDAN PUBLIC SCHOOLS
POLICY

Adopted: September 11, 2006

Revised: August 8th, 2022

533 WELLNESS

I. PURPOSE

The purpose of this policy is to set forth methods that promote student wellness, prevent and reduce childhood obesity, and assure that school meals and other food and beverages sold and otherwise made available on the school campus during the school day are consistent with applicable minimum local, state, and federal standards.

II. GENERAL STATEMENT OF POLICY

A. The school board recognizes that nutrition promotion and education, physical activity, and other school-based activities that promote student wellness are essential components of the educational process and that good health fosters student attendance and learning.

B. The school environment should promote students' health, well-being, and ability to learn by encouraging healthy eating and physical activity.

C. The school district encourages the involvement of parents, students, representatives of the school food authority, teachers, school health professionals, the school board, school administrators, and the general public in the development, implementation, and periodic review and update of the school district's wellness policy.

D. Children need access to healthy foods and opportunities to be physically active in order to grow, learn, and thrive.

E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.

F. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning; and will provide clean, safe, and pleasant settings and adequate time for students to eat.

III. WELLNESS GOALS

The District will teach, model, encourage and support healthy eating by all students. Schools will provide nutrition education and engage in nutrition promotion. Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs.

A. Nutrition Promotion and Education

1. The school district will encourage and support healthy eating by students and engage in nutrition promotion that is:

   a. offered as part of a comprehensive program designed to provide students with the knowledge and skills necessary to promote and protect their health; and is designed to provide students with the knowledge and skills necessary to promote and protect their health.

   b. part of health education classes, as well as classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects, where appropriate; and

   c. enjoyable, developmentally appropriate, culturally relevant, and includes participatory activities, such as contests, promotions, taste testing, and field trips.

2. The school district will encourage all students to make age appropriate, healthy selections of foods and beverages, including those sold individually outside the reimbursable school meal programs, such as through a la carte/snack lines, vending machines, fundraising events, concession stands, and student stores.

B. Physical Activity/Physical Education

1. Students need opportunities for physical activity and to fully embrace regular physical activity as a personal behavior. Toward that end, health and physical education will reinforce the knowledge and self-management skills needed to maintain a healthy lifestyle and reduce sedentary activities, such as watching television. The District will ensure that its grounds and facilities are safe and that equipment is available to students to be active. The District will conduct necessary inspections and repairs when needed.

2. Opportunities for physical activity will be incorporated into other subject lessons, where appropriate; and quality physical education will be used as

the foundation for physical activity before, during and after school. Schools will ensure that these varied physical activity opportunities are in addition to, and not a substitute for, physical education classes. Elementary schools shall provide at least 20 minutes of active daily recess to all elementary school students each day. Outdoor recess will be offered when weather is feasible for outdoor play. In the event that the school or district must conduct indoor recess, teachers and staff will follow the indoor recess guidelines that promote physical activity for students. Recess will complement, not substitute for physical education classes.

3. Classroom teachers will provide short physical activity breaks between lessons or classes, as appropriate. Students will be offered periodic opportunities to be active or to stretch throughout the day on all or most days during a typical school week.

4. The District will provide students with physical education, using an age-appropriate, sequential physical education curriculum consistent with national and state standards for physical education. The physical education curriculum will promote the benefits of a physically active lifestyle and will help students develop skills to engage in lifelong healthy habits, as well as incorporate essential health education concepts. The physical education curriculum for grades K-12 will be aligned with established state physical education standards.

5. The District will supply adequate time for physical education. Elementary schools should provide 60-89 minutes per week of physical education instruction. Secondary students (middle and high school) are required to take the equivalent of one academic year of physical education. Physical education for grades K-12 are required to be taught by certified/licensed teachers who are endorsed to teach physical education. All students will be provided equal opportunity to participate in physical education classes. The District will make appropriate accommodations to allow for equitable participation for all students and will adapt physical education classes and equipment as necessary. Unless otherwise exempted, all students will be required to engage in the Districts physical education program.

6. Physical activity during the school day (including but not limited to recess, classroom physical activity breaks or physical education) **will not be withheld** as punishment for any reason. District teachers and other school personnel **will not** use physical activity (e.g., running laps, push ups) as punishment.

7. The District will support **Active Transport** to and from school, such as walking or biking. By designating safe or preferred routes to school, promote activities such as participating in International Walk to School Week and/or Walk or Bike to school day. Secure storage facilities for bicycles at each school and use crossing guards.

C. Communications with Parents

1. The school district recognizes that parents and guardians have a primary role in promoting their children's health and well-being.

2. The school district will support parents' efforts to provide a healthy diet and daily physical activity for their children.

3. The school district encourages parents to pack healthy lunches and snacks and refrain from including beverages and foods without nutritional value.

4. The school district will provide information about physical education and other school-based physical activity opportunities and will support parents' efforts to provide their children with opportunities to be physically active outside of school.

IV. STANDARDS AND NUTRITION GUIDELINES

Our school district is committed to serving healthy meals to children, with plenty of fruits, vegetables, whole grains, and fat-free and low-fat milk; that are moderate in sodium, low in saturated fat, and have zero grams trans-fat per serving (nutritional label or manufacturer's specifications); and to meeting the nutrition needs of school children within their calorie requirements.

A. School Meals

1. The school district will provide healthy and safe school meal programs that comply with all applicable federal, state, and local laws, rules, and regulations. The district shall operate under USDA regulations for National School Lunch and/or Breakfast programs. All schools will provide breakfast through the USDA School Breakfast Program.

2. Food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students.

3. Food service personnel will try to accommodate the religious, ethnic, and cultural diversity of the student body in meal planning.

4. Food service personnel will provide clean, safe, and pleasant settings and adequate time for students to eat.

5. Food service personnel will take every measure to ensure that student access to foods and beverages meets or exceeds all applicable federal, state, and local laws, rules, and regulations and that reimbursable school meals meet USDA nutrition standards.

6. Food service personnel shall adhere to all applicable federal, state, and local food safety and security guidelines.

7. The school district will make every effort to eliminate any social stigma attached to, and prevent the overt identification of, students who are eligible for free and reduced-price school meals.

8. The school district will provide students access to hand washing or hand sanitizing before they eat meals or snacks.

9. The school district will make every effort to provide students with sufficient time to eat after sitting down for school meals and will schedule meal periods at appropriate times during the school day.

10. The school district will discourage tutoring, club, or organizational meetings or activities during mealtimes unless students may eat during such activities.

11. The school district will accommodate students with food allergies and intolerances on a case-by-case basis through individual plans.

Water

To promote hydration; free, safe, drinking water will be available to all students throughout the school day and throughout every school building. The District will make drinking water available where school meals are served during mealtimes.

B. School Food Service Program/Personnel

1. The school district shall designate an appropriate person to be responsible for the school district's food service program, whose duties shall include the creation of nutrition guidelines and procedures for the selection of foods and beverages made available on campus to ensure food and beverage choices are consistent with current USDA guidelines.

2. All school nutrition program directors, managers and staff will meet or exceed hiring and annual continuing education/training requirements in the USDA Professional Standards for Child Nutrition professionals. These school nutrition personnel will refer to the USDA's Professional Standards for School Nutrition Standards website to search for training that meets their learning needs and/or will attend training in person at various workshops or conferences.

C. Competitive Foods and Beverages

1. All foods and beverages sold on school grounds to students, outside of reimbursable meals, are considered "competitive foods." Competitive foods include items sold a la carte in the cafeteria, from vending machines, school stores, and for in-school fundraisers.

2. All competitive foods will meet the USDA Smart Snacks in School (Smart Snacks) nutrition standards and any applicable state nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day, and create an environment that reinforces the development of healthy eating habits.

3. Before and Aftercare (child care) programs must also comply with the school district's nutrition standards unless they are reimbursable under USDA school meals program, in which case they must comply with all applicable USDA standards.

D. Other Foods and Beverages Made Available to Students

1. Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus, including those foods provided through:

   a. Celebrations and parties. The school district will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.

      USDA Healthy Party Resources for Families and Districts: https://healthymeals.fns.usda.gov/hsmrs/Connecticut/CT%20Healthy_Celebrations.pdf

   b. Classroom snacks brought by parents. The school district will provide parents a list of suggested foods and beverages that meet Smart Snacks nutrition standards.

      See attached sample list of suggested foods and beverages that meet Smart Snacks nutrition standards.

2. Rewards and incentives. Schools will not use foods or beverages as rewards for academic performance or good behavior (unless this practice is allowed by a student's individual education plan or behavior intervention plan) and will not withhold food or beverages as punishment.

3. Fundraising. The school district will make available to parents and teachers a list of suggested healthy fundraising ideas. Smart Snack nutrition standards apply to all foods and beverages sold to students through district-sponsored fundraisers, unless an exemption applies. Each school will be allowed to hold 3 exempt fundraisers per school year during which any food or beverage may be sold. It is recommended that schools

avoid participation in fundraising or corporate incentive programs that promote a message inconsistent with our goals for a healthy school community.

E. Food and Beverage Marketing in Schools

1. School-based marketing will be consistent with nutrition education and health promotion. It is the intent of the District to protect and promote student's health by permitting advertising and marketing for only those foods and beverages that are permitted to be sold on the school campus, consistent with the District's wellness policy, such as Smart Snack items.

2. Food and beverage marketing is defined as advertising and other promotions in schools. Food and beverage marketing often includes oral, written or graphic statements made for promoting the sale of foods and beverage products made by the producer, manufacturer, seller or any other entity with a commercial interest in the product. Specifically prohibits advertising such as school signs, banners, scoreboards, busses, building exteriors, and on and around school property.

V. WELLNESS LEADERSHIP AND COMMUNITY INVOLVEMENT

A. Wellness Coordinator

1. The superintendent will designate a school district official to oversee the school district's wellness-related activities (Wellness Coordinator). The Wellness Coordinator will ensure that each school implements the policy.

2. The principal of each school, or a designated school official, will ensure compliance within the school and will report to the Wellness Coordinator regarding compliance matters upon request.

B. Public Involvement

1. The Wellness Coordinator will permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, and the general public to participate in the development, implementation, and periodic review and update of the wellness policy. The District is committed to being responsive to community input, which begins with awareness of the wellness policy. The District will ensure that communications are culturally and linguistically appropriate to the community, and accomplish through means similar to other ways that the district and individual schools are communicating important school information to parents.

2. The Wellness Coordinator will hold meetings four times a year for the purpose of establishing goals for and oversee school health and safety policies and programs, including development, implementation and periodic review and update of this district-level wellness policy. All meeting dates and times will be posted on the school district's website and will be open to the public.

VI. POLICY IMPLEMENTATION AND MONITORING

A. Implementation and Publication

1. After approval by the school board, the wellness policy will be implemented throughout the school district. The District will develop and maintain a plan for implementation to manage and coordinate the execution of this wellness policy. The plan delineates roles, responsibilities and includes information about specific goals and objectives for nutrition standards for all foods, beverages available on the school campus, food and beverage marketing, nutrition promotion and education, physical activity, physical education and other school-based activities that promote student wellness.

2. The school district will post its wellness policy on its website, to the extent it maintains a website.

B. Annual Reporting

The Wellness Coordinator will annually inform the public about the content and implementation of the wellness policy and make the policy and any updates to the policy available to the public.

C. Triennial Assessment

1. At least once every three years, the school district will evaluate compliance with the wellness policy to assess the implementation of the policy and create a report that includes the following information:

   a. the extent to which schools under the jurisdiction of the school district are in compliance with the wellness policy;

   b. the extent to which the school district's wellness policy compares to model local wellness policies; and

   c. a description of the progress made in attaining the goals of the school district's wellness policy.

2. The Wellness Coordinator will be responsible for conducting the triennial assessment.

3. The triennial assessment report shall be posted on the school district's website or otherwise made available to the public.

D. Recordkeeping

The school district will retain records to document compliance with the requirements of the wellness policy. The records to be retained include, but are not limited to:

1. The school district's written wellness policy.

2. Documentation demonstrating compliance with community involvement requirements, including requirements to make the local school wellness policy and triennial assessments available to the public.

3. Documentation of the triennial assessment of the local school wellness policy for each school under the school district's jurisdiction efforts to review and update the wellness policy (including an indication of who is involved in the update and methods the school district uses to make stakeholders aware of their ability to participate on the Wellness Committee).

Legal References: Minn. Stat. § 121A.215 (Local School District Wellness Policy; Website)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
42 U.S.C. § 1758b (Local School Wellness Policy)
42 U.S.C. § 1771 *et seq.* (Child Nutrition Act)
7 U.S.C. § 5341 (Establishment of Dietary Guidelines)
7 C.F.R. § 210.10 (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)

Local Resources: Minnesota Department of Education, www.education.state.mn.us
Minnesota Department of Health, www.health.state.mn.us
County Health Departments
Action for Healthy Kids Minnesota, www.actionforhealthykids.org
United States Department of Agriculture, www.fns.usda.gov

ATTACHMENT A

ALLIANCE FOR A HEALTHIER GENERATION

LEADING THE WAY FOR CHILDREN'S HEALTH
HealthierGeneration.org

Healthy Snack & Beverage Ideas*

- Water
- 100% fruit juice with no added sugar
- Fat-free or low fat milk
- Fruit smoothies (made with frozen fruit with no added sugar and fat-free or low fat yogurt)
- 100% fruit juice slushes with no added sugar
- Fresh fruit – trays, salads or kabobs
- Fresh vegetables – trays, salads or kabobs
- Fat-free or low fat yogurt (alone or as dip for fruits or vegetables)
- Yogurt parfaits (fat-free or low fat yogurt, fruit and whole grain cereal or granola as topping)
- Canned fruit or fruit cups (in water, 100% fruit juice or light syrup)
- Frozen fruit or fruit cups (in water, 100% fruit juice or light syrup)
- Frosty fruits – freeze your own fruit (frozen grapes make a great summer treat!)
- Dried fruit with no added sugar
- Nut or seed butter (serve with fruit or whole grain crackers)
- Nuts or seeds
- Trail mix made of nuts or seeds and dried fruit with no added sugar
- Whole grain crackers
- Low-fat cheese (serve with fruit or whole grain crackers)
- Hummus (serve with vegetables or whole grain crackers)
- Small whole grain waffles or pancakes topped with fruit or nut or seed butter
- Whole grain pretzels (soft or crunchy)
- Low-fat or air-popped popcorn (no added butter or salt)
- Graham crackers
- Nut or seed butter and jelly sandwiches on whole grain bread
- Small whole grain bagels or English muffins with nut or seed butter or jelly
- Pizza (on whole grain crust with low fat cheese and lean protein or vegetable toppings)
- Roll-ups on whole grain tortillas (fill with a lean protein such as ham or turkey, low fat cheese, hummus, nut or seed butter and jelly or vegetables)
- Fat-free or low fat pudding
- Bean quesadillas or burritos made with whole grain tortillas with salsa
- Whole grain cereal bars
- Baked whole grain tortilla chips with salsa or bean dip
- Baked chips (small portions)

*Check ingredient statements and nutrition information to ensure items meet the USDA Smart Snacks in School nutrition standards. Ensure food allergies of any participants are known before serving any food item.

Pair foods together for an afternoon snack to power youth up for their activities, whether that is physical activity or educational activities. Combine a lean protein with a fruit or vegetable, such as sunflower seeds dried raisins. Or a low-fat dairy food and whole-grain rich choice, like string cheese and whole grain crackers. Try low-fat dairy and fruit – yogurt and strawberries. Pair a whole-grain rich food with a lean protein by spreading hummus on a whole grain tortilla. Or serve a whole-grain rich food and vegetable, such as a whole grain cereal bar and cherry tomatoes. Get creative!

For more information on healthy snacking or finding healthy snacks and beverages, contact Stephanie Joyce, National Nutrition Advisor at the Alliance for a Healthier Generation, at stephanie.joyce@healthiergeneration.org.

ATTACHMENT B

CREATIVE FUNDRAISING IDEAS

There are many examples of creative fundraisers that support your school or afterschool program while also supporting a healthy environment for kids. Here are a few of our favorites:

GET KIDS MOVING

Host a walk-, run-, bike-, dance-, skate-a-thon or a 5K color run

Organize a Zumba, dance or yoga night

Visit an ice skating rink

Hold a jump rope or hula hoop competition

Create a team sports tournament for youth and their families

Hold a field day at school and encourage youth and families to form teams and compete

SPARK CREATIVITY

Host a talent show

Hold a yard sale or auction where youth, staff and parents donate items

Ask local businesses to donate:

- a portion of sales of healthy menu items
- products or services to an auction
- event tickets to a raffle

Sell school-branded promotional items such as t-shirts or water bottles

Organize a student art or craft fair

Hold a coin drive competition between classrooms

SUPPORT HEALTHY EATING

Hold a "Taste of Your Town" event and invite local chefs to donate healthy dishes

Sell cookbooks with healthy recipes donated from parents, students and staff

Host a healthy cooking class and ask a local chef to donate his/her time

Sell healthy snacks made by youth after school*

Create a healthy family night and invite parents to attend and enjoy a healthy meal with their children and school or program staff

Hold a youth healthy cooking competition and ask local grocery stores to donate food to keep costs down

*Foods or beverages sold as fundraisers should meet the USDA's Smart Snacks in School nutrition standards.
Consider reaching out to your School Nutrition Program to set up cooperative purchasing of Smart Snacks compliant products.

JORDAN PUBLIC SCHOOLS
POLICY

Adopted: September 12, 2007

Revised: August 8th, 2022

616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process which promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding the implementation of the Minnesota Academic Standards and federal law.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota K-12 Academic Standards and federal law requires accountability for the school district. The school district established a system to transition to the graduation requirements of the Minnesota K-12 Academic Standards. The school district also established a system to review and improve instruction, curriculum, and assessment which will include substantial input by students, parents or guardians, and local community members. The school district will be accountable to the public and the state through annual reporting.

III. DEFINITIONS

A. "Credit" means a student's successful completion of an academic year of study or a student's mastery of the applicable subject matter, as determined by the school district.

B. "Graduation Standards" means the credit requirements and locally adopted content standards or Minnesota K-12 Academic Standards that school districts must offer and certify that students complete to be eligible for a high school diploma.

C. "World's best workforce" means striving to: meet school readiness goals; have all third grade students achieve grade-level literacy; close the academic achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty; have all students attain career and

college readiness before graduating from high school; and have all students graduate from high school.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

A. School District Goals

1. The school board has established school district-wide goals that provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota K-12 Academic Standards and federal law. The broad goals shall be reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the school district's Curriculum and Technology Advisory Committee (Advisory Committee).

2. The Advisory Committee is established by the school board to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.

3. The school district-wide improvement goals should address recommendations identified through the Advisory Committee process. The school district's goal setting process will include consideration of individual site goals. School district goals may also be developed through an education effectiveness program, an evaluation of student progress committee, or through some other locally determined process.

B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district's progress toward implementation of the Minnesota Academic Standards. Instruction and curriculum shall be reviewed and evaluated by taking into account strategies and best practices, student outcomes, principal evaluations under Minnesota Statutes section 123B.147, Subd. 3, and teacher evaluations under Minnesota Statutes section 122A.40, Subd. 8, or 122A.41, Subd. 5.

The Jordan School District has established a continuous curriculum review process that includes yearly documentation of current curricular materials and future needs.

C. Implementation of Graduation Requirements

1. The Advisory Committee shall also advise the school board on implementation of the state and local graduation requirements, including

K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of the Advisory Committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually.

2. The school board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the school board determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the Advisory Committee shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. The Advisory Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (Commissioner) in developing a plan which must include parental involvement components.

3. The educational assessment system component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of achievement growth that show an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or districtwide assessments. The school board will utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

D. Comprehensive Continuous Improvement of Student Achievement

1. By November 1st of each year, the Advisory Committee will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.

2. The Advisory Committee, working in cooperation with other committees of the school district will provide active community participation in:

   a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota K-12 Academic Standards;

   b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;

c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals; and,

d. Advising the school board about development of the annual budget.

3. The Advisory Committee shall meet the following criteria:

a. The Advisory Committee shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.

b. The Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments, and program evaluation.

c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.

d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.

4. The Advisory Committee shall, when possible, be comprised of at least two-thirds community representatives and shall reflect the diversity of the community. To the extent possible, the Advisory Committee shall reflect the diversity of the school district and its school sites and included teachers, parents, support staff, students, and other community residents. Included in its membership could be:

a. The Director of Curriculum (or similar educational leader)

b. Principal

c. School Board Member

d. Student Representative

e. One teacher from each building or instructional level

f. Two parents from each building or instructional level

g. Two residents without school-aged children, non-representative of local business or industry

h. Two residents representative of local business or industry

i. District Assessment Coordinator (if different from "a." above)

5. Translation services should be provided to the extent appropriate and practicable.

6. The Advisory Committee shall meet the following timeline each year:

Fall: Organizational meeting of the Committee to review the authorizing legislation and the roles and responsibilities of the Committee as determined by the school board.

Fall/Ongoing: Agree on the process to be used. Become familiar with the instruction and curriculum of the cycle content area.

Fall/Ongoing: Review evaluation results and prepare recommendations.

Fall/Ongoing: Present recommendations to the school board for its input and approval.

E. Evaluation of Student Progress Committee. A committee of professional staff shall develop a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the Advisory Committee to review instruction and curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. This plan shall annually be approved by the school board.

F. Reporting.

1. Consistent with Minnesota Statutes section 120B.36, Subd. 1, the school board shall publish a report in the local newspaper with the largest circulation in the district, by mail, or by electronic means on the school district website. The school board shall hold an annual public meeting to review and revise,

where appropriate, student achievement goals, local assessment outcomes, plans, strategies, and practices for improving curriculum and instruction and cultural competency, and to review school district success in realizing the previously adopted student achievement goals and related benchmarks and the improvement plans leading to the world's best workforce. The school board must transmit an electronic summary of its report to the Commissioner in the form and manner the Commissioner determines. The school district shall periodically survey affected constituencies in their native languages, where appropriate and practicable, about their connection to and level of satisfaction with school. The school district shall include the results of this evaluation in its published reports and in its summary report to the Commissioner.

2. The school performance report for a school site and a school district must include performance reporting information and calculate proficiency rates as required by the most recently reauthorized Elementary and Secondary Education Act.

Legal References: Minn. Stat. § 120B.018 (Definitions)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.35 (Student Academic Achievement and Growth)
Minn. Stat. § 120B.36 (School Accountability)
Minn. Stat. § 122A.40 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41 (Teacher Tenure Act; Cities of the First Class; Definitions)
Minn. Stat. § 123B.04 (Site Decision Making; Individualized Learning Agreement; Other Agreements)
Minn. Stat. § 123B.147 (Principals)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820-3501.0815 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 619 (Staff Development for Standards)
MSBA/MASA Model Policy 620 (Credit for Learning)

JORDAN PUBLIC SCHOOLS
POLICY

Adopted: April 10, 2006

Revised: August 8th, 2022

714 FUND BALANCES

I. PURPOSE

The purpose of this policy is to create new fund balance classifications to allow for more useful fund balance reporting and for compliance with the reporting guidelines specified in Statement No. 54 of the Governmental Accounting Standards Board (GASB).

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to comply with GASB Statement No. 54. To the extent a specific conflict occurs between this policy and the provisions of GASB Statement No. 54, the GASB Statement shall prevail.

III. DEFINITIONS

A. "Assigned" fund balance amounts are comprised of unrestricted funds constrained by the school district's intent that they be used for specific purposes, but that do not meet the criteria to be classified as restricted or committed. In funds other than the general fund, the assigned fund balance represents the remaining amount that is not restricted or committed. The assigned fund balance category will cover the portion of a fund balance that reflects the school district's intended use of those resources. The action to assign a fund balance may be taken after the end of the fiscal year. An assigned fund balance cannot be a negative number.

B. "Committed" fund balance amounts are comprised of unrestricted funds used for specific purposes pursuant to constraints imposed by formal action of the school board and that remain binding unless removed by the school board by subsequent formal action. The formal action to commit a fund balance must occur prior to fiscal year end; however, the specific amounts actually committed can be determined in the subsequent fiscal year. A committed fund balance cannot be a negative number.

C. "Enabling legislation" means legislation that authorizes a school district to assess, levy, charge, or otherwise mandate payment of resources from external

providers and includes a legally enforceable requirement that those resources be used only for the specific purposes listed in the legislation.

D. "Fund balance" means the arithmetic difference between the assets and liabilities reported in a school district fund.

E. "Nonspendable" fund balance amounts are comprised of funds that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact. They include items that are inherently unspendable, such as, but not limited to, inventories, prepaid items, long-term receivables, non-financial assets held for resale, or the permanent principal of endowment funds.

F. "Restricted" fund balance amounts are comprised of funds that have legally enforceable constraints placed on their use that either are externally imposed by resource providers or creditors (such as through debt covenants), grantors, contributors, voters, or laws or regulations of other governments, or are imposed by law through constitutional provisions or enabling legislation.

G. "Unassigned" fund balance amounts are the residual amounts in the general fund not reported in any other classification. Unassigned amounts in the general fund are technically available for expenditure for any purpose. The general fund is the only fund that can report a positive unassigned fund balance. Other funds would report a negative unassigned fund balance should the total of nonspendable, restricted, and committed fund balances exceed the total net resources of that fund.

H. "Unrestricted" fund balance is the amount of fund balance left after determining both nonspendable and restricted net resources. This amount can be determined by adding the committed, assigned, and unassigned fund balances.

IV. CLASSIFICATION OF FUND BALANCES

The school district shall classify its fund balances in its various funds in one or more of the following five classifications: nonspendable, restricted, committed, assigned, and unassigned.

V. MINIMUM FUND BALANCE

The school district will strive to maintain a minimum unassigned general fund balance of 12 percent of the annual budget.

VI. ORDER OF RESOURCE USE

If resources from more than one fund balance classification could be spent, the school district will strive to spend resources from fund balance classifications in the following order (first to last): restricted, committed, assigned, and unassigned.

VII. COMMITTING FUND BALANCE

A majority vote of the school board is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the board.

VIII. ASSIGNING FUND BALANCE

The school board, by majority vote, may assign fund balances to be used for specific purposes when appropriate. The board also delegates the power to assign fund balances to the following: Superintendent. Assignments so made shall be reported to the school board on a monthly basis, either separately or as part of ongoing reporting by the assigning party if other than the school board.

An appropriation of an existing fund balance to eliminate a projected budgetary deficit in the subsequent year's budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.

IX. REVIEW

The school board will conduct an annual review of the sufficiency of the minimum unassigned general fund balance level.

Legal References: Statement No. 54 of the Governmental Accounting Standards Board

Cross References: None

JORDAN DISTRICT SCHOOLS
POLICY

Adopted: March 11th, 2019

Revised: August 8th, 2022

722 PUBLIC DATA REQUESTS

I. PURPOSE

The school district recognizes its responsibility relative to the collection, maintenance, and dissemination of public data as provided in state statutes.

II. GENERAL STATEMENT OF POLICY

The school district will comply with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 (MGDPA), and Minnesota Rules parts 1205.0100-1205.2000 in responding to requests for public data.

III. DEFINITIONS

A. Government Data

"Government data" means all recorded information that the school district has, including paper, email, flash drives, CDs, DVDs, photographs, etc.

B. Inspection

"Inspection" means the visual inspection of paper and similar types of government data. Inspection does not include printing copies by the school district, unless printing a copy is the only method to provide for inspection of the data. For data stored in electronic form and made available in electronic form on a remote access basis to the public by the school district, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public's own computer equipment.

C. Public Data

"Public data" means all government data collected, created, received, maintained, or disseminated by the school district, unless classified by statute, temporary classification pursuant to statute, or federal law, as nonpublic or protected nonpublic; or, with respect to data on individuals, as private or confidential.

D. Responsible Authority

"Responsible authority" means the individual designated by the school board as the individual responsible for the collection, use, and dissemination of any set of data on individuals, government data, or summary data, unless otherwise provided by state law. Until an individual is designated by the school board, the responsible authority is the superintendent.

E. Summary Data

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

IV. REQUESTS FOR PUBLIC DATA

A. All requests for public data must be made in writing directed to the responsible authority.

1. A request for public data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identification of the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact the requestor (such as phone number, address, or email address).

2. A requestor is not required to explain the reason for the data request.

3. The identity of the requestor is public, if provided, but cannot be required by the government entity.

4. The responsible authority may seek clarification from the requestor if the request is not clear before providing a response to the data request.

B. The responsible authority will respond to a data request at reasonable times and places as follows:

1. The responsible authority will notify the requestor in writing as follows:

a. The requested data does not exist; or

b. The requested data does exist but either all or a portion of the data is not accessible to the requestor; or

(1) If the responsible authority determines that the requested data is classified so that access to the requestor is denied, the responsible authority will inform the requestor of the determination in writing, as soon thereafter as possible, and shall cite the specific statutory section, temporary classification, or specific provision of federal law on which the determination is based.

(2) Upon the request of a requestor who is denied access to data, the responsible authority shall certify in writing that the request has been denied and cite the specific statutory section, temporary classification, or specific provision of federal law upon which the denial was based.

c. The requested data does exist and provide arrangements for inspection of the data, identify when the data will be available for pick-up, or indicate that the data will be sent by mail. If the requestor does not appear at the time and place established for inspection of the data or the data is not picked up within ten (10) business days after the requestor is notified, the school district will conclude that the data is no longer wanted and will consider the request closed.

2. The school district's response time may be affected by the size and complexity of the particular request, including necessary redactions of the data, and also by the number of requests made within a particular period of time.

3. The school district will provide an explanation of technical terminology, abbreviations, or acronyms contained in the responsive data on request.

4. The school district is not required by the MGDPA to create or collect new data in response to a data request, or to provide responsive data in a specific form or arrangement if the school district does not keep the data in that form or arrangement.

5. The school district is not required to respond to questions that are not about a particular data request or requests for data in general.

V. REQUEST FOR SUMMARY DATA

A. A request for the preparation of summary data shall be made in writing directed to the responsible authority.

1. A request for the preparation of summary data must include the following information:

a. Date the request is made;

b. A clear description of the data requested;

c. Identify the form in which the data is to be provided (e.g., inspection, copying, both inspection and copying, etc.); and

d. Method to contact requestor (phone number, address, or email address).

B. The responsible authority will respond within ten (10) business days of the receipt of a request to prepare summary data and inform the requestor of the following:

1. The estimated costs of preparing the summary data, if any; and

2. The summary data requested; or

3. A written statement describing a time schedule for preparing the requested summary data, including reasons for any time delays; or

4. A written statement describing the reasons why the responsible authority has determined that the requestor's access would compromise the private or confidential data.

C. The school district may require the requestor to pre-pay all or a portion of the cost of creating the summary data before the school district begins to prepare the summary data.

VI. COSTS

A. <u>Public Data</u>

1. The school district will charge for copies provided as follows:

a. 100 or fewer pages of black and white, letter or legal sized paper copies will be charged at 25 cents for a one-sided copy or 50 cents for a two-sided copy.

b. More than 100 pages or copies on other materials are charged based upon the actual cost of searching for and retrieving the data and making the copies or electronically sending the data, unless the cost is specifically set by statute or rule.

(1) The actual cost of making copies includes employee time, the cost of the materials onto which the data is copied (paper, CD, DVD, etc.), and mailing costs (if any).

(2) Also, if the school district does not have the capacity to make the copies, e.g., photographs, the actual cost paid by the school district to an outside vendor will be charged.

2. All charges must be paid for in cash in advance of receiving the copies.

B. Summary Data

1. Any costs incurred in the preparation of summary data shall be paid by the requestor prior to preparing or supplying the summary data.

2. The school district may assess costs associated with the preparation of summary data as follows:

a. The cost of materials, including paper, the cost of the labor required to prepare the copies, any schedule of standard copying charges established by the school district, any special costs necessary to produce such copies from a machine-based record-keeping system, including computers and microfilm systems;

b. The school district may consider the reasonable value of the summary data prepared and, where appropriate, reduce the costs assessed to the requestor.

VII. ANNUAL REVIEW AND POSTING

A. The responsible authority shall prepare a written data access policy and a written policy for the rights of data subjects (including specific procedures the school district uses for access by the data subject to public or private data on individuals). The responsible authority shall update the policies no later than August 1 of each year, and at any other time as necessary to reflect changes in personnel, procedures, or other circumstances that impact the public's ability to access data.

B. Copies of the policies shall be easily available to the public by distributing free copies to the public or by posting the policies in a conspicuous place within the

school district that is easily accessible to the public or by posting them on the school district's website.

Data Practices Contacts

Responsible Authority:
Superintendent
500 Sunset Drive; Suite 1; Jordan, MN 55352
952-492-6200; revenson@isd717.org

Data Practices Compliance Official:
Finance Director
500 Sunset Drive; Suite 1; Jordan, MN 55352
952-492-6200; ahafemann@isd717.org

Data Practices Designee(s):
Communications Director
500 Sunset Drive; Suite 1; Jordan, MN 55352
952-492-6200; epickle@isd717.org

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. 13.025 (Government Entity Obligation)

Cross References: MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

INDEPENDENT SCHOOL DISTRICT NO. 717

PUBLIC DATA REQUEST FORM

TO BE COMPLETED BY THE REQUESTOR

REQUESTOR NAME (NOT REQUIRED):	**PHONE NUMBER:***
ADDRESS:*	**EMAIL ADDRESS:***
DATE OF REQUEST:	
DESCRIPTION OF THE INFORMATION REQUESTED: (attach additional page if necessary)	
MANNER IN WHICH RESPONSIVE DATA IS TO BE PROVIDED: **INSPECTION ONLY_____ COPIES ONLY****_____ BOTH INSPECTION AND COPIES_____**** **Inspection is free, but there is a charge for copies. Payment must be received before copies will be provided.	

FOR OFFICE USE ONLY

DATE REQUEST RECEIVED:	**REQUEST RECEIVED BY:**
DATE OF RESPONSE:	**RESPONSE PROVIDED BY:**

***** Requestor's name is optional. However, contact information is necessary to mail/email the data. Also, contact information is needed if the school district does not understand the request. We will not work on such a request until clarified.

JORDAN PUBLIC SCHOOLS
POLICY

Adopted: September 12, 2007

Revised: August 8th, 2022

806 CRISIS MANAGEMENT POLICY

I. PURPOSE

The purpose of this Model Crisis Management Policy is to act as a guide for school district and building administrators, school employees, students, school board members, and community members to address a wide range of potential crisis situations in the school district. For purposes of this Policy, the term, "school districts," shall include charter schools. The step-by-step procedures suggested by this Policy will provide guidance to each school building in drafting crisis management plans to coordinate protective actions prior to, during, and after any type of emergency or potential crisis situation. Each school district should develop tailored building-specific crisis management plans for each school building in the school district, and sections or procedures may be added or deleted in those crisis management plans based on building needs.

The school district will, to the extent possible, engage in ongoing emergency planning within the school district and with emergency responders and other relevant community organizations. The school district will ensure that relevant emergency responders in the community have access to their building-specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. <u>The Policy and Plans</u>

The school district's Crisis Management Policy, also known as the Emergency Action Plan, has been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each building administrator can tailor a building-specific crisis management plan to meet that building's specific situation and needs.

The school district's administration and/or the administration of each building shall present tailored building-specific crisis management plans to the school board for review and approval. The building-specific crisis management plans will include general crisis procedures and crisis-specific procedures. Upon

approval by the school board, such crisis management plans shall be an addendum to this Crisis Management Policy. This Policy and the plans will be maintained and updated on an annual basis.

B. Elements of the District Crisis Management Policy

1. General Crisis Procedures. The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by building administrators when creating their building-specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis, setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the emergency first responder response team. A secondary method of communication should be included in the plan for use when the primary method of communication is inoperable. Each building in the school district will have access to a copy of the Comprehensive School Safety Guide (2011 Edition) to assist in the development of building-specific crisis management plans.

   All general crisis procedures will address specific procedures for the safe evacuation of children and employees with special needs such as physical, sensory, motor, developmental, and mental health challenges.

   a. Lock-Down Procedures. Lock-down procedures will be used in situations where harm may result to persons inside the school building, such as a shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator or his or her designee. The building administrator or designee will announce the lock-down over the public address system or other designated system. Code words will not be used. Provisions for emergency evacuation will be maintained even in the event of a lock-down. Each building administrator will submit lock-down procedures for their building as part of the building-specific crisis management plan.

   b. Evacuation Procedures. Evacuations of classrooms and buildings shall be implemented at the discretion of the building administrator or his or her designee. Each building's crisis management plan will include procedures for transporting students and staff a safe

distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.), visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation procedures should also address transporting necessary medications for students that take medications during the school day.

c. Sheltering Procedures. Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change based upon the specific emergency. The building administrator or his or her designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for his or her building as part of the building-specific crisis management plan.

2. Crisis-Specific Procedures. The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

3. School Emergency Response Teams

a. Composition. The building administrator in each school building will select a school emergency response team that will be trained to respond to emergency situations. All school emergency response team members will receive on-going training to carry out the building's crisis management plans and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability, to the extent possible, school emergency response team members will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the building administrator. Each building will maintain a current list of school emergency response team members which will be updated annually. The building administrator, and his or her alternative designees, will know the location of that list in the

event of a school emergency. A copy of the list will be kept on file in the school district office, or in a secondary location in single building school districts.

b. Leaders. The building administrator or his or her designee will serve as the leader of the school emergency response team and will be the primary contact for emergency response officials. In the event the primary designee is unavailable, the designee list should include more than one alternative designee and may include members of the emergency response team. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. District Employees. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's Crisis Management Policy and their own building's crisis management plan. Each school's building-specific crisis management plan shall include the method and dates of dissemination of the plan to its staff. Employees will receive a copy of the relevant building-specific crisis management plans and shall receive periodic training on plan implementation.

2. Students and Parents. Students and parents shall be made aware of the school district's Crisis Management Policy and relevant tailored crisis management plans for each school building. Each school district's building-specific crisis management plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. Planning and Preparing for Fire

1. Designate a safe area at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion. (Depending on the wind direction, where the building on fire is located,

the direction from which the fire is arriving, and the location of fire equipment, the distance may need to be extended.)

2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.

3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice evacuations using primary evacuation routes and alternate routes.

4. Certain employees, such as those who work in hazardous areas in the building, will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.

5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances, e.g., lunchtime, recess, and during assemblies. State law requires a minimum of five fire drills each school year, consistent with Minnesota Statutes section 299F.30. See Minn. Stat. § 121A.035.

6. A record of fire drills conducted at the building will be maintained in the building administrator's office.

7. The school district will have prearranged sites for emergency sheltering and transportation as needed.

8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g., switchboard, building engineer, etc.). The school district also will designate an administrator or his or her designee to meet local fire or law enforcement agents upon their arrival.

C. Facility Diagrams and Site Plans

All school buildings will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be updated regularly and whenever a major change is made to a building. Facility diagrams and site plans will be maintained by the building administrator and will be easily accessible and on file in the school district office. Facility diagrams and site plans will be provided to first

responders, such as fire and law enforcement personnel.

D. Emergency Telephone Numbers

Each building will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be kept on file in the school district office, or at a secondary location for single building school districts, and will be updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific building in need of emergency services.

School district plans will set forth a process to internally communicate an emergency, using telephones in classrooms, intercom systems, or two-way radios, as well as the procedure to enable the staff to rapidly convey emergency information to a building designee. Each plan will identify a primary and secondary method of communication for both internal and secondary use. It is recommended that the plan include several methods of communication because computers, intercoms, telephones, and cell phones may not be operational or may be dangerous to use during an emergency.

E. Warning and Notification Systems

The school district shall maintain a warning system designed to inform students, staff, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school buildings. The school district should consider an alternate notification system to address the needs of staff and students with special needs, such as vision or hearing.

The building administrator shall be responsible for informing students and employees of the warning system and the means by which the system is used to identify a specific crisis or emergency situation. Each school's building-specific crisis management plan will include the method and frequency of dissemination of the warning system information to students and employees.

F. Early School Closure Procedures

The superintendent will make decisions about closing school or buildings as early in the day as possible. The early school closure procedures will set forth the criteria for early school closure (e.g., weather-related, utility failure, or a crisis

situation), will specify how closure decisions will be communicated to staff, students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school building web sites), and will discuss the factors to be considered in closing and reopening a school or building.

Early school closure procedures also will include a reminder to parents and guardians to listen to designated local radio and TV stations for school closing announcements, where possible.

G. Media Procedures

The superintendent has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.

H. Behavioral Health Crisis Intervention Procedures

Short-term behavioral health crisis intervention procedures will set forth the procedure for initiating behavioral health crisis intervention plans. The procedures will utilize available resources including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. Counseling procedures will be used whenever the superintendent or the building administrator determines it to be necessary, such as after an assault, a hostage situation, shooting, or suicide. The behavioral health crisis intervention procedures shall include the following steps:

1. Administrator will meet with relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.

2. Designate specific rooms as private counseling areas.

3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.

4. Prohibit media from interviewing or questioning students or staff.

5. Provide follow-up services to students and staff who receive counseling.

6. Resume normal school routines as soon as possible.

I. Long-Term Recovery Intervention Procedures

Long-term recovery intervention procedures may involve both short-term and long-term recovery planning:

1. Physical/structural recovery.

2. Fiscal recovery.

3. Academic recovery.

4. Social/emotional recovery.

IV. SAMPLE PROCEDURES INCLUDED IN THIS POLICY

Sample procedures for the various hazards/emergencies listed below are attached to this Policy for use when drafting specific crisis management plans. Additional sample procedures may be found in the Response section of the Comprehensive School Safety Guide (2011 Edition). After approval by the school board, an adopted procedure will become an addendum to the Crisis Management Policy.

A. Fire

B. Hazardous Materials

C. Severe Weather: Tornado/Severe Thunderstorm/Flooding

D. Medical Emergency

E. Fight/Disturbance

F. Assault

G. Intruder

H. Weapons

I. Shooting

J. Hostage

K. Bomb Threat

L. Chemical or Biological Threat

M. Checklist for Telephone Threats

N. Demonstration

O. Suicide

P. Lock-down Procedures

Q. Shelter-In-Place Procedures

R. Evacuation/Relocation

S. Media Procedures

T. Post-Crisis Procedures

U. School Emergency Response Team

V. Emergency Phone Numbers

W. Highly Contagious Serious Illness or Pandemic Flu

V. MISCELLANEOUS PROCEDURES

A. Chemical Accidents

Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pool areas, and janitorial closets.

B. Visitors

The school district shall implement procedures mandating visitor sign in and visitors in school buildings. See MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites).

The school district shall implement procedures to minimize outside entry into school buildings except at designated check-in points and assure that all doors are locked prior to and after regular building hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

Legal References: Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School

Zones)
Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses)
Minn. Rules Ch. 7511 (Fire Code)
20 U.S.C. § 1681, *et seq.* (Title IX)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 *et seq.* (Disaster Relief and Emergency Assistance)

Cross References: MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)
Comprehensive School Safety Guide
https://dps.mn.gov/divisions/hsem/mn-school-safety-center/Documents/Comprehensive%20School%20Safety%20Guide.pdf

JORDAN PUBLIC SCHOOLS
POLICY

Adopted: July 9, 2012

Revised: August 8th, 2022

208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

I. PURPOSE

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to continue to be an ongoing effort.

II. GENERAL STATEMENT OF POLICY

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policy statements shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form which is sufficiently explicit to guide administrative action.

III. DEVELOPMENT OF POLICY

A. The school board has jurisdiction to legislate policy for the school district with the force and effect of law. School board policy provides the general direction as to what the school board wishes to accomplish while delegating implementation of policy to the administration.

B. The school board's written policies provide guidelines and goals to the school community. The policies shall be the basis for the formulation of guidelines and directives by the administration. The school board shall determine the effectiveness of the policies by evaluating periodic reports from the administration.

C. Policies may be proposed by a school board member, employee, student or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

IV. ADOPTION OF POLICY

A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The

proposals shall be distributed and public comment will be allowed at both meetings prior to final school board action.

B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a subsequent meeting after the meetings at which public input was received. The policy will be effective on the later of the date of passage or the date stated in the motion.

C. In the case of an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The emergency policy shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency situation.

D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

V. IMPLEMENTATION OF POLICY

A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.

B. Each school board member shall have access to an electronic copy of this policy manual. A hard copy of the manual shall be available in the district office. It may also be made available online for reference purposes to other interested persons in other district buildings.

C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the policy manuals current.

D. The school board shall review policies at least once every three years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: 506 Student Discipline; 722 Public Data Requests; and 806 Crisis Management Policy.

E. When no school board policy exists to provide guidance on a matter, the

superintendent is authorized to act appropriately under the circumstances keeping in mind the educational philosophy and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

Cross References: MSBA/MASA Model Policy 305 (Policy Implementation)

JORDAN DISTRICT SCHOOLS
POLICY

Adopted: Sept. 12, 2007

Revised: August 8th, 2022

209 CODE OF ETHICS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

1. Attend school board meetings.

2. Come to the meetings prepared for discussion of the agenda items.

3. Listen to the opinions and views of others (including, but not limited to, other school board members, administration, staff, students, and community members).

4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.

5. Support the decision of the school board, even if my position concerning the issue was different.

6. Recognize the integrity of my predecessors and associates and appreciate their work.

7. Be primarily motivated by a desire to provide the best possible education for the students of my school district.

8. Inform myself about the proper duties and functions of a school board member.

B. IN PERFORMING THE PROPER FUNCTIONS OF A SCHOOL BOARD

MEMBER, I WILL:

1. Focus on education policy as much as possible.

2. Remember my responsibility is to set policy – not to implement policy.

3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.

4. Recognize that my responsibility, exercised through the actions of the school board as a whole, is to see that the schools are properly run – not to run them myself.

5. Work through the superintendent – not over or around the superintendent.

6. Delegate the implementation of school board decisions to the superintendent.

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

1. Respect the rights of others to have and express opinions.

2. Recognize that authority rests with the school board in legal session – not with the individual members of the school board except as authorized by law.

3. Make no disparaging remarks, in or out of school board meetings, about other members of the school board or their opinions.

4. Keep an open mind about how I will vote on any proposition until the board has met and fully discussed the issue.

5. Make decisions by voting in school board meetings after all sides of debatable questions have been presented.

6. Insist that committees be appointed to serve only in an advisory capacity to the school board.

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

1. Attempt to appraise and plan for both the present and future educational needs of the school district and community.

2. Attempt to obtain adequate financial support for the school district's programs.

3. Insist that business transactions of the school district be ethical and open.

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

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

1. Hold the superintendent responsible for the administration of the school district.

2. Give the superintendent authority commensurate with his or her responsibilities.

3. Assure that the school district will be administered by the best professional personnel available.

4. Consider the recommendation of the superintendent in hiring all employees.

5. Participate in school board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate information supporting the recommendation.

6. Insist the superintendent keep the school board adequately informed at all times.

7. Offer the superintendent counsel and advice.

8. Recognize the status of the superintendent as the chief executive officer and a non-voting, ex officio member of the school board.

9. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board for proper referral according to the chain of command.

10. Present any personal criticisms of employees to the superintendent.

11. Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.

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

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

school board member.

2. Comply with all school district policies as adopted by the school board.

3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over school districts.

4. Recognize that school district business may be legally transacted only in an open meeting of the school board.

5. Avoid conflicts of interest and refrain from using my school board position for personal gain.

6. Take no private action that will compromise the school board or administration.

7. Guard the confidentiality of information that is protected under applicable law.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09 (School Board Powers)
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

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

JORDAN DISTRICT SCHOOLS
POLICY

Adopted: Sept. 12, 2007

Revised: August 8th, 2022

210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS

A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.

B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:

1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minnesota Statutes chapter 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the school board minutes. Disclosure shall be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and need only be made once;

2. The designation of an official newspaper, or publication of official matters

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

3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;

4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:

   a. The school board shall authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.

   b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.

   c. Before a claim is paid, the interested school board member shall 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 when 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 at which all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee only if 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 $20,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting at which all school board members are present, that employment is immediately terminated and that school board member has no further rights to employment while serving as a school board member in the school district.

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

IV. LIMITATIONS ON RELATED EMPLOYEES

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

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

V. CONFLICTS PRIOR TO TAKING OFFICE

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

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

VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS

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

Legal References:
Minn. Stat. § 122A.40, Subd. 3 (Employment; Contracts; Termination)
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)

JORDAN DISTRICT SCHOOLS
POLICY

Adopted: September 12th, 2007

Revised: August 8th, 2022

416 DRUG AND ALCOHOL TESTING

I. PURPOSE

A. The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.

B. The school board believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. To provide such an environment, the purpose of this policy is to provide authority so that the school board may require all employees and/or job applicants to submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in federal law and Minnesota Statutes, sections 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950-181.957.

B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minnesota Statutes, sections 181.950- 181.957.

C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of drugs that are not medically prescribed, including medical cannabis, whether or not it has been prescribed for the employee, is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school

district property. Employees under the influence of drugs that are not medically prescribed are prohibited from entering or remaining on school district property.

D. The use, possession, sale, purchase, transfer, or dispensing of alcohol is prohibited on school district property (which includes school district vehicles), while operating school district vehicles or equipment, and at any school-sponsored program or event. Use of alcohol is also prohibited throughout the school or work day, including lunch or other breaks, whether or not the employee is on or off school district property. Employees under the influence of alcohol are prohibited from entering or remaining on school district property.

E. Any employee who violates this section shall be subject to discipline that includes, but is not limited to, immediate suspension without pay and immediate discharge.

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

A. General Statement of Policy

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

B. Definitions

1. "Actual Knowledge" means actual knowledge by the school district that a driver has used alcohol or controlled substances based on: (a) direct observation of the employee's use (not observation of behavior sufficient to warrant reasonable suspicion testing); (b) information provided by a previous employer; (c) a traffic citation; or (d) an employee's admission, except when made in connection with a qualified employee self-admission program.

2. "Alcohol Screening Device" (ASD) means a breath or saliva device, other than an Evidential Breath Testing Device (EBT), that is approved by the National Highway Traffic Safety Administration and placed on its Conforming Products List for such devices.

3. "Breath Alcohol Technician" (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.

4. "Commercial Motor Vehicle" (CMV) includes a vehicle that is designed to transport 16 or more passengers, including the driver.

5. "Designated Employer Representative" (DER) means an employee authorized

by the school district to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation process. The DER receives test results and other communications for the school district.

6. "Department of Transportation" (DOT) means United States Department of Transportation.

7. "Direct Observation" means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.

8. "Driver" is any person who operates a CMV, including full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers, and independent owner-operator contractors.

9. "Evidential Breath Testing Device" (EBT) means a device approved by the National Highway Traffic Safety Administration for the evidentiary testing of breath for alcohol concentration and placed on its Conforming Products List for such devices.

10. "Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

11. "Medical Review Officer" (MRO) means a licensed physician responsible for receiving and reviewing laboratory results generated by the school district's drug testing program and for evaluating medical explanations for certain drug tests.

12. "Refusal to Submit" (to an alcohol or controlled substances test) means that a driver: (a) fails to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so; (b) fails to remain at the testing site until the testing process is complete; (c) fails to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test; (d) fails to permit the observation or monitoring of the driver's provision of a specimen in the case of a directly observed or monitored collection in a drug test; (e) fails to provide a sufficient breath specimen or sufficient amount of urine when directed and a determination has been made that no adequate medical explanation for the failure exists;
(f) fails or declines to take an additional test as directed by the school district or collector; (g) fails to undergo a medical examination or evaluation, as directed by the MRO or the DER; (h) fails to cooperate with any part of the testing process (e.g., refuses to empty pockets when so directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector, fails

to sign the certification on the forms); (i) fails to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process; (j) possesses or wears a prosthetic or other device that could be used to interfere with the collection process; (k) admits to the collector or MRO that the driver adulterated or substituted the specimen; or (l) is reported by the MRO as having a verified adulterated or substituted test result. An applicant who fails to appear for a pre-employment test, who leaves the testing site before the pre-employment testing process commences, or who does not provide a urine specimen because he or she has left before it commences is not deemed to have refused to submit to testing.

13. "Safety-Sensitive Functions" are on-duty functions from the time the driver begins work or is required to be in readiness to work until relieved from work and all responsibility for performing work, and include such functions as driving, loading and unloading vehicles, or supervising or assisting in the loading or unloading of vehicles, servicing, repairing, obtaining assistance to repair, or remaining in attendance during the repair of a disabled vehicle.

14. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.

15. "Stand Down" means the practice of temporarily removing an employee from performing safety-sensitive functions based only upon a laboratory report to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test before the MRO completes the verification process.

16. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV. The school district shall provide to each driver information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.

2. The school district shall provide to each driver information required under Title 49 of the Code of Federal Regulations, including information concerning

the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or controlled substance problem (the driver's or a coworker's); and available methods of intervening when an alcohol or controlled substance problem is suspected, including confrontation, referral to an employee assistance program, and/or referral to management.

3. The school district shall require each driver to sign a statement certifying that he or she has received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

4. The school district shall require each driver to sign a statement certifying that the driver received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager

1. The program manager will coordinate the implementation, direction, and administration of the alcohol and controlled substances testing policy for bus drivers. The program manager is the principal contact for the collection site, the testing laboratory, the MRO, the BAT, the SAP, and the person submitting to the test. Employee questions concerning this policy shall be directed to the program manager.

2. The school district shall designate a program manager and provide written notice of the designation to each driver along with this policy.

E. Specific Prohibitions for Drivers

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

2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.

3. On-Duty Use. No driver shall use alcohol while performing safety- sensitive functions.

4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.

5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.

6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.

7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV. Controlled substance includes medical cannabis, regardless of whether the driver is enrolled in the state registry program.

8. Positive, Adulterated, or Substituted Test for Controlled Substance. No driver shall report for duty, remain on duty, or perform a safety-sensitive function if the driver tests positive for controlled substances, including medical cannabis, or has adulterated or substituted a test specimen for controlled substances.

9. General Prohibition. Drivers are also subject to the general policies and procedures of the school district that prohibit possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

No driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and the policies of the school district.

G. Prescription Drugs/ Cannabinoid Products

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

only used nonintoxicating cannabinoids or edible cannabinoid product.

H. Testing Requirements

1. Pre-Employment Testing

a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.

b. Tests shall be conducted only after the applicant has received a conditional offer of employment.

c. To be hired, the applicant must test negative and must sign an agreement in the form of Attachment B to this policy, authorizing former employers to release to the school district all information on the applicant's alcohol tests with results of blood alcohol concentration of 0.04 or higher, or verified positive results for controlled substances, including medical cannabis, or refusals to be tested (including verified adulterated or substituted drug test results), or any other violations of DOT agency drug and alcohol testing regulations, or, if the applicant violated the testing regulations, documentation of the applicant's successful completion of DOT return-to-duty requirements (including follow-up tests), within the preceding two (2) years.

d. The applicant also must be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee, during the last two (2) years, applied for, but did not obtain, safety- sensitive transportation work covered by DOT testing rules.

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

2. Post-Accident Testing

a. As soon as practicable following an accident involving a CMV, the

school district shall test the driver for alcohol and controlled substances, including medical cannabis, if the accident involved the loss of human life or if the driver receives a citation for a moving traffic violation arising from an accident which results in bodily injury or disabling damage to a motor vehicle.

b. Drivers should be tested for alcohol use within two (2) hours and no later than eight (8) hours after the accident.

c. Drivers should be tested for controlled substances, including medical cannabis, no later than thirty-two (32) hours after the accident.

d. A driver subject to post-accident testing must remain available for testing, or shall be considered to have refused to submit to the test.

e. If a post-accident alcohol test is not administered within two (2) hours following the accident, the school district shall prepare and maintain on file a record stating the reasons the test was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours.

f. If a post-accident alcohol test is not administered within eight (8) hours following the accident or a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, the school district shall cease attempts to administer the test, and prepare and maintain on file a record stating the reasons for not administering the test.

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

3. Random Testing

a. The school district shall conduct tests on a random basis at unannounced times throughout the year, as required by the federal regulations.

b. The school district shall test for alcohol at a minimum annual percentage rate of 10% of the average number of driver positions, and for controlled substances, including medical cannabis, at a minimum annual percentage of 50%.

c. The school district shall adopt a scientifically valid method for selecting drivers for testing, such as random number table or a computer-based random number generator that is matched with identifying numbers of the drivers. Each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.

d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.

e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

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

b. The reasonable suspicion determination must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, or body odors. The required observations for reasonable suspicion of a controlled substances violation may include indications of the chronic and withdrawal effects of controlled substances.

c. Alcohol testing shall be administered within two (2) hours following a determination of reasonable suspicion. If it is not done within two (2) hours, the school district shall prepare and maintain a record explaining why it was not promptly administered and continue to attempt to administer the alcohol test within eight (8) hours. If an alcohol test is not administered within eight (8) hours following the determination of reasonable suspicion, the school district shall cease attempts to administer the test and state in the record the reasons for not administering the test.

d. The supervisor or school district official who makes observations leading to a controlled substances reasonable suspicion test shall make and sign a written record of the observations within twenty- four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

5. Return-To-Duty Testing. A driver found to have violated this policy shall not return to work until an SAP has determined the employee has successfully complied with prescribed education and/or treatment and until undergoing return-to-duty tests indicating an alcohol concentration of less than 0.02 and a

confirmed negative result for the use of controlled substances. The school district is not required to return a driver to safety-sensitive duties because the driver has met these conditions; this is a personnel decision subject to collective bargaining agreements or other legal requirements.

6. Follow-Up Testing. When an SAP has determined that a driver is in need of assistance in resolving problems with alcohol and/or controlled substances, the driver shall be subject to unannounced follow-up testing as directed by the SAP for up to sixty (60) months after completing a treatment program.

7. Refusal to Submit and Attendant Consequences

   a. A driver or driver applicant may refuse to submit to drug and alcohol testing.

   b. Refusal to submit to a required drug or alcohol test subjects the driver or driver applicant to the consequences specified in federal regulations as well as the civil and/or criminal penalty provisions of 49 United States Code section 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.

   c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.

   d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

   e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I. Testing Procedures

1. Drug Testing

   a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated collection site. The collection site personnel will then pour the sample into two sample bottles, labeled "primary" and "split," seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen

preparation shall be conducted in sight of the donor.

b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor's inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.

c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor's expense. No split specimen testing is done for an invalid result.

d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor's failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test result as received from the testing laboratory exists.

e. If, after making reasonable efforts and documenting those efforts, the MRO is unable to reach the donor directly, the MRO must contact the DER who will direct the donor to contact the MRO. If the DER is unable to contact the donor, the donor will be suspended from performing safety-sensitive functions.

f. The MRO may confirm the test as a positive without having communicated directly with the donor about the test results under the following circumstances:

(1) The donor expressly declines the opportunity to discuss the test results;

(2) The donor has not contacted the MRO within seventy-two (72) hours of being instructed to do so by the DER; or

(3) The MRO and the DER, after making and documenting all reasonable efforts, have not been able to contact the donor within ten (10) days of the date the confirmed test result was received from the laboratory.

2. Alcohol Testing

a. The federal alcohol testing regulations require testing to be administered by a BAT using an EBT or an STT using an ASD. EBTs and ASDs can be used for screening tests but only EBTs can be used for confirmation tests.

b. Any test result less than 0.02 alcohol concentration is considered a "negative" test.

c. If the donor is unable to provide sufficient saliva for an ASD, the DER will immediately arrange to use an EBT. If the donor attempts and fails to provide an adequate amount of breath, the school district will direct the donor to obtain a written evaluation from a licensed physician to determine if the donor's inability to provide a breath sample is genuine or constitutes a refusal to test.

d. If the screening test results show alcohol concentration of 0.02 or higher, a confirmatory test conducted on an EBT will be required to be performed between fifteen (15) and thirty (30) minutes after the completion of the screening test. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.

2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:

a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and

b. The employee refuses to participate in the recommended program, or fails to successfully complete the program as evidenced by withdrawal before its completion or by a positive test result on a confirmatory test after completion of the program.

c. This limitation on employee discharge does not bar discharge of an employee for reasons independent of the first confirmed positive test result.

K. Testing Laboratory

The testing laboratory for controlled substances will be Trust in Us. [393 Dunlap St. N. Suite 120 St. Paul, MN 55104, 651-646-9596], which is a laboratory certified by the Department of Health and Human Services – SAMHSA to perform controlled substances testing pursuant to federal regulations.

L. Confidentiality of Test Results

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

M. Recordkeeping Requirements and Retention of Records

1. The school district shall keep and maintain records in accordance with the federal regulations in a secure location with controlled access.

2. The required records shall be retained for the following minimum periods:

Basic records 5 years

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

Information obtained from previous employers	3 years
Alcohol and controlled substance collection procedures	2 years
Negative and cancelled controlled substance tests	1 year
Alcohol tests with less than 0.02 concentration	1 year
Education and training records	indefinite

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

3. Personal Information

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

a. The name of the person tested;

b. Any verified positive, adulterated, or substituted drug test result;

c. Any alcohol confirmation test with a BAC concentration of 0.04 or higher;

d. Any refusal to submit to any test required hereunder;

e. Any report by a supervisor of actual knowledge of use as follows

i. Any on-duty alcohol use;
ii. Any pre-duty alcohol use;
iii. Any alcohol use following an accident; and
iv. Any controlled substance use.

f. Any report from a substance abuse professional certifying successful completion of the return-to-work process;

g. Any negative return-to-duty test; and

h. Any employer's report of completion of follow-up testing.

N. Training

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

O. Consequences of Prohibited Conduct and Enforcement

1. Removal. The school district shall remove a driver who has engaged in prohibited conduct from safety-sensitive functions. A driver shall not be permitted to return to safety-sensitive functions until and unless the return-to-duty requirements of federal DOT regulations have been completed.

2. Referral, Evaluation, and Treatment

a. A driver or driver applicant who has engaged in prohibited conduct shall be provided a listing of SAPs readily available to the driver or applicant and acceptable to the school district.

b. If the school district offers a driver an opportunity to return to a DOT safety-sensitive duty following a violation, the driver must be evaluated by an SAP and the driver is required to successfully comply with the SAP's evaluation recommendations (education, treatment, follow-up evaluation(s), and/or ongoing services). The school district is not required to provide an SAP evaluation or any subsequent recommended education or treatment.

c. Drivers are responsible for payment for SAP evaluations and services unless a collective bargaining agreement or employee benefit plan provides otherwise.

d. Drivers who engage in prohibited conduct also are required to comply with follow-up testing requirements.

3. Disciplinary Action

a. Any driver who refuses to submit to post-accident, random, reasonable suspicion, or follow-up testing not only shall not perform or continue to perform safety-sensitive functions, but also may be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

b. Drivers who test positive with verification of a confirmatory test or are otherwise found to be in violation of this policy or the federal regulations shall be subject to disciplinary action, which may include immediate suspension without pay and/or immediate discharge.

c. Nothing in this policy limits or restricts the right of the school district to discipline or discharge a driver for conduct which not only constitutes prohibited conduct under this policy but also violates the school district's other rules or policies.

P. Other Testing

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

Q. Report to Clearinghouse

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

R. Annual Clearinghouse Query

1. The school district must conduct a query of the Clearinghouse record at least once per year for information for all employees subject to controlled substance and alcohol testing related to CMV operation to determine whether information exists in the Clearinghouse about those employees. In lieu of a full query, the school district may obtain the individual driver's consent to conduct a limited query to satisfy the annual query requirement. The limited query will tell the employer whether there is information about the driver in the Clearinghouse but will not release that information to the employer. If the limited query shows that information exists in the Clearinghouse about the driver, the school district must conduct a full query within twenty-four (24) hours or must not allow the driver to continue to perform any safety-sensitive function until the employee conducts the full query and the results confirm the driver's Clearinghouse record contains no prohibitions showing the driver has a verified positive, adulterated or substitute controlled substance test, no alcohol confirmation test with a concentration of 0.04 or higher, refuses to submit to a test, or was reported to have used alcohol on duty, before duty, following an accident or otherwise used a controlled substance in violation of the regulations except where the driver completed the SAP evaluation, referral and education/treatment process as required by the regulations. The school district shall comply with the query requirements set forth in 49 Code of Federal Regulations§ 382.701.

2 The school district may not access an individual's Clearinghouse record unless the school district (1) obtains the individual's prior written or electronic consent for access to the record; and (2) submits proof of the individual's consent to the Clearinghouse. The school district must retain the consent for three (3) years from the date of the last query. The school district shall retain for three (3) years a record of each request for records from the Clearinghouse and the

information received pursuant to the request.

3. The school district shall protect the individual's privacy and confidentiality of each Clearinghouse record it receives. The school district shall ensure that information contained in a Clearinghouse record is not divulged to a person or entity not directly involved in assessing and evaluating whether a prohibition applies with respect to the individual to operate a CMV for the school district.

4. The school district may use an individual's Clearinghouse record only to assess and evaluate whether a prohibition applies with respect to the individual to operate a CMV for the school district.

IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

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

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

1. General Limitations

a. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, unless the testing is done pursuant to this drug and alcohol testing policy; and is conducted by a testing laboratory that meets one of the criteria listed in Minnesota Statutes section 181.953, subdivision 1.

b. The school district will not request or require an employee or job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing on an arbitrary and capricious basis.

2. Job Applicant Testing

The school district may request or require any job applicant whose position does not require a commercial driver's license to undergo drug and alcohol testing, provided a job offer has been made to the applicant and the same test is requested or required of all job applicants conditionally offered

employment for that position. If a job applicant has received a job offer that is contingent on the applicant's passing drug and alcohol testing, the school district may not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. In the event the job offer is subsequently withdrawn, the school district shall notify the job applicant of the reason for its action.

3. Random Testing

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

4. Reasonable Suspicion Testing

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

a. is under the influence of drugs or alcohol;

b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;

c. has sustained a personal injury, as that term is defined in Minnesota Statutes section 176.011, subdivision 16, or has caused another employee to sustain a personal injury; or

d. has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work- related accident.

5. Treatment Program Testing

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

6. Routine Physical Examination Testing

The school district may request or require any employee to undergo drug and

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

B. No Legal Duty to Test

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

C. Definitions

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

2. "Drug and Alcohol Testing," "Drug or Alcohol Testing," and "Drug or Alcohol Test" mean analysis of a body component sample by a testing laboratory that meets one of the criteria listed in Minnesota Statutes section 181.953, subdivision 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

3. "Other Employees" means any persons, independent contractors, or persons working for an independent contractor who perform services for the school district for compensation, either full time or part time, in whatever form, except for persons whose positions require a commercial driver's license, and includes both professional and nonprofessional personnel. Persons whose positions require a commercial driver's license are primarily governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.). To the extent that the drug and alcohol testing of persons whose positions require a commercial driver's license is not mandated by federal law and regulations, such testing shall be governed by Section IV. of this policy and the drivers shall fall within this definition of "other employees."

4. "Job Applicant" means a person, independent contractor, or person working for an independent contractor who applies to become an employee of the school district in a position that does not require a commercial driver's license, and includes a person who has received a job offer made contingent on the person's passing drug or alcohol testing. Job applicants for positions requiring a commercial driver's license are governed by the provisions of the school district's drug and alcohol testing policy relating to school bus drivers (Section III.).

5. "Positive Test Result" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes section 181.953, subdivision 1.

6. "Random Selection Basis" means a mechanism for selection of employees that:

   a. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and

   b. does not give the school district discretion to waive the selection of any employee selected under the mechanism.

7. "Reasonable Suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

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

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

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

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

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

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

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

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

E. Reliability and Fairness Safeguards

1. Pretest Notice

   Before requesting an employee or job applicant whose position does not require a commercial driver's license to undergo drug or alcohol testing, the

school district shall provide the employee or job applicant with a Pretest Notice in the form of Attachment D to this policy on which to acknowledge that the employee or job applicant has received the school district's drug and alcohol testing policy.

2. Notice of Test Results

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

3. Notice of and Right to Test Result Report

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

4. Notice of and Right to Explain Positive Test Result

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

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

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

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

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

5. Notice of and Right to Request Confirmatory Retests

a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide the individual with notice of the test results and, at the same time, written notice of the right to request a confirmatory retest of the original sample at his or her expense.

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

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

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

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

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a

drug or alcohol test requested by the school district, unless the following conditions have been met:

a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.

6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.

7. An employee must be given access to information in the individual's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

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

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

H. Chain-of-Custody Procedures

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

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;

2. The sample must always be in the possession of, must always be in view of, or must be placed in a secure area by a person authorized to handle the sample;

3. A sample must be accompanied by a written chain-of-custody record; and

4. Individuals relinquishing or accepting possession of the sample must record the time the possession of the sample was transferred and must sign and date the chain-of-custody record at the time of transfer.

I. Privacy, Confidentiality and Privilege Safeguards

1. Privacy Limitations

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

2. Confidentiality Limitations

With respect to employees and job applicants, test result reports and other information acquired in the drug or alcohol testing process are private data on individuals as that phrase is defined in Minnesota Statutes Chapter 13, and may not be disclosed by the school district or laboratory to another employer or to a third-party individual, governmental agency, or private organization without the written consent of the employee or job applicant tested.

3. Exceptions to Privacy and Confidentiality Disclosure Limitations

Notwithstanding Paragraphs 1. and 2., evidence of a positive test result on a confirmatory test may be: (1) used in an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under Minnesota Statute Chapter 43A or other applicable state or local law, or a judicial

proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

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

J. Notice of Testing Policy to Affected Employees

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

V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
Minn. Stat. § 176.011, subd. 16 (Definitions; Personal Injury)
Minn. Stat. §§ 181.950-181.957 (Drug and Alcohol Testing in the Workplace)
Minn. Stat. § 221.031 (Motor Carrier Rules)
49 U.S.C. § 31306 (Omnibus Transportation Employee Testing Act of 1991)
49 U.S.C. 31306a (National Clearinghouse for Controlled Substance and Alcohol Test Results of Commercial Motor Vehicle Operators)
49 U.S.C. § 521(b) (Civil and Criminal Penalties for Violations)
49 C.F.R. Parts 40 and 382 (Department of Transportation Rules Implementing Omnibus Transportation Employee Testing Act of 1991)

Cross-References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug-Free School)

ATTACHMENTS TO
DRUG AND ALCOHOL TESTING POLICY

Attachments A through C are to be used in conjunction with the drug and alcohol testing of bus drivers and driver applicants.

- Attachment A is a "Driver Acknowledgment–Drug and Alcohol Testing Policy Materials" form that should be used to document receipt of the policy and other materials by drivers and driver applicants. It is referred to in Article III., Section C., Paragraph 4. of the policy.

- Attachment B is a "Bus Driver or Driver Applicant–Authorization to Release Information" form. It is referred to in Article III., Section H., Paragraph 1. of the policy.

- Attachment C is a "Bus Driver or Driver Applicant–Refusal to Submit to Testing" form. It is referred to in Article III., Section H., Paragraph 7. of the policy.

Attachments D through G are to be used in conjunction with drug and alcohol testing of non-bus drivers and applicants.

- Attachment D is a "Pretest Notice" that must be provided to non-school bus driver employees or job applicants before requesting that the employee or job applicant undergo drug or alcohol testing. It is referred to in Article IV., Section E., Paragraph 1. of the policy.

- Attachment E is a "Notice of Test Results and Various Rights" which should be used by the District when notifying non-school bus driver employees or job applicants of test results and other rights. It is referred to in Article IV., Section E., Paragraph 6. of the policy.

- Attachment F is an "Explanation of Positive Test Result" form which should be used by the school district to request that the employee or job applicant submit information to the school district relevant to the reliability of, or explanation for, a positive test result. It is referred to in Article IV., Section E., Paragraph 4. of the policy.

- Finally, the District may wish to use Attachment G, entitled "Acknowledgment–Drug and Alcohol Testing Policy," to document that written notice of the policy was given to all affected employees. It is referred to in Article IV., Section J. of the policy.

ATTACHMENT A

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— DRIVER ACKNOWLEDGMENT —

DRUG AND ALCOHOL TESTING POLICY AND MATERIALS

I have received a copy of the Drug and Alcohol Testing Policy of Independent School District No. ____, _____, Minnesota and have read it in its entirety. I understand that I am subject to the provisions of Article III of the policy, entitled Drug and Alcohol Testing for Bus Drivers, because the position involves operating a commercial motor vehicle and requires a commercial driver's license.

The District's policy was provided to me:

- ☐ Upon adoption of the policy (employee).
- ☐ Upon my hire (job applicant/new employee).
- ☐ After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing (job applicant).

I also received materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem; and available methods of intervening when an alcohol or drug problem is suspected.

I have been advised that the Alcohol and Controlled Substances Testing Program Manager is _____ and that any questions I may have concerning the Policy should be directed to the Program Manager.

Dated: _____ _____

Signature of Employee/Applicant

_____

Typed or Printed Name

ATTACHMENT B

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— BUS DRIVER OR DRIVER APPLICANT —

AUTHORIZATION TO RELEASE INFORMATION

Section I. To be completed by the school district, signed by the bus driver, or driver applicant, and transmitted to the previous employer:

Employee Printed or Typed Name: _____

Employee SS or ID Number: _____

I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer, listed in Section I-B, to the employer listed in Section I-A. This release is in accordance with DOT Regulation 49 CFR Part 40, Section 40.25. I understand that information to be released in Section II-A by my previous employer, is limited to the following DOT-regulated testing items:

1. Alcohol tests with a result of 0.04 or higher;
2. Verified positive drug tests;
3. Refusals to be tested;
4. Other violations of DOT agency drug and alcohol testing regulations;
5. Information obtained from previous employers of a drug and alcohol rule violation;
6. Documentation, if any, of completion of the return-to-duty process following a rule violation.

Employee Signature: _____ Date: _____

Section I-A.
School District Name: _____

Address: _____

_____

Phone #: _____ Fax #: _____

Designated Employer Representative: _____

Section I-B.

Previous Employer Name: _____

Address: _____

_____

Phone #: _____

Designated Employer Representative (if known): _____

Section II. To be completed by the previous employer and transmitted by mail or fax to the new employer:

Section II-A. In the two years prior to the date of the employee's signature (in Section I), for DOT-regulated testing:

1. Did the employee have alcohol tests with a result of 0.04 or higher? YES _____ NO _____
2. Did the employee have verified positive drug tests? YES _____ NO _____
3. Did the employee refuse to be tested? YES _____ NO _____
4. Did the employee have other violations of DOT agency drug and alcohol testing regulations? YES _____ NO _____
5. Did a previous employer report a drug and alcohol rule violation to you? YES _____ NO _____
6. If you answered "yes" to any of the above items, did the employee complete the return-to-duty process? N/A_____ YES _____ NO _____

NOTE: If you answered "yes" to item 5, you must provide the previous employer's report. If you answered "yes" to item 6, you must also transmit the appropriate return-to-duty documentation (e.g., SAP report(s), follow-up testing record).

Section II-B.

Name of person providing information in Section II-A: _____

Title: _____

Phone #: _____

Date: _____

ATTACHMENT C

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— BUS DRIVER OR DRIVER APPLICANT —
REFUSAL TO SUBMIT TO TESTING

I hereby refuse to submit to drug/alcohol testing by doing the following:

- Failing to appear for any test within a reasonable time, as determined by the school district, consistent with applicable DOT regulations, after being directed to do so;
- Failing to remain at the testing site until the testing process is complete;
- Failing to provide a urine specimen or an adequate amount of saliva or breath for any DOT drug or alcohol test;
- Failing to permit the observation or monitoring of any provision of a specimen in the case of a directly observed or monitored collection in a drug test;
- Failing to provide a sufficient breath specimen or sufficient amount of urine when directed and it has been determined that there was no adequate medical explanation for the failure;
- Failing or declining to take a second test as directed;
- Failing to undergo a medical examination or evaluation, as directed by the Medical Review Officer (MRO) or the Designated Employer Representative (DER);
- Failing to cooperate with any part of the testing process (e.g., refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process, failing to wash hands after being directed to do so by the collector, failing to sign the certification on the form;
- Failing to follow the observer's instructions, in an observed collection, to raise the driver's clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the driver has any type of prosthetic or other device that could be used to interfere with the collection process;
- Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process;
- Admitting to the collector or MRO that the driver adulterated or substituted the specimen; or
- Having a verified adulterated or substituted test as reported by the MRO.

[An applicant who fails to appear for a preemployment test, who leaves the testing site before the preemployment testing process commences, or who does not provide a urine specimen because he or she left before it commences, is not deemed to have refused to submit to testing.]

I recognize that my refusal subjects me to the consequences specified in federal law and regulations. It also constitutes a presumption of a positive result. I further recognize that if I am an applicant, I will be disqualified from consideration for the conditionally-offered position. If I am an employee, I will not be permitted to perform safety-sensitive functions, and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If the school district offers me an opportunity to return to a DOT safety-sensitive function, I understand I will be evaluated by a substance abuse professional, and will be required to submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.

Date: _____

Time: _____

_____

Signature of Employee/Applicant

Supervisor: _____

_____

Supervisor's Signature

Comments: _____

_____

_____

☐ Employee refusal to sign

Supervisor's Initials: _____

ATTACHMENT D

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— PRETEST NOTICE —

I, the undersigned employee/job applicant of Independent School District No. ____, _____, Minnesota ("School District") do hereby acknowledge that I have been provided a copy of the School District's Drug and Alcohol Testing Policy.

Date: _____ _____

Signature of Employee/Job Applicant

_____

Typed or Printed Name

ATTACHMENT E

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

[Employee Name]
[Employee Address]

RE: Drug and/or Alcohol Test
[Date of Testing]

NOTICE OF TEST RESULTS AND VARIOUS RIGHTS

Test Results:

Independent School District No. ___, _____, Minnesota has received the test result report from the testing laboratory:

G Your initial screening test result was negative.
G Your confirmatory test result was negative.
G Your confirmatory test result was positive.

Test Result Report:

You have the right to request and receive from the school district a copy of the test result on any drug or alcohol test.

Right to Explain Positive Test Result:

In the case of a positive test result on a confirmatory test, you have the right to explain the results. You may, within three (3) working days after notice of a positive test result on a confirmatory test, submit information to the school district, in addition to any information already submitted, to explain that result. Attached to this Notice is a document entitled "Explanation of Positive Test Result" for this purpose.

Right to Request Confirmatory Retests:

In the case of a positive test result on a confirmatory test, you have the right to request a confirmatory retest of the original sample at your own expense.

Within five (5) working days after notice of the confirmatory test result, you must notify the school district in writing of your intention to obtain a confirmatory retest.

Within three (3) working days after receipt of the notice, the school district shall notify the original testing laboratory that you have requested the laboratory to conduct the confirmatory retest or to transfer the sample to another laboratory licensed under Minn. Stat. § 181.953, Subd. 1 to conduct the confirmatory retest. The original testing laboratory shall ensure that appropriate chain-of-custody procedures are followed during transfer of the sample to the other laboratory. The confirmatory retest must use the same drug or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against you.

Other Rights:

In the case of a positive test result on a confirmatory test, you may have other rights provided under the sections detailed below.

A. Employee Discharge and Discipline

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee whose position does not require a commercial driver's license on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

   In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.

2. The school district may not discharge an employee whose position does not require a commercial driver's license for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:

   a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

   b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

3. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

4. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire.

5. An employee must be given access to information in the employee's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

B. Withdrawal of Applicant's Job Offer

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

ATTACHMENT F

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

EXPLANATION OF POSITIVE TEST RESULT

I, the undersigned employee/job applicant of Independent School District No. _____, _____, Minnesota acknowledge receipt of a Notice of Test Results and Various Rights. This includes my right to explain the positive test result on a confirmatory test.

I am currently taking or have recently taken:

- ☐ no over-the-counter or prescription medications; or
- ☐ the following over-the-counter or prescription medications:

_____

_____

I also offer the following information relevant to the reliability of, or explanation for, a positive test result:

_____

_____

_____

Date: _____ _____

Signature of Employee/Job Applicant

_____

Typed or Printed Name

ATTACHMENT G

(D R A F T)

[TO BE PLACED ON SCHOOL DISTRICT LETTERHEAD]

— ACKNOWLEDGMENT —

DRUG AND ALCOHOL TESTING POLICY

I have received a copy of the Drug and Alcohol Testing Policy of Independent School District No. ____, _____, Minnesota and have read it in its entirety.

The District's policy was provided to me:

- ☐ Upon adoption of the policy (employee)
- ☐ Upon my hire (job applicant/new employee)
- ☐ After receipt of my conditional job offer, before any testing if my job offer is contingent upon my passing of drug and alcohol testing. (job applicant)

Dated: _____ _____

Signature of Employee/Applicant

_____

Typed or Printed Name

JORDAN DISTRICT SCHOOLS
POLICY

Adopted: September 12, 2007

Revised: August 8th, 2022

417 CHEMICAL USE AND ABUSE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. Use or possession of controlled substances, toxic substance, medical cannabis, and alcohol before, during, or after school hours, at school or in any other school location, is prohibited in accordance with school district policies with respect to a Drug-Free Workplace/Drug-Free School.

B. The school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievement.

C. Every school that participates in a school district chemical abuse program shall establish a chemical abuse preassessment team. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.

D. The school district shall establish a drug-free awareness program for its employees.

III. DEFINITIONS

A. "Chemical abuse," as applied to students, means use of any psychoactive or mood-altering chemical substance, without compelling medical reason, in a manner that induces mental, emotional, or physical impairment and causes socially dysfunctional or socially disordering behavior, to the extent that the minor's normal function in academic, school, or social activities is chronically impaired.

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

C. "Drug prevention" means prevention, early intervention, rehabilitation referral, recovery support services, or education related to the illegal use of drugs, such as raising awareness about the consequences of drug use that are evidence based.

D. "Teacher" means all persons employed in a public school or education district or by a service cooperative as members of the instructional, supervisory, and support staff including superintendents, principals, supervisors, secondary vocational and other classroom teachers, librarians, counselors, school psychologists, school nurses, school social workers, audio-visual directors and coordinators, recreation personnel, media generalists, media supervisors, and speech therapists.

IV. STUDENTS

A. Districtwide School Discipline Policy

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

B. Programs and Activities

1. The school district shall develop, implement, and evaluate comprehensive programs and activities that foster safe, healthy, supportive, and drug-free environments that support student academic achievements. The programs and activities may include, among other programs and activities, drug prevention activities and programs that may be evidence based, including programs to educate students against the use of alcohol, tobacco, marijuana, smokeless tobacco products, and electronic cigarettes.

2. As part of its drug-free programs, the school district may implement the drug abuse resistance education program (DARE) that enables peace officers to undergo the training to teach a curriculum on drug abuse resistance in schools.

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

1. A teacher in a nonpublic school participating in a school district chemical use program, or a public school teacher, who knows or has reason to believe that a

student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school's chemical abuse preassessment team, or staff member assigned duties similar to those of such a team, of this information.

2. Students involved in the abuse, possession, transfer, distribution, or sale of chemicals may be suspended and proposed for expulsion in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56, and proposed for expulsion.

3. Searches by school district officials in connection with the use, possession, or transfer of alcohol or a controlled substance will be conducted in accordance with school board policies related to search and seizure.

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

D. Preassessment Team

1. Every school that participates in a school district chemical abuse program shall establish a chemical abuse preassessment team designated by the superintendent or designee. The team must be composed of classroom teachers, administrators, and to the extent they exist in the school, school nurse, school counselor or psychologist, social worker, chemical abuse specialist, and other appropriate professional staff. For schools that do not have a chemical abuse program and team, the superintendent or designee will assign these duties to a designated school district employee.

2. The team is responsible for addressing reports of chemical abuse problems and making recommendations for appropriate responses to the individual reported cases.

3. Within forty-five (45) days after receiving an individual reported case, the team shall make a determination whether to provide the student and, in the case of a minor, the student's parents with information about school and community services in connection with chemical abuse.

E. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minnesota Statutes section 13.32 and applicable federal law and regulations.

2. Destruction of Records

a. If the preassessment team decides not to provide a student and, in the case of a minor, the student's parents with information about school or community services in connection with chemical abuse, records created

or maintained by the team about the student shall be destroyed not later than six (6) months after the determination is made.

b. If the team decides to provide the student and, in the case of a minor or a dependent student, the student's parents with information about school or community services in connection with chemical abuse, records created or maintained by the team about the student shall be destroyed not later than six (6) months after the student is no longer enrolled in the district.

c. Destruction of records identifying individual students shall be governed by paragraph IV.E.2. notwithstanding Minnesota Statutes section 138.163 (Preservation and Disposal of Public Records).

F. Consent

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

V. EMPLOYEES

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

1. The dangers of drug abuse in the workplace.

2. The school district's policy of maintaining a drug-free workplace.

3. Available drug counseling, rehabilitation, and employee assistance programs.

4. The penalties that may be imposed on employees for drug abuse violations.

B. The school district shall notify a federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice from the employee or otherwise receiving actual notice of any criminal drug statute conviction occurring in the workplace.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 121A.25-121A.29 (Chemical Abuse)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 124D.695 (Approved Recovery Program Funding)
Minn. Stat. § 126C.44 (Safe Schools Levy)
Minn. Stat. § 138.163 (Preservation and Disposal of Public Records)
Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)

Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances; Administration of Chapter)
Minn. Stat. § 152.22 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 299A.33 (DARE Program)
Minn. Stat. § 466.07, subd. 1 (Indemnification Required)
Minn. Stat. § 609.101, subd. 3(e) (Controlled Substance Offenses; Minimum Fines)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. §§ 7101-7122 (Student Support and Academic Enrichment Grants)
20 U.S.C. § 5812 (National Education Goals)
20 U.S.C. § 7175 (Local Activities)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 418 (Drug-Free Workplace/Drug Free School)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)

JORDAN DISTRICT SCHOOLS
POLICY

Adopted: September 12, 2007

Revised: August 8th, 2022

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. Use or possession of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and controlled substances before, during, or after school hours, at school or in any other school location, is prohibited as general policy. Paraphernalia associated with controlled substances is prohibited.

B. A violation of this policy occurs when any student, teacher, administrator, other school district personnel, or member of the public uses or possesses alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), or controlled substances in any school location.

C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.

III. DEFINITIONS

A. "Alcohol" includes any alcoholic beverage containing more than one-half of one percent alcohol by volume.

B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 United States Code section 812, including analogues and look-alike drugs.

C. "Edible cannabinoid product" means any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients, and is not a drug.

D. "Nonintoxicating cannabinoid" means substances extracted from certified hemp plants that do not produce intoxicating effects when consumed by any route of administration.

E. "Medical cannabis" means any species of the genus cannabis plant, or any mixture or preparation of them, including whole plant extracts and resins, and is delivered in the form of: (1) liquid, including, but not limited to, oil; (2) pill; (3) vaporized delivery method with use of liquid or oil but which does not require the use of dried leaves or plant form; (4) combustion with use of dried raw cannabis; or (5) any other method approved by the commissioner.

F. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

G. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

H. "Toxic substances" includes: (1) glue, cement, aerosol paint, containing toluene, benzene, xylene, amyl nitrate, butyl nitrate, nitrous oxide, or containing other aromatic hydrocarbon solvents, but does not include glue, cement, or paint contained in a packaged kit for the construction of a model automobile, airplane, or similar item; (2) butane or a butane lighter; or (3) any similar substance declared to be toxic to the central nervous system and to have a potential for abuse, by a rule adopted by the commissioner of health.

I. "Use" includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol, toxic substances, medical cannabis, nonintoxicating cannabinoids (including edible cannabinoid products), and/or controlled substances, whether or not for the purpose of receiving remuneration or consideration.

IV. EXCEPTIONS

A. A violation of this policy does not occur when a person brings onto a school location, for such person's own use, a controlled substance, except medical cannabis, which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

B. A violation of this policy does not occur when a person possesses an alcoholic beverage in a school location when the possession is within the exceptions of Minnesota Statutes section 624.701, subdivision 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or

possession after the purchase from such a temporary license holder).

V. PROCEDURES

A. Students who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, must comply with the school district's student medication policy.

B. Employees who have a prescription from a physician for medical treatment with a controlled substance, except medical cannabis, are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform his or her supervisor. The employee may be required to provide a copy of the prescription.

C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

D. Employees are subject to the school district's drug and alcohol testing policies and procedures.

E. Members of the public are not permitted to possess controlled substances in a school location except with the express permission of the superintendent.

F. No person is permitted to possess or use medical cannabis on a school bus or van; or on the grounds of any preschool or primary or secondary school; or on the grounds of any child care facility. This prohibition includes (1) vaporizing or combusting medical cannabis on any form of public transportation where the vapor or smoke could be inhaled by a minor child or in any public place, including indoor or outdoor areas used by or open to the general public or place of employment; and (2) operating, navigating, or being in actual physical control of any motor vehicle or working on transportation property, equipment or facilities while under the influence of medical cannabis.

G. Possession of alcohol on school grounds pursuant to the exceptions of Minnesota Statutes section 624.701, subdivision 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. ENFORCEMENT

A. <u>Students</u>

1. Students may be required to participate in programs and activities that provide education against the use of alcohol, tobacco, marijuana, smokeless tobacco products, and electronic cigarettes, and nonintoxicating cannabinoids (including edible cannabinoid products),

2. Students may be referred to drug or alcohol assistance or rehabilitation programs; school based mental health services, mentoring and counseling, including early identification of mental health symptoms, drug use and violence and appropriate referral to direct individual or group counseling service. which may be provide by school based mental health services providers; and/or referral to law enforcement officials when appropriate.

3. A student who violates the terms of this policy shall be subject to discipline in accordance with the school district's discipline policy. Such discipline may include suspension or expulsion from school.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify his or her supervisor in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school district federal grant is performed, no later than five (5) calendar days after such conviction. Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.

3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by the school district. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.

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

C. The Public

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

Legal References: Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.40-§ 121A.56 (Pupil Fair Dismissal Act)

Minn. Stat. § 151.72 (Sale of Certain Cannabinoid Products)
Minn. Stat. § 152.22, subd. 6 (Definitions; Medical Cannabis)
Minn. Stat. § 152.23 (Limitations; Medical Cannabis)
Minn. Stat. § 340A.101 (Definitions; Alcoholic Beverage)
Minn. Stat. § 340A.403 (3.2 Percent Malt Liquor Licenses)
Minn. Stat. § 340A.404 (Intoxicating Liquor; On-Sale Licenses)
Minn. Stat. § 609.684 (Abuse of Toxic Substances)
Minn. Stat. § 624.701 (Alcohol in Certain Buildings or Grounds)
20 U.S.C. § 7101-7122 (Student Support and Academic Enrichment Grants)
21 U.S.C. § 812 (Schedules of Controlled Substances)
41 U.S.C. §§ 8101-8106 (Drug-Free Workplace Act)
21 C.F.R. §§ 1308.11-1308.15 (Controlled Substances)
34 C.F.R. Part 84 (Government-Wide Requirements for Drug-Free Workplace)

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

RANAE CASE EVENSON
Superintendent of Schools
revenson@isd717.org

— ACKNOWLEDGMENT —

DRUG-FREE WORKPLACE / DRUG-FREE SCHOOL POLICY

I have received a copy of the Drug-Free Workplace/Drug-Free School Policy of Independent School District No.717, Jordan, Minnesota.

Signature of Employee / Applicant: _____

Printed Name of Employee / Applicant: _____

Dated: _____

JORDAN PUBLIC SCHOOLS
POLICY

Adopted: September 12, 2007

Revised: August 8th, 2022

603 CURRICULUM DEVELOPMENT

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. RESPONSIBILITY

The superintendent shall be responsible for curriculum development and for determining the most effective way of conducting research on the school district's curriculum needs and establishing a long range curriculum development program. Timelines shall be determined by the superintendent that will provide for periodic reviews of each curriculum area.

IV. DISTRICT ADVISORY COMMITTEE

A. The school board shall establish an advisory committee to ensure active community participation in all phases of planning and improving the instruction and curriculum affecting state and district academic standards.

B. The district advisory committee, to the extent possible, shall reflect the diversity of the district and its school sites, include teachers, parents, support staff, students, and other community residents, and provide translation to the extent appropriate and practicable. Whenever possible, parents and other community residents shall comprise at least two-thirds of advisory committee members.

C. The district advisory committee shall pursue community support to accelerate the academic and native literacy and achievement of English learners with varied needs, from young children to adults, consistent with Minnesota Statutes section 124D.59, subdivisions 2 and 2a.

D. The district may establish site teams as subcommittees of the district advisory committee.

E. The district advisory committee shall recommend to the school board

1. rigorous academic standards, student achievement goals and measures consistent with Minnesota Statutes section 120B.11, subdivision 1a, section 120B.022, subdivisions 1a and 1b, and section 120B.35,

2. district assessments,

3. means to improve students' equitable access to effective and more diverse teachers, and

4. program evaluations.

F. School sites may expand upon district evaluations of instruction, curriculum, assessments, or programs.

V. SCHOOL SITE TEAM

Each school must establish a site team to develop and implement strategies and education effectiveness practices to improve instruction, curriculum, cultural competencies, including cultural awareness and cross-cultural communication, and student achievement at the school site. The site team must include an equal number of teachers and administrators and at least one parent. The site team advises the board and the advisory committee about developing the annual budget and creates an instruction and curriculum improvement plan to align curriculum, assessment of student progress, and growth in meeting state and district academic standards and instruction.

VI. CURRICULUM DEVELOPMENT PROCESS

A. Within the ongoing process of curriculum development, the following needs shall be addressed:

1. Provide for articulation of courses of study from kindergarten through grade twelve.

2. Identify minimum objectives for each course and at each elementary grade level.

3. Provide for continuing evaluation of programs for the purpose of attaining school district objectives.

4. Provide a program for ongoing monitoring of student progress.

5. Provide for specific, particular, and special needs of all members of the student community.

6. Develop a local literacy plan to have every child reading at or above grade level no later than the end of grade 3, including English learners, and teachers providing comprehensive, scientifically based reading instruction consistent with law.

7. Integrate required and elective course standards in the scope and sequence of the district curriculum.

8. Meet all applicable requirements of the Minnesota Department of Education and federal law.

B. Students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2 must be screened for characteristics of dyslexia. Students in grade 3 or higher who demonstrate a reading difficulty to a classroom teacher must be screened for characteristics of dyslexia, unless a different reason for the reading difficulty has been identified. See Minnesota Statutes section 120B.12,Subd. 2.

C. Students who do not meet or exceed Minnesota academic standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of Minnesota Statutes section 120A.20, Subd. 1(c). A student's plan under this section shall continue while the student is enrolled.

D. The superintendent shall be responsible for keeping the school board informed of all state-mandated curriculum changes, as well as recommended discretionary changes, and for periodically presenting recommended modifications for school board review and approval.

E. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to curriculum development.

Legal References: Minn. Stat. § 120B.10 (Findings; Improving Instruction and Curriculum)
Minn. Stat. § 120B.11 (School District Process)
Minn. Stat. § 120B.12 (Reading Proficiently No Later than the End of Grade 3)
Minn. Stat. § 120B.125(f) (Planning for Student's Successful Transition to Postsecondary Education and Employment)
Minn. Rules Part 3500.0550 (Inclusive Educational Program)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Part 3501.0820 (Academic Standards for the Arts)
Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1200-3501.1210 (Academic Standards for English

Language Development)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
20 U.S.C. § 6301, *et seq.* (Every Student Succeeds Act)

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

JORDAN PUBLIC SCHOOLS
POLICY

Adopted: September 12, 2007

Revised: August 8th, 2022

604 INSTRUCTIONAL CURRICULUM

I. PURPOSE

The purpose of this policy is to provide for the development of course offerings for students.

II. GENERAL STATEMENT OF POLICY

A. Instruction must be provided in at least the following subject areas:

1. Language arts and basic communication skills including reading and writing, literature, and fine arts;

2. Mathematics and science;

3. Social studies, including history, geography, economics, government, and citizenship that includes civics (see II.I.);

4. Health and physical education;

5. The arts;

6. Career and technical education; and

7. World languages.

B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and all courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.

C. Elementary and middle schools shall offer at least three, and require at least two, of the following four art areas: dance, music, theater, and visual arts. High schools shall offer at least three, and require at least one, of the following five art areas: media arts, dance, music, theater, and visual arts.

D. The school board, at its discretion, may offer additional courses in the

instructional program at any grade level.

E. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.

F. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.

III. PARENTAL CURRICULUM REVIEW

The school district shall have a procedure for a parent, guardian, or an adult student, 18 years of age or older, to review the content of the instructional materials to be provided to a minor child or to an adult student and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided by a parent, guardian, or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

IV. CPR AND AED INSTRUCTION

The school district will provide onetime cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum.

A. In the school district's discretion, training and instruction may result in CPR certification.

B. CPR and AED instruction must include CPR and AED training that have been developed:

1. by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or

2. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.

C. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.

D. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

V. COLLEGE AND CAREER PLANNING

A. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:

1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as team work, collaboration, creativity, communication, critical thinking, and good work habits;

2. emphasize academic rigor and high expectations and inform the student and the student's parent or guardian, if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;

3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary education and employment choices;

4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;

5. help students access education and career options;

6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;

7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;

8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students'

transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and

9. be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.

B. The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.

C. Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college-ready.

D. When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student's plan reflect the student's unique talents, skills, and abilities as the student grows, develops, and learns.

E. If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.

F. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of the compulsory attendance law. A student's plan under this provision shall continue while a student is enrolled.

VI. CIVICS TEST

A. A student enrolled in a public school must correctly answer at least 30 of 50 civics test questions. A school or district may record on a student's transcript that the student answered at least 30 of 50 civics test questions correctly.

B. "Civics test questions" means 50 of the 100 questions that, as of January 1, 2015, United States Citizenship and Immigration Services officers use to select the questions they pose to applicants for naturalization so the applicants can demonstrate their knowledge and understanding of the fundamentals of United States history and government, as required by federal law. The Learning Law and Democracy Foundation, in consultation with Minnesota civics teachers, must select by July 1 each year 50 of the 100 questions under this paragraph to serve as the state's civics test questions for the proximate school year and immediately transmit the 50 selected civics test questions to MDE and to the Legislative Coordinating Commission, which must post the 50 questions it receives on the Minnesota's Legacy website by August 1 of that year.

C. The school district may exempt a student with disabilities from this requirement if the student's IEP team determines the requirement is inappropriate and establishes an alternative requirement.

D. The school district may administer the civics test questions in a language other than English to students who qualify for English learner services.

E. The school districts may administer civics test questions as part of the social studies curriculum.

F. The school district must not prevent a student from graduating or deny a student a high school diploma for failing to correctly answer at least 30 of 50 civics test questions.

G. The school district cannot charge a fee related to this requirement.

Legal References: Minn. Stat. § 120A.20 (Parental Curriculum Review)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

Cross References: MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 605 (Alternative Programs)

JORDAN DISTRICT SCHOOLS
POLICY

Adopted: September 12, 2007

Revised: August 8th, 2022

708 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

I. PURPOSE

The purpose of this policy is to address transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to recognize the rights of nonpublic school students and to provide equal transportation to those students as required by law.

III. ELIGIBILITY

A. The school district shall provide equal transportation within the district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in Minnesota Statutes sections 123B.88 and 123B.92 when applicable.

B. Upon the request of a parent or guardian, the school district must provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation must be provided whether or not there is another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means.

C. The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school shall pay the cost of such transportation provided outside the school district boundaries.

D. The school district must provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services if the school district elects to provide pupil support services at a site other than a nonpublic school.

E. When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students, and any other matter relating thereto shall be within the sole discretion, control, and management of the school district. A nonpublic or charter school student transported by the school district shall comply with school district student bus conduct and student bus discipline policies.

F. Additional transportation to and from a nonpublic school may be provided at the expense of the school district when such services are provided in the discretion of the school district.

IV. STUDENTS WITH DISABILITIES

A. If a resident student with a disability attends a nonpublic school located within the school district, the school district must provide necessary transportation for the student within the school district between the nonpublic school and the educational facility where special instruction and services are provided on a shared-time basis. If a resident student with a disability attends a nonpublic school located in another school district and if no agreement exists for the provision of special instruction and services on a shared time basis to that student by the school district of attendance and where the special instruction and services are provided within the school district, the school district shall provide necessary transportation for that student between the school district boundary and the educational facility. The school district may provide necessary transportation for that student between its boundary and the nonpublic school attended, but the nonpublic school shall pay the cost of transportation provided outside the school district boundary. School districts may make agreements for who provides transportation. Parties serving students on a shared time basis have access to a due process hearing system as provided by law.

B. When the disabling conditions of a student with a disability are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program, the student shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the disabling conditions and applicable laws. This section shall not be applicable to parents who transport their own child under a contract with the school district.

C. Each driver and aide assigned to a vehicle transporting students with a disability must (1) be instructed in basic first aid and procedures for the students under their care: (2) within one month after the effective date of assignment, participate in a program of in-service training on the proper methods of dealing with the specific needs and problems of students with disabilities; (3) assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and (4) ensure that proper safety devices are in use and fastened properly.

D. Each driver and aide assigned to a vehicle transporting students with a disability shall have available to them the following information in hard copy or immediately accessible through a two-way communication system: (1) the student's name and address; (2) the nature of the student's disabilities; (3) emergency health care information; and (4) the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

E. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the due process procedures provided for in Minnesota Statutes chapter 125A.

V. APPLICATION OF GENERAL POLICY

The provisions of the school district's policy on transportation of public school students *[Model Policy 707]* shall apply to the transportation of nonpublic school students except as specifically provided herein.

Legal References:
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123B.84 (Policy)
Minn. Stat. § 123B.86 (Equal Treatment)
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
Minn. Stat. § 123B.91, Subd. 1a (School District Bus Safety Requirements)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 125A.18 (Special Instruction; Nonpublic Schools)
Minn. Rules Part 7470.1600 (Transporting Pupils with Disabilities)
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)
Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al., 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970)

Eldredge v. Independent Sch. Dist. No. 625, 422 N.W.2d 319 (Minn. Ct. App. 1988)
Healy v. Independent Sch. Dist. No. 625, 962 F.2d 1304 (8th Cir. 1992)
Minn. Op. Atty. Gen. 166a-7 (June 3, 1983)
Minn. Op. Atty. Gen. 166a-7 (Sept. 14, 1981)
Minn. Op. Atty. Gen. 166a-7 (July 15, 1976)
Minn. Op. Atty. Gen. 166a-7 (July 17, 1970)
Minn. Op. Atty. Gen. 166a-7 (Oct. 3, 1969)
Minn. Op. Atty. Gen. 166a-7 (Sept. 12, 1969)

Cross References: MSBA/MASA Model Policy 707 (Transportation of Public School Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

JORDAN DISTRICT SCHOOLS
POLICY

Adopted: September 12, 2007

Revised: January 7th, 2019

709 STUDENT TRANSPORTATION SAFETY POLICY

I. PURPOSE

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

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

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

B. Student Training

1. The school district shall provide students enrolled in grades kindergarten (K) through (6) with age-appropriate school bus safety training of the following concepts:

   a. transportation by school bus is a privilege, not a right;

   b. school district policies for student conduct and school bus safety;

   c. appropriate conduct while on the bus;

   d. the danger zones surrounding a school bus;

   e. procedures for safely boarding and leaving a school bus;

   f. procedures for safe vehicle lane crossing; and

   g. school bus evacuation and other emergency procedures.

2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. Students in grades K through 6 who enroll in a school after the second

week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within four weeks of their first day of attendance.

3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.

4. Students taking driver's training instructional classes and other students in grades 9 and 10 must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statutes section 169.446, subdivision 2.

5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.

6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.

7. The school district may provide kindergarten students with school bus safety training before the first day of school.

8. The school district may provide student safety education for bicycling and pedestrian safety for students in grades K through 4.

9. The school district shall adopt and make available for public review a curriculum for transportation safety education.

10. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. The nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 6 have received the appropriate training.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

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

B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation

safety director. Serious misconduct may be reported to local law enforcement.

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

2. Rules at the Bus Stop

   a. Get to your bus stop five minutes before your scheduled pick up time. The school bus driver will not wait for late students.

   b. Respect the property of others while waiting at your bus stop.

   c. Keep your arms, legs, and belongings to yourself.

   d. Use appropriate language.

   e. Stay away from the street, road, or highway when waiting for the bus.

   f. Wait until the bus stops before approaching the bus.

   g. After getting off the bus, move away from the bus.

   h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.

   i. No fighting, harassment, intimidation, or horseplay.

   j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

   a. Immediately follow the directions of the driver.

   b. Sit in your seat facing forward.

   c. Talk quietly and use appropriate language.

   d. Keep all parts of your body inside the bus.

   e. Keep your arms, legs, and belongings to yourself.

f. No fighting, harassment, intimidation, or horseplay.

g. Do not throw any object.

h. No eating, drinking, or use of alcohol, tobacco, or drugs.

i. Do not bring any weapons or dangerous objects on the school bus.

j. Do not damage the school bus.

4. Consequences

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

(1) Elementary (K-4)

1st offense – warning, letter to parents
2nd offense – parent conference either in person or phone
3rd offense – 5 school-day suspension from riding the bus
Further offenses – individually considered. Students may be suspended for longer periods of time, including the remainder of the school year.

(2) Secondary (5-12)

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

Note: When any student goes 60 transportation days without a report, the student's consequences may start over at the first offense. The principals always have the discretion to change the above amounts if they deem it appropriate.

(3) Other Discipline

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

(4) Records

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

(5) Vandalism/Bus Damage

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

(6) Notice

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

(7) Criminal Conduct

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

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family.

Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;

2. Support safe riding and walking practices, and recognize that students are responsible for their actions;

3. Communicate safety concerns to their school administrators;

4. Monitor bus stops, if possible;

5. Have their children to the bus stop five minutes before the bus arrives;

6. Have their children properly dressed for the weather; and

7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

A. School bus drivers shall have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Sections VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Section VII.D., below.

B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.

C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:

1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;

2. reckless driving;

3. improper or erratic traffic lane changes;

4. following the vehicle ahead too closely;

5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;

6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession;

7. driving a commercial vehicle without the proper class of commercial driver's license and/or endorsements for the specific vehicle group being operated or for the passengers or type of cargo being transported;

8. a violation of a state or local law prohibiting texting while driving a commercial vehicle; and

9. a violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.

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

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

F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses

for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

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

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

B. Evaluation

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

1. Safely operate the type of school bus the driver will be driving;

2. Understand student behavior, including issues relating to students with disabilities;

3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;

4. Know and understand relevant laws, rules of the road, and local school bus safety policies;

5. Handle emergency situations; and

6. Safely load and unload students.

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

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.

2. Only students assigned to the school bus by the school district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.

3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.

4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.

5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

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

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10

or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.

2. Type III vehicles must be painted a color other than national school bus yellow.

3. Type III vehicles shall be state inspected in accordance with legal requirements.

4. A type III vehicle cannot be older than 12 years old unless excepted by state and federal law.

5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.

6. A "type III vehicle" must not be outwardly equipped and identified as a type A, B, C, or D bus.

7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.

8. Type III vehicles must be equipped with mirrors as required by law.

9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.

10. Any type III vehicle used to transport students must carry emergency equipment including:

    a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.

    b. First aid kit and body fluids cleanup kit. A minimum of a ten-unit

first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.

c. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.

11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.

12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.

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

1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:

a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.

b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:

(1) safe operation of a type III vehicle;

(2) understanding student behavior, including issues relating to students with disabilities;

(3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;

(4) knowing and understanding relevant laws, rules of the road,

and local school bus safety policies;

(5) handling emergency situations;

(6) proper use of seat belts and child safety restraints;

(7) performance of pretrip vehicle inspections;

(8) safe loading and unloading of students, including, but not limited to:

(a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;

(b) refraining from loading and unloading students in a vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;

(c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;

(d) placing the type III vehicle in "park" during loading and unloading;

(e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and

(9) compliance with paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.

c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statutes section 122A.18, subdivision 8, or Minnesota Statutes section 123B.03 for school district employees; Minnesota Statutes section 144.057 or Minnesota Statutes chapter 245C for day care employees; or Minnesota Statutes section 171.321, subdivision 3, for all other persons operating a type III vehicle under this section.

d. Operators shall submit to a physical examination as required by Minnesota Statutes section 171.321, subdivision. 2.

e. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minnesota Statutes section 181.951, subdivisions 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.

f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minnesota Statutes section 171.321, subdivision 5.

g. A person who sustains a conviction, as defined under Minnesota Statutes section 609.02, of violating Minnesota Statutes section 169A.25, 169A.26, 169A.27 (driving while impaired offenses), or 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minnesota Statutes section 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.

h. A person who has ever been convicted of a disqualifying offense as defined in Minnesota Statutes section 171.3215, subdivision 1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.

i. A person who sustains a conviction, as defined under Minnesota Statutes section 609.02, of a moving offense in violation of Minnesota Statutes chapter 169 within 3 years of the first of 3 other moving offenses is precluded from operating a type III vehicle for 1 year from the date of the last conviction.

j. Students riding the type III vehicle must have training required under Minnesota Statutes section 123B.90, Subd. 2 (See Section II.B., above).

k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle

operating under this section is responsible for maintaining these files for inspection.

2. The type III vehicle must bear a current certificate of inspection issued under Minnesota Statutes section 169.451.

3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.

D. Type A-I "Activity" Buses Driven by Employees with Class D Driver's License

1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type A-I school bus under the following conditions:

a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.

b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.

c. The operator is prohibited from using the eight-light system.

d. The operator has submitted to a background check and physical examination as required by Minnesota Statutes section 171.321, subdivision 2.

e. The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in Minnesota Statutes section 171.02, subdivision 2a(b).

f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration's "Guideline for the Safe Transportation of Pre-school Age Children in School Buses," in addition to the training required in Section VI., above.

g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.

2. The school district shall maintain annual certification of the requirements

listed in this section for each Class D license operator.

3. A school bus operated under this section must bear a current certificate of inspection.

4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.

B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).

C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within one month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.

D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:

1. the student's name and address;

2. the nature of the student's disabilities;

3. emergency health care information; and

4. the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.

B. All school vehicles shall be state inspected in accordance with legal requirements.

C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.

D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

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

XI. STUDENT TRANSPORTATION SAFETY COMMITTEE

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

Legal References: Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses) Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)

Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minn. Stat. § 123B.90 (School Bus Safety Training)
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
Minn. Stat. Ch. 169 (Traffic Regulations)
Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
Minn. Stat. § 169.02 (Scope)
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
Minn. Stat. § 169.446, Subd. 2 (Safety of School Children; Training and Education Rules)
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minn. Stat. § 169.454 (Type III Vehicle Standards)
Minn. Stat. § 169.4582 (Reportable Offense on School Buses) Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minn. Stat. § 171.168 (Notice of Violation by Commercial Driver)
Minn. Stat. § 171.169 (Notice of Commercial License Suspension)
Minn. Stat. § 171.321 (Qualifications of School Bus and Type III Vehicle Drivers)
Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
Minn. Stat. Ch. 245C (Human Services Background Studies)
Minn. Stat. § 609.02 (Definitions)
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
49 C.F.R. Part 383 (Commercial Driver's License Standards; Requirements and Penalties)
49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
49 C.F.R. § 383.5 (Transportation Definitions)
49 C.F.R. § 383.51 (Disqualification of Drivers)

Cross References:
MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
Records)
MSBA/MASA Model Policy 707 (Transportation of Public Students)
MSBA/MASA Model Policy 708 (Transportation of Nonpublic Students)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

Notification to Employer
Of
Moving Violation

Commercial Drivers License
49 CFR 383.31
Minnesota Statute 171.168

Upon conviction of any moving violation by any state or local jurisdiction the holder of a Minnesota Commercial Driver License must notify their employer(s) in writing within 30 days of such conviction.

DRIVER NAME (First Name, MI, Last Name)	STATE
COMMERCIAL DRIVER'S LICENSE NUMBER	DID THE VIOLATION HAPPEN IN A CMV? G **YES** G **NO**
DATE OF CONVICTION	
LOCATION OF OFFENSE CITY STATE	
DETAILS ABOUT THE OFFENSE, INCLUDING ANY RESULTING SUSPENSION, REVOCATION, OR CANCELLATION OF DRIVING PRIVILEGES:	DATE
SIGNATURE OF DRIVER	

Notification to Employer
Of
Suspension, Revocation, Cancellation or Disqualification

Commercial Drivers License
49 CFR 383.33
Minnesota Statute 171.169

The holder of a Minnesota Commercial Driver License shall notify their employer(s) in writing of any suspension, revocation, cancellation, loss of privilege or disqualification, before the end of the business day following the day the driver (employee) received notice of the suspension, revocation, cancellation, loss of privilege or disqualification.

DRIVER NAME (First Name, MI, Last Name)	STATE
COMMERCIAL DRIVER'S LICENSE NUMBER	DID THE VIOLATION HAPPEN IN A CMV? G **YES** G **NO**
DATE OF CONVICTION	
LOCATION OF OFFENSE CITY STATE	
DETAILS ABOUT THE OFFENSE, INCLUDING ANY RESULTING SUSPENSION, REVOCATION, OR CANCELLATION OF DRIVING PRIVILEGES:	DATE
SIGNATURE OF DRIVER	

Type III School Bus Driver
Notification to Employer
Of
Violation

Alcohol Related Offense (Minnesota Statute 169A)
Disqualifying Offense (Minnesota Statute 171.3215 sub 1)
Moving Violation (Minnesota Statute 169)

Minnesota Statute 171.02 sub 2b

An operator who sustains a conviction as described in 171.02 sub 2b paragraph (h), (i) or (j) while employed by the entity that owns, leases, or contracts for the school bus shall report the conviction to the employer(s) in writing within 10 days of such conviction.

DRIVER NAME (First Name, MI, Last Name)	STATE
DRIVER'S LICENSE NUMBER	DID THE VIOLATION HAPPEN IN A CMV? G **YES** G **NO**
DATE OF CONVICTION	
LOCATION OF OFFENSE CITY STATE	
DETAILS ABOUT THE OFFENSE, INCLUDING ANY RESULTING SUSPENSION, REVOCATION, OR CANCELLATION OF DRIVING PRIVILEGES:	DATE
SIGNATURE OF DRIVER	

This is the only form approved by the Minnesota State Patrol.

JORDAN DISTRICT SCHOOLS

POLICY

Adopted: November 14th, 2016

Revised: August 8th, 2022

721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES

I. PURPOSE

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

II. DEFINITIONS

A. Grants

1. "State-administered grants" are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).

2. "Direct grants" are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

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

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

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

a. The cost-reimbursement contract under the federal Acquisition

Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 Code of Federal Regulations section 200.101 (Applicability).

2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 Code of Federal Regulations section 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.

3. "Federal award" does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.

D. "Contract" means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 Code of Federal Regulations Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.

E. Procurement Methods

1. "Procurement by micro-purchase" is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally $10,000, except as otherwise discussed in 48 Code of Federal Regulations Subpart 2.1 or as periodically adjusted for inflation).

2. "Procurement by small purchase procedures" are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than $250,000 (periodically adjusted for inflation).

3. "Procurement by sealed bids (formal advertising)" is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.

4. "Procurement by competitive proposals" is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.

5. "Procurement by noncompetitive proposals" is procurement through solicitation of a proposal from only one source.

F. "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or $5,000.

G. "Compensation for personal services" includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 Code of Federal Regulations section 200.431 (Compensation - Fringe Benefits).

H. "Post-retirement health plans" refer to costs of health insurance or health services not included in a pension plan covered by 2 Code of Federal Regulations section 200.431(g) for retirees and their spouses, dependents, and survivors.

I. "Severance pay" is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.

J. "Direct costs" are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

K. "Relocation costs" are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.

L. "Travel costs" are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. CONFLICT OF INTEREST

A. Employee Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.

B. Organizational Conflicts of Interest. The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.

C. Disclosing Conflicts of Interest. The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policy.

IV. ACCEPTABLE METHODS OF PROCUREMENT

A. General Procurement Standards. The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.

B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.

D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.

F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues

include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities under its contracts.

G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

H. Methods of Procurement. The school district must use one of the following methods of procurement:

1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.

2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

3. Procurement by sealed bids (formal advertising).

4. Procurement by competitive proposals. If this method is used, the following requirements apply:

   a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

   b. Proposals must be solicited from an adequate number of qualified sources;

   c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

   d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

   e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject

to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:

   a. The item is available only from a single source;

   b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

   c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or

   d. After solicitation of a number of sources, competition is determined inadequate.

I. Competition. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

J. The school district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the school district must not preclude potential bidders from qualifying during the solicitation period.

K. Non-federal entities are prohibited from contracting with or making subawards under "covered transactions" to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed $25,000.

L. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 Code of Federal Regulations section 180.215.

V. MANAGING EQUIPMENT AND SAFEGUARDING ASSETS

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

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 Code of Federal Regulations sections 200.311, 200.314, and 200.315.

B. Equipment

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

1. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.

2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

4. Adequate maintenance procedures must be developed to keep property in good condition.

5. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

VI. FINANCIAL MANAGEMENT REQUIREMENTS

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

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

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

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

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

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

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

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

VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

A. Allowable Use of Funds. The school district administration and board will enforce appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.

B. Definitions

1. "Allowable cost" means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.

2. "Education Department General Administrative Regulations (EDGAR)" means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html.

3. "Omni Circular" or "2 Code of Federal Regulations Part 200s" or "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" means federal cost principles that provide standards for determining whether costs may be charged to federal grants.

4. "Advance payment" means a payment that a federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.

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

1. Advisory councils;

2. Audit costs and related services;

3. Bonding costs;

4. Communication costs;

5. Compensation for personal services;

6. Depreciation and use allowances;

7. Employee morale, health, and welfare costs;

8. Equipment and other capital expenditures;

9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;

10. Insurance and indemnification;

11. Maintenance, operations, and repairs;

12. Materials and supplies costs;

13. Meetings and conferences;

14. Memberships, subscriptions, and professional activity costs;

15. Security costs;

16. Professional service costs;

17. Proposal costs;

18. Publication and printing costs;

19. Rearrangement and alteration costs;

20. Rental costs of building and equipment;

21. Training costs; and

22. Travel costs.

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

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;

2. Alcoholic beverages;

3. Bad debts;

4. Contingency provisions (with limited exceptions);

5. Fundraising and investment management costs (with limited exceptions);

6. Donations;

7. Contributions;

8. Entertainment (amusement, diversion, and social activities and any associated costs);

9. Fines and penalties;

10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));

11. Goods or services for personal use;

12. Interest, except interest specifically stated in 2 Code of Federal Regulations section 200.441 as allowable;

13. Religious use;

14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);

15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and

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

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.

2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.

3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

1. The Omni Circular defines the parameters for the permissible uses of federal funds. While many requirements are contained in the Omni Circular, it includes five core principles that serve as an important guide for effective grant management. These core principles require all costs to be:

   a. Necessary for the proper and efficient performance or administration of the program.

   b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.

   c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.

   d. Authorized under state and local rules. All actions carried out with

federal funds must be authorized and not prohibited by state and local laws and policies.

e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

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

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.

2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the "supplement, not supplant" provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).

3. Auditors generally presume supplanting has occurred in three situations:

a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.

b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.

c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.

4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.

2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.

2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

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

VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

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

1. Is reasonable for the services rendered and conforms to the established written policy of the school district consistently applied to both federal and non-federal activities; and

2. Follows an appointment made in accordance with a school district's written policies and meets the requirements of federal statute, where applicable.

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

B. Compensation – Fringe Benefits

1. During leave.

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

   a. They are provided under established written leave policies;

   b. The costs are equitably allocated to all related activities, including federal awards; and

   c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.

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

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

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

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

6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.

C. Insurance and Indemnification. Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.

D. Recruiting Costs. Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:

1. Critical and necessary for the conduct of the project;

2. Allowable under the cost principles set forth in the Uniform Grant Guidance;

3. Consistent with the school district's cost accounting practices and school district policy; and

4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.

E. Relocation Costs of Employees. Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district's reimbursement policy.

F. Travel Costs. Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district's non-federally funded activities and in accordance with the school district's reimbursement policies.

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

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

1. Participation of the individual is necessary to the federal award; and

2. The costs are reasonable and consistent with the school district's established travel policy.

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

1. A direct result of the individual's travel for the federal award;

2. Consistent with the school district's documented travel policy for all school district travel; and

3. Only temporary during the travel period.

Legal References:
2 C.F.R. § 200.1 (Definitions: Capital Assets)
2 C.F.R. § 200.112 (Conflict of Interest)
2 C.F.R. § 200.113 (Mandatory Disclosures)
2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Risk Posed by Applicants)
2 C.F.R. § 200.214 (Suspension and Debarment)
2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
2 C.F.R. § 200.302 (Financial Management)
2 C.F.R. § 200.303 (Internal Controls)
2 C.F.R. § 200.305(b)(1) (Federal Payment)
2 C.F.R. § 200.310 (Insurance Coverage)
2 C.F.R. § 200.311 (Federally-owned and Exempt Property)
2 C.F.R. § 200.313(d) (Equipment)
2 C.F.R. § 200.314 (Supplies)
2 C.F.R. § 200.315 (Intangible Property)
2 C.F.R. § 200.318 (General Procurement Standards)
2 C.F.R. § 200.319(c) (Competition)
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)
2 C.F.R. § 200.328 (Financial Reporting)
2 C.F.R. § 200.339
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
2 C.F.R. § 200.430 (Compensation – Personal Services)
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
2 C.F.R. § 200.447 (Insurance and Indemnification)
2 C.F.R. § 200.463 (Recruiting Costs)
2 C.F.R. § 200.464 (Relocation Costs of Employees)
2 C.F.R. § 200.474 (Transportation Costs)
2 C.F.R. § 200.475 (Travel Costs)

Cross References:
MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)
MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)
MSBA/MASA Model Policy 210.1 (Conflict of Interest – Charter School Board Members)

MSBA/MASA Model Policy 412 (Expense Reimbursement)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)
MSBA/MASA Model Policy 703 (Annual Audit)

JORDAN DISTRICT SCHOOLS
POLICY

Adopted: September 12, 2007

Reviewed: August 8th, 2022

405 VETERAN'S PREFERENCE

I. PURPOSE

The purpose of this policy is to comply with the Minnesota Veterans Preference Act (VPA) which provides preference points for veterans applying for employment with political subdivisions, including school districts, as well as additional rights for veterans in the discharge process.

II. GENERAL STATEMENT OF POLICY

A. The school district's policy is to comply with the VPA regarding veteran's preference rights and mandated preference points to veterans and spouses of deceased veterans or disabled veterans.

B. The school district's policy is also to comply with the VPA requirement that no covered veteran may be removed from public employment except for incompetency or misconduct shown after a hearing upon due notice, upon stated charges, and in writing. This paragraph does not apply to the position of teacher.

C. Veteran's preference points will be applied pursuant to applicable law as follows:

1. A credit of ten points shall be added to the competitive open examination rating of a non-disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.

2. A credit of fifteen points shall be added to the competitive open examination rating of a disabled veteran, who so elects, provided that the veteran obtained a passing rating on the examination without the addition of the credit points.

3. A credit of five points shall be added to the competitive promotional examination rating of a disabled veteran, who so elects, provided that (a) the veteran obtained a passing rating on the examination without the addition of the credit points and (b) the veteran is applying for a first promotion after securing public employment.

4. A preference may be used by the surviving spouse of a deceased veteran

and by the spouse of a disabled veteran who, because of the disability, is unable to qualify.

D. Eligibility for and application of veteran's preference, the definition of a veteran, and the definition of a disabled veteran for purposes of this policy will be pursuant to the VPA.

E. When notifying applicants that they have been accepted into the selection process, the school district shall notify applicants that they may elect to use veteran's preference.

F. The school district's policy is to use a 100-point hiring system to enable allocation of veteran's preference points. The school district may or may not use a 100-point hiring system for filling teaching positions. If a 100-point hiring system is not used for filling a teaching position, preference points will not be added, but all veteran applicants who have proper licensure for the teaching position will be granted an interview for the position.

G. If the school district rejects a member of the finalist pool who has claimed veteran's preference, the school district shall notify the finalist in writing of the reasons for the rejection and file the notice with the school district's personnel officer.

[Note: A school district may require a veteran to complete an initial hiring probationary period as defined in Minn. Stat. § 43A.16.]

H. In accordance with the VPA, no honorably discharged veteran shall be removed from a position of employment except for incompetency, misconduct, or good faith abolishment of position.

1. Incompetency or misconduct must be shown after a hearing, upon due notice, upon stated charges, in writing.

2. A veteran must irrevocably elect to be governed either by the VPA or by arbitration provisions set forth in a collective bargaining agreement in the event of a discharge.

I. The VPA and the provisions of this policy do not apply to the position of private secretary, superintendent, head of a department, or any person holding a strictly confidential relation to the school board or school district. The VPA and the provisions of this policy apply to teachers only with respect to the hiring process, as set forth in Paragraph F., above.

Legal References: Minn. Stat. § 43A.11 (Veteran's Preference)
Minn. Stat. § 197.455 (Veteran's Preference Applied)
Minn. Stat. § 197.46 (Veterans Preference Act)
Hall v. City of Champlin, 463 N.W.2d 502 (Minn. 1990)

Young v. City of Duluth, 410 N.W.2d 27 (Minn. Ct. App. 1987)

Cross References: MSBA/MASA Model Policy 401 (Equal Employment Opportunity)

JORDAN DISTRICT SCHOOLS
POLICY

Adopted: September 12, 2007

Revised: August 8th, 2022

503 STUDENT ATTENDANCE

I. PURPOSE

A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain

accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.

b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota Statutes section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused / Exempt Absences

a. Generally speaking, to be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse. Excused absences count against a student's attendance.

b. Generally speaking, school sponsored activities where students are

under District supervision are considered Exempt absences. Exempt absences do not count against a student's attendance.

c. The following reasons shall be sufficient to constitute excused / exempt absences:

1. Excused
    a. Illness.
    b. Serious illness in the student's immediate family.
    c. A death or funeral in the student's immediate family or of a close friend or relative.
    d. Medical, dental, or orthodontic treatment, or a counseling appointment.
    e. Court appearances occasioned by family or personal action.
    f. Religious instruction not to exceed three hours in any week.
    g. Physical emergency conditions such as fire, flood, storm, etc.
    h. Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work. (Out-of-school suspension)
    i. Family emergencies.
    j. Active duty in any military branch of the United States.
    k. A student's condition that requires ongoing outside treatment for a mental health diagnosis.

2. Exempt
    a. Official school field trip or other school-sponsored outing.
    b. Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work. (In-school suspension)

d. <u>Consequences for Excused Absences</u>

(1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.

(2) For the first day of an absence, a student will have two days to make up work. Students will have one day to make up

work for each subsequent day of absences. Any work not completed within a reasonable amount of time may result in a score reduction. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

(1) Truancy. An absence by a student which was not approved by the parent and/or the school district.

(2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures.

(3) Work at home.

(4) Work at a business, except under a school-sponsored work release program.

(5) Vacations with family, unless approved by the principal or designee.

(6) Personal trips to schools or colleges, unless approved by the principal or designee.

(7) For students at the elementary school, absences resulting from cumulated unexcused tardies (3 tardies equal one unexcused absence).

(8) Any other absence not included under the attendance procedures set out in this policy.

b. Consequences for Unexcused Absences in grades Kindergarten through four:

(1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56.

(2) Days during which a student is suspended from school shall not be counted in a student's total cumulated unexcused

absences.

(3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

c. Consequences for Unexcused Absences in grades five through twelve:

(1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56.

(2) Days during which a student is suspended from school shall not be counted in a student's total cumulated unexcused absences.

(3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

(4) Students in grades 5 through 12 with unexcused absences shall be subject to discipline in the following manner:

(a) Parents will be notified when students are absent from school without an excuse.

(b) Students will be expected to complete assignments but may receive reduced or no credit.

3. Excessive Absences:

a. Students may have a maximum of ten absences in a semester at the middle and high school level and twenty absences in a year at the elementary level. High school students may lose class credit on the eleventh total absence. Students with excessive absences may lose privileges like attending field trips. The following absences will not count toward the maximum absence rule:

(1) Official school field trip or other school-sponsored outing.

(2) Removal of a student pursuant to a suspension.

(3) Suspensions are to be handled as excused absences and

students will be permitted to complete make-up work.

(4) A death or funeral in the student's immediate family or of a close friend or relative.

(5) Family vacations with prior approval from the building principal.

(6) College visits with prior approval from the building principal.

b. Parents will be notified when students reach the seventh and eleventh total absence in a class at the middle school and high school and when students reach the twelfth and fifteenth total absence at the elementary school.

c. Students may be required to submit a doctor's note or receive clearance from the school nurse in order for an absence to be excused.

d. If the result of a grade reduction or loss of credit has the effect of an expulsion, the school district will follow the procedures set forth in the Pupil Fair Dismissal Act, Minnesota Statutes sections 121A.40-121A.56.

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.

2. Procedures for Reporting Tardiness

a. Students tardy at the start of school must report to the school office for an admission slip.

b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

Valid excuses for tardiness are:

a. Illness.

b. Serious illness in the student's immediate family.

c. A death or funeral in the student's immediate family or of a close

friend or relative.

d. Medical, dental, orthodontic, or mental health treatment.

e. Court appearances occasioned by family or personal action.

f. Physical emergency conditions such as fire, flood, storm, etc.

g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

b. At the Kindergarten through grade 4 level, three tardies equal one unexcused absence.

c. Consequences of tardiness in grades 5 through 12 may include detention.

D. Participation in and Attendance at Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.

2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if he or she has an unexcused absence from any class (including lunch or study hall) during the day.

4. If a student is suspended from any class, he or she may not participate in any activity or program that day.

5. Students who arrive after second period on the day of an activity or practice will not be allowed to participate in that activity unless approval has been obtained from the principal or athletic director. Students who are absent unexcused will not be allowed to participate in that activity.

III. RELIGIOUS OBSERVANCE ACCOMMODATION

Reasonable efforts will be made by the school district to accommodate any student who

wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

IV. DISSEMINATION OF POLICY

A. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

B. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

IV. REQUIRED REPORTING

A. Continuing Truant

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or

2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;

2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;

3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes section 120A.34;

4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;

5. That alternative educational programs and services may be available in the child's enrolling or resident district;

6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;

7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;

8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and

9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school. Educational neglect is when students under the age of 12 accumulate more than 7 unexcused absences during a school year.

2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statute chapter 260A.

Legal References: Minn. Stat. § 120A.05 (Definitions)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 120A.34 (Violations; Penalties)
Minn. Stat. § 120A.35 (Absence from School for Religious Observance)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 260A.02 (Definitions)
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)

Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565 (1975)
Slocum v. Holton Bd. of Educ., 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Bd. of Educ. of New Milford, 475 A.2d 289 (Conn. 1984)
Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. Sch. Dist. R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Bd. of Educ., 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)

EMPLOYEE DATA SHEET

Employee:	Maria Hennen	**Date Offer Accepted:**	6/30/2022
Job Title:	Teacher, Spanish	**Indicate:** Full-time/Part-time/ Seasonal/Temporary	Full-time
Hiring Supervisor:	Ben Bakeberg	**Location:**	Middle School

PERSONNEL ACTION

New Hire	X	**Replacement For**	Kendra Olsen	**Change**		**Additional Assignment**	

EDUCATION INFORMATION

List below all post secondary education, beginning with the most recent.

Name of Institution	Location	Major	Degree and Date Received	Dates Attended
Minnesota State University	Mankato, MN	Spanish	Bachlors of Education	06/1992-06/1998

List below any certificate(s) or license(s) now held.

Name of Certificate/License	Name of Provider	Date Received	Expiration Date
Spanish (7-12), English as a Second Language (K-12)	PELSB	12/03/1998	06/30/2026

RELEVANT EXPERIENCE

List below all relevant experience, beginning with the most recent.

Name of Employer	Title	Nature of Duties	Dates Employed
Le Sueur-Henderson Public Schools	Spanish Teacher	Create and implement new curriculum and instructional materials to meet standards and carry out all instructional duties.	08/2008-06/2022
Torrington Middle School (Connecticut)	Spanish Teacher	Create and implement new curriculum and instructional materials to meet standards and carry out all instructional duties.	08/2005 - 03/2007

Beginning Contract Date:	8/18/2022	**Ending Contract Date:**	

Brief Description of Previous Experience: Maria has extensive expereince teaching spanish at teh middle scn high school level. She comes highly recommended from Le Sueur-enderson schools where she has tuaght since 2008. During this time she taught spanish and took students on international trips.

717 JORDAN PUBLIC SCHOOLS

Inspire a caring community to ignite learning, innovation, and success for all.

INDEPENDENT SCHOOL DISTRICT #717
TEACHER CONTRACT

The School Board of Independent School District No. 717 of the State of Minnesota, enters into this agreement, pursuant to M.S. 122A.40, as amended, with **Maria Hennen**, a leagally qualified and licensed teacher who agrees to perform the teaching services prescribed by the School Board or its designated representative as for the 2022-2023 school year.

1. **Basic Services:** Said teacher also agrees to perform related professional services prescribed by the School Board or its designated representative during the school day as defined in the Master Agreement. This contract incorporates and is subject to the provisions of M.S. 122A.40, as amended, and the provisions of the Master Agreement for teachers of this District now or hereafter adopted for the said school year pursuant to the provisions of PELRA, as amended.

2. **Duration:** This contract covers the time period of **8/18/2022** through **6/2/2023**. Dates of assignment are approximate and may change due to licensure requirements and potential changes.

3. **Duty Year:** Teacher duty days and school days shall be those named on the school calendar as adopted by the School Board in accordance with the provisions of the Master Agreement for teachers of this District and the teacher agrees to teach on those legal holidays which the calendar may specify as a teacher duty day or school day.

4. **Additional Assignments:** The teacher may undertake, by separate agreement, the performance of additional work days or other additional assignments beyond the normal service prescribed for the teaching position, for the additional compensation established for such services. Any such additional assignment, and the additional compensation therefor, shall terminate at the end of the school year, and shall not be subject to the provisions of Minnesota Statutes 122A.40, unless otherwise expressly provided herein.

5. **Salary:** In consideration thereof, the School Board agrees to pay said teacher a salary based on the following information:

FTE: 1.0

Lane: BA+20

Step: 12

Days/Year: 186

Base Salary: $62,129

Employee Signature: _____

Board Chair Signature of Receipt: _____

Board Clerk Signature of Receipt: _____

EMPLOYEE DATA SHEET

Employee:	Julie Slayton	**Date Offer Accepted:**	7/5/2022
Job Title:	Teacher, Grade 1	**Indicate:** Full-time/Part-time/ Seasonal/Temporary	Full-time
Hiring Supervisor:	Melissa Barnett	**Location:**	Elementary School

PERSONNEL ACTION

New Hire	X	**Replacement For**		**Change**		**Additional Assignment**	

EDUCATION INFORMATION

List below all post secondary education, beginning with the most recent.

Name of Institution	Location	Major	Degree and Date Received	Dates Attended
College of St. Scholastica	Duluth, MN	Elementary Education K-6	BA, Dec. 2013	9/09-12/13

List below any certificate(s) or license(s) now held.

Name of Certificate/License	Name of Provider	Date Received	Expiration Date
ELED, K-6	PELSB	12/2013	6/30/25

RELEVANT EXPERIENCE

List below all relevant experience, beginning with the most recent.

Name of Employer	Title	Nature of Duties	Dates Employed
Seven Hills Preparatory Academy	Kindergarten Teacher	Duties as assigned for classroom teacher, as well as a Q-Comp Instructional Coach	8/2016-present
Assumption Catholic School	Kindergarten Teacher	Duties as assigned for classroom teacher	8/14-6/16

Beginning Contract Date:	8/18/2022	**Ending Contract Date:**	

Note: Increase in enrollment in 1st grade

Brief Description of Previous Experience: Julie has taught Kindergarten the past eight years and has also been an instructional coach for the past three years.

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INDEPENDENT SCHOOL DISTRICT #717
TEACHER CONTRACT

The School Board of Independent School District No. 717 of the State of Minnesota, enters into this agreement, pursuant to M.S. 122A.40, as amended, with **Julie Slayton**, a leagally qualified and licensed teacher who agrees to perform the teaching services prescribed by the School Board or its designated representative as for the 2022-2023 school year.

1. **Basic Services:** Said teacher also agrees to perform related professional services prescribed by the School Board or its designated representative during the school day as defined in the Master Agreement. This contract incorporates and is subject to the provisions of M.S. 122A.40, as amended, and the provisions of the Master Agreement for teachers of this District now or hereafter adopted for the said school year pursuant to the provisions of PELRA, as amended.

2. **Duration:** This contract covers the time period of **8/18/2022** through **6/2/2023**. Dates of assignment are approximate and may change due to licensure requirements and potential changes.

3. **Duty Year:** Teacher duty days and school days shall be those named on the school calendar as adopted by the School Board in accordance with the provisions of the Master Agreement for teachers of this District and the teacher agrees to teach on those legal holidays which the calendar may specify as a teacher duty day or school day.

4. **Additional Assignments:** The teacher may undertake, by separate agreement, the performance of additional work days or other additional assignments beyond the normal service prescribed for the teaching position, for the additional compensation established for such services. Any such additional assignment, and the additional compensation therefor, shall terminate at the end of the school year, and shall not be subject to the provisions of Minnesota Statutes 122A.40, unless otherwise expressly provided herein.

5. **Salary:** In consideration thereof, the School Board agrees to pay said teacher a salary based on the following information:

FTE: 1.0

Lane: BA

Step: 04

Days/Year: 186

Base Salary: $50,353

Employee Signature: _____

Board Chair Signature of Receipt: _____

Board Clerk Signature of Receipt: _____

EMPLOYEE DATA SHEET

Employee:	Daniel Lehman	**Date Offer Accepted:**	7/22/2022
Job Title:	Facilities Director	**Indicate:** Full-time/Part-time/ Seasonal/Temporary	Full-time
Hiring Supervisor:	Ranae Case Evenson	**Location:**	District Wide

PERSONNEL ACTION

New Hire	X	**Replacement For**	Timothy Bisek	**Change**		**Additional Assignment**	

EDUCATION INFORMATION

List below all post secondary education, beginning with the most recent.

Name of Institution	Location	Major	Degree and Date Received	Dates Attended

List below any certificate(s) or license(s) now held.

Name of Certificate/License	Name of Provider	Date Received	Expiration Date

RELEVANT EXPERIENCE

List below all relevant experience, beginning with the most recent.

Name of Employer	Title	Nature of Duties	Dates Employed
Eastern Carver County IDS112	Head Engineer	In charge of all building maintenance	07/2021 - present
Shakopee Public Schools	Head Custodian	Head Custodian for several areas, also was the district's lock smith	03/2012-06/2021

Beginning Contract Date:	8/9/2022	**Ending Contract Date:**	

Brief Description of Previous Experience: Daniel has experiece working as a custodian and doing maitenence on buildings. He also has experience doing inventory/ordering supplies and managing staff.

TERMS AND CONDITIONS

between

Independent School District No. 717
Jordan, Minnesota

And

Unaffiliated Directors

July 1, 2021 – June 30, 2023

AGREEMENT

This agreement is entered into between the Jordan School District and the current Unaffiliated Directors hired prior to July 1, 2021:

- Activities Director
- Communications Director
- Community Education Director
- Early Learning Services Director
- Facilities Director
- Finance Director
- Nutrition Services Director
- Special Education Director
- Teaching and Learning Director
- Technology Director

ARTICLE I
DEFINITIONS

Section 1. Terms and Conditions of Employment:

The term "terms and conditions of employment" means the hours of employment, the compensation therefore including fringe benefits except retirement contributions or benefits, the employer's personnel policies affecting the working conditions of the employees. "Terms and conditions of employment" are subject to the provisions of PELRA.

Section 2. School District:

For purposes of administering this Agreement, the term "school district" shall mean the School Board or its designated representative.

Section 3. Benefits Eligibility:

Eligibility for benefits: To qualify for benefits employees must be employed for 20 hours weekly for 35 weeks yearly. Benefits will be prorated off of 2080 hours yearly, unless specifically stated otherwise in a particular benefit. All benefits that require carrier approval must meet the carrier criteria.

Section 4. Contract Period:

The Unaffiliated Directors shall perform the basic services throughout the term of this contract and on those legal holidays on which the school district is authorized to conduct school if the school board so determines.

Section 5. Other Terms:

Terms not defined in this Agreement shall have those meanings as defined by the PELRA.

Section 6. Anniversary Date:

The anniversary date for each employee will be July 1. Employees hired between July 1 and January 31 will be considered employed one year after the first July 1 following their employment date. Employees hired February 1 and after will not be considered employed one year until after the second July 1 following their employment.

ARTICLE II
COMPENSATION

Section 1. Wage Schedule:

The annual contract may be modified, but shall not be reduced, during the term of this contract. The salary shall be paid in 24 equal installments during the contract year. Should the district not set the salary prior to an employee commencing work for the particular school year, the employee shall work at the previous year's salary until an agreement is reached on the present year's salary. The employee would receive retro pay once the salary is set.

Section 2. Technology Allowance:

The school district will provide an annual stipend to be used for technology hardware and software for professional development and/or a home work station in accordance with School District procedures, policies and practices.

ARTICLE III
GROUP INSURANCE

Section 1. Selection of Carrier:

The selection of the insurance carrier and policy shall be made by the school district as provided by law.

Section 2. Claims Against the School District:

It is understood that the school district's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claim shall be made against the school district as a result of a denial of insurance benefits by an insurance carrier.

Section 3. Duration of Insurance Contribution:

An employee is eligible for school district contribution as provided in this Article as long as the employee is employed by the school district. Upon termination of employment, all district contributions shall cease.

Section 4. Health, Hospitalization and Dental Insurance:

The district will provide up to the family health coverage under the Aware 3500 or comparable plan and family dental coverage. Any additional premium costs for other plan designs/coverages are to be borne by the employee.

Section 5. HSA and VEBA Account:

The School District shall contribute $2,400 for family coverage to eligible employees that are enrolled in the Aware 3500 or comparable plan. If an employee requests to be on a lower premium plan they will receive a $4,400 contribution.

Section 6. Long Term Disability Insurance:

The district shall provide LTD insurance for eligible employees as long as the district employs them. The program will provide 66-2/3% of the basic compensation not to exceed $9,167 per month and will go in effect after sixty (60) calendar days of disability.

Section 7. Term life Insurance:

The district shall provide $100,000 term life insurance, using the same plan the district used with the Jordan Education Association.

ARTICLE IV
OTHER BENEFITS

Section 1. Professional Development:

The School District recognizes the importance of encouraging employees to attend or participate in professional conferences or meetings at the state, local and national level as a necessary and essential part of an employee's professional growth. When financially feasible, and with proper approval by the Superintendent, the District will pay an employee's expenses to attend such a conference or meeting.

Section 2. Membership Dues:

The School District will provide membership in the approved state and national professional organizations.

Section 3. Travel Reimbursement:

Necessary and approved transportation outside of District boundaries that is required of the employee in the performance of school duty; shall submit appropriate claim forms and/or receipts as per District procedure for reimbursement.

Section 4. Uniform Allowance:

The Facilities Director will receive an annual $400.00 uniform allowance.

ARTICLE V
LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Employees shall receive 12 days of sick leave yearly, prorated according to Sec. 3 of Art. I.

Subd. 2. Unused sick leave days may accumulate to a maximum of 1,000 hours, prorated according to Sec. 3 of Art. I.

Subd. 3. An employee may use personal sick leave benefits provided by the employer for absences due to an illness or injury to the employee's child, as defined in Minnesota State Statue 181.940, subdivision 4, adult child, spouse, sibling, parent, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. This subdivision applies only to personal sick leave benefits payable to the employee from the employer's general assets.

Subd. 4. Sick leave shall be deducted from the accrued sick leave hours earned by the employee. If the employee has exhausted their sick leave days, any additional days missed will be deducted from their pay at their hourly rate. Days used for sick leave, above that eligible for, must be approved in advance by the superintendent. The decision of the superintendent to grant additional days is final.

Subd. 5. Wellness Payment: Employees using 5 days or less of sick leave may, at the end of the school year for school year employees and at the end of the fiscal year for 12 month employees, request to sell back those days at their daily rate, not to exceed $110.00 daily. Days sold back will be deducted from the employee's accumulated sick

leave as specified in Article IV, Sec. 1, Subd. 2. The wellness payment will be prorated for part time employees.

Section 2. Personal Leave:

Subd. 1. The employee shall be granted two days of paid personal leave yearly and one day of unpaid leave.

Subd. 2. Personal day requests must be made at least 3 days in advance, except in case of an emergency.

Section 3. Family Illness Leave/Bereavement Leave:

Subd. 1. Five days per year, non-accumulative, shall be available to each employee for a combination of family illness leave and bereavement leave. Family illness leave may be used because of the serious illness of an employee's spouse, parent or adult child, or the illness of a minor child. Bereavement leave may be used because of the death of an employee's spouse, child, sibling, spouse's parent, parent, or others who may have a particularly close relationship to the employee.

Subd. 2. An employee shall provide as much prior notice of intent to use family illness leave or bereavement leave, as possible.

Subd. 3. Additional days of family illness leave or bereavement leave may be granted at the discretion of the superintendent. These additional days will be deducted from the employee's accumulated sick leave bank, or if the bank is exhausted, granted with no pay.

Section 4. Worker's Compensation:

Subd. 1. Upon the request of an employee who is absent from work as a result of a compensable injury under the provisions of the Workers Compensation Act, the School District will pay the difference between the compensation received pursuant to the Workers Compensation Act by the employee's earned accrual of sick leave.

Subd. 2. A deduction shall be made from the employee's accumulated sick leave accrual time according to the pro-rata portions of days of sick leave time, which is used to supplement worker's compensation.

Subd. 3. Such payment shall be paid by the School District to the employee only during the period of disability.

Subd. 4. In no event shall the additional compensation paid to the employee by virtue of sick-leave pay result in the payment of a total daily, weekly, or monthly compensation that exceeds the normal compensation of the employee.

Subd. 5. An employee who is absent from work as a result of an injury compensable under the Worker's Compensation Act, and who elects to receive sick-leave pay pursuant to this policy, he/she will receive a deduction from his/her pay in an amount equal to the Worker's Compensation check.

Section 5. General Leave:

Subd. 1. An employee in the School District may apply for an unpaid leave of absence subject to the provisions of this section. The granting of such leave shall be at the discretion of the School District.

Subd. 2. The employee shall not accrue seniority or experience credit for the period of this leave.

Subd. 3. Applications for general leave shall be submitted in writing to the School District as soon as possible.

Section 6. Administration of Leaves:

When the school district has reason to believe that a pattern of conduct suggests that any leaves are being abused, investigation may be necessary for the benefit of all concerned. As part if such investigation, the district may prospectively require a doctor-signed certificate of any employee claiming sick leave.

ARTICLE VI
HOLIDAYS & VACATIONS

Section 1. Holidays:

Subd. 1. 12-month employees: There will be 12 paid holidays for 5 day, 52 week employees.

Subd. 2. Eligible holidays are: New Year's Day, Good Friday, Memorial Day, 4th of July, Labor Day, Day after Thanksgiving, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and two floating holiday's approved by the superintendent.

Subd. 3. Should it be necessary for the school to hold school on any of the designated holidays, another day will be substituted by the district.

Section 2. Vacation:

Subd. 1. All vacation days must be approved in advance by the superintendent. The decision of the superintendent is final.

Subd. 2. Vacation earned in one fiscal year, must be used within 6 months of the year earned, or it will be forfeited.

Subd. 3. Vacation Schedule: 12-month employees will be eligible for 20 vacation days annually.

Subd. 4 Anniversary: July 1 will be the anniversary date by which an employee's days of vacation shall be computed, based upon hire date.

Subd 5. Eligibility: Vacation is based off 2080 hours, yearly. Any employee using their vacation during the year, but who terminates their employment prior to completion of the 2080 hours will have their used, but unearned vacation deducted from their final paycheck, pro-rated from 2080 hours.

ARTICLE VII
DEFERRED COMPENSATION & SEVERANCE

Section 1. Deferred Compensation:

Subd. 1. Matched deferred compensation is available beginning the second (2nd) year of employment in the District. Matched deferred is pro-rated off a 2080 hour work year.

Subd. 2. Employees must use the deferred compensation election during the election period or lose it. The District shall pay its share of FICA taxes on the matching amount. The District shall match employee contributions as follows:

1 year of service in district 717	No Match
2-5 years of service in district 717	$750
6-10 years and after in District 717	$1,000
11-20 years and after in District 717	$1,250

Subd. 3. District cap: $20,000

Subd. 4. All deferred compensation costs to the district during the period of this contract shall be costed in to the settlement package in the subsequent agreement between the parties.

Subd. 5. After ten years of service with the district, the employee will be eligible for up to $2,000 in payment for unused sick leave. This will be paid at a rate of $2.00 per hour for each unused hour. After 15 years of service the employee will be eligible for up to $2,250 in payment at the rate of $2.25 per hour. After 20 years of service the employee will be eligible for up to $4,000 in payment at the rate of $4.00 per hour.

ARTICLE VIII
DISCIPLINE, DISCHARGE, AND PROBATIONARY PERIOD

Section 1. Probationary Period:

An employee under the provisions of this Agreement shall serve a probationary period of six (6) months of continuous service in the school district during which time the school district shall have the unqualified right to suspend without pay, discharge or otherwise discipline such employee; and during this probationary period, the employee shall have no recourse, insofar as suspension, discharge or other discipline is concerned The district may extend the probationary period up to an additional six (6) months with notification to the employee.

Section 2. Completion of Probationary Period:

An employee who has completed the probationary period may be disciplined or discharged only for cause. The termination of an employee will normally follow the progressive discipline steps of:

1. Formal verbal warning
2. Written warning
3. Suspension without pay
4. Termination

This contract is effective July 1, 2021-June 30, 2023, subject to re-opening of negotiations to address provisions of the ACA.

_____

Deb Pauly, Board Chair Date

_____

Board Clerk Date

ADDENDUM TO UNAFFILLIATED DIRECTOR'S TERMS AND CONDITIONS

Position	Days/Year	2021-2022	2022-2023	Technology Allowance
Activities Director	260	$89,040	$92,602	$1,000
Community Education Director	260		$93,218	$1,000
Early Learning Services Director	215	$88,734	$89,621	$1,000
Facilities Director	260		$85,000	$1,000
Finance Director	260	$90,132	$92,836	$1,000
Nutrition Services Director	220		$60,000	$1,000
Communications Director	260	$60,000	$64,000	$1,000
Special Services Director	260		$122,464	$1,000
Teaching and Learning Director	260	$102,959	$103,988	$1,000
Technology Director	260	$82,151	$90,586	$1,500

Deferred Compensation: Effective July 1, 2021 the current Teaching and Learning Director and Special Services Director will be grandfathered in to receiving the matching deferred compensation listed below:

Years of Service	Maximum Matching Contribution
0-3	$1,700
4-6	$2,700
7+	$3,700
Maximum District Contribution:	$35,850

Effective July 1, 2022 the current Community Education Director will be grandfathered in to receiving the matching deferred compensation listed below:

Years of Service	Maximum Matching Contribution
0-5	$1,000
6-10	$1,200
11-20	$1,500
Maximum District Contribution:	$35,850

EMPLOYEE DATA SHEET

Employee:	Emma Adamek	**Date Offer Accepted:**	8/2/2022
Job Title:	Teacher, Special Education - One Year Assignment	**Indicate:** Full-time/Part-time/ Seasonal/Temporary	Full-time
Hiring Supervisor:	Chad Williams	**Location:**	Middle School

PERSONNEL ACTION

New Hire	X	**Replacement For**	Anna Pederson	**Change**		**Additional Assignment**	

EDUCATION INFORMATION

List below all post secondary education, beginning with the most recent.

Name of Institution	Location	Major	Degree and Date Received	Dates Attended
Concordia University	St. Paul, MN	Elementary Education	BA - 5/2022	2018 - 2022

List below any certificate(s) or license(s) now held.

Name of Certificate/License	Name of Provider	Date Received	Expiration Date
Elementary Education K-6	PELSB	7/8/22	6/30/25

RELEVANT EXPERIENCE

List below all relevant experience, beginning with the most recent.

Name of Employer	Title	Nature of Duties	Dates Employed
Horace Mann Elementary School	4th grade student teacher	Taught all subject areas (core academics) to 4th grade students	1/22-4/22

Beginning Contract Date:	8/18/2022	**Ending Contract Date:**	6/2/2023

Brief Description of Previous Experience: Emma student taught in 4th grade and has been a volunteer and TA in Jordan Schools at JMS and JES.

717 JORDAN PUBLIC SCHOOLS

Inspire a caring community to ignite learning, innovation, and success for all.

INDEPENDENT SCHOOL DISTRICT #717
TEACHER CONTRACT

The School Board of Independent School District No. 717 of the State of Minnesota, enters into this agreement, pursuant to M.S. 122A.40, as amended, with **Emma Adamek**, a leagally qualified and licensed teacher who agrees to perform the teaching services prescribed by the School Board or its designated representative as for the 2022-2023 school year.

1. **Basic Services:** Said teacher also agrees to perform related professional services prescribed by the School Board or its designated representative during the school day as defined in the Master Agreement. This contract incorporates and is subject to the provisions of M.S. 122A.40, as amended, and the provisions of the Master Agreement for teachers of this District now or hereafter adopted for the said school year pursuant to the provisions of PELRA, as amended.

2. **Duration:** This contract covers the time period of **8/18/2022** through **6/2/2023**. Dates of assignment are approximate and may change due to licensure requirements and potential changes.

3. **Duty Year:** Teacher duty days and school days shall be those named on the school calendar as adopted by the School Board in accordance with the provisions of the Master Agreement for teachers of this District and the teacher agrees to teach on those legal holidays which the calendar may specify as a teacher duty day or school day.

4. **Additional Assignments:** The teacher may undertake, by separate agreement, the performance of additional work days or other additional assignments beyond the normal service prescribed for the teaching position, for the additional compensation established for such services. Any such additional assignment, and the additional compensation therefor, shall terminate at the end of the school year, and shall not be subject to the provisions of Minnesota Statutes 122A.40, unless otherwise expressly provided herein.

5. **Salary:** In consideration thereof, the School Board agrees to pay said teacher a salary based on the following information:

FTE: 1.0

Lane: BA

Step: 01

Days/Year: 186

Base Salary: $47,069

Employee Signature: _____

Board Chair Signature of Receipt: _____

Board Clerk Signature of Receipt: _____

EMPLOYEE DATA SHEET

Employee:	Cassidy Capriglione	**Date Offer Accepted:**	8/3/2022
Job Title:	School Social Worker	**Indicate:** Full-time/Part-time/ Seasonal/Temporary	Full-time
Hiring Supervisor:	Chad Williams	**Location:**	Middle School

PERSONNEL ACTION

New Hire	X	**Replacement For**	Tiffany Ogren	**Change**		**Additional Assignment**	

EDUCATION INFORMATION

List below all post secondary education, beginning with the most recent.

Name of Institution	Location	Major	Degree and Date Received	Dates Attended
University of Minnesota	Duluth, MN	Social Work	Master of Social Work on 8/2019	2015-2019
University of Wisconsin-Stout	Menomonie, WI	Human Development and Family Studies	BAS on 8/2014	2011-2014

List below any certificate(s) or license(s) now held.

Name of Certificate/License	Name of Provider	Date Received	Expiration Date
Pending - Licensed School Social Worker	PELSB		

RELEVANT EXPERIENCE

List below all relevant experience, beginning with the most recent.

Name of Employer	Title	Nature of Duties	Dates Employed
Eastern Carver Schools	College/Career Counselor	Advising students and parents on post-secondary exploration options	8/20-6/2022
Hermantown Community Schools	School Social Worker Intern	Carry a caseload of students who are on Individualized Education Program (IEP).	8/18-5/19

Beginning Contract Date:	8/18/2022	**Ending Contract Date:**	

Brief Description of Previous Experience: Cassidy has experience with having a caseload of students who are on Individualized Education Program (IEP) Develop knowledge of Dialectical Behavior Therapy Skills (DBT) that are used in small group and individual sessions with students Conduct check-ins and mentoring with individual students from a variety of backgrounds.

717 JORDAN PUBLIC SCHOOLS

Inspire a caring community to ignite learning, innovation, and success for all.

INDEPENDENT SCHOOL DISTRICT #717
TEACHER CONTRACT

The School Board of Independent School District No. 717 of the State of Minnesota, enters into this agreement, pursuant to M.S. 122A.40, as amended, with **Cassidy Capriglione**, a leagally qualified and licensed teacher who agrees to perform the teaching services prescribed by the School Board or its designated representative as for the 2022-2023 school year.

1. **Basic Services:** Said teacher also agrees to perform related professional services prescribed by the School Board or its designated representative during the school day as defined in the Master Agreement. This contract incorporates and is subject to the provisions of M.S. 122A.40, as amended, and the provisions of the Master Agreement for teachers of this District now or hereafter adopted for the said school year pursuant to the provisions of PELRA, as amended.

2. **Duration:** This contract covers the time period of **8/18/2022** through **6/2/2023**. Dates of assignment are approximate and may change due to licensure requirements and potential changes.

3. **Duty Year:** Teacher duty days and school days shall be those named on the school calendar as adopted by the School Board in accordance with the provisions of the Master Agreement for teachers of this District and the teacher agrees to teach on those legal holidays which the calendar may specify as a teacher duty day or school day.

4. **Additional Assignments:** The teacher may undertake, by separate agreement, the performance of additional work days or other additional assignments beyond the normal service prescribed for the teaching position, for the additional compensation established for such services. Any such additional assignment, and the additional compensation therefor, shall terminate at the end of the school year, and shall not be subject to the provisions of Minnesota Statutes 122A.40, unless otherwise expressly provided herein.

5. **Salary:** In consideration thereof, the School Board agrees to pay said teacher a salary based on the following information:

FTE: 1.0

Lane: MA

Step: 02

Days/Year: 186

Base Salary: $51,886

Employee Signature: _____

Board Chair Signature of Receipt: _____

Board Clerk Signature of Receipt: _____

Jordan ISD 717

Sale Summary

General Obligation Tax Abatement Bonds,
Series 2022A

Michael Hart
Director, Public Finance
PMA Securities, LLC

Steve Pumper
Vice President
PMA Securities, LLC

August 8, 2022

Bid Results

G.O. Tax Abatement Bonds, Series 2022A

Bid Summary

Independent School District No. 717 (Jordan)

$1,403,000

General Obligation Tax Abatement Bonds, Series 2022A

Date of Sale: August 3, 2022

Award: The Bank of Elk River

Bidder	Borrowing Rate
The Bank of Elk River	2.85%
Woodlands National Bank	3.21%
Hometown Bank	3.92%

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Finance Plan vs. Actual Sale

G.O. Tax Abatement Bonds, Series 2022A

	Finance Plan	Sale Results
Final Par Amount	$1,403,000	$1,399,000
True Interest Cost	4.00%	2.85%
Average Debt Service	$320,309	$307,720
Total Debt Service	$1,601,543	$1,538,600
Deposit to Project Fund	**$1,372,000**	**$1,372,857**

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Authorizing Resolution vs. Actual Sale

G.O. Tax Abatement Bonds, Series 2022A

Authorizing Resolution – July 11, 2022	Sale Results
Conduct public hearing for bond issuance	✓
Par amount does not exceed $1,425,000	$1,399,000
True Interest Cost does not exceed 4.50%	2.85%
PMA Securities, LLC acting as Municipal Advisor	✓
Robert W. Baird & Co. Inc. acting as Placement Agent	✓
Minnesota State Credit Enhancement Program	✓

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Sources and Uses
G.O. Tax Abatement Bonds, Series 2022A

Sources Of Funds	
Par Amount of Bonds	$1,399,000.00
Total Sources	**$1,399,000.00**

Uses Of Funds	
Deposit to Project Construction Fund	1,372,857.00
Financial Advisor (PMA Securities)	13,793.00
Bond Counsel (Dorsey & Whitney)	9,000.00
Placement Agent (Robert W. Baird)	2,500.00
Paying Agent (U.S. Bank)	850.00
Total Uses	**$1,399,000.00**

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Debt Service Schedule

G.O. Tax Abatement Bonds, Series 2022A

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/25/2022	-	-	-	-	-
08/01/2023	-	-	37,213.40	37,213.40	-
02/01/2024	254,000.00	2.850%	19,935.75	273,935.75	311,149.15
08/01/2024	-	-	16,316.25	16,316.25	-
02/01/2025	265,000.00	2.850%	16,316.25	281,316.25	297,632.50
08/01/2025	-	-	12,540.00	12,540.00	-
02/01/2026	309,000.00	2.850%	12,540.00	321,540.00	334,080.00
08/01/2026	-	-	8,136.75	8,136.75	-
02/01/2027	274,000.00	2.850%	8,136.75	282,136.75	290,273.50
08/01/2027	-	-	4,232.25	4,232.25	-
02/01/2028	297,000.00	2.850%	4,232.25	301,232.25	305,464.50
Total	**$1,399,000.00**	**-**	**$139,599.65**	**$1,538,599.65**	**-**

Yield Statistics

Bond Year Dollars	$4,898.23
Average Life	3.501 Years
True Interest Cost (TIC)	2.8451418%
Bond Yield for Arbitrage Purposes	2.8451418%
All Inclusive Cost (AIC)	3.4201246%

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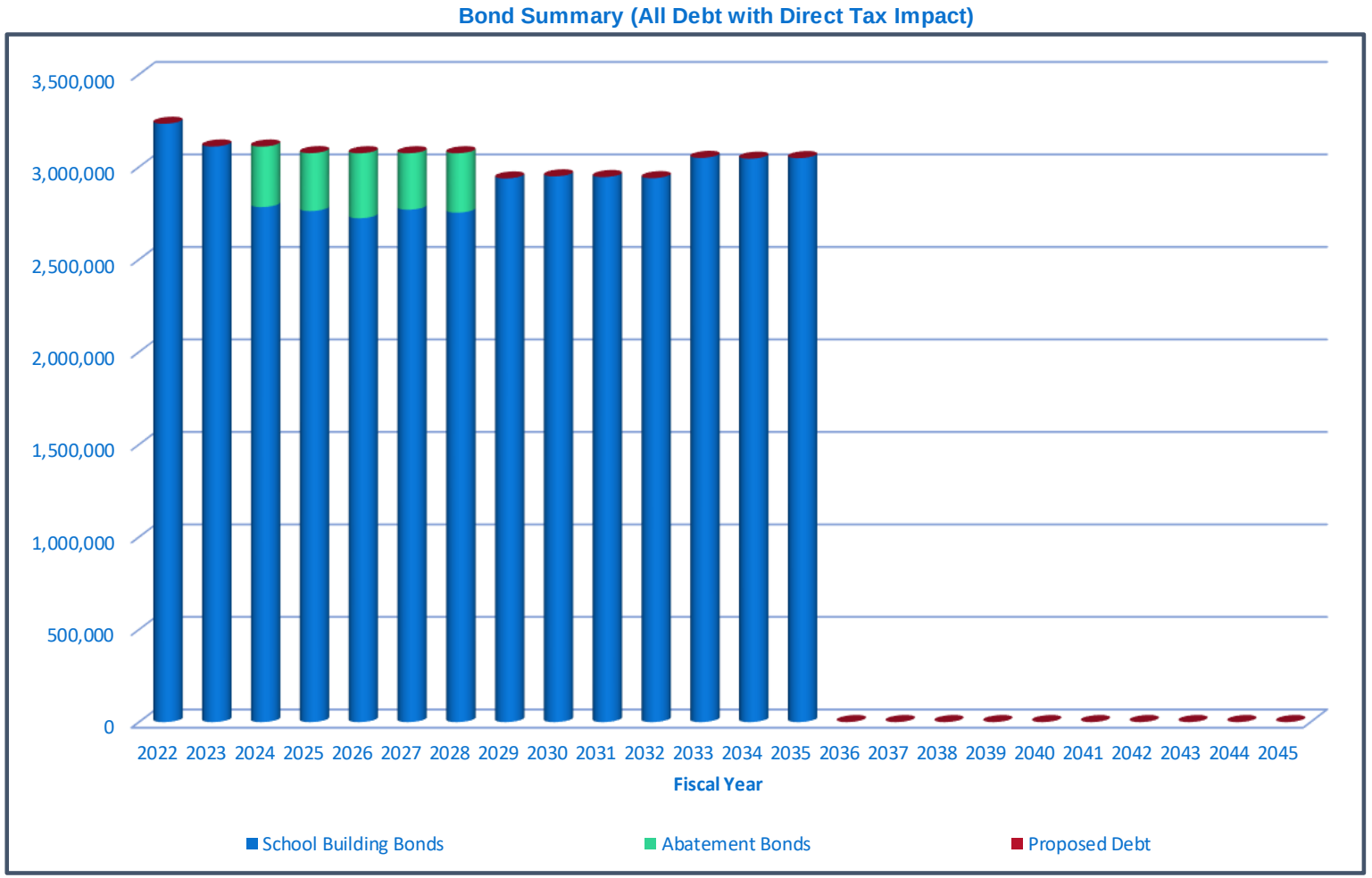
Combined Debt Service



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Calendar

Date	Action Item
June 20, 2022	Review project scope and call for public hearing on property tax abatement
By July 1, 2022	Publish notice of public hearing
July 11, 2022	Hold public hearing, approve abatement and pass resolution authorizing the sale of the bonds
August 3, 2022	Bond Sale
August 8, 2022	Board Considers Ratifying Resolution
August 25, 2022	Bond Closing (Proceeds Available)

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Disclosure

The information contained herein is solely intended to suggest/discuss potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement.

The analysis or information presented herein is based upon hypothetical projections and/or past performance that have certain limitations. No representation is made that it is accurate or complete or that any results indicated will be achieved. In no way is past performance indicative of future results. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive. The information set forth herein was gathered from sources which we believe, but do not guarantee, to be accurate. Neither the information, nor any options expressed, constitute a solicitation by us for purposes of sale or purchase of any securities or commodities. Investment/financing decisions by market participants should not be based on this information.

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v01.08.21

CERTIFICATION OF MINUTES RELATING TO
$1,399,000 GENERAL OBLIGATION TAX ABATEMENT BONDS, SERIES 2022A

Issuer: Independent School District No. 717 (Jordan), Minnesota

Governing Body: School Board

Kind, date, time and place of meeting: A regular meeting held on August 8, 2022 at 6:30 p.m. in the CERC Multi-Purpose Room.

Members present:

Members absent:

Documents attached:

Minutes of said meeting (including):

RESOLUTION RELATING TO $1,399,000 GENERAL OBLIGATION TAX ABATEMENT BONDS, SERIES 2022A; RATIFYING THE AWARD OF SALE, PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE PAYMENT THEREOF

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this 8th day of August, 2022.

_____
School District Clerk

Member _____ introduced the following resolution and moved its adoption, which motion was seconded by Member _____:

RESOLUTION RELATING TO $1,399,000 GENERAL OBLIGATION TAX ABATEMENT BONDS, SERIES 2022A; RATIFYING THE AWARD OF SALE, PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE PAYMENT THEREOF

BE IT RESOLVED by the School Board (the Board) of Independent School District No. 717 (Jordan), Minnesota (the District), as follows:

SECTION 1. AUTHORIZATION; SALE; AND RATIFICATION.

1.01. Authorization; Purpose. By resolution duly adopted on July 11, 2022 (the Authorizing Resolution), this Board authorized the sale of its General Obligation Tax Abatement Bonds, Series 2022A (the Bonds), pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the Act) and Chapter 475, by private placement and further authorized the Superintendent and any Board officer, and in consultation with and upon the advice of representatives of PMA Securities, LLC, in Albertville, Minnesota (PMA), as independent municipal advisor to the District and Robert W. Baird & Co. Incorporated, in Oakdale, Minnesota (Baird), as placement agent, and to approve the sale of the Bonds and execute a contract on the part of the District for the sale of the Bonds to a purchaser to be selected by the Superintendent and any Board officer, provided that the aggregate principal amount of the Bonds did not exceed $1,425,000 and the true interest cost did not exceed 4.50%. The proceeds of the Bonds will be used to finance parking lot improvements at District facilities, including the High School and the Community Education and Recreation Center (collectively, the Projects). To pay all or a portion of the costs of the Projects or to pay a portion of the principal of and interest on general obligation bonds to be issued by the District to pay for the Projects, this Board by resolution adopted July 11, 2022 (the Abatement Resolution) has granted an abatement of property taxes to be imposed by the District on certain parcels in the District identified in the Abatement Resolution (the Abated Parcels) for a period of five (5) years commencing with property taxes payable in 2023 and concluding with property taxes payable in 2027 (the Tax Abatement), all pursuant to Minnesota Statutes, Sections 469.1812 to 469.1815, as amended. The revenues derived by the District from such Tax Abatement are referred to collectively herein as the Tax Abatement Revenue. The Bonds will finance the Projects including every item of cost of the kinds authorized in Minnesota Statutes, Section 469.1814, subdivision 5, benefiting the Abated Parcels.

1.02. Sale. A proposal to purchase the Bonds that meets the requirements set forth in the Authorizing Resolution has been received from The Bank of Elk River, in Elk River, Minnesota, as purchaser (the Purchaser) to purchase the Bonds at a price of $1,399,000 plus accrued interest, if any, on all Bonds to the day of delivery and payment, on the further terms and conditions hereinafter set forth.

1.03. Ratification of Award. The District has retained PMA as independent municipal advisor and Baird as placement agent in connection with the sale of the Bonds in the aggregate principal amount of $1,399,000. Pursuant to the Authorizing Resolution, the sale of the Bonds has been awarded by the Superintendent and Chairperson to the Purchaser. The sale of the Bonds to

the Purchaser and the execution of the contract for the sale of the Bonds by the Superintendent and Chairperson are hereby ratified in all respects.

SECTION 2. BOND TERMS; REGISTRATION; EXECUTION AND DELIVERY.

2.01. Issuance of Bonds. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done prior to the issuance of the Bonds having been done, existing and having happened, it is necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof, and to issue the Bonds forthwith.

2.02. Maturities, Interest Rates and Denominations. The Bonds shall be originally dated as of August 25, 2022, shall be in denominations of $100,000 each and $1,000 integral multiples thereof of single maturities, shall mature on February 1 in the years and amounts stated below and shall bear interest from date of issue until paid at the annual rates set forth opposite such years and amounts, as follows:

Year	Amount	Rate
2028	$1,399,000	2.850%

The Bonds shall be issuable only in fully registered form. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest thereon and, upon surrender of each Bond, the principal amount thereof, shall be payable by check or draft issued by the Registrar described herein.

2.03. Dates and Interest Payment Dates. Upon initial delivery of the Bonds pursuant to Section 2.07, and upon any subsequent transfer or exchange pursuant to Section 2.06, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. The interest on the Bonds shall be payable on February 1 and August 1, commencing August 1, 2023, to the owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

2.04. Redemption. The Bonds shall be subject to redemption and prepayment at the option of the District, in whole or in part, in such order as the District shall determine and within a maturity by lot as selected by the Registrar in multiples of $1,000, on any date, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The Clerk shall cause notice of the call for redemption thereof to be published as required by law and, at least thirty (30) days prior to the designated redemption date, shall cause notice of the call for redemption to be mailed, by first class mail, to the registered owners of any Bonds to be redeemed at their addresses as they appear on the bond register described in Section 2.06 hereof but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal

amount outstanding.

The Bonds shall be subject to mandatory redemption prior to maturity pursuant to the sinking fund requirements of this Section 2.04 at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, on February 1 in each of the following years the following stated principal amounts thereof, plus accrued interest:

Year		Principal Amount
2024		$254,000
2025		265,000
2026		309,000
2027		274,000
2028*		297,000
*stated maturity		

The Clerk shall cause notice of the call for redemption thereof to be published as required by law, and at least thirty (30) days prior to the designated redemption date, shall cause notice of the call for redemption to be mailed, by first class mail, to the registered owners of any Bonds to be redeemed at their addresses as they appear on the bond register described in Section 2.06 hereof, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the District shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

2.05. Appointment of Initial Registrar. The District hereby appoints U.S. Bank Trust Company, National Association, in St. Paul, Minnesota, as the initial bond registrar, transfer agent and paying agent (the Registrar). The Chairperson and the Clerk are authorized to execute and deliver, on behalf of the District, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company organized under the laws of the United States or one of the states of the United States and authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The District agrees to pay the reasonable and customary charges of the Registrar for the services performed. The District reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment and acceptance of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar.

2.06. Registration. The effect of registration and the rights and duties of the District and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of

Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until such interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the

Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the District and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the District. If the mutilated, destroyed, stolen or lost Bond has already matured in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, subdivision 1, as amended.

(j) Valid Obligations. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the District, evidencing the same debt, and entitled to the same benefits under this resolution as the Bonds surrendered upon such transfer or exchange.

2.07. Execution; Authentication and Delivery. The Bonds shall be prepared under the direction of the Clerk and shall be executed on behalf of the District by the signatures of the Chairperson and the Clerk, provided that all signatures may be printed, engraved, or lithographed facsimiles of the originals. In case any officer whose signature, or a facsimile of whose signature, shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of the Registrar. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so delivered and authenticated, they shall be delivered by the Clerk to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

2.08. Form of Bonds. The Bonds shall be prepared in substantially the form found at EXHIBIT A hereto.

SECTION 3. USE OF PROCEEDS.

4.01. General Obligation Tax Abatement Bonds, Series 2022A Construction Fund. There is hereby established on the official books and records of the District a General Obligation Tax Abatement Bonds, Series 2022A Construction Fund (the Construction Fund), and the District shall continue to maintain the Construction Fund until payment of all costs and expenses incurred in connection with the Projects financed by the Bonds have been paid. To the Construction Fund there shall be credited from the proceeds of the Bonds an amount equal to the estimated construction costs and expenses of the Projects and from the Construction Fund there shall be paid

all such construction costs and expenses. After payment of all such construction costs and expenses, the Construction Fund shall be discontinued and any Bond proceeds remaining therein shall be credited to the Debt Service Fund established by Section 4.02 hereof.

4.02. General Obligation Tax Abatement Bonds, Series 2022A Debt Service Fund. So long as any of the Bonds are outstanding and any principal of or interest thereon unpaid, the District shall maintain a separate debt service fund on the official books and records of the District to be known as the General Obligation Tax Abatement Bonds, Series 2022A Debt Service Fund (the Debt Service Fund), which the District agrees to maintain until the Bonds have been paid in full, and the principal of and interest on the Bonds shall be payable from the Debt Service Fund. moneys on hand in the Debt Service Fund from time to time shall be used only to pay the principal of and interest on the Bonds. The District irrevocably appropriates to the Debt Service Fund: (a) any funds received from the Purchaser upon delivery of the Bonds in excess of the amount required by Section 4.01 above to be credited to the Construction Fund; (b) the amounts specified in Section 4.01 above, after payment of all costs and expenses of the Projects; (c) all taxes levied and collected in accordance with this resolution or any additional resolutions of the Board; (d) all Tax Abatement Revenue received by the District; (e) all other moneys as shall be appropriated by the Board to the Debt Service Fund from time to time. If any payment of principal of and interest on the Bonds shall become due when there is not sufficient money in the Debt Service Fund to make such payment, the Clerk shall pay the same from any other available fund of the District, and such other fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of the Bonds when available.

SECTION 4. TAX LEVIES AND DEBT SERVICE FUND BALANCE RESTRICTION.

4.01. Tax Levies. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith, credit and taxing power of the District shall be and are hereby irrevocably pledged. In order to produce aggregate amounts which, together with the Tax Abatement Revenue, will produce amounts not less than five percent in excess of the amounts needed to meet when due the principal of and interest on the Bonds as required by Minnesota Statutes, Section 475.61, subdivision 1, there is hereby levied on all taxable property in the District a direct, annual ad valorem tax which shall be spread upon the tax rolls for collection in the years and amounts as follows, as part of other general taxes of the District, as follows:

Levy Years	Collection Years	Amount

(See attached levy computation)

The taxes shall be irrepealable as long as any of the Bonds are outstanding and unpaid; provided, that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61. If, as of the date tax levies are certified in any year, the sum of the balance in the Debt Service Fund plus any Tax Abatement Revenue to be received through the end of the following calendar year plus any valorem taxes theretofore levied for the payment of Bonds payable therefrom and collectible through the end of the following calendar year is not sufficient to pay when due all principal and interest to become due on all Bonds payable therefrom in said following calendar year, or the Debt Service Fund has incurred a

deficiency in the manner provided in Section 4.02, an additional direct, irrepealable, ad valorem tax shall be levied on all taxable property within the corporate limits of the District for the purpose of restoring such accumulated or anticipated deficiency in accordance with the provisions of this resolution.

4.02. Debt Service Fund Balance Restriction. In order to ensure compliance with the Internal Revenue Code of 1986 (the Code) and applicable Treasury Regulations (the Regulations), upon allocation of any funds to the Debt Service Fund, the balance then on hand in the Fund shall be ascertained. If it exceeds the amount of principal and interest on the Bonds to become due and payable through February 1 next following, plus a reasonable carryover equal to 1/12th of the debt service due in the following bond year, the excess shall (unless an opinion is otherwise received from bond counsel) be used to prepay or purchase Bonds, or invested at a yield which does not exceed the yield on the Bonds calculated in accordance with Section 148 of the Code.

SECTION 5. DEFEASANCE. When all of the Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the registered owners of the Bonds shall cease. The District may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The District may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such time and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal and interest to become due thereon to maturity.

SECTION 6. CERTIFICATION OF PROCEEDINGS.

6.01. Filing with County Auditor. The Clerk is hereby authorized and directed to file with the County Auditor of Scott County, a certified copy of this resolution together with such other information as the County Auditor shall require and to obtain from the County Auditor a certificate that the Bonds have been entered upon the bond register and that the tax for the payment of the Bonds has been levied as required by law.

6.02. Certification of Proceedings. The officers of the District and the County Auditor are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as they appear from the books and records under the officer's custody and control or as otherwise known to the them. All such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the District to the correctness of all statements contained herein.

SECTION 7. TAX COVENANTS, ARBITRAGE MATTERS, REIMBURSEMENT AND CONTINUING DISCLOSURE.

7.01. Restrictive Action. The Projects will be owned and maintained by the District and used to carry out its program of public education. The District shall not enter into any lease, management agreement, use agreement or other contract with any nongovernmental entity relating to the Projects or a portion thereof which would cause the Bonds to be considered "private activity bonds" or "private loan bonds" pursuant to the provisions of Section 141 of the Code. The District covenants and agrees with the registered owners of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any actions that would cause interest on the Bonds to become includable in gross income of the recipient under the Code and applicable Regulations and covenants to take any and all actions within its powers to ensure that the interest on the Bonds will not become includable in gross income of the recipient under the Code and the Regulations.

7.02. Arbitrage Certification. The Chairperson and Clerk being the officers of the District charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and applicable Regulations stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and the Regulations.

7.03. Arbitrage Rebate Exemption. (a) It is hereby found that the District has general taxing powers, that no Bond is a "private activity bond" within the meaning of Section 141 of the Code, that 95% or more of the net proceeds of the Bonds are to be used for local governmental activities of the District, and that the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued by the District and all subordinate entities thereof during calendar year 2022 is not reasonably expected to exceed $5,000,000 plus the lesser of $10,000,000 or so much of the aggregate face amount of the tax-exempt obligations as are attributable to financing or refinancing the construction of public school facilities. Therefore, pursuant to Section 148(f)(4)(D) of the Code, the District shall be treated as meeting the arbitrage rebate requirements of paragraphs (2) and (3) of Section 148(f) of the Code.

(b) If, notwithstanding the provisions of paragraph (a) of this Section 7.03, the arbitrage rebate provisions of Section 148(f) of the Code apply to the Bonds, the District hereby covenants and agrees to make the determinations, retain records and rebate to the United States the amounts at the times and in the manner required by said Section 148(f).

7.04. Qualified Tax-Exempt Obligations. The Board hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions, and hereby finds that the reasonably anticipated amount of tax-exempt obligations, which are not private activity bonds (not treating qualified 501(c)(3) bonds under Section 145 of the Code as private activity bonds for the purpose of this representation) which will be issued by the District and all subordinate entities during calendar year 2022 does not exceed $10,000,000.

7.05. Reimbursement. The District certifies that the proceeds of the Bonds will not be used by the District to reimburse itself for any expenditure with respect to the Projects which the District paid or will have paid more than 60 days prior to the issuance of the Bonds unless, with respect to such prior expenditures, the District shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations; provided that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, with respect to the Projects meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to "preliminary expenditures" for the Projects as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the "issue price" of the Bonds.

7.06. Exemption from Disclosure Requirements. The provisions of SEC Rule 15c2-12 do not apply to the Bonds because the Bonds are issued in minimum denominations of $100,000 and meet the other requirements of paragraph (d)(1) of Rule 15c2-12.

SECTION 8. STATE PAYMENT; DISTRICT AND REGISTRAR OBLIGATIONS. The District hereby covenants and obligates itself to notify the Commissioner of Education (the Commissioner) of any potential default in the payment of the principal of or interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 (the State Payment Law), to guarantee, to the extent permitted by law, payment of the principal of and interest on the Bonds when due. The District further covenants to deposit with the Registrar not less than three business days prior to each February 1 and August 1 as set forth in Section 2.03 hereof, an amount sufficient to make that payment or to notify the Commissioner as provided in the State Payment Law that it will be unable to make all or a portion of such payment. The Registrar will notify the Commissioner if it becomes aware of a potential default in the payment of principal of and interest on the Bonds on any payment date or if, on the date two business days prior to the date on which a payment is due, there are insufficient funds on deposit with the Registrar to make the required payment on such date. The Registrar will cooperate with the District, the Commissioner and the Commissioner of Management and Budget in implementing the provisions of the State Payment Law. In the event that amounts sufficient to make any such interest or principal payment are held by an escrow or paying agent and invested as authorized by Minnesota Statutes, Chapter 475 and such escrow or paying agent is required to use proceeds from such investment to pay to the Registrar the amount necessary to pay such interest or principal on such payment date, then the requirements of the State Payment Law relating to the deposit of such amounts with the Registrar prior to the payment date of such interest or principal shall be deemed satisfied and neither the District nor the Registrar shall be required to notify the Commissioner that insufficient funds are available to pay such interest or principal on such payment date. The District shall do all other things which may be necessary to perform the Bonds hereby undertaken under the State Payment Law, including any requirements hereafter adopted by the Commissioner of Management and Budget or the Commissioner.

Upon vote being taken on the foregoing resolution, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

Tax Levies

Assessment Year	Collection Year	Amount
2022	2023	$ 326,706.61
2023	2024	$ 312,514.13
2024	2025	$ 350,784.00
2025	2026	$ 304,787.18
2026	2027	$ 320,737.73

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF MINNESOTA
SCOTT COUNTY

INDEPENDENT SCHOOL DISTRICT NO. 717 (JORDAN)

GENERAL OBLIGATION TAX ABATEMENT BOND, SERIES 2022A

R-1 $_____

Interest Rate	Maturity Date	Date of Original Issue
__%	February 1, 20__	August 25, 2022

REGISTERED OWNER:

PRINCIPAL AMOUNT: THOUSAND DOLLARS

INDEPENDENT SCHOOL DISTRICT NO. 717 (JORDAN), SCOTT COUNTY, STATE OF MINNESOTA (the District), acknowledges itself to be indebted and for value received hereby promises to pay to the registered owner specified above, or registered assigns, as described below, the principal sum specified above on the maturity date specified above, and to pay interest thereon from the date of original issue specified above, or from the most recent interest payment date to which interest has been paid or duly provided for, at the annual rate specified above, payable on February 1 and August 1 in each year, commencing August 1, 2023, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month, all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond prior to its stated maturity. The interest hereon and, upon presentation and surrender hereof at the principal office of the Registrar described below, the principal hereof, are payable in lawful money of the United States of America by check or draft drawn on U.S. Bank Trust Company, National Association, in St. Paul, Minnesota, as bond registrar, transfer agent and paying agent, or its successor designated under the bond resolution described herein (the Registrar). For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the District have been and are hereby irrevocably pledged.

This Bond is one of an issue in the aggregate principal amount of $1,399,000 (the Bonds), issued by the District to provide funds to finance parking lot improvements at District facilities, including the High School and the Community Education and Recreation Center and is issued pursuant to and in full conformity with a bond resolution adopted by the School Board on August 8, 2022 (the Bond Resolution), pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Sections 469.1812 to 469.1815, as amended, and Chapter 475. The Bonds are issuable only in fully registered form, in denominations of $100,000 each and $1,000 integral multiples thereof, of single maturities.

The Bonds are subject to redemption and prepayment at the option of the District, in whole or in part, in such order as the District shall determine and, within a maturity, by lot as selected by the Registrar in multiples of $1,000, on any date, at a price equal to the principal amount thereof plus interest accrued to the date of redemption. The District will cause notice of the call for redemption to be published as required by law and, at least thirty (30) days prior to the designated redemption date, will cause notice of the call thereof to be mailed by first class mail to the registered owner of any Bond to be redeemed at the owner's address as it appears on the bond register maintained by the Registrar, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

The Bonds shall be subject to mandatory redemption, at a redemption price equal to their principal amount plus interest accrued thereon to the redemption date, on February 1 in each of the years shown below, in an amount equal to the following principal amounts:

Sinking Fund Payment Date	Aggregate Principal Amount
2024	$254,000
2025	265,000
2026	309,000
2027	274,000
2028 (final maturity)	297,000

The Clerk shall cause notice of the call for redemption thereof to be published as required by law, and at least thirty days prior to the designated redemption date, shall cause notice of call for redemption to be mailed, by first class mail, to the registered holders of any Bonds to be redeemed at their addresses as they appear on the bond register described in Section 2.06 of the Bond Resolution, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the District shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

The Bonds have been designated by the District as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

As provided in the Bond Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the District will cause a new Bond or Bonds to be issued in the name of

the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen, to exist and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the District according to its terms have been done, have happened, do exist and have been performed in regular and due form, time and manner as so required; that, prior to the issuance hereof, the District has pledged and appropriated to the debt service fund established for the payment of the Bonds, tax abatement revenue to be derived by the District from certain specified properties in the District; that prior to the issuance hereof, a direct, annual, ad valorem tax has been duly levied upon all taxable property in the District for the years and in amounts not less than five percent in excess of sums, together with pledged tax abatement revenue, sufficient to pay the interest hereon and the principal hereof as the same respectively become due; that additional taxes, if needed to meet the principal and interest requirements of the Bonds, shall be levied upon all such property without limitation as to rate or amount; and that the issuance of the Bonds does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Independent School District No. 717 (Jordan), Scott County, State of Minnesota, by its School Board, has caused this Bond to be executed on its behalf by the facsimile signatures of the Chairperson and Clerk.

INDEPENDENT SCHOOL DISTRICT NO. 717
(JORDAN), MINNESOTA

(Facsimile Signature - Chairperson) (Facsimile Signature - Clerk)

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Bond Resolution mentioned within.

Date of Authentication: _____

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Registrar

By _____
Authorized Representative

_____

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to the applicable laws or regulations:

TEN COM --as tenants in common UTMA …… as Custodian for ……..…..
(Cust) (Minor)

TEN ENT --as tenants by the entireties under Uniform Transfers to Minors Act .....……..
(State)

JT TEN --as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used.

_____

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____ _____

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed: _____
Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Please insert social security or other identifying number of assignee:_____

CERTIFICATE OF SCOTT COUNTY AUDITOR
AS TO REGISTRATION OF BONDS AND TAX LEVY

The undersigned, being the duly qualified and acting County Auditor of Scott County, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on August 8, 2022, by the School Board of Independent School District No. 717 (Jordan),, Minnesota, setting forth the form and details of an issue of $1,399,000 General Obligation Tax Abatement Bonds, Series 2022A, dated as of August 25, 2022, and levying taxes for their payment.

I further certify that the issue has been entered on my bond register and the tax required by law for their payment has been levied and filed as required by Minnesota Statutes, Sections 475.61 to 475.63.

WITNESS my hand and official seal this _____ day of _____, 2022.

_____
Scott County Auditor

(SEAL)

SCHOOL RESOURCE OFFICER AGREEMENT BY AND BETWEEN THE CITY OF JORDAN AND JORDAN INDEPENDENT SCHOOL DISTRICT No. 717

This agreement made and entered into this 8th day of August 2022, by and between the CITY OF JORDAN ("City") and JORDAN INDEPENDENT SCHOOL DISTRICT No. 717 ("School District").

GENERAL GOALS AND OBJECTIVES

1. Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development.

2. Maintain a safe and secure environment on campus, which is conducive to learning.

3. Promote positive attitudes regarding the role police have within our society and to inform students of their rights and responsibilities as lawful citizens.

4. Obtain and provide the services of a school liaison officer in a manner that authorizes the School District to levy for an appropriate portion of the costs the City of Jordan incurs in paying wages, providing benefits, and providing transportation for peace officers who are assigned to perform school resource officer duties in the School District in accordance with the authority set forth in Minnesota Statutes, section 126C.44.

A. EMPLOYMENT AND ASSIGNMENT OF SCHOOL RESOURCE OFFICER

1. The City agrees to employ and assign, in accordance with applicable state statutes, and to provide to the School District one (1) licensed peace officer to serve as School Resource Officer (SRO). The SRO shall serve during the 2022-2023, 2023-2024, 2024-2025, and 2025-2026 school years (a 4-year period). Service locations include the Jordan High School, the Jordan Middle School, and the Jordan Elementary School.

2. The SRO shall be an employee of the City. The SRO shall not be considered an employee of the School District for any purpose including, but not limited to, salaries, wages, other compensation or benefits, worker's compensation, unemployment, PERA, Social Security, withholding, liability insurance, personnel records, termination of employment, individual contracts, or other contractual rights. The School District and the City acknowledge that the SRO will remain responsive to the command of the Jordan Police Department.

3. The City shall select and assign the School Resource Officer after discussion and input from the Superintendent and/or School Board Chair. Standards of performance, personnel policies, discipline of the SRO, and other internal matters shall be under the authority of the City. The School District may provide the City with an appraisal of the services received. Should the SRO resign, be reassigned, or be discharged, the City shall select a replacement in consultation with the Superintendent and/or School Board Chair.

4. The Chief of Police and Superintendent shall meet and evaluate the performance of the SRO on an annual or as necessary basis to ensure quality services are being provided.

5. From time to time, the SRO may be absent due to vacation, illness, personal leave days, holidays, or other authorized leaves under the City contract with the employee. The Police Department shall make best efforts to schedule the SRO's training, special duties, vacation, and other scheduled leave when school is not in session. In the event the SRO is absent from work, the SRO is to notify both the police supervisor and the Superintendent. In the event that the SRO is absent for any reason for three consecutive school days, on the third day and for any subsequent days, the City shall make best efforts to assign another officer to substitute for the regularly assigned SRO

B. HOURS AND SPECIAL EVENTS

1. The SRO shall be on duty in the assigned schools prior to school's start and at school's dismissal, except in cases when the SRO is flexing the designated schedule to attend a school event in the City of Jordan outside of regular school hours. During regular hours, the SRO may be off campus performing such tasks as may be required by the SRO's regular assignment (i.e., Court, Training, Arrest).

2. If authorized by the SRO's supervisor, the SRO shall be present at school events in the City when requested by the Principals or Superintendent. The School District acknowledges the SRO may require a flexible schedule to accommodate attendance at these events and, if preferred, the School District may elect to cover the cost of any SRO overtime salary incurred in such situations.

3. All SROs shall wear the Jordan Police Department duty uniform and carry the assigned duty weapon while at school, when teaching, when engaged in public speaking duties, and when attending school events. A soft uniform may be implemented if jointly approved by the Chief of Police and Superintendent, however any soft uniform must ensure the SRO is readily identifiable as a Police Officer and must include full duty belt gear.

C. DUTIES OF THE SCHOOL RESOURCE OFFICER

1. The SRO shall assist the Principals and Superintendent in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on campus and also address other issues deemed important by the Principals and Superintendent.

2. The SRO shall present programs on various topics to students approved by or requested by the Principals and/or Superintendent. Subjects may include a basic understanding of law, the role of law enforcement and law enforcement mission within our society, drug awareness, anger management, and other topics deemed appropriate.

3. The SRO shall be present and active in the physical environment of all buildings and grounds within the school campus regardless of the building where the SRO's main office is located.

4. The SRO shall interact with students on an individual basis and in small group settings.

5. The SRO shall be available for conferences involving teachers, parents, and faculty when requested.

6. The SRO shall be familiar with agencies and resources that offer assistance to youth and their families and make referrals to agencies when appropriate.

7. The SRO shall be familiar with the School District's Student Discipline Policy, Anti-Bullying Policy, Harassment and Violence Policy, and Privacy of Pupil Records Policy.

8. The SRO shall take law enforcement action when and as necessary in the SRO's professional judgment. The SRO shall use professional judgment to distinguish between serious incidents that require law enforcement action and other incidents that may be appropriately handled through the School District's student discipline policy by teachers, principals, and other educational professionals. The SRO shall take into account a student's age, history, disability or special education status, and other factors that may have influenced the behavior of the student, the seriousness of the conduct, the degree of harm caused, and the student's contrition and/or willingness to repair the harm.

9. The SRO shall contact the Principals of the school or their designee about the SRO's actions to make them aware of any arrest or criminal investigation occurring upon school grounds

10. Unless otherwise permitted by law, the SRO shall not conduct any criminal investigation related interview while on school grounds with any student without first obtaining permission from the Building Principal and from the student's parent or guardian or the student, if the student is eighteen (18) years of age or older, and also without first giving the parent or guardian an opportunity to be present during the interview of a student under eighteen (18) years of age, if they so choose, or if the student eighteen (18) years of age or older consents to the presence of the parent or guardian during the interview

11. The SRO shall notify the Principal or designee before removing any student from school.

12. The SRO may take law enforcement action against intruders and unwanted guests who appear on school property.

13. The SRO may conduct investigations of crimes, which occur on school grounds, and use other resources, if needed, for follow-up investigations. Such investigations shall not authorize the SRO to access private educational data for law enforcement purposes.

14. The SRO shall not be used as a school disciplinarian. If a Principal believes an incident is a violation of the law, the Principal may contact the SRO to inquire if law enforcement action is necessary or warranted.

15. The SRO shall follow the U.S. Constitution, State of Minnesota Constitution, Federal Civil Rights laws, Minnesota State Statutes, applicable court decisions, School Board Policy, and the Jordan Police Department's Policies and directives in carrying out all SRO duties.

16. The SRO shall perform other tasks as assigned by the Jordan Police Department.

D. PRIVACY OF PUPIL RECORDS

Pursuant to the School District's Protection and Privacy of Pupil Records Policy (Policy) and consistent with the requirements of the Family Educational Rights and Privacy Act (FERPA) and the Minnesota Government Data Practices Act (Data Practices Act), the SRO, for purposes of the Policy, FERPA and the Data Practices Act only, shall be deemed to be a school official when performing the duties and responsibilities of the SRO. As such, the City certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the SRO must comply with FERPA and the Data Practices Act.

E. RIGHTS AND DUTIES OF SCHOOL DISTRICT

The School District shall provide to the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

1. Access to a temperature controlled and properly lighted private office containing a telephone line to be used for general business purposes.

2. A desk with drawers, a chair and a filing cabinet, which can be locked and secured.

3. Access to a computer terminal or computer hook-up.

The City will supply the SRO with the usual and customary office supplies and forms, including a computer, clothing, uniforms, vehicles, and necessary equipment required to perform law enforcement duties.

F. PROGRAM FUNDING

1. The School District agrees to fund 65% of the SRO's annual salary and benefits during the duration of this Agreement. During the 2022-2023, 2023-2024, 2024-2025, and 2025-2026 school years, the School District agrees to make nine equal monthly installments with each installment due on the first of each month from September 1 through May 1.

2. The Jordan Police Department's Labor Union Agreement stipulates a 9-step salary scale for Police Officers/SROs with 3% increases between each salary step. The maximum annual salary and benefits for the SRO in 2022 (the top salary step) is $116,326.57. The School District is responsible for $75,612.27 (65%) of the total cost. The City will bill the School District the monthly salary and benefits amount at the actual salary step where the selected SRO falls within on the aforementioned salary scale.

3. The Jordan Police Department's Labor Union Agreement expires year end 2022 and a new Labor Agreement was not ratified as of the date of execution of this Agreement. The School District recognizes and acknowledges that it is likely that the SRO's salary and benefits will increase as of January 2023 and throughout the duration of this Agreement based upon a future negotiated and ratified Jordan Police Department Union

Labor Agreements and agrees to be bound by such salary increases as set forth in said Labor Agreements.

G. INDEMNIFICATION

Each party is solely responsible for the act(s) and omission(s) of its own officers, employees, officials, agents, and representatives. To the extent permitted by law, each party agrees to indemnify the other party from any and all damages, liability, judgments, claims, expenses, attorney fees, and costs resulting from any act or omission of any of its officers, employees, officials, agents, or representatives. Each party's liability, if any, is limited under Minnesota Statutes Chapter 466, and nothing this Agreement may be deemed to constitute a waiver of those limits or any governmental immunity defenses, statutory or otherwise.

H. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement may be construed to create a partnership or joint venture between the School District and the City. Neither party has any authority or power to take any unilateral action that could legally bind the other party. For purposes of the Data Practices Act, each party is considered to be an independent contractor relative to the other party. The parties understand and agree that this Agreement does not create any rights or obligations beyond those expressly contained herein, including, but not limited to, any rights or obligations to any third party.

I. NOTICE

Any notice, demand, request, or other communication that may or shall be given or served by the parties, shall be deemed to have been given or served on the date the same is deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows: **If** to the City - Attn: Police Chief, Jordan Police Department, 705 Syndicate St., Jordan, Minnesota 55352; and,**If** to the School District - Attn: Superintendent, 500 Sunset Dr. Suite #1, Jordan, Minnesota 55352. Either party may designate a different addressee or address at any time by giving written notice to the other party. Notice that is delivered by mail is effective upon mailing.

J. DISMISSAL OF SRO

1. In the event the Superintendent and/or School Board Chair feels the SRO is not effectively performing the duties and responsibilities of the position, the Superintendent and/or School Board Chair shall contact the Chief of Police. Within a reasonable amount of time, after receiving the information from the Superintendent and/or School Board Chair, the Chief of Police along with the Superintendent and/or School Board Chair shall meet with the SRO to mediate or resolve any problems which may exist.

2. The Chief of Police may dismiss or reassign a SRO based upon a finding of continued ineffective performance of duties and responsibilities.

    a. If the SRO is dismissed or reassigned, the Chief of Police will assign another Officer as the SRO after consulting in corroboration with the Superintendent and/or School Board Chair.

3. Either party may immediately terminate this Agreement with cause upon receipt of written notice served on the other party. If either party wishes to terminate this agreement without cause prior to its expiration, a sixty (60) day written notice shall be provided to the other party. In the event of termination, any payments due shall be prorated.

   a. "With cause" is hereby defined as any illegal act or violation of Jordan Police Department Conduct Policy 320, School District Policy or continued and multiple poor performance evaluations as determined by the Chief of Police and Superintendent.

K. WAIVER AND ENFORCEMENT

The failure to insist on compliance with any term, covenant, or condition contained in this Agreement must not be deemed to be a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed to be a waiver or relinquishment of any right or power at any other time. Each party is responsible for its own costs, expenses, and any attorneys' fees associated with this Agreement and any related matters, including enforcement of this Agreement.

L. EQUAL DRAFTING

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

M. CHOICE OF LAW, FORUM AND SEVERABILITY

This Agreement is governed by the laws of the State of Minnesota, without regard to its conflict of laws provisions. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.

N. ENTIRE AGREEMENT; AMENDMENTS

This contract constitutes the entire agreement between the parties and no other agreement prior to this agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. Any purported amendment shall not be effective unless it shall be set forth in writing and executed by both parties. This Agreement also supersedes and terminates any prior or existing agreements or contracts regarding the same or any similar subject matter. Neither party has relied upon any statements, promises, agreements, or representations that are not stated in this Agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

Signed, sealed and delivered in the presence of:

CITY OF JORDANC CITY OF JORDAN	INDEPENDENT SCHOOL DISTRICT NO. 717, JORDAN
_____	_____
Mayor	School Board Chair
_____	_____
City Administrator	School Board Clerk

Executive Summary: Substitute Pay Rates with Teachers On Call

Amy Hafemann, Finance Director

As known, the district contracts with Teachers On Call for our Sub-Calling. Using Teachers On Call takes the sub-finding burden off of the schools. As also known, there is very much a sub shortage. In lieu of this, we would like to make the recommendation to increase our sub pay rates to the following:

- Sub-teacher pay - $145.00/day (now at $129.00/day). If a sub-teacher subs in our district for 5 consecutive days, he/she will receive 1 day of Bonus Pay.

- Sub-para pay - $15.00/hour (now at $12.50/hour)

These new rates will be comparable to other districts as well.

The Teachers On Call contract also has an administrative markup of 36.85% (previously at 35%). For example with the new rate, a sub-teacher will cost the district:

Sub teacher rate is $145.00/day. The district would be invoiced from Teachers On Call an estimated $198.44, (previously $174.15)

The district's contract with Teachers On Call (formerly Kelly Services) contract expires on June 30, 2023.

It is my recommendation that you approve these new sub teacher and para rates with Teachers On Call.

Executive Summary: Construction Management Contract - Abatement Bonds Project

Amy Hafemann, Finance Director

Attached is the district's contract with Kraus Anderson. Our district has worked with Kraus Anderson under contract since December 2019 when they began working with us to plan for K-12 Facilities Assessment. They additionally provided support for our LTFM 10 year plan and planning for Abatement Bond Project.

This contract is for Kraus Anderson to be the Construction Managers of the Abatement Bonds Project (HS Parking Lots and Sidewalks and expansion of the CERC Parking Lot) and informing potential future facilities work.

The agreement is comprehensive and states the responsibilities of Kraus Anderson as the Construction Managers as well as the district's responsibilities. This is a very standard contract that most Construction Management companies use, with comparable fee structures.

Kraus Anderson has already done a great deal of work on this project and will continue to do so all of the way through.

It is my recommendation that this contract be approved.

AIA® Document C132™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 29th day of July in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Independent School District #717
Jordan Public Schools
500 Sunset Drive, Suite#1
Jordan, MN 55352

and the Construction Manager:
(Name, legal status, address, and other information)

Kraus-Anderson Construction Company
501 S. 8th Street
Minneapolis, MN 55404

for the following Project:
(Name, location, and detailed description)

General District-wide maintenance & parking lot work
&
2023 Bond Referendum Construction Projects

The Architect:
(Name, legal status, address, and other information)

To Be Determined

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. The Owner and the Construction Manager agree that this Agreement shall govern multiple independent Projects per the terms and conditions of this Agreement. In lieu of executing separate contracts for each such Project, the Owner and the Construction Manager have agreed to execute one contract that can be individually applicable to each such Project. Therefore, the Owner and the Construction Manager agree that this Agreement will be used for multiple independent and discrete Projects, each of which is referred to as a "Project" for purposes of this Agreement. The individual Projects shall be described in individual Amendments to this Agreement which shall be governed by this Agreement. Each individual Project Amendment shall provide a description of the Project, compensation terms, and other project-specific items or modifications to this Agreement required for the individual Project. If an Amendment for a particular Project modifies or excludes any terms of this Agreement, such modification shall apply only to the Project for which such Amendment is applicable and shall not modify this Agreement with respect to any other Project governed by this Agreement.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

To Be Determined

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To Be Determined

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§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

To Be Determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

N/A

.2 Construction commencement date:

Parking Lot work – Summer 2023

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Multiple Prime Contracts

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

N/A

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall endeavor to define the terms, conditions and services related to the Owner's Sustainable Objective and may complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

Ranae Case Evenson
Independent School District #717

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Jordan Public Schools
500 Sunset Drive, Suite#1
Jordan, MN 55352

Amy Hafeman, Director of Finance
Independent School District #717
Jordan Public Schools
500 Sunset Drive, Suite#1
Jordan, MN 55352

§ 1.1.10 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address, and other contact information.)

To Be Determined

§ 1.1.11 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

.1 Land Surveyor:

To Be Determined

.2 Geotechnical Engineer:

To Be Determined

.3 Civil Engineer:

Larsen Engineering, Inc.
3524 Labore Rd
St Paul, MN 55110

.4 Contractors, as defined in Section 1.4:

To Be Determined

.5 Separate Contractors, as defined in Section 1.4:

To Be Determined

.6 Other, if any:
(List any other consultants retained by the Owner.)

N/A

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

John Huenink
Kraus-Anderson Construction Company
501 South 8th Street
Minneapolis, MN 55404
john.huenink@krausanderson.com
shane.butler@krausanderson.com

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

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To Be Determined

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

N/A

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

N/A

§ 1.1.16 Other Initial Information on which this Agreement is based:

N/A

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall, by appropriate written agreement, appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The Construction Manager shall assist the Owner and Architect in establishing protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

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§ 2.5 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.6 The Construction Manager, as soon as practicable after execution of the Agreement, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

§ 2.7 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand Dollars ($ 500,000) each accident, Five Hundred Thousand Dollars ($ 500,000) each employee, and Five Hundred Thousand Dollars ($ 500,000) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars ($ 5,000,000) per claim and Five Million Dollars ($ 5,000,000) in the aggregate.

§ 2.8.6 Reserved.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the Project, which may be documented using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 2.10 If a centralized electronic document management system will be used on the Project, the Construction Manager shall be responsible for managing and maintaining the centralized electronic document management system.
(Paragraphs deleted)

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§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and assist the Owner and Architect with resolution, as necessary, of any such impacts.

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§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

§ 3.2.18 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

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§ 3.2.20 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors. The Owner will review and approve contracts consistent with the Owner's approval process.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities per the agreed-upon terms, conditions and services related to the Owner's Sustainable Objective.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Architect, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

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§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

.1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.

.2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to

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payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible to the Owner for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications. The Construction Manager shall assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal

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schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and assist the Owner and the Architect with resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

.1 Work completed for the period;
.2 Project schedule status;
.3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
.4 Request for information, Change Order, and Construction Change Directive status reports;
.5 Tests and inspection reports;
.6 Status report of nonconforming and rejected Work;
.7 Daily logs;
.8 Summary of all Contractors' Applications for Payment;
.9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
.10 Cash-flow and forecast reports;
.11 Photographs to document the progress of the Project;
.12 Status reports on permits and approvals of authorities having jurisdiction; and
.13 Any other items the Owner may require:

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

.1 Contractors' work force reports;
.2 Equipment utilization report;
.3 Cost summary, comparing actual costs to updated cost estimates; and
.4 Any other items as the Owner may require:

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

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§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Architect in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Construction Manager. Consent shall not be unreasonably withheld.

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner and Architect to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility *(Construction Manager, Owner or not provided)*
§ 4.1.1.1 Measured drawings	Owner
§ 4.1.1.2 Tenant-related services	Owner, if required
§ 4.1.1.3 Commissioning	Owner, if required

(Row deleted)

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§ 4.1.1.4	Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.5	Furniture, furnishings and equipment delivery, and installation coordination	Construction Manager, if required
§ 4.1.1.6	Furniture, furnishings and equipment procurement assistance	N/A
§ 4.1.1.7	Assistance with site selection	N/A
§ 4.1.1.8	Assistance with selection of the Architect	Owner
§ 4.1.1.9	Furnish land survey	Owner, if required
§ 4.1.1.10	Furnish geotechnical engineering services	Owner, if required

(Rows deleted)

§ 4.1.1.11	Owner moving coordination	Owner, if required
§ 4.1.1.12	Coordination of Owner's Separate Contractors	Construction Manager, if required
§ 4.1.1.13	Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services per the agreed-upon terms, conditions and services related to the Owner's Sustainable Objective. The Owner shall compensate the Construction Manager as provided in Section 11.2.

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except to the extent services are required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;

.2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;

.3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;

.4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;

.5 Preparation for, and attendance at, a public presentation, meeting or hearing;

.6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;

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.7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or

.8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

.1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.

.2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within sixty (60) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless otherwise required by this Agreement to be provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and

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information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless otherwise required by this Agreement to be provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

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§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

§ 5.19 The services, information and reports provided by the Owner pursuant to this Article 5 shall be provided at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** terminate in accordance with Section 9.5;
- **.3** in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.4** implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work , the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

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[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall

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pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:
(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

Payment for services performed and costs incurred by reason of such termination, along with reasonable profit on services not completed during the Construction Phase.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior

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to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Architect and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

To Be Determined

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

The Construction Manager shall be paid (i) a fee of 2% of the Cost of the Work defined in Article 6, (ii) the Construction Manager's costs for administrating and managing the Project at the hourly rates set forth in Section 11.5.1, (iii) the costs of Construction Manager's field labor for general conditions work at the hourly rates set forth in section 11.5.2, and (iv) any Reimbursable Expenses.

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§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

At the hourly rates set forth in Sections 11.5.1 and 11.5.2, plus Reimbursable Expenses.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

At the hourly rates set forth in Sections 11.5.1 and 11.5.2, plus Reimbursable Expenses.

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus Two percent (2 %), or as follows:
(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

§ 11.5.1 Hourly Rates for administrative and management personnel:

Personnel Category	**Rate Per Hour**
Project Director	$184/ hour
Senior Project Manager	$158/ hour
Project Manager	$139/ hour
Project Engineer	$102/ hour
Estimator	$134/ hour
General Superintendent	$146/ hour
Project Superintendent	$137/ hour
Assistant Superintendent	$121/ hour
Project Coordinator	$66/ hour
Accounting	$66/ hour
Safety Director	$144/ hour
Quality Manager	$138/ hour

(Table deleted)

The rates set forth above shall be in effect through December 31, 2022. Thereafter the rates shall be increased by Three percent (3%) per year as of January 1 of each subsequent year.

The rates for any miscellaneous tool or equipment rentals shall be at the rates set forth in Exhibit A.

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;

.3 Permitting and other fees required by authorities having jurisdiction over the Project;

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.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Professional photography, and presentation materials requested by the Owner;
.8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 General conditions expenditures
.12 General liability, professional liability, and umbrella liability insurance at a rate of 0.85% of the cost of the Construction Manager's Preconstruction and Construction Phase services; and
.13 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus Two percent (2%) of the expenses incurred.

(Paragraphs deleted)

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of zero ($0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

The rate of interest required by applicable law, or if no such rate is required by applicable law, invoices due and unpaid under this Agreement shall bear interest from the date payment is due at an annual rate of interest of two percent (2%) over the reference rate of interest from time to time announced by U.S. Bank Minneapolis, NA as its reference rate, with each change in interest rate hereunder to become effective on the date the corresponding change in such reference rate as announced by U.S. Bank Minneapolis, NA becomes effective.

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

N/A

§ 12.1 DOCUSIGN ELECTRONIC SIGNING SYSTEM. The Construction Manager has an agreement with DocuSign, Inc. ("DocuSign") with respect to the DocuSign electronic signing system (the "DocuSign System"). The DocuSign System may be used to facilitate the administration and execution of the Owner's Construction Contracts with the Multiple Prime Contractors, as well as various other Contract Documents requiring signatures. Should the Owner elect to have the Construction Manager use the DocuSign System with respect to any portion of the Project, the Owner acknowledges and agrees that (i) the Owner conducted its own independent investigation and evaluation as to all legal

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and other considerations related to its decision to use the DocuSign System on the Project, (ii) the Owner did not rely on any advice, recommendations or representations of the Construction Manager in making the Owner's independent determination to use the DocuSign System on the Project, (iii) the Construction Manager and DocuSign are not affiliated with each other and the Construction Manager does not warrant or guarantee any portion of the DocuSign System, (iv) the Construction Manager does not warrant or guarantee that the DocuSign system complies with or satisfies any legal requirements applicable to its use on the Project, and (v) to the fullest extent permitted by law, the Owner waives, and shall hold harmless and indemnify the Construction Manager from and against, all claims, causes of action, costs, expenses and damages (including reasonable attorney's fees) arising out of or resulting from the use of the DocuSign System on the Project.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit A – Tool and Equipment Rental Rates

This Agreement is entered into as of the day and year first written above.

Independent School District #717 Jordan Public Schools	Kraus-Anderson® Construction Company
OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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AIA® Document C132™ – 2019

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PAGE 1

AGREEMENT made as of the 29th day of July in the year 2022

...

Independent School District #717
Jordan Public Schools
500 Sunset Drive, Suite#1
Jordan, MN 55352

...

Kraus-Anderson Construction Company
501 S. 8th Street
Minneapolis, MN 55404

...

General District-wide maintenance & parking lot work
&
2023 Bond Referendum Construction Projects

...

To Be Determined

PAGE 2

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. The Owner and the Construction Manager agree that this Agreement shall govern multiple independent Projects per the terms and conditions of this Agreement. In lieu of executing separate contracts for each such Project, the Owner and the Construction Manager have agreed to execute one contract that can be individually applicable to each such Project. Therefore, the Owner and the Construction Manager agree that this Agreement will be used for multiple independent and discrete Projects, each of which is referred to as a "Project" for purposes of this Agreement. The individual Projects shall be described in individual Amendments to this Agreement which shall be governed by this Agreement. Each individual Project Amendment shall provide a description of the Project, compensation terms, and other project-specific items or modifications to this Agreement required for the individual Project. If an Amendment for a particular Project modifies or excludes any terms of this Agreement, such modification shall apply only to the Project for which such Amendment is applicable and shall not modify this Agreement with respect to any other Project governed by this Agreement.

...

To Be Determined

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...

To Be Determined
PAGE 3

To Be Determined

...

N/A

...

Parking Lot work – Summer 2023

...

To Be Determined

...

N/A

...

Multiple Prime Contracts

...

N/A

...

N/A

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall endeavor to define the terms, conditions and services related to the Owner's Sustainable Objective and may complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this ~~Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective.~~ Agreement. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

...

N/A

...

Ranae Case Evenson
Independent School District #717
Jordan Public Schools
500 Sunset Drive, Suite#1
Jordan, MN 55352

Amy Hafeman, Director of Finance

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Independent School District #717
Jordan Public Schools
500 Sunset Drive, Suite#1
Jordan, MN 55352
PAGE 4

To Be Determined

...

To Be Determined

...

To Be Determined

...

Larsen Engineering, Inc.
3524 Labore Rd
St Paul, MN 55110

...

To Be Determined

...

To Be Determined

...

N/A

...

John Huenink
Kraus-Anderson Construction Company
501 South 8th Street
Minneapolis, MN 55404
john.huenink@krausanderson.com
shane.butler@krausanderson.com
PAGE 5

To Be Determined

...

N/A

...

N/A

...

N/A

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§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager ~~shall~~ shall, by appropriate written agreement, appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The ~~parties shall agree upon~~ Construction Manager shall assist the Owner and Architect in establishing protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties ~~will~~ may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the ~~model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form,~~ model, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

PAGE 6

§ 2.8.1 Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000) for each occurrence and Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand Dollars ($ 500,000) each accident, Five Hundred Thousand Dollars ($ 500,000) each employee, and Five Hundred Thousand Dollars ($ 500,000) policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars ($ 5,000,000) per claim and Five Million Dollars ($ 5,000,000) in the aggregate.

§ 2.8.6 Additional Insured Obligations. ~~To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~ **Reserved.**

...

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the ~~Project~~ Project, which may be documented using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 2.10 ~~A~~ If a centralized electronic document management system will be used on the Project, ~~and~~ the Construction Manager shall be ~~designated the Responsible Project Participant in section 3.5 of E203-2013,~~ responsible for managing and maintaining the centralized electronic document management system. ~~The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following:~~
~~(*List any items to be included that are not listed in Article 3 of E203-2013.*)~~

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§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and ~~coordinate~~ assist the Owner and Architect with resolution, as necessary, of any such impacts.

PAGE 9

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors. The Owner will review and approve contracts consistent with the Owner's approval process.

...

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities ~~as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.~~per the agreed-upon terms, conditions and services related to the Owner's Sustainable Objective.

PAGE 11

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible to the Owner for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations, and requests for information of the meaning and intent of the Drawings and ~~Specifications, and provide its written recommendation.~~ Specifications. The Construction Manager shall assist in the resolution of questions that may arise.

PAGE 12

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and ~~coordinate~~ assist the Owner and the Architect with resolution, as necessary, of any such impacts.

PAGE 13

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the ~~Owner, Construction Manager, Architect, and Contractors.~~ Owner and Construction Manager. Consent shall not be unreasonably withheld.

...

§ 4.1.1.1 Measured drawings	Owner
§ 4.1.1.2 Tenant-related services	Owner, if required
§ 4.1.1.3 Commissioning	Owner, if required
~~**§ 4.1.1.4** Development of a commissioning plan~~	
~~**§ 4.1.1.5**~~ **§ 4.1.1.4** Sustainable Project Services pursuant to Section	N/A

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4.1.3	
~~§ 4.1.1.6~~ ~~§ 4.1.1.5~~ Furniture, furnishings and equipment delivery, and installation coordination	Construction Manager, if required
~~§ 4.1.1.7~~ ~~§ 4.1.1.6~~ Furniture, furnishings and equipment procurement assistance	N/A
~~§ 4.1.1.8~~ ~~§ 4.1.1.7~~ Assistance with site selection	N/A
~~§ 4.1.1.9~~ ~~§ 4.1.1.8~~ Assistance with selection of the Architect	Owner
~~§ 4.1.1.10~~ ~~§ 4.1.1.9~~ Furnish land survey	Owner, if required
~~§ 4.1.1.11~~ ~~§ 4.1.1.10~~ Furnish geotechnical engineering services	Owner, if required
~~§ 4.1.1.12 Provide insurance advice~~	
~~§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies~~	
~~§ 4.1.1.14 Stakeholder relationships management~~	
~~§ 4.1.1.15~~ ~~§ 4.1.1.11~~ Owner moving coordination	Owner, if required
~~§ 4.1.1.16~~ ~~§ 4.1.1.12~~ Coordination of Owner's Separate Contractors	Construction Manager, if required
~~§ 4.1.1.17~~ ~~§ 4.1.1.13~~ Other Supplemental Services	N/A

PAGE 14

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services ~~required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.~~ per the agreed-upon terms, conditions and services related to the Owner's Sustainable Objective. The Owner shall compensate the Construction Manager as provided in Section 11.2.

...

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except ~~for services~~ to the extent services are required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

PAGE 15

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~( )~~ sixty (60) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

...

§ 5.6 Unless otherwise required by this Agreement to be provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless otherwise required by this Agreement to be provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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§ 5.19 The services, information and reports provided by the Owner pursuant to this Article 5 shall be provided at the Owner's expense, and the Construction Manager shall be entitled to rely upon the accuracy and completeness thereof.

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PAGE 18

[**X**] Arbitration pursuant to Section 8.3 of this Agreement

PAGE 20

Payment for services performed and costs incurred by reason of such termination, along with reasonable profit on services not completed during the Construction Phase.

PAGE 21

To Be Determined

...

The Construction Manager shall be paid (i) a fee of 2% of the Cost of the Work defined in Article 6, (ii) the Construction Manager's costs for administrating and managing the Project at the hourly rates set forth in Section 11.5.1, (iii) the costs of Construction Manager's field labor for general conditions work at the hourly rates set forth in section 11.5.2, and (iv) any Reimbursable Expenses.

PAGE 22

At the hourly rates set forth in Sections 11.5.1 and 11.5.2, plus Reimbursable Expenses.

...

At the hourly rates set forth in Sections 11.5.1 and 11.5.2, plus Reimbursable Expenses.

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus ~~percent ( )~~ Two percent (2 %), or as follows:

...

§ 11.5.1 Hourly Rates for administrative and management personnel:

Personnel Category	Rate Per Hour
Project Director	$184/ hour
Senior Project Manager	$158/ hour
Project Manager	$139/ hour
Project Engineer	$102/ hour
Estimator	$134/ hour
General Superintendent	$146/ hour
Project Superintendent	$137/ hour
Assistant Superintendent	$121/ hour
Project Coordinator	$66/ hour
Accounting	$66/ hour
Safety Director	$144/ hour
Quality Manager	$138/ hour

~~**Employee or Category**~~ ~~**Rate ($0.00)**~~

The rates set forth above shall be in effect through December 31, 2022. Thereafter the rates shall be increased by Three percent (3%) per year as of January 1 of each subsequent year.

The rates for any miscellaneous tool or equipment rentals shall be at the rates set forth in Exhibit A.

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.10 Site office expenses;
.11 General conditions expenditures
.12 General liability, professional liability, and umbrella liability insurance at a rate of 0.85% of the cost of the Construction Manager's Preconstruction and Construction Phase services; and
~~**.11**~~ **.13** Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus ~~percent (%)~~ Two percent (2%) of the expenses incurred.

~~**§ 11.7 Construction Manager's Insurance.** If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.~~
~~*(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)*~~

...

§ 11.8.1.1 An initial payment of ~~($)~~ zero ($0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

~~%~~ The rate of interest required by applicable law, or if no such rate is required by applicable law, invoices due and unpaid under this Agreement shall bear interest from the date payment is due at an annual rate of interest of two percent (2%) over the reference rate of interest from time to time announced by U.S. Bank Minneapolis, NA as its reference rate, with each change in interest rate hereunder to become effective on the date the corresponding change in such reference rate as announced by U.S. Bank Minneapolis, NA becomes effective.

...

N/A

§ 12.1 DOCUSIGN ELECTRONIC SIGNING SYSTEM. The Construction Manager has an agreement with DocuSign, Inc. ("DocuSign") with respect to the DocuSign electronic signing system (the "DocuSign System"). The DocuSign System may be used to facilitate the administration and execution of the Owner's Construction Contracts with the Multiple Prime Contractors, as well as various other Contract Documents requiring signatures. Should the Owner elect to have the Construction Manager use the DocuSign System with respect to any portion of the Project, the Owner acknowledges and agrees that (i) the Owner conducted its own independent investigation and evaluation as to all legal and other considerations related to its decision to use the DocuSign System on the Project, (ii) the Owner did not rely on any advice, recommendations or representations of the Construction Manager in making the Owner's independent determination to use the DocuSign System on the Project, (iii) the Construction Manager and DocuSign are not affiliated with each other and the Construction Manager does not warrant or guarantee any portion of the DocuSign System, (iv) the Construction Manager does not warrant or guarantee that the DocuSign system complies with or

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satisfies any legal requirements applicable to its use on the Project, and (v) to the fullest extent permitted by law, the Owner waives, and shall hold harmless and indemnify the Construction Manager from and against, all claims, causes of action, costs, expenses and damages (including reasonable attorney's fees) arising out of or resulting from the use of the DocuSign System on the Project.

PAGE 24

N/A

...

N/A

...

N/A

...

Exhibit A – Tool and Equipment Rental Rates

This Agreement is entered into as of the day and year first written above.

Independent School District #717
Jordan Public Schools

Kraus-Anderson® Construction Company

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(Signed)

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(Title)

_____

(Dated)

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Jordan Activities Handbook 2022-23

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Mission Statement

Jordan High School, in partnership with its students, parents, and the community, will strive to prepare today's students for tomorrow's challenges. Our goal, through activities, is to develop stronger academic skills and encourage students to be lifelong learners who are tolerant, respectful, and responsible. The activities program at JHS will enhance the educational experience of our students and contribute to the development of better citizens for a democratic society.

Website

Information on Jordan Activities can be found at www.JordanActivities.org
Each program has their own page with specific information for that activity.
Most general information can be found under the "more" tab.

Registration

Students must be fully registered to participate in any athletic or activity offered by the Jordan Activities Department. Registration is fully electronic and can be found at: **https://1241a.cf.wordwareinc.com**

- If you are on educational benefits (free or reduced lunch) or are setting up a payment plan, register under "special considerations." Please confirm with Khalvorson@isd717.org once you register under special consideration.
- A sports physical must be on file with the school in order to register or you will not be able to finish your registration.
- Sports physicals are good for 3 years from the date of the exam.
- If your physical exam expires during a season, it will not let you complete registration.

Academic Eligibility

All student athletes and fine arts participants are required to be making adequate progress towards earning credits towards graduation.

Academic Support

If a student is on the "F list" meaning, they have an F on their current grades in infinite campus, they will be placed on Academic Support.

1. Grades will be checked every Monday, any student in activities with an F, will meet with either the AD or Activities Assistant to go over expectations while on support.
2. During this time, the student is eligible to compete in competition.
3. Students will have until Friday after school to collect signatures from teachers in classes with an F, stating that they are making academic progress in all of their classes. Signatures are required by all teachers, even those classes the student is successful in.
4. "Academic progress" is intentionally vague since it means something different to everyone. A student with an F can make academic progress, while still having an F at the end of the week.
5. If a student does not turn in the sheet, or is unable to successfully gather the required signatures, they will be ineligible the following Monday through Friday. The student should participate in practices, and can attend games out of full uniform, but is ineligible for competition.
6. The process will continue the next Monday with a chance for the student to regain eligibility for the next week.

Attendance

This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.

- School-initiated absences will be accepted and participation permitted.
- A student may not participate in any activity or program if he or she has an unexcused absence from any class (including lunch or study hall) during the day.

- If a student is suspended from any class, they may not participate in any activity or program that day.
- Students who arrive after the second period on the day of an activity or practice will not be allowed to participate in that activity unless approval has been obtained from the principal or activities director.

ABSENCES DEFINED:

A student is considered absent whenever he/she is not present in class after the first ten minutes of class. All attendance information is kept by class. It is conceivable that a student could be in violation of the policy for all classes or for only one class.

Excused Absences

To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.

The following reasons shall be sufficient to constitute excused absences:

- Illness.
- Serious illness in the student's immediate family.
- A death or funeral in the student's immediate family or of a close friend or relative.
- Medical, dental, or orthodontic treatment, or a counseling appointment.
- Court appearances occasioned by family or personal action.
- Religious instruction not to exceed three hours in any week.
- Physical emergency conditions such as fire, flood, storm, etc.
- Official school field trip or other school-sponsored outing.
- Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.
- Family emergencies.
- Active duty in any military branch of the United States.
- A student's condition that requires ongoing treatment for a mental health diagnosis.

MSHSL Policies

Jordan High School is a member of the Minnesota State High School League, an association of Minnesota high schools formed to govern interscholastic contests in athletics and fine arts. All players and contestants are subject to the rules and regulations adopted by the Minnesota State High School League.

All MSHSL policies are to be followed by teams that have students in 10th-12th grade participating.

Chemical Violations

The Minnesota State High School League bylaws state that during the calendar year, a student shall not at any time, regardless of the quantity: (1) use or consume, have in possession a beverage containing alcohol; (2) use or consume, have in possession tobacco; (3) use or consume, have in possession, buy, sell, or give away any other controlled substance or drug paraphernalia; (4) use or consume, have in possession, buy, sell or give away products containing or products used to deliver nicotine, tobacco products and other chemicals. "Tobacco products" means: any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part or accessory of a tobacco product; or (5) use or consume, have in possession, buy, sell or give away any substance or product where the intent of such use of the substance or product is to induce intoxication, excitement, or stupefaction of the central nervous system, except under the direction and supervision of a medical doctor. Such substances or products shall include, but are not limited to, synthetic drugs, gasoline, glue, aerosol devices, bath salts, and any substances addressed by Minnesota or Federal Law. The bylaw applies to the 12-month calendar year.

Consequences following Chemical Violations

- 1st Violation = 2 weeks/2 contests (whichever is greater)
- 2nd Violation = 3 weeks/6 contests (whichever is greater)
- 3rd Violation = 4 weeks/12 contests (whichever is greater)

*Denial Disqualification - Additional 9 weeks of suspension

*Must be at all practices, scrimmages, games, meetings, etc. during the period of suspension. Must start & finish the season with the team where suspension was

served.

In Season vs. Out of Season + Sundays

- There is to be no instruction or coaching outside of the designated season. (except summer waiver)
- An eliminated team may hold organized team activities through the state tournament of your sport.
- It is okay for a coach to supervise an open gym out of season, but only as a supervisor, no instruction.
- Sundays in season are non contact days. It is okay to send out information on the upcoming week, but no team activities such as practice, film study, pizza party, etc.

Local Jordan Policy

1. Violations for participants in Jordan Middle School, or less than MSHSL activities are also bound to the MSHSL chemical violation policies.
2. Any student who violates the chemical or tobacco policy as set forth by the MSHSL and Jordan High School shall forfeit the right to be captain during that school year. They can regain captaincy the following year. After a second violation, they can never be a captain.
3. If a chemical violation occurs, the student is not eligible for the Outstanding Senior Athlete award.

Extracurricular Private Transport Waiver

- If a student wants to request to ride home with someone other than the team bus, they will need written permission from a custodial parent/guardian. This form can be found at JordanActivities.org under the "more" tab.
- We always want to travel as a team on the bus. If this is not possible, and you have a student requesting to drive themselves or ride with someone else. You must have this form signed and in your hands prior to the trip.
- If a student is going to ride home with a custodial parent or guardian, that adult needs to look you in the eye at the event and tell you they will be driving their own child home. No waiver necessary in this case.

Social Media

- Students in activities are still bound to district social media policies
- Cyber bullying on school grounds or off, will have consequences within activity participation.
- The penalty will fall under "code of conduct" based on the severity of the incident.

Spectator Expectations At Events

- It is recommended that elementary age students be accompanied by an adult at all activities and performances for their safety and the safety of others.
- We welcome enthusiastic fans that come to watch the game/performance and encourage our team/performers. *Good sportsmanship is our goal*.
- Please arrive at an appropriate time prior to the beginning of an auditorium event. If this is not possible, please enter quietly at an appropriate time, such as a scene change or after the first musical selection.
- Running, throwing objects, or horseplay, such as grabbing hats or playing catch in crowded areas is both annoying and dangerous. Spectators that endanger themselves or others by their behavior will be removed from the event.
- Alcohol, tobacco and tobacco products are not allowed on any of the school grounds. (This includes outdoor venues like football, baseball, softball, and track)
- We expect spectators to address volunteers, supervisors and each other respectfully. *Offensive language has no place at* Jordan *activities*.
- Signs should be designed to promote our Jordan teams and give positive enthusiastic support.
- Firecrackers, smoke bombs or weapons of any kind are strictly prohibited at any District 717 activity. Violators may be subject to state and/or federal law.
- Use of noisemakers, horns, whistles, or other artificial attention-getters is not permitted at any MSHSL sponsored event.
- We thank the fans for patronizing our concession stand. Remember that rude behavior such as cutting in line or speaking rudely to those working there is not acceptable.

MAX Performance - Strength & Conditioning

The Max Athletic Program puts our athletes in a position to be the strongest and fastest they can be. Please consider joining MAX in season or during the summer. The summer program is run through community ed.

Activity Fees

HS Athletics & Activities Fees

- Football (Varsity, B, C squad): $200
- All Other Athletics (Varsity, B Squad, 9th Grade): $175
- Musicals, Speech (7-12), Competitive One-Act Play: $160
- Non-competition One Act Play, Plays, Knowledge Bowl, Robotics: $125
- Cheerleading: $140
- Visual Arts: $75
- Play Crew: $25

MS Athletics & Activities Fees

- Grades 7 & 8 Athletics: $125
- Grades 7 & 8 Knowledge Bowl: $125
- Grades 6-8 Spring Play: $125

7-12th Max Athletic Program: $75

**JMS students asked to participate at a C, JV or Varsity level will still pay at JMS rates.

School Song

Jordan High School hats off to thee
To our colors true we shall ever be
Firm and strong, united are we
Rah, Rah, Rah, for JHS
Rah, Rah, Rah, Rah,
Rah for Maroon and Gold

Contact Information

Activities Director
Joe Perkl - jperkl@isd717.org - 952-492-4399

Activities Asst / Facilities Scheduler
Krista Halvorson - khalvorson@isd717.org - 952-492-4481

Athletic Trainer
Kristie Heger - kheger@isd717.org

717 JORDAN PUBLIC SCHOOLS
Jordan High School
600 Sunset Drive
Jordan, Minnesota 55352
952-492-4400 main | 952-492-4425 fax

JOE PERKL
Activities Director
jperkl@isd717.org

July 25th, 2022

Dear Jordan School Board,

Our Track & Field high jump pit reached the end of its life expectancy a few years ago, and is no longer a quality piece of equipment we would want our athletes jumping into.

The district has purchased a new pit. Additionally, the Track & Field team has used fundraised booster dollars to purchase a second new pit. Having two new pits will allow Jordan to host larger meets, have multiple options for windy days, and for indoor/outdoor use in the early season.

We will attempt to sell the current pit, however, we do not expect much interest for this well used pit. We simply do not have room for the old pit on campus anymore.

Sincerely,

Joe Perkl

District Office: 500 Sunset Drive, Suite #1, Jordan, Minnesota 55352
952-492-6200 main | 952-492-4445 fax | www.jordan.k12.mn.us

OUR MISSION
Inspire a caring community to ignite learning, innovation, and success for all!

717 JORDAN PUBLIC SCHOOLS
Jordan High School
600 Sunset Drive
Jordan, Minnesota 55352
952-492-4400 main | 952-492-4425 fax

JOE PERKL
Activities Director
jperkl@isd717.org

July 26th, 2022

Dear Jordan School Board,

Our practice wrestling mats reached the end of their life expectancy a few years ago, and is no longer a quality piece of equipment we would want our athletes wrestling on.

Jordan/Belle Plaine school districts have purchased new practice mats we expect to have delivered this fall. We will not have room for all these mats, and will attempt to sell the old mats.

Sincerely,

Joe Perkl

District Office: 500 Sunset Drive, Suite #1, Jordan, Minnesota 55352
952-492-6200 main | 952-492-4445 fax | www.jordan.k12.mn.us

OUR MISSION
Inspire a caring community to ignite learning, innovation, and success for all!

Executive Summary: Postponing Dance, Adding Cheer in the Winter Season
Submitted by: Joe Perkl

Each year we monitor interest, participation and coaching availability for activities as we make programming decisions.

- Due to low interest, and lack of coaching candidates, Jordan's MSHSL Winter Dance Team (Kick/Jazz) will be again postponed in 2022-23.
- Additionally, we had a record number of cheerleaders tryout this spring, and a coach who is motivated to grow our cheer/mascot program.

History & Data

- Jordan added dance as an MSHSL sport in 2012-13. Participation numbers:

12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22
10	25	9	6	6	15	11	4	2	0

- A dance team interest survey was sent to all 6th-11th grade students on 4/25/22:
    - This survey received 14 total responses.
    - 5 responded they would be interested if there is a team next season
    - Only 1 student interested has competitive dance experience
- This spring, we had 40 students tryout for the fall cheer team.
- The dance coaching position was posted 10/11/21 on multiple sites, prior to last season. There have been zero applicants since the posting.
- Only one family reached out to the Activities Department last year regarding the status of the 21-22 dance season.
- A fall dance club was created in 2019. The coach for this club resigned last week. We do not anticipate offering this club in 2022.

Additional Notes & Recommendation:

- If a Jordan student feels strongly about competitive dance, we would explore potential co-ops to allow participation.
- Keep the varsity dance coaching position posted on the website. Leave the door open to build this program back.
- The district has a budget set for the Dance Team. We would transfer that supplies budget, along with the schedule C coaching stipend to winter cheer. The Transportation budget would not be needed in the same capacity as cheer would not travel unless it's for away playoff basketball.
- By adding winter cheer (and girls wrestling), Jordan athletic opportunities will stay Title IX compliant with the subtraction of dance.
- Cheerleaders promote positive cheers at basketball games, something we need!

717 JORDAN PUBLIC SCHOOLS

Jordan Elementary School
815 Sunset Drive
Jordan, Minnesota 55352
952-492-2336 main | 952-492-4446 fax

MELISSA BARNETT
Principal, Jordan Elementary School
mbarnett@isd717.org

Below is a list of the changes and additions being made in the JES Staff Handbook for the 2022-2023 school year:

STAFF
- Revised/added current JES staff members

ADMINISTRATION AND LEADERSHIP TEAM SUPPORT
- Revised linked document to clarify building and district staff members' roles and responsibilities

CLASSROOM EXPECTATIONS
- Added Restorative Practices to remind staff on process and expectations to be followed and taught when addressing behaviors in the classroom

DISMISSAL
- Students being dismissed to the NE front loop for pick-up will be released through the playground doors to avoid congestion in the hallways

FIELD TRIPS
- Added that field trips and other building events and meetings will be scheduled on a school "JES Events" Google calendar accessible to all staff

MEALS
- Added language regarding breakfast and lunch prices and encouraged families to complete the Educational Benefits application

POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS (PBIS)
- Added detailed description of RAC (Recognize, Acknowledge, Connect) to help teachers reinforce expected behaviors in the classroom and school

SCHOOL CLOSING PROCEDURES
- Revised using recommended language from JPS Communications Specialist

SNACK
- Informed families there **will NOT** be an optional snack and milk option for the upcoming school year. Reminded families to be aware of allergies present in their child's classroom when sending snacks to school

District Office: 500 Sunset Drive, Suite #1, Jordan, Minnesota 55352
952-492-6200 main | 952-492-4445 fax | www.jordan.k12.mn.us

OUR MISSION
Inspire a caring community to ignite learning, innovation, and success for all!

STAFF MEETINGS

- Modified schedule of meetings from last year

STAFF RESOURCES

- Link for staff to reference all of the resources accessible in our district has been revised

TEACHER EVALUATION

- Modified teacher observation schedule by adding new staff and cycle of observing tenured teachers

VACATIONS

- Revised language on vacation request for families to better understand process

Additional changes will/may be needed as updated information is shared throughout the school year.

Jordan Public Schools #717

Jordan Elementary School

Inspire a caring community to ignite learning, innovation, and success for all

2022 - 2023

JES Staff Handbook

815 Sunset Drive

Jordan, MN 55352

(952) 492-2336– Office, (952) 492-4446 – Fax

Introduction

The purpose of this handbook is to clarify some of the regulations and other pertinent information that we believe will help us to conduct our school effectively. No doubt some items needed have been omitted and this handbook is a work in progress, but information relative to these will be given in the weekly bulletin as the need arises. If there are any questions, please feel free to ask them and we will be glad to help you.

The aim of our school is to try to provide an environment that will enable each child to develop into a happy well-adjusted individual, who is so motivated that he/she will acquire not only knowledge and information, but also the attitudes, ideals, understanding, appreciations, and skills necessary to become a worthwhile member of our society. Our Jordan Public School's mission is, "*Inspire a caring community to ignite learning, innovation, and success for all.*"

As teachers, we must first of all convey to the young people our interest and acceptance of them so that they can begin their year with a feeling of security and of belonging. Forming connections is essential to student success.

We must look upon our classes not as groups, but as individuals who are within a group, where each is developing their own particular pattern of growth and personal value in relation to others.

We must study each individual and their background and use this information professionally to guide us in providing them with experiences and information that will aid them in successful achievement.

We must recognize the child's right to privacy as to their own individual problems and respect their privacy to the best of our ability. Let us be mindful, too, that we are morally bound to consider the welfare of the child first.

Finally, let us be patient, understanding, respectful, and fair, not only to our students, but our fellow colleagues as well. With the right attitude and mindset, I am confident we will have a very enjoyable and successful school year.

Melissa

ETHICS FOR EDUCATORS 8700.7500 CODE OF ETHICS FOR MINNESOTA TEACHERS.

Subpart 1. Scope**. Each teacher, upon entering the teaching profession, assumes a number of obligations, one of which is to adhere to a set of principles, which defines professional conduct. These principles are reflected in the following code of ethics, which sets forth to the education profession and the public it serves standards of professional conduct and procedures for implementation.**

This code shall apply to all persons licensed according to rules established by the Board of Teaching.

Subp. 2. Standards of professional conduct. **The standards of professional conduct are as follows:**

A. A teacher shall provide professional education services in a nondiscriminatory manner.

B. A teacher shall make reasonable effort to protect the student from conditions harmful to health and safety.

C. In accordance with state and federal laws, a teacher shall disclose confidential information about individuals only when a compelling professional purpose is served or when required by law.

D. A teacher shall take reasonable disciplinary action in exercising the authority to provide an atmosphere conducive to learning.

E. A teacher shall not use professional relationships with students, parents, and colleagues to private advantage.

F. A teacher shall delegate authority for teaching responsibilities only to licensed personnel.

G. A teacher shall not deliberately suppress or distort subject matter.

H. A teacher shall not knowingly falsify or misrepresent records or facts relating to that teacher's own qualifications or to other teachers' qualifications.

I. A teacher shall not knowingly make false or malicious statements about students or colleagues.

J. A teacher shall accept a contract for a teaching position that requires licensing only if properly or provisionally licensed for that position.

JORDAN ELEMENTARY EMPLOYEE DIRECTORY

BOARD OF EDUCATION

Ms. Deb Pauly ..... Chairperson

Mr. Ryan Dahnert .....Vice Chairperson

Ms. Connie Hennen ..... Treasurer

Ms. Sara Lehnen ..... Director

Ms. Molly Monyok ..... Director

Ms. Lauren Pedersen .....Director

Mr. Rob Langheim .....Director

ADMINISTRATION

Ms. Ranae Case Evenson .....Superintendent

Ms. Melissa Barnett ..... PreK-4 Principal

Mr. Ben Bakeberg ..... 5-8 Principal

Mr. Jeff Vizenor .....9-12 Principal

Ms. Erin Hjelmeland .....Director of Teaching & Learning

Mr. Chad Williams .....Director of Special Services

Ms. Jenna Wendorff .....Early Learning Services Director

Mr. Stephen Damlo .....Technology Director

Mr. Steven Jensen .....Community Education & Recreation Director

Mr. Joe Perkl .....Activities Director

Mr. Dan Lehman .....Director of Building and Grounds

Ms. Amy Hafemann .....Finance Director

Ms. Kelly Raser .....Nutritional Services Director

Ms. Elise Pickle .....Communications, Marketing & Events Director

JES OFFICE STAFF

Ms. Brenda Boeckmann .....Office Assistant

Ms. Heather Fry .....Administrative Assistant

Ms. Kristina Stresnak .....School Nurse

JES INSTRUCTIONAL STAFF

Ms. Leah Aamlid ..... Grade 4

Ms. Katie Anderson .....Early Childhood

Ms. Katie Angel .....Early Childhood

Ms. Michelle Armstrong .....Grade 1

Ms. Shannon Aukes .....Math Specialist

Ms. Heather Briese .....SPED/Life Skills

Ms. Barb Buthe ..... SPED/Speech and Language

Ms. Nikki Carlson .....Grade 4

Ms. Maddie Chromy .....SPED/EBD

Mr. Mike Coddington .....Physical Education/DAPE

Ms. Iwalani Dela Paz .....School Psychologist

Ms. Beth Dietel ..... Technology

Mr. Greg Dietel ..... Grade 3

Ms. Nicole Dietz ..... Kindergarten

Ms. Katie Fisher .....Kindergarten

Ms. Brittany Flicek ..... SPED/ASD

Ms. Mindy Foyer ..... Music

Mr. Jason Geisel .....Physical Education

Ms. Tricia Hentges .....Early Childhood

Ms. Stacy Hess-Norskog .....Occupational Therapist

Ms. Allie Hillman .....Grade 4

Ms. Maggie Holbeck .....English Language

Ms. Julie Holzwarth .....SPED/ECSE

Ms. Sarah Houdek ..... Grade 1

Ms. Rachel Houle .....Grade 3

Ms. Molly Huss .....Grade 1

Ms. Ariane Jensen .....Grade 1

Ms. Holly Johnson ..... Grade 2

Ms. Lindsay Johnson .....Grade 4

Ms. Kristin Kilgren ..... Art

Mr. Tony King .....Grade 4

Mr. Adam Larson .....Grade 2

Ms. Sarah Lund .....Early Childhood

Ms. Maddy Malecha ..... Kindergarten

Ms. Lanae McClellan .....Grade 3

Ms. Jenni McDonald .....SPED/Speech and Language

Ms. Amanda McMahon .....Grade 1

Ms. Lauren Meyer .....Grade 2

Ms. Renae Milawski .....Reading Specialist

Ms. Sarah Miller .....Behavior & Culturally Responsive Pedagogy Specialist

Ms. Molly Nefstead .....Social Worker

Ms. Steph Olstad ..... Kindergarten

Mr. Malik Peer .....Equity & Outreach Specialist

Ms. Kimberly Pettinelli .....RTI Reading Specialist

Ms. Kelly Pongratz .....Grade 2

Ms. Kiirsten Rakers .....Physical Therapist

Ms. Meghan Reinholt ..... Kindergarten

Mr. Michael Roiger ..... Kindergarten

Mr. Kevin Sayers ..... Media/Tech

Ms. Gwen Schultz .....Grade 2

Mr. Drew Sinke .....Math Specialist

Ms. Julie Slayton .....Grade 1

Ms. Paige Specken .....Early Childhood

Ms. Cherie Stemig .....Grade 3

Ms. Laura Theis .....Grade 3

Ms. Rachel Vollbrecht .....Early Childhood/Birth to 3

Ms. Haley Warden ..... SPED/LD

Ms. Leah Weber ..... SPED/LD

PARAPROFESSIONALS

TBD ..... WIN Paraprofessional

Ms. Gloria Althoff ..... Early Childhood Paraprofessional

Ms. Maria Bahe .....Early Childhood Paraprofessional

Ms. Katelyn Brown .....Special Education Paraprofessional

Ms. Becky Christensen .....Early Childhood Paraprofessional

Ms. JeriAnne Cieluch .....Early Childhood Paraprofessional

Ms. Julene Davenport ..... Special Education Paraprofessional

Ms. Sue Gerdes .....Special Education Paraprofessional

Ms. Leah Gregoria .....Math Paraprofessional

Ms. Kristin Hagen.....Lunchroom Paraprofessional

Ms. Denise Helke ..... Early Childhood Paraprofessional

Mr. Mitchell Martin .....WIN Paraprofessional

Ms. Sarah Mollenhoff .....Recess Paraprofessional

Ms. Alex Kaiser ..... Early Childhood Paraprofessional

Ms. Patty Kreuser .....Special Education Paraprofessional

Ms. Krystal Lambrecht .....Early Childhood Paraprofessional

Ms. Lori Love .....Special Education Paraprofessional

Ms. Sunny Pho ..... Special Education Paraprofessional

Ms. Tina Plechaty ..... Special Education Paraprofessional

Mr. Tanner Rogers .....Special Education Paraprofessional

Ms. Melisa Stoltz .....Recess Paraprofessional

Ms. Juli Struck …….....Special Education Paraprofessional

Ms. Kim Thompson .....Reading Paraprofessional

Ms. Shirley VanGarven .....Special Education Paraprofessional

Mr. Jim Violett ..... Recess Paraprofessional

Ms. Beth Wacker .....Special Education Paraprofessional

Mr. Jason Way .....Special Education Paraprofessional

Ms. Jennie Way .....Special Education Paraprofessional

KIDS' COMPANY

Ms. Pam Going .....Coordinator/Early Ed-Ventures

Ms. Tammy Becker .....Group Leader

Ms. Michelle Bedney .....Group Leader

Ms. Sarah Mollenhoff .....Group Leader

Mr. Dillon Bedney .....Group Leader

KITCHEN STAFF

Stacie Gander .....Site Lead

Ms. Pauline Kerber .....Assistant Site Lead

Ms. Brenda Jensen .....Cooks Helper

Ms. Amy Sharkey .....Cooks Helper

Ms. Barb Lehnen .....Cooks Helper

CUSTODIAL STAFF

Mr. Bob Fimon .....Building Engineer

Ms. Linda Nesbitt ..... Custodian

Mr. Dominic Lehnen ..... Custodian

JORDAN PUBLIC SCHOOLS STRATEGIC PLAN

BELIEF STATEMENTS

We believe:
We believe in the importance of providing all students with an education and experience that will help them reach their potential.

We believe in preparing future-ready students who can succeed in an ever changing world.

We believe in creating a safe environment where all students feel valued, heard and supported.

We believe in attracting, supporting and retaining high quality staff.

We believe in transparent and open communication to build trust and strong relationships with students, staff, families, and the community.

We believe diverse backgrounds and perspectives enrich our schools and community.

We believe in high quality facilities to serve students, families, and the community.

We believe in being fiscally responsible and financially stable.

MISSION STATEMENT

Inspire a Caring Community to Ignite Learning, Innovation, and Success for All.

VISION STATEMENT

*Grow your Jordan **PRIDE***
***P**reparedness. **R**espect. **I**ntegrity. **D**ependability. **E**xcellence.*

STRATEGIC PLAN FOCUS AREAS

Focus Area: PRIDE in Student Achievement

Goal: Achieve the goals of the World's Best Workforce (WBWF) for all students in the school district.

Objective: We will annually evaluate the success and development of meeting the five goals of the WBWF plan:

- All students are kindergarten ready
- All students reading at grade level by third grade
- Closing the achievement gap for identified student groups
- All students graduating career and college ready
- All students graduating on time

Goal: Develop and enhance each student's academic, technical, and professional skills to equip students in identifying and preparing for their career path.

Objective: Continue developing a system through which students receive guidance to help them identify and prepare for their career path.

Objective: Provide programming to ensure students have the academic background and skills to be successful in their chosen career and personal life.

Objective: Continue to maximize all budgets and grant resources available to support student achievement.

Focus Area: PRIDE in Student Support

Goal: Provide resources, programs, and equitable learning opportunities to enable all students to be successful in a safe, supportive, and collaborative culture.

Objective: Continue the development of district wide MTSS model for academic, social and emotional, and behavioral support.

Objective: Continue to maximize all budgets and grant resources available to support students.

Focus Area: PRIDE in Staff Support

Goal: Provide resources, programs, and professional development that enable all staff to be successful.

Objective: Update and review teacher development and evaluation plan to include tools for all certified employee groups.

Objective: Review and enhance evaluation plan for all classified employee groups.

Objective: Expand and strengthen professional development opportunities to focus on continued growth to support student needs.

Objective: Continued focus on fiscal responsibility to support staff.

Focus Area: PRIDE in a Caring and Committed Culture

Goal: Provide a learning environment where all students feel included and have a sense of belonging.

Objective: Continue Caring and Committed Conversations to give all students and staff a voice in the learning environment.

Objective: Provide opportunities for staff to continue developing their own cultural competencies to support students.

Objective: Continue to identify and develop programming and practices to eliminate gaps in learning, opportunities, and resources across the district.

Objective: Continue to maximize achievement and integration dollars as it relates to creating a caring and committed culture.

Focus Area: PRIDE in Communications, Marketing and Outreach

Goal: Provide communication that enhances collaboration and partnerships among our schools, families and community.

Objective: Continue to foster communication and collaboration to support the needs and achievement of all students.

Objective: Establish a process to ensure parents/guardians have the resources and information to support their child's intended career path.

Objective: Identify and strengthen school and community partnerships that contribute to the district's ability to accomplish its mission and vision.

Objective: Continue to provide information regarding school and district budgets to the community to build their understanding of school finance and district resources.

Goal: Promote opportunities that make Jordan Public Schools an educational leader. **Objective:**

Establish communications plan to promote the abundance of opportunities the district offers.

Focus Area: PRIDE in Facilities - Indoor/Outdoor Spaces

Goal: Establish and maintain high quality facilities to serve students, families, and the community.

Objective: Address the facility needs at the current elementary to support students.

Objective: Continue to review and update the operational needs of district facilities and grounds to enhance offerings available to all students.

Objective: Continue to maximize long term facilities management dollars as it relates to the 10-year plan to maintain and address long term needs to support all students.

Goal: Enhance safety and security across the district.

Objective: Continue to maximize all available resources and grants available for security updates with added measures to increase safety across the district.

Objective: Enhance secure entrance points at all district buildings.

ACADEMIC SUPPORT FOR STUDENTS

Accommodations, Differentiation, Interventions and Modifications

It is the classroom teacher's responsibility to meet the needs of ALL students in their individual classroom. This may be done in collaboration with the IEP/504 case manager but ultimately the responsibility rests with the classroom teacher. Use the following link to guide your planning in this area.

ACCIDENTS

Students: All accidents or injuries incurred during the school day or on school grounds must be reported to the nurse's office by the staff member in charge. As soon as possible, the staff member must fill out an Accident Report Form, found in the office. Staff should not leave a group of students unsupervised so that negligence can be proven in the case of an accident.

Staff Members: Staff members are reminded to complete worker's comp forms via the nurse hotline in the case of injury. The district has a limited time to process these forms so they must be completed as soon as possible after the injury. We have changed our provider for the 24/7 work comp triage line. We will now be working directly with *Risk Administration Services.* Please review the full process below: If you are injured on the job it is mandatory that you call the 24/7 nurse care line at 1- 855-736-9482 and they will assist with determining the seriousness of the injury and what treatment is needed.

- If the care line nurse determines that medical treatment is needed, they will facilitate the process by calling the medical provider, letting them know the employee is coming in, and providing the details of the injury. We will continue to have clinics setup where all non-emergency claims will initially be treated. I have attached these clinics and will have them posted in the buildings.
- If the employee does not need medical treatment, the care line nurse will provide a call back number in case there are any changes.
- In the case of a medical emergency, take care of the employee first by calling 911. After the employee has been taken care of, immediately call the nurse care line so they can contact the hospital and assist with the claim.

Once you have completed the nurse line call, please complete the attached Accident Investigation form. Please send the completed Accident Investigation form to Katie Pekarna-Damlo in the District Office within **24 hours** of the accident.

ADMINISTRATION

The chain of command in the building regarding emergencies:

- Principal
- Early Learning Services Director
- Behavior Specialist
- Social Worker
- Director of Special Services
- Superintendent

ADMINISTRATION AND LEADERSHIP TEAM SUPPORT

Please refer to the documents below when seeking support from building and district leaders:

- JES Student/Family/Staff Support Roles
- District Student/Family/Staff Support Staff

ADVERTISING/SOLICITORS

Endorsing any commercial product is not allowed. No agent or salesman shall be permitted to discuss personal business affairs during the school day, except on the district authorization of administration.

ABSENCES

When a student is absent, parents are required to phone the school office at 952-492-4444 and report the absence. For student safety, we will contact families of absent students that have not notified us by 8:30 AM. **If we do not receive a phone call or written explanation of the absence, the absence will be recorded as unexcused.**

We believe that all students in our school must be in attendance on a regular basis in order for us to provide the best possible educational program. We expect all of our students to attend school every day unless they are home sick or there is a family emergency. Any chronic absences should be reported to the school administrator and/or social worker. Families may be asked to submit a doctor's note or get clearance from the school nurse for an absence to be excused. It is the responsibility of the student to make up work that is missed when they are absent from school. **These arrangements should be made with the student's teacher(s), with make-up work being completed**

after the student returns. Even though parents have the right to take their children out of school, it is the role of administration to determine if these absences will be excused or unexcused. Please allow for a reasonable amount of time for students to complete work they missed while being absent. Typically, students should have 2 days to complete work for every one day missed from school.

Vacations

We strongly encourage families to plan all extended vacations during days that school is not in session. If you have vacation plans when school is in session, it is necessary to get pre-approval from administration. **Parents/Guardians need to sign a Vacation Approval Form** that is available in the office or online on our school website, JES Vacation Request Form. The request form will need to be signed by the principal and homeroom teacher **a minimum of FIVE school days prior to a vacation.** The Principal will consider the following in the approval or denial of a vacation request:

- Student shows satisfactory progress in academic standards
- Student exhibits appropriate behavior in school
- Student adheres to school attendance policy

After review by the Principal, if the vacation is denied, the parent/guardians will be notified. If approval is granted, a copy of the approval will be given to the teacher so he/she can plan accordingly. It is the teacher's responsibility to give the student two days to make up the work for every day that he/she is gone. To best meet the learning needs of the student and ensure he/she understands the concepts missed in the content areas, **make-up work will be given after the student returns from vacation**. It is the responsibility of the student to make up work that is missed while on vacation. Vacations that do not go through the process may be unexcused. Even though parents/guardians have the right to take their children out of school, it is the role of administration to determine if these absences will be excused or unexcused.

PROCESS FOR ATTENDANCE REPORTING

1. Teachers will report attendance to the office on a daily basis **via Infinite Campus by 8:25 each day**. Teachers will maintain regular contact with parents of students with repeat absences. Any chronic absences need to be reported to administration and/or social worker. Families may be asked to submit a doctor's note or get clearance from

the school nurse for an absence to be excused. The school office monitors attendance via a monthly report.

2. Following the twelfth (12th) day of excused absences, a letter will be sent to parents notifying them that eight (8) days of absences remain for the year.

3. Following the fifteenth (15th) day of excused absences, a letter will be sent to parents that only five (5) days of absences remain for the year.

4. Following the twentieth (20th) day of excused absences, a conference will be held with the principal, the parents, and the student regarding the absences. The parents/guardian will be informed that no parent-approved absences will be accepted for the remainder of the year.

5. If more than three (3) unexcused absences occur, a petition will be filed with Scott County for violating the school's attendance policy and to report potential educational neglect or truancy.

TARDIES

School starts at 8:10 AM. A student will be considered tardy if they arrive five minutes after the start of the school day. Exceptions may be made at the start of the school year as transportation issues are corrected and modified, as well as on a case-by-case basis. **Three unexcused tardies will result in an unexcused absence.**

BRANDING AND MARKETING

Jordan Public Schools has a very specific marketing and branding plan to follow(as shared on the District website: JPS District Branding Manual). Specifically, any communications, apparel design and ordering, publications, advertisements, etc. must use the proper branding tools. In order to access these tools, please follow the following steps: 1. Log into the district website 2. Click on the Department toolbar 3. Click on Communications and Marketing 4. Select the appropriate logo/item (Please note that our branding plan calls for the use of Century Gothic font)

When sending communications home to families please place the info on school letterhead (request a copy from elementary office or Elise Pickle).

BULLYING

(A full version of the policy can be found on the District website at www.jordan.k12.mn.us)

"Bullying" means intimidating, threatening, abusive, or harming conduct that is

objectively offensive and:

1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or

2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
If bullying occurs on school property, at school related functions, or outside of school and impacts the education of the student once they are in school, the incident will be addressed as soon as possible.

CLASSROOM EXPECTATIONS

Teachers may use varying techniques to provide a positive learning environment for students. Make sure to incorporate classroom expectations that relate to our school-wide J-Town Pride/PBIS model of being respectful, responsible and safe, as well as honoring our RAC (Recognize, Acknowledge, Connect) and Restorative Practices. Students and families need to be informed about procedures and expectations for their child. At the start of the school year, each student should receive information in a newsletter and/or on the teacher website explaining the teacher's process for creating classroom rules and establishing behavior expectations.

CONFERENCES

Conferences will be held three times a year. The first scheduled Back to School conference should focus on classroom expectations, information about curriculum, and an opportunity for you to share your philosophy of teaching and dialogue with parents about their child's needs. The second conference in the fall will focus on setting

academic and social-emotional learning goals for students. The final conference will be an opportunity to assess students' progress on their goals and develop any action plans for the rest of the school year to support these goals.

DATA WAREHOUSE

eduCLIMBER is our cloud-based data warehouse system. It was created by educators, for educators, so the format is designed to be efficient and accurate. We will manage both our academic and behavioral data in one system --- assessments, discipline, attendance, grades will all be available. eduCLIMBER was created to provide necessary information for data analysis and system change. It is linked to your Google account and can be accessed at educlimber.com (district ID is 1256).

DISMISSAL

Pick-Up

Students getting picked up in vehicles at the end of the day will be dismissed from classrooms to the nearest exit door at 2:40 to the appropriate front or back lot based on their last name (please discuss this procedure with students at the start of the school year). Students with last names of A-K will go to the 2-4 playground doors for dismissal and students with last names L-Z will go to the MPR. Supervisors will be waiting in designated areas to wait for families to pick them up in their vehicles. Each family will receive signage with their child's/children's name(s) to display in the front window area of the vehicle.

Buses

Each teacher will supervise bus riders and walkers/bikers to the nearest exit door to walk outside to the front of the building for dismissal by leaving their classrooms at: **4th grade at 2:43, 3rd grade at 2:45, 2nd grade at 2:47, 1st grade at 2:45, and Kindergarten at 2:47.**

EMERGENCY DRILLS

Please refer to the JPS Emergency Action Plan in Google Drive in the JES Staff 2022-2023 folder and evacuation maps posted in the building. We are required to have 5 fire drills, 5 lockdowns, and 1 tornado drill each school year. These drills may be planned or may be done without notice to staff in order to be prepared for the unexpected. Remember to listen for communication from administration for directions on lockdown drills with our "Lockdown with Options" plan. Make the appropriate observations to determine your course of action if you don't receive or hear a communication. **Please remember to bring a walkie-talkie outside with you if you plan to take students outdoors at any time**

during the school day.

EMPLOYEE ABSENCES

Obtaining a Substitute/Creating an Absence

Requesting an absence/requesting a substitute procedure Staff is responsible for requesting a substitute and filling the vacancy for their absence by utilizing *Teachers on Call*. *Frontline* software is used to request time off and request a substitute (if needed). *Frontline* offers both phone and Web Services so you can create an absence anytime, anywhere. You will be given an ID and PIN to log-on to the *Frontline* system. To request an absence using the Internet go to http://www.aesopeducation.com/ or to request an absence by phone 1-800- 942-3767. As soon as you create an absence you will have the option to request the substitute of your choice or *Frontline* will start working to find a substitute from the school list. To view your time-off balances please use the SmarteR website.

EMPLOYEE INJURY

If you are injured on school property, please notify your immediate supervisor AND the school nurse, and complete the necessary phone call to the nurses' hotline and/or forms to submit to the office. Our insurance company should receive this information within 48 hours.

EVENT PASSES

Complimentary passes to local athletic events will be given to members of the Jordan School Staff. Because they are picture ID's, staff members need to have their pictures taken during school. These passes are good for the individual staff member only, not for spouse or family members. Teachers negotiated into the contract that they may have a guest accompany them. Passes are good for athletic events only and may not be used for play off games.

FACILITY USE

Throughout the year, activities are scheduled after school hours. The teacher in charge is responsible to schedule these activities through the JPS Facilities Scheduling Office so that conflicts do not occur. Teachers must schedule larger spaces both during the school day and after school hours. Call Krista Halvorson at x4481 to make reservations.

If staff members need access to the building in the late evenings or on weekends, they

must enter through the Early Learning Services door located on the NW side of the building. The key card will not work at any other door when the building is armed. Each building has a tutorial video that all employees must be aware of and use in order to ensure the system functions properly and as designed. It is important that you watch building tutorials if you plan to work in the buildings after business hours.

The tutorial videos will explain the simple procedures that must be followed. In the unlikely event that the system fails and an alarm sounds, YOU MUST CALL the alarm company at 1-800-927-6840 (CRC Monitoring). You will state your name and explain the situation to the operator. Provide the password of **JPS717**. This password is the same for all buildings and should remain confidential to district employees only.

Live alarm hours for ALL BUILDINGS: Monday – Friday: 10PM - 5AM Saturday – Sunday: 24 hours Holidays: 24 hours Special Note: *You must be out of the buildings by 1:00AM as the system automatically rearms.*

Door location for entrance/exit during alarm hours (must use these doors): JES: ELS (Early Learning Services) entrance JMS: Back entrance by the mat room JHS: Loading dock entrance. **Security Alarm Tutorials:** JES > bit.ly/JES_security_1617 JMS > bit.ly/JMS_security_1617 JHS > bit.ly/JHS_security_1617

When staff members use the building outside of regular hours, they are absolutely prohibited from propping doors; this affects the cooling and heating systems and creates a security issue with the alarm system.

Teachers are responsible for the condition of their classrooms and equipment. When leaving at the end of the day, lights and computers should be turned off and the doors locked. In general, the room should be secured. If for any reason, teachers must leave their classroom, they must notify the office and bring a radio and/or cell phone and emergency packet to the new location.

FIELD TRIPS

Field trips must have an academic and/or social learning focus. **Teachers are encouraged to limit the number of field trips taken outside of the community in a given school year to honor the time needed for teaching and learning within the classroom/school.** When planning a field trip, teachers should check the JES Events Google Calendar or with the office to determine the appropriateness of the timing given other events and field trips, and ensure chaperones have time to complete a criminal background check (30 days in advance of field trip);

A. Teachers must submit a Field Trip/Bus Request Form at least 30 days prior to the field trip. A box will be added to the form asking teachers to contact Katie Damlo at the DO about the field trip. This will trigger communication about chaperones needing background checks (form can be found on JPS website).

B. When a field trip is approved, the teacher must complete a JES Field Trip Permission Form to send home to families (found on JPS website).

C. All students who will attend the field trip should submit a Field Trip Permission Form, which teachers should take on the field trip because they include parent phone numbers.

D. Teachers should track field trip payments on the grade level Google Docs that will be shared with teachers at the start of the school year in order to better monitor field trip funds. Cash and checks should be submitted daily to the office to track payments made by families.

E. Teachers should e-mail the staff (including the kitchen staff) of the upcoming field trip.

Below is the process used to receive approval that a chaperone has completed and passed the volunteer background check. Please use this process for all field trips that require a chaperone.

F. Teachers make a copy of the Field Trip Chaperones Google Spreadsheet and share it with Katie Pekarna-Damlo. Save it as Field Trip Chaperones - (Date of Field Trip)

G. Teachers draw the names and add the selected individuals to Google Spreadsheet

H. Katie will add an "x" to the Google Spreadsheet if the chaperone has completed and passed the background check.

I. Katie will request to have *Trusted Employees* email the electronic background check application to anyone on the list that has not completed the background check.

J. Teachers will attach the Field Trip Chaperone Background Check Letter to the student's planner for only the chaperones that will receive an email from *Trusted Employees*. Katie will add a note to the spreadsheet of the date the email was sent and notify the teachers that the letter needs to be sent home.

FLEXIBLE ONLINE LEARNING DAYS

Background: In 2017 the Minnesota Legislature amended the Length of the School Year; Hours of Instruction (Minn. Stat. 120A.41) to include the option of districts utilizing e-Learning days:

- Due to inclement weather

- Up to five days in one school year.
- Counted as an instructional day and included as hours of instruction.

Jordan Public Schools' Online Asynchronous Learning Plan

MDE Compliant Plan Development
Jordan Public Schools' Flexible "Online Asynchronous Learning" Plans are developed by the district administration team and then approved and shared through the following agencies:

- The Flexible Learning Plans are communicated through each building's -- elementary, middle, and high school -- *Student and Parent Handbook*.
- The *Student and Parent Handbook* is reviewed by all building teachers.
- The *Student and Parent Handbook* is presented and approved by the School Board in August before the start of the school year.
- The *Student and Parent Handbook* is published on the website for students, parents, and community members to view prior to the start of the school year.

Flexible "Online Asynchronous Learning" at Jordan
Flexible "Asynchronous Online Learning" involves online or teacher-prepared lessons that students complete when away from the physical school building. Using one-to-one devices, Jordan Public Schools (JPS) recognizes that education can continue even when students and teachers are not in the same location. Along with emphasizing the value of learning, the Flexible "Online Asynchronous Learning" Days encourage character growth in the areas of self-sufficiency, adaptability, and perseverance.

JPS Flexible "Online Asynchronous Learning" Goals

- To minimize the disruption to academic progress caused with school closures by making those out-of-school days as educationally productive and engaging as possible.
- To allow JPS students an opportunity to practice the kind of online learning that is increasingly part of secondary, post secondary, and workplace training.
- To maximize the use of Jordan Public School's one-to-one technology.

Flexible "Online Asynchronous Learning" by School

Students in grades K-4: Students should spend time outside and with family - play games, read books, and enjoy some physical activity. Families and students may also access and work through Flexible "Online Asynchronous Learning" Activity Boards posted on each grade level website. Teachers are available via email to support student learning and connect with families.

- **Attendance:** Parents will verify attendance and call students in absent using the attendance line as needed; otherwise, all students will be assumed as present.

Students in grades 5-12: Students will complete assignments posted on Google Classroom, the school's online learning platform. All assignments will be posted by 10:00am with teachers available to answer questions and support learning via email throughout the day until 3:00pm. It is understood that students will have a wide variety of responsibilities at home during Flexible "Online Asynchronous Learning" Days and that some may not have access to the internet. Staff members understand these challenges and will be flexible with those situations. However, the expectation is that students will complete the work in a timely manner as developed between student and teacher.

- **Attendance:** Students will verify attendance through an emailed google form that will be sent to all students from the attendance office.

Students with Disabilities: As required under Chapter 125A, students will have assignments designed to meet the needs of IEP/504 plans.

- Early in the academic year, the key stakeholders (case manager, parent, teacher and student) will collaborate to create the plan in an IEP meeting, other face-to-face meetings, or through email.
- On a Flex Day the classroom teacher will be the main resource for help on assignments and lessons. The classroom teacher is responsible for modifying and differentiating lessons to meet student needs. However, if a student ordinarily leaves the classroom and goes to another teacher for math, reading, or some other subject, then that special education teacher should design the Flex Day assignment for that particular area.
- When a Flexible Learning Day plan cannot completely replicate an in-session school day, efforts will be made to provide the support needed by particular students. For instance, if reading is a challenge for a student and the student has online access, the teacher may assign tasks on sites that will read text aloud.
- All assignments will be posted by 10:00am with teachers available to answer questions via email throughout the day until 3:00pm.

Technology Access

Jordan Public Schools started the district's 1:1 digital device initiative for students in grades K–12 in 2013. Currently, all students grades K-12 have access to a 1:1 learning device for use at school and potentially at home.

Students and parents without home Internet access or with limited Internet access must inform teachers of this fact so that needed modifications to assignments and due dates can be made.

- Internet wifi hotspots are available as needed. Contact technology by calling the tech hotline at 952-492-4500 or fill out this Technology Ticket.

Flexible "Online Asynchronous Learning" for Parents

Parents should visit with their child's teachers regarding the expectation on Flex "Online Asynchronous Learning" Days. If required, special arrangements for students must be worked out prior to the first Flex Day. Families are asked to inform the teacher if they do

not have Internet access at home since access to Google Classroom and completion of regular 5-12 assignments will require internet access by the student.

Parents, along with teachers and students, are asked to remember that Flex "Online Asynchronous Learning" Days are designed to be flexible: if a child struggles with a concept or assignment and is unable to complete the work that day, parents should remind their child to communicate with the teacher the next day about how to meet requirements. Students and parents can also reach out to staff throughout the flexible learning day for support.

Parents should contact teachers directly with any questions, concerns, or frustrations they may have regarding Flexible e-Learning Day assignments.

Flexible "Online Asynchronous Learning" for Teachers
In preparation for Flexible Learning Days, teachers in grades K-12 have been asked to:

- Familiarize students with Google Classroom or the website so students will be able to access and complete any online assignments.
- Provide a timely plan, posting work for the day by 10:00am (grades 5-12).
- Plan for self-directed, independent learning with specific consideration for age and individual learning needs.
- Anticipate time requirements recognizing students learn at different paces, especially in an independent setting.
- Customize learning opportunities with a focus on supporting troubleshooting for students with digital challenges.
- Communicate with colleagues to ensure common expectations, communications, work load, and protocols. *(Reminder -- if everyone gives an hour of work to the students, that is not realistic for completion and growth.)*

During Flex Days, all K-12 teachers have been asked to:

- Check Google Classroom and/or email throughout the Flexible "e-Learning" Day from 7:30am to 3:00pm.
- Interact with students and post lessons or activity boards.
- Complete the *Flex "Online Asynchronous Learning" Day: School Closings Google Form* by 10:00am. This form will allow district administrators and staff to better answer questions from parents on student assignments or plans and will allow administrative staff to better support your own personalized growth on this day.
- Continue your work as a team or individual on professional development topics.

Reporting Flexible "Online Asynchronous Learning" Days in MARSS
Flexible Online Learning Days will be reported as regular instructional days in MARSS A School File. The length of the school day will be reported as the same length that was originally scheduled.

GRADING

JES System of Grading: E= Exceeds Expectations S= Satisfactory P= Progressing N=

Needs Improvement. Each grade level should have a consistent method for grading and use common assessments to ensure students are mastering grade level standards. **All grades will be inputted into Infinite Campus throughout the year in order to prepare for standards based grading in the future.** Report cards will be sent home **two** times a year.

HOMEWORK GUIDELINES

It is important for children to develop good study skills at the beginning of their school career. This includes the development of good study habits. Homework may include reading assignments from textbooks and/or completing assigned work. It is strongly recommended that each student include recreational (outside) reading as part of his/her study time. The amount of time spent on homework will vary, according to the developmental needs and abilities of each student. Please be consistent as a grade level as to how often, and how much homework you give to students. Generally speaking, Wednesdays are a night when homework should not be given, as well as on weekends in order to be mindful of family time and religious commitments. Homework should be an opportunity to extend learning outside of the classroom and allow for repeated practice. Make sure to provide clear directions and examples for students to bring home to support them, and their families, in completing the homework. If a student is consistently struggling with completing homework, be sure to investigate the cause and make every effort to resolve the issue with the child and the family before a logical consequence occurs at school.

IEPs, 504s AND PARENT MEETINGS

In alignment with Special Education laws that govern our school, it is extremely important staff know and follow through with IEPs and 504s of the students in their classroom. Below are important details to keep in mind.

- If you are a member of the team that works with a student and are unable to attend a meeting, you must tell the case manager in advance. The case manager must complete paperwork to excuse you from the meeting. The expectation is that you communicate the progress the student is making in your classroom, or share data with the case manager that is needed to complete the IEP or 504 plan.
- Accommodations, Differentiation, Interventions and Modifications
    - It is the classroom teachers' responsibility to meet the needs of ALL students in their individual classroom. This can be done in collaboration with the IEP/504 case manager but ultimately the responsibility rests with the classroom teacher. Use the following link to guide your planning in this area.

JES PTO

In order to strengthen effective communication between home and school, a parent group meets regularly. This group serves in an advisory role to the principal and supports JES in offering educational opportunities and materials to staff and students. All meetings are open to the public and are usually held on the first Tuesday of every month starting at 7:00 PM in the JES Lunchroom. Teachers are asked to be representatives at each meeting in order to share thoughts, provide feedback, and to show appreciation and support. Please go to the JES PTO Facebook page for more information.

LESSON PLANS

Teachers are expected to have up-to-date weekly lesson plans outlined and visible in the event that a substitute is needed. Staff members may be asked to provide weekly lesson plans for the building principal. Lesson plans need to list the state standards addressed for each particular lesson and/ or unit, as well as the intended Learning Target(s).

All certified staff will need to create a substitute folder to be kept in the elementary office. The folder should contain a class list/roster, lesson plans, an outline of the daily schedule, phone code for access to voicemail, and student support and a behavior/crisis management plan specific to their classroom needs. Office staff will send an email each morning as to who will be gone for the day, who the substitute will be, or if there is no coverage for that person.

LIABILITY

A teacher in the public schools is not liable for injuries to pupils in his or her charge unless they are caused by the teacher's negligence or failure to exercise reasonable care. To establish legal liability against the instructor, negligence must be shown to have caused or approximated the cause of the injury. Staff should never leave students unattended.

LOCKERS

Students need to be explicitly taught how to be responsible with organizing their locker/cubbies in order to keep our school looking clean and presentable for visitors. Please emphasize this is another way to show respect for our school.

MEALS

For the 2022-2023 school year, school breakfasts are $1.90, and school lunches are $2.80 for Pre-K - Grade 4. Milk alone costs $0.50. Kindergarten students still receive free breakfast and milk for snack. Staff lunch cost is $4.10, with breakfast being $2.25. **All**

families are encouraged to fill out the Application for Educational Benefits. Students who were approved for benefits last year will still need to turn in a new application this school year. Questions about lunch accounts should be referred to the Nutritional Services Director at 952-492-4417.

MULTI-TIERED SYSTEM OF SUPPORT (MTSS)

MTSS is an integrated, comprehensive framework that focuses on the alignment of systems necessary for all students' **academic, behavioral, and social success (Gibbons, 2021).** This multi-tiered framework promotes school improvement through engaging, research-based academic and behavioral practices employing a systems approach using data-driven problem-solving to maximize growth for all (ESSA, 2015). **JPS MTSS process and forms are being finalized; below is the district's tennants:**

- All students are capable of grade-level learning with adequate support.
- MTSS is rooted in proactivity and prevention.
- The system utilizes evidence-based practices.
- Decisions and procedures are driven by district, school and student data.
- The degree of support given to students is based on their needs.
- Implementation occurs school-wide and requires stakeholder collaboration (Harlacher et. al., 2014). needs of students.

NEWSPAPER AND SOCIAL MEDIA PUBLICITY

An extremely valuable source of good public relations is the local paper and social media. Teachers are encouraged to publicize activities in their classroom or in any organizations they advise. Articles for Thursday's paper should arrive at the Jordan Independent by 4:00 p.m. on the previous Friday. If you'd like to share information about an event through social media, please contact your building administration or Elise Pickle, Communications, Marketing and Events Director, at the District Office.

OFFICE HOURS

The JES office is open on regular school days M-F from 7:00am-3:30pm during the school year. Summer hours vary and will be posted at the main entrance during the months of June through August.

PARENTAL CUSTODY

The school will assume, unless informed differently, that the parents listed on the family data sheet have legal and physical custody rights of a child. Legal custody allows the parent access to all educational data and involvement in school meetings for the child. Parents who have physical custody rights can make decisions regarding who can pick

up or drop off the child, and may volunteer or visit the child at school. If parental custody of a child is changed or restricted, the school office must be given legal written notification from the court indicating the restrictions. No child will be released to anyone without permission from the custodial parent with physical custody rights. Any questions on custody issues must be clarified by the court and presented to the school. **Teachers are responsible for checking their students' profile pages on Infinite Campus and noting any "flags" labeled "Custody" next to the child's name. This is an indication that a custody and/or guardianship issue has been noted on enrollment forms or shared with administration. Teachers will need to check the student's cum file and speak with administration regarding information and/or court documents.**

With many students coming from dual households, it is our responsibility to:

1. Make sure that report cards are given to both parents, if requested.

2. Try to schedule only one conference (this follows state law). If separated parents request two conferences please let administration know, and if necessary, we will try to accommodate the request. Notification of conferences will be sent to both parents.
3. Remember that both parents, no matter who has custody, have the right to educational data. If you have any questions regarding what to do, please let the office know and we can address the situation.

PARKING LOTS

Please adhere to the following for staff parking procedures:

All K-4 staff members will need to park in the JHS, JES north and northwest lots of the elementary school. **The back parking lot will be designated as an Early Learning Services lot for families.** This will ensure our youngest children can safely enter the building and avoid adding more congestion to the already busy back loop. **Staff may also park in the northeast lot, however, parking spaces on the east side of the lot should remain empty for parent drop-off/pick-up.**

POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS (PBIS)

JES staff works diligently with students to support their social and emotional needs at school, which can have a direct impact on academic performance. The underlying theme of PBIS is teaching behavioral expectations in the same manner as any core

curriculum subject. PBIS is endorsed by MDE and is written in state legislation as an appropriate character education program for students. It has a common purpose and approach to discipline that includes:

- Clear set of positive expectations and behaviors
- Procedures for teaching expected behaviors
- Continuum of procedures for encouraging expected behavior
- Continuum of procedures for discouraging negative behavior

At JES a team of school representatives composed of administrators, classroom and special education teachers, and non-certified staff meet on a regular basis to support staff and students with following our school rules: Be Respectful, Responsible, and Safe, as well as the District's strategic plan of *Grow your Jordan* ***PRIDE: P****reparedness.* ***R****espect.* ***I****ntegrity.* ***D****ependability.* ***E****xcellence.* JES uses the language of ***Recognize, Acknowledge, and Connect*** as a framework for working with students. All students will be taught the process the first weeks of school.

Recognize - the Person

Everything that happens in a school setting is about building relationships. With every thought, word, and action, the foundation of relationships are being created. "Recognize" is the staff's commitment to truly get to know and appreciate each student. We know their likes and dislikes, hobbies, interests beyond school, and get to know their learning styles. We "Recognize" that every student is special and we will always care for the student while we are also teaching helpful/positive and hurtful/negative behaviors.

- Greeting students at the classroom door and during Morning Meeting
- Noticing the person by making eye contact
- Think about ratio of positive to negative interactions

Acknowledge - the Behavior

Students, actually all people, need to be taught the behaviors that are positive and helpful for the environment, relationship, and/or task at hand. During the first week of school, teachers will create a collaboration contract. During this time staff and students will brainstorm behaviors that are helpful/positive for school and behaviors that are hurtful/negative for the learning environment. Once the contract is created, students and staff will sign it and display it in a prominent place in the classroom.

The agreement affirms everyone's awareness that positive behaviors need to be taught so they can become habits. Positive behaviors will be taught and reinforced with acknowledgements and sporadically with incentives/rewards, while negative behaviors may lead to consequences and punishments. It is very important to note that during the "Acknowledge" phase, students' self esteem is of utmost priority. Regardless of the behavior, we care for the students personal growth into a healthy learner.

- Acknowledge the positive behavior
  - Individual J-Town Pride Passes
  - Class Passes for a whole classroom showing expected behavior
  - Weekly Pride Pass drawings to celebrate positive behaviors
  - All school celebrations for filling up the Pride Pass Buckets
- Acknowledge the negative behavior
  - Many minor behaviors can be addressed by the classroom teacher using the following approach under ***connect.***
    - Stop and Think slip
    - Work with WIN Para
  - Refer major behaviors to Behavior Specialist and/or Administrator
    - Office Referral

Connect - to the group. (Conversation/Consequence/Punishment)

When a group is productive and everyone is displaying helpful agreed upon behaviors, relationships and learning are thriving. We are "Connected" to the group. When someone starts displaying hurtful behaviors, the person is "Disconnected" from the group. It is our responsibility to assist the individual through the learning process to learn helpful behaviors. To accomplish this goal, staff will acknowledge the behaviors verbally with affective statements and at times incentives and rewards. Affective statements teach students how their behavior impacts others; simply stated the statements teach empathy.

When negative behavior occurs, staff will also teach how those behaviors impact others. The steps for teaching hurtful behaviors will most often start with a conversation. The conversation is the teaching time. At times it is a pull aside conversation. At other times it might need to be more firm. If the behavior continues after the conversation, then teachers will implement a consequence. Once again the consequences are designed to teach that a behavior is hurtful. If the negative behavior continues after consequences or if the behavior is abusive to self or others in nature, staff will use a punishment for a teaching tool. A punishment should be one and done. Consequences and punishments are tools we use to show the student how much we care about them. It is important to note that if behaviors ever require a punishment, parents will be brought into the process. The teacher, Behavior Specialist or Administration will contact the parent to decide on what is needed for learning to occur.

- Connect students to the group
  - Does the student need a conversation, consequence or punishment in order to learn the expected behaviors?
    - If students struggle with following the school rules, they might receive a verbal warning, redirection or have a **conversation** about the incident.
    - For repeated behaviors or more serious offenses, students may receive a **consequence** such as a phone call home to the child's family or a "Just Stop and Think" slip from the classroom teacher

naming the inappropriate behavior and what school rule the student needs to improve on.
- More severe consequences might necessitate a **punishment** such as an office referral and/or suspension that may require the attention of building administration. Either of these slips will go home for families to be informed about their child's behavior and will need to be signed and returned to school the next day.

WIN Room

All students can learn from their mistakes by processing and fixing the results of their behavioral choices in a safe environment that allows them to learn and grow. The purpose of the WIN room is for students to take responsibility for and develop a plan to correct the behavior and assist teachers in the RAC process (outlined above). In collaboration with the staff member in the WIN room and building behavior specialist, the student will reflect and repair the relationship with the affected staff member and/or student(s). The goal is to assist students in choosing behaviors that are positive and help them to learn and succeed in the school environment.

Classroom teachers are asked to implement two interventions prior to sending a student to the WIN room. Teachers must complete a student referral and/or call the office to inform staff as to why the student is needing a break from the classroom.

Finally, it is important to note that **we will use restorative practices to fix and repair relationships when conflict or harm occur.** Restorative practices are tools to support students in understanding their behavior impacts others, and when harm happens working to repair from the harm is essential.

JES staff may also be recognized or acknowledged for their efforts in supporting a positive school environment. They may be recognized with a Staff Pride Pass that goes into a weekly drawing for special privileges at the end of each week, or other types of acknowledgement such as a mention of their efforts in the weekly staff bulletin or building announcements.

All staff will become familiar and trained in the following Tier I practices:

Restorative Practices

- Classroom Discipline Reflection Sheet
- Affective Statements
- Circles
- Restorative Questions

Culturally Responsive Pedagogy

- Collaboration Contracts

- Responsiveness
    - Attention Signals
    - Response Protocols
    - Movement Protocols
- Discussion Protocols
- Competency
- Relevance

Social-Emotional Learning and/or Social Thinking

- Expected/Unexpected Behaviors
- Group Plan

Mindfulness

The mindfulness curriculum is offered to students throughout the school day as a way to learn skills to develop self-regulation, manage strong emotions and build physical and emotional strength. This integrated approach to wellness uses mindful-based movement, breathing techniques, social/emotional skill development and relaxation techniques to meet children's emotional, physical and mental needs.

Mindfulness is used by thousands of educators, parents and mental health professionals nation-wide. Supported by the latest research in neuroscience, trauma and social-emotional learning, the curriculum creates optimal learning environments that improve children's focus, behavioral skills, physical health and emotional stability. Students at JES will be intentionally taught mindfulness practices in the classroom, and have opportunities to practice it each day as a class, in small groups, or on an individual needs basis.

Harambee

Harambee, which means pulling together, is a celebration event that creates an environment that generates positive energy and **recognizes** the individual, **acknowledges** positive behaviors, and celebrates differences.

Harambee focuses on unity by empowering the youth culture to build strong relationships and connections between grade levels. Harambee is an opportunity for staff and students to ***Recognize*** the uniqueness of each individual. The assembly ***Acknowledges*** positive behaviors that promote celebrating our differences and developing a love for learning and school. By coming together, we make meaningful ***Connections*** with the adults and students of our larger school community.

WHAT DOES HARAMBEE LOOK LIKE? This 30-minute event will follow the structure below:

- Introduction (explaining Harambee)

- Cheers and Chants (create unity and positive energy)
- Topic Discussion (recognize and celebrate differences)
- Celebration Song (theme song)
- Recognitions (all grades acknowledge students for positive behaviors)
- POWER Chant (create unity and positive/high energy)
- Moment of Silence (calm energy and quiet mind)

Peaceful Bus

The *Peaceful School Bus* program was designed to reduce student behavior problems on our school buses. It also creates a sense of community and responsibility among students on each bus route. We hope this program will make a child's experience on the bus easier and more enjoyable. Two times a year, students on each school bus will gather together for a 45-minute meeting during the school day. They will get to know each other and learn how to act responsibly on the bus. This program is a natural extension of our J-Town Pride efforts already in place. Bus drivers will join them in these meetings whenever possible. Seeing bus drivers, teachers, other school staff members, and parents/guardians working together, will demonstrate to students that we all care about what happens on the school bus.

TENNESSEN WARNING When students or staff are being questioned about a serious incident that occurred at school, the building administrator will provide the Tennessen Warning. The Minnesota Government Data Practices Act (Minn. Stat. 13.01 et seq.) provides that an individual asked to supply private or confidential data concerning the individual has the right to be informed of the following:

1. The purpose and intended use of the requested data;

2. Whether the individual may refuse or is legally required to supply the requested data;

3. Any known consequence of supplying or refusing to supply the private or confidential data; and

4. The identity of persons or entities authorized by state or federal law to receive the data (Minn. Stat. 13.04, subd. 2).

School-Wide Expectations

Classroom

- Check voice level
- Be polite
- Do your best

Hallway

- Use voice levels 0 or 1
- Hands at your side
- Face forward
- Walk
- Be aware of hallway space

Lunchroom

- Use voice levels 0,1,2
- Use good manners
- Keep area clean
- Focus on eating

Playground

- Use kind words
- Play safe and fair
- Listen and line up
- Keep hands and feet to yourself

Bathroom

- Use voice level 0,1,2
- Do your job
- For soap and paper towels, use what you need
- Keep Clean
- Report Problems

Voice Levels

- 0- Off
- 1- Whisper
- 2- Inside Voice
- 3- Playground Voice
- 4- Emergency

More Information on J-Town Pride, Mindfulness, Culturally Responsive Pedagogy, Restorative Practices, and Peaceful Bus is available on the school website.

PETS IN SCHOOL

Due to health and indoor air quality concerns, dogs, cats, rodents, rabbits, reptiles, fish, birds or exotic animals are not allowed on school property, unless pre-arranged with the principal. Certified therapy dogs will be permitted. Science curriculum approved by the principal may bring in the above listed animals. Organizations that may be approved for presentations may include, but are not limited to Critters & Co., Raptor Center, and Humane Society. Animals brought in for "show and tell" should be scheduled with the classroom teacher for fall or spring, thus permitting the viewing of these animals in an outside location of the school.

PLANNERS

The staff, students, and parents of the Jordan Elementary School agree that the planner is an excellent tool for communication between home and school. Parents/Guardians of students in grades 2-4 are asked to pay for a planner that is covered with the classroom supplies money submitted at the beginning of the school year. Families will be asked to pay for the planner prior to receiving it at Back to School Conferences. Planners are most effective when expectations of all three members of the partnership are fulfilled. Those expectations are listed below:

Staff is expected to...

- Record all assignments on the board
- Sign or initial each planner every day before dismissing
- Write notes to families when needed

Students are expected to...

- Take planner to and from school every day
- Copy assignments from board to planner
- Designate a certain time nightly to do homework, discuss planner, and have a parent/guardian sign planner

Parents/Guardians are expected to....

- Sign / initial planner every day
- Write notes to the teacher when needed

PHONE USE

Students will be discouraged from using school telephones except in emergency cases. Students are prohibited from using cell phones, pagers, and other electronic/SMART communication devices (which may include SMARTwatches and fitness trackers) during the instructional day that disrupt the teaching and learning environment. The only exception is stated below and/or when a teacher allows students to bring an electronic mobile device to class for educational purposes (i.e.: use a graphing calculator app in an upper level math course or for a teacher- assigned instructional activity/project). Students also are prohibited from using a cell phone or other electronic/SMART communication device to engage in conduct prohibited by school district policies

including, but not limited to, cheating, bullying, harassment, gang activity, etc. **No student will take or share a picture or video of another person during the instructional day without their permission.** School district policies on *Internet Acceptable Use and Safety* and *Student Discipline* may be applied to this action.

Personal phone conversations during student contact time will only be allowed in emergency and unexpected situations. In addition, texting should not be done during class time while supervising/instructing students. Please try to conduct your phone transactions during prep, lunch, and before and after school, as quickly as possible to avoid tying up lines. (Try to keep calls to five minutes.) Limit the use of your personal calls. Staff making phone calls should NOT tie up office phones. Please do not sit and conduct phone business in the main office.

PHYSICAL FORCE

Corporal punishment, a violation of state law, is not to be used. Students may be restrained for the safety of the student or others. Reasonable force for the purpose of restraint or as a last resort for the protection of other people and property is the only time physical force is used with students (follow CPI procedures). Reasonable force is the necessary amount of force a reasonable person would use to stop and control a student or situation. Common sense is critical when dealing with aggressive or out of control students. Staff members must consider the totality of what is happening and what might happen if that situation is allowed to continue. It may be necessary at some point for a staff member to use some type of reasonable force to direct or control a student or students, to defuse or maintain control of an altercation or situation that may turn physical or harmful. Staff members should not use physical force for a minor infraction. If a student refuses to follow directions and is not an immediate threat to other persons, themselves, or the school, do not touch, and seek support from administration.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance will be recited during morning announcements. Any student or staff member may decline for personal reasons to participate in the recitation of the pledge, and students and staff must respect their right to make that choice.

POLICIES AND HANDBOOKS

School Board policies and applicable Student Handbooks referring to policy may be found via the District's website and are referenced below. It is important that all employees are familiar with the district handbooks and policies. Employees are required to review specific policies and sign the "assurance of compliance" form associated

with these policies. The District office will be sending out a Google Form for you to electronically sign stating you have read and understand the policies. This is required by law. Questions or reports regarding harassment violations should be reported to:

Ranae Case Evenson, Interim Superintendent/Human Rights Officer at the District Office.

Board Policies

• A complete list of board policies – including those being reviewed, revised, and adopted – is provided on the District website. All staff members are responsible for reviewing and understanding all board policies. Staff will need to complete a Google Form to document they have read the following policies (Assurance of Compliance Form)

Of particular importance, all staff are required to read and understand the following policies:

- **402:** Disability Nondiscrimination Policy
- **407:** Employee Right to Know - Exposure to Hazardous Substances
- **413:** Harassment and Violence
- **418:** Drug Free Workplace / Drug Free School
- **419:** Tobacco-Free Environment
- **420:** Students and Employees with Communicable and Infectious Diseases
- **501:** School Weapons Policy
- **502:** Search of Student Lockers, Desks, Personal Possessions, and Student's Person
- **503:** Student Attendance
- **505:** Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees
- **506:** Student Discipline
- **514:** Bullying Prohibition Policy
- **520:** Student Surveys
- **524:** Internet Acceptable Use and Safety Policy
- **526:** Hazing Prohibition
- **529:** Staff Notification of Violent Behavior by Students
- **531:** The Pledge of Allegiance
- **602:** Organization of School Calendar and School Day
- **806:** Crisis Management Policy
- **904:** Distribution of Materials on School District Property by Nonschool Persons
- Directory Information *(see staff and student handbooks)*
- School Cancellation Policy *(noted in employee contracts)*
- Student/Parent Rights Under FERPA *(see staff and student handbooks)*
- Parents Right to Review Curriculum/Texts *(see staff and student*
- *handbooks)*
- Telephone Numbers and/or Email addresses *(see staff and student*

- *handbooks)*
- Asbestos Update Report *(See Health and Safety Policy and Jordan*
- *Journalist)*
- School District Security Policy *(see Emergency Action Plan)*
- Pesticide Application Notice *(See Health and Safety Policy and Jordan Journalist)*
- Employee I9 Form *(refer to hiring packet)*
- Workers Comp. Notification *(noted in employee contracts)*
- Equal Access to Programs (Inclusive Education)
- Student Accident Report Procedure *(see building nurse procedures)*
- Clean Indoor Air Act *(See Health and Safety Policy and Jordan Journalist)*
- Emergency Closing Procedures *(noted in employee contracts)*

In order to provide more specific and convenient information, the district has prepared a simple tutorial for your review regarding the following:

- Human Rights Officer
    - The Governing Board designates Ranae Case Evenseon as the District Human Rights Officer to receive reports or complaints of harassment or violence, hazing, bullying, and also responsible for coordinating Title IX and Section 504/ADA concerns. The Human Rights Officer may delegate investigations of complaints as deemed appropriate. If the complaint involves the District Human Rights Officer, the complaint shall be filed directly with the Executive Director. Katie Pekarna-Damlo 500 Sunset Drive, Suite 1, Jordan, MN 55352 Telephone: 952-492-4379 e-mail: kdamlo@isd717.org.
- Drug and Alcohol Testing for Type III Vehicle Drivers
    - Minnesota state law includes various regulations pertaining to the transportation of students. These regulations may include, but are not limited to, required certification training, background checks, safety equipment, safety procedures, etc. The Executive Director and his/her designee shall oversee and direct the transportation program. The District reserves the right to request a Drug & Alcohol test of any Type III driver involved in an accident while operating a district vehicle. If the accident involves the loss of human life or if the driver receives a citation for a moving traffic violation arising from the accident which results in bodily injury or disabling damage to a motor vehicle, Drug & Alcohol testing of the driver is mandatory, in accordance with MN state statutes. The complete policy #709 - Transportation by School Vehicles is available on the website.
- Grievance Procedure for filing Complaint, Comment or Concern Harassment & Violence, Section 504, Title IX
    - Any person who feels they have been inappropriately denied Section 504 or Title IX services, or have been a victim of religious, racial, sexual or other

forms of harassment or violence by a pupil, teacher, administrator or other school personnel should report the alleged acts immediately to an appropriate District official designated by this procedure. The District encourages the reporting party or complainant to use the report form available from the Administrator of each building or available from the administrative office, but oral reports shall be considered complaints as well. Nothing in this procedure shall prevent any person from reporting grievances or alleged acts directly to the District Human Rights Officer or the Executive Director.

- Reprisal
    - The District will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who makes a good faith report of alleged religious, racial, sexual or other forms of harassment or violence, or a grievance for Section 504 or Title IX services, or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such grievance. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.
- Hazing Prohibition Policy

    A. No student, teacher, administrator, volunteer, contractor or other employee of the District shall plan, direct, encourage, aid or engage in hazing.

    B. No teacher, administrator, volunteer, contractor or other employee of the District shall permit, condone or tolerate hazing.

    C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.

    D. This policy applies to behavior that occurs on or off school property and during and after school hours.

    E. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.

    F. The District will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the District who is found to have violated this policy.

    The complete policy #526 - Hazing Prohibition is available on the District website.
- Staff Notification of Violent Behavior by Students
    - The purpose of this policy is to address the circumstances in which data should be provided to classroom teachers and other school staff members about students with a history of violent behavior in order to serve

the student and protect students and staff members. The policy incorporates a written notice to assure that appropriate data are made available to school staff members and to guarantee an accurate record of data provided. Each classroom teacher of a student with a history of violent behavior will receive written notification from the administration prior to placement of the student in the teacher's classroom. In addition, notice will be given by the administration to other school staff members who have a legitimate educational interest. The notice given to school staff must be in writing and must include the following: name of student, date of notice, the history of violent behavior, and a reminder of the private nature of all the data provided. The notice may include, if appropriate: an explanation of what occurred in each incident, types of situations that might trigger violent behavior, successful strategies or interventions, and documents that the staff member may review to assist understanding of the student (e.g. IEP or 504 plan). The complete policy #529- Staff Notification of Violent Behavior by Students is available on the District website.

- Use of Personal Equipment
    - The District prefers that individuals do not bring their personal electronic devices for use in the District's schools. The District accepts no responsibility or liability for the loss, theft, or damage to the devices. Individuals who bring these items to school do so at their own risk.

PROFESSIONAL APPEARANCE

The expectation is that staff dress professionally. Unless there are special circumstances or events or if required for your position staff should avoid wearing shorts, athleisure wear, t-shirts, and ripped or torn clothes. During spirit week, teachers may dress up per the theme of the day. Staff should also wear district ID badges daily.

PURCHASING

Teachers are asked to budget for supplies with their allocated funds, and are responsible for maintaining their classroom budget with support from the administrative assistant. Teachers should only order supplies that are a needed expense for teaching and learning at the beginning of the school year. Purchase orders will need to be submitted into SmarteR Finance by the teacher for approval by administration **BEFORE** any supplies are purchased, including items purchased with Box Top money, etc. The DO will still accept receipts for reimbursement; however, it is highly recommended that there be a PO submitted into SMARTeR in order to account for the purchase.

The Jordan School District is a tax-exempt organization. In order to exercise the tax-exempt benefit, a purchase must be made with either a school credit card or an order placed with a purchase order and billed to the school district. If a purchase is made with a staff member's personal funds (cash, personal check, or personal credit card), the purchase cannot be tax exempt and the cost of the tax will be the staff member's responsibility. The school will not reimburse for tax paid.

If a staff member makes a purchase with the school credit card (which does qualify for tax exempt status) and is charged tax, it will be the staff member's responsibility to receive credit for this tax or reimburse the School District for the charged tax out of his or her personal funds.

RECESS

Students are expected to go outside each day for approximately 20 minutes during the school day. Students will not go outside if:

- The wind chill or air temperature is below 0 degrees.
- The child is ill **and** has a doctor's note.
- It is raining / severe weather.

Staff may also take students out for additional recess time. **Please do not take the privilege of participating in recess away from a student unless it is a logical consequence for an inappropriate choice made during recess.** Please make sure to bring a radio as well as the emergency folder in case of an emergency.

REPORTING OF MALTREATMENT OF MINORS

ISD #717 in accordance with Minnesota Statute No. 626.556 complies with the legal responsibilities which professional educators have for reporting suspected cases of abuse and neglect (District Policy 414).

School staff members and any employee of the Board of Education shall immediately report suspected physical or sexual child abuse to a Scott County Social Services intake worker (952-445-7751—ask for Central Intake). Verbal reports are to be made within 24 hours of becoming aware of possible abuse, with a follow-up written report within 72 hours. Staff members should notify the building principals and/or the school counselor as well.

School staff members may initially question the child to determine if the child's injuries resulted from physical or sexual abuse. Staff members should limit conversation with the

child regarding any suspicions. In no case should the child be subjected to undue pressure to validate the suspicion or abuse. Validation of suspected child abuse is the responsibility of the agencies to which the school refers suspicions.

SCHOOL CLOSING PROCEDURES

When school is canceled, late, or if there is an early release, staff will be notified via email, text and/or phone call via the school messenger system. An automated phone call will be made to the numbers staff members have provided to the District. The District will notify staff directly using the District Website (www.jordan.k12.mn.us), our Blackboard Notification system (email/phone call), Facebook (https://www.facebook.com/ISD717), and Twitter (https://twitter.com/ISD717). Announcements will also be made on WCCO-TV, KSTP-TV, KARE 11, FOX 9 TV, KCHK Radio, and WCCO 830 AM Radio. The District's Website (www.jordan.k12.mn.us) and social media accounts are updated to reflect school closing information as soon as possible after the announcement is made.

SNACKS

Students will have a snack time as part of their daily routine. **JES will NOT have a snack cart or milk option for purchasing this school year.** Students may bring a snack and/or drink if they so choose, however, please be sure that the snack is a healthy snack. **Families also need to be aware of allergies students may have and consult the teacher and/or school nurse regarding this important health issue.** No candy or beverages high in sugar should be sent to school as a snack. Please refer to the JPS Wellness Policy 533 on the district website for further guidelines and a list for healthy snack choices: District Wellness Policy and Healthy Snack Choices. If a student brings an unhealthy snack to school, please communicate healthier options with families. Below you will find a list of acceptable and unacceptable snacks, which can also be found in the JPS Wellness Policy.

Acceptable Snacks May Include:
Popcorn, Cheese and Crackers, Peanut Butter and Crackers, Sandwiches, Unsweetened Cereal, Fruit, Vegetables, Juice (Pure Fruit Juice - Not 10%), Cheese Sticks, Beef Jerky, Crackers, Graham Crackers, Muffins, Pretzels, Raisins, Granola Bars, Banana or Date Bread.

Unacceptable Snacks May Include:
Fruit Snacks and Fruit Rollups, Cake and Cookies, Pudding, Potato Chips, Cheese Balls, Kool-Aid or Pop, 10% Fruit Juice (i.e. Hi-C).

STAFF LOUNGE

This area is for all staff at JES to use. We have set up a rotation to keep the lounge respectful looking by cleaning off tables, placing food into the refrigerator from staff gatherings, cleaning the microwave and checking the refrigerator for expired food at least twice a month, and making sure the sink remains clean and free from dirty dishes. Refrigerators/freezers will be totally cleaned out by custodial staff over winter break and at the end of the school year, so please make sure to remove any personal items prior to those times.

September – Media, PE, Music, Art

October – Office staff

November – Paraprofessionals

December – Kindergarten staff

January – 1st grade staff

February – 2nd grade staff

March – 3rd grade staff

April – 4th grade staff

May - Special Ed staff

June- All Staff

STAFF MEETING SCHEDULE

(AM Meetings, 7:20-7:50; PM Meetings, 2:55-3:25)

Tuesday Meetings

- Building Advisory
    - 1st Tuesday (AM)
- Instructional Leadership Team
    - 2nd Tuesday (AM)
- MTSS Team (as needed based on referrals)
    - 3rd & 4th Tuesday (AM)

Wednesday Meetings

- 2nd Wednesday of the month (AM): **"Nuts and Bolts" and/or Reflection-** sharing and discussion of building/district information and/or reflection of teaching and learning facilitated by Admin and/or Building Advisory Team
- 3rd Wednesday of the month (AM): **Professional Development**- facilitated by Admin and/or Instructional Leadership Team

Thursday PLC Meetings

- Grade Level/Dept. Teams
- Periodic informal/formal meetings with Melissa
- Meet every Thursday of the month (AM)
    - SPED:
        - 2nd Thursday of month-Child Study
        - 4th Thursday of month meeting w/Chad (AM)
    - Discussion Topics:
        - Data discussions about students (Dufour/MTSS model)
        - Sharing effective instructional strategies (Dufour/MTSS model)
        - Discussions & reflections on building/district goals (Dufour/MTSS model)

STAFF RESOURCES

Please use the following link to access important forms needed for Jordan Public Schools. Many of these links are found embedded into the Staff Handbook as well. **Staff Resource Bank**

STUDENT RECORDS/BIRTH CERTIFICATES

The school district maintains some information necessary to carry out an effective educational program for each child. Parents have the right to examine the contents of their children's records. Others having access to the records include school staff having a legitimate educational interest in the child; another school district; a college or educational institution in which the student may enroll; and the courts when a record is requested by judicial subpoena. Only with written parental consent will a student's record be available to any other party. When a student reaches 18 years of age, required consent and the rights accorded the parent shall thereafter be required of and accorded to the student. **In order for a student to be enrolled at Jordan Elementary School, we need a record of immunizations or a conscientious objection form on file by October 1st and also encourage families to submit a copy of a birth certificate.**

SUPERVISION BEFORE AND AFTER SCHOOL

All staff should be present in the hallways before the school day and during dismissal whenever possible to welcome students and to end the day on a positive note. Certified and non-certified staff may be assigned supervision of students before or after the student day, and will be on a rotation schedule throughout the school year. Staff supervising the front doors should report by 7:45 and make sure students are entering

safely in the building and going to their homeroom. Students should not be dropped off from a vehicle at the front of the building between 7:45-8:10 AM, and staff should make an attempt to remind parents of the drop-off area located at the NE lot or back of the building. Administration should be notified if it becomes a repeated behavior, or if the parent becomes agitated and unwilling to cooperate. Staff supervising students being picked up by parents in the NE or back lots should report to those lots for duty by 2:40. If students are not picked up by 3:00, they should be brought to the office in order for the administrative assistants to call families. Because there is no formal supervision following dismissal, students should leave the school grounds immediately unless they have to stay for school related business.

SUPPLIES

General supplies are located in the workroom and/or storage room. Other supplies are kept in the office. Teachers need to be responsible for only using what they need for their classroom and be mindful that supplies are to be shared by the entire building staff, **including copy paper. Please be purposeful in the copies you make and that they best meet the learning needs of students**. We have a limited amount of office and paper supplies that need to last the whole school year. **Please do not send students to the office for additional supplies or photocopies for instructional use.**

SUSPENSION/EXPULSION

Occasionally, it becomes necessary to suspend or expel a student from school. In this event, all procedures will be governed by MSA 127.26-127.40, more commonly known as the Minnesota Pupil Fair Dismissal Act. Under the provisions of this law, students may be suspended or expelled from school for any of the following: - Willful violation of any reasonable school board regulation. - Willful conduct which materially and substantially disrupts the rights of others to an education. -Willful conduct which endangers the student, other students, or school property. Students may be summarily suspended from school for one day by administration. Students may be suspended for two to five days by the building principal following a brief hearing in the office. Expulsions may be imposed by the school board upon recommendation by the principal. Expulsions may be for the remainder of the school year or less and may occur after the school board has held a hearing in accordance with the law.

TEACHER EVALUATION (FORMAL/INFORMAL)

The purpose of teacher evaluation is to improve the quality of instruction, to foster professional growth, to provide administrative support, and to view the staff member and student body in learning situations. A building administrator will formally evaluate non-tenured teachers three times per year until they earn tenure. This is typically for a duration of three years unless the teacher has earned tenure in another district in

Minnesota, in which case the duration is one year. All formal evaluations will include a pre-observation conference, observation, and a post-conference with the teacher. Written documentation will be shared with the staff member as well as filed in the district office. All tenured staff on the formal review cycle (once every three years) have the option of being formally evaluated by administration or complete a portfolio that will be evaluated by the building administrator and complete a peer review by the end of the school year. Tenured staff not scheduled to be formally evaluated will complete a peer review by the end of the school year.

It is the intention of the administration to complete a **summative evaluation for Tenured and Non-tenured teachers by the end of the school year.** During this process, the evaluator and teacher(s) will review individual professional goals and analyze the evidence of teacher impact on student growth through student data and results from the entire professional review cycle. The teacher(s) may elect to invite his/her peer reviewer to this meeting.

It is the goal of building and District administration to complete informal walkthroughs and administrative rounds on a regular basis throughout the school year. The purpose of these walkthroughs is to drop in and look for specific instructional practices, observe the overall classroom environment, and share informal feedback and ask the teacher questions to positively impact teaching and learning.

The following is the schedule for formal observations:

2022-2023	2023-2024	2024-2025
Heather Briese- Year 1	Non-Tenured	Non-Tenured
Maddie Chromy- Year 1		
Iwalani Dela Paz- Year 1	Michelle Armstrong	Britt Flicek
Maddy Malecha- Year 1	Stacey Hess-Norskog	Jason Geisel
Julie Slayton- Year 1	Maggie Holbeck	Sarah Houdek
Katie Angel- Year 2	Julie Holzwarth	Ariane Jensen
Allie Hillman- Year 2	Rachel Houle	Lanae McClellan
Molly Huss- Year 2	Lauren Meyer	Amanda McMahon
Sarah Lund- Year 2	Renae Milawski	Kimberly Pettinelli

Michael Roiger- Year 2	Sarah Miller	Kelly Pongratz
Katie Fisher- Year 3	Steph Olstad	Kevin Sayers
Paige Specken- Year 3	Meghan Reinholt	Gwen Schultz
	Cherie Stemig	Drew Sinke
Leah Aamlid		Rachel Volbrecht
Shannon Aukes		Leah Weber
Barb Buthe		
Nikki Carlson		
Mike Coddington		
Greg Dietel		
Nicole Dietz		
Mindy Foyer		
Holly Johnson		
Lindsay Johnson		
Kristin Kilgren		
Tony King		
Adam Larson		
Jenni McDonald		
Molly Nefstead		
Laura Theis		
Haley Warden		

TEACHER HOURS

The contracted workday is flexible from 7:20-7:45 to 3:20-3:45. Teachers should be available for meetings to start promptly at 7:20 and be in the classrooms by 7:55 to welcome and supervise students. Teachers who may arrive late on occasion should call the principal. The principal should also be contacted if a teacher needs to leave the

building during the day or before their contracted day.

VISITING SCHOOL

Volunteers, parents, guardians and grandparents may have limited access at JES. Because of student safety, we do require visitors to sign in at the office and wear a visitor's badge before visiting any classroom. If a parent/guardian wishes to visit for an extended length of time, approval from the classroom teacher and principal is required to ensure that the visit will not interfere with instructional time. Please refer to the school handbook for our district policy regarding Visitors in District Buildings.

VOLUNTEER GUIDELINES

Jordan Public Schools welcome volunteers of all ages who want to share their talents, skills and resources to help support students, teachers, and school programs. Volunteers play an important role in our efforts to ensure academic success for every student. Every day parents, grandparents, community and business members bring fresh perspectives and enthusiasm to our schools while enriching the learning experience of our students. Volunteers have discovered that spending time and sharing talents with students is an energizing and worthwhile experience. Whether you have an hour a day, a week or month, we have students and classrooms that can use your help.

Some of the ways you can share your skills and contribute are:

- Read to students or listen to them read
- Work one-on-one or in small groups helping students master basic skills in math, reading or writing
- Visit a classroom as a resource speaker and add first-hand experience by sharing your career, travel or ethnic heritage
- Assist with classroom and school activities
- Work behind the scenes on school projects and events
- Serve on a school or district-wide committees and councils

We are committed to working with you to ensure volunteering is a rewarding experience for everyone. We ask that you follow the policies and expectations outlined below to help us maintain a safe and respectful environment for students, staff, and volunteers.

Confidentiality

Confidentiality is very important. While volunteering, you may observe, read or hear much about individual students and their school or home experience. Do not discuss

your observations or opinions about a student with anyone other than the student's teacher or school principal. All information about student abilities, behavior, relationships, grades or background is confidential. We depend on our volunteers to maintain confidentiality of our students, staff and volunteers.

Sign-In/Out

You are required to sign-in before you begin your volunteer activity. Stop in the office immediately upon arrival each time you volunteer. For the safety of everyone, we need to know who is in the building and where to locate you in case of an emergency. Don't forget to sign out.

Name Badges

Volunteers must wear an official volunteer name badge while in the building. Name badges identify you to students, staff and other volunteers as a registered volunteer.

Student Discipline

Volunteers may not discipline students beyond maintaining order in their group or activity. Please report any problems with a student's behavior to the supervising staff person. The professional staff of the school is always responsible for discipline.

Student Contact

For the protection of both you and the students, observe the following when working with students:

- Avoid being isolated with a child, such as a room with a closed door. Work only in areas of the school that are in continual, direct supervision of district staff.
- Use the staff/adult restroom facilities rather than the student facilities.
- Refrain from giving students gifts, rewards, or food items without the teacher's permission.
- Interactions between you and students may take place only at scheduled times and in the school.

Cultural Differences

Our school community is diverse. It is important that we work with one another without bias and consider cultural, moral, and value differences.

Younger Children

Many of the volunteer jobs require your undivided attention, and bringing your younger child with you to school could prohibit you from doing your best work. Please talk to your staff contact about volunteer projects that you can do at home instead.

Use of Controlled Substances

The distribution, possession or use of tobacco, alcohol or controlled substances by staff, students, visitors or volunteers is prohibited on school grounds.

Criminal Background Check

Minnesota state statute 123B.03 requires that a background check be performed as this volunteer position may involve working with or near children. Jordan Public School District policy 404 outlines the procedures for a background check. If you will be volunteering in the school under the direct supervision of a school district employee, the District **will not require a criminal background check.** However, if you are volunteering in the school and will be working with children in areas not supervised by a school district employee, you will need to **complete the appropriate documents on the *Trusted Employees* website for a paid criminal background check.** For volunteers chaperoning for field trips or other events **outside of school**, **the volunteer will need to pay for a criminal background check to be completed via the *Trusted Employees* website**. Please complete the form(s) if you plan on volunteering at Jordan Elementary School for the upcoming school year.

WAGE DISCLOSURE PROTECTION LAW

Under the Minnesota Wage Disclosure Protection law, you have the right to tell any person the amount of your own wages. Your employer cannot retaliate against you for disclosing your own wages. Your remedies under the Wage Disclosure Protection law are to bring a civil action against your employer and/or file a complaint with the Minnesota Department of Labor and Industry at 651-284-5070 or 800-342-5354.

WEBSITE PARAMETERS

Teacher homepages are an important part of the school experience not only for current students and families but also for prospective students and parents. It is an effective recruiting and retention tool that requires some time and effort at the beginning but then can become a simple routine. It is the district's expectation that all pages are updated weekly with current information. The following are guidelines and suggestions for your teacher page.

- Welcome Page (professional bio and contact info): The JPS Marketing and Communication Specialist has already created this page using your current information
- Classroom Expectations (related to PBIS/CRP model and school rules)
- Daily Schedule
- Academics: curriculum information, assignments, and upcoming projects
- Newsletter
- Other **optional** items that can be included but are not limited to:
    - Field Trip Information
    - Class wish list or Class highlights
    - Educational links for students and/or parents
    - Academic enrichment activities
    - Pictures of field trips or classroom experiences (if permission granted)

- Homework Google Classroom Link

WITHDRAWAL FROM SCHOOL

Any student withdrawing from school will have a form completed on which the homeroom teacher will indicate the grade, materials checked in, etc. When teachers initial a withdrawal slip, this should indicate that the books have been returned. If the student has not checked in books or other materials, indicate on the form the name of the book, book number, and value. Prior to the student's withdrawal from school, please submit this form to the office for it to be fully completed and filed.

WORK ORDERS

When staff has a work order for a technology or custodial request (ex: heating/ cooling, computer or phone hardware repair, electrical, etc.) staff will need to complete an online request using the *School Dude* found on the school website by clicking on Staff Login. Requests should NOT include requests for general cleaning or supplies/questions. If there is a spill in the classroom, or a student gets sick, please notify the office immediately so it can be taken care of in order to maintain a healthy learning environment.

Jordan High School Handbook Changes for 2022-2023

Staff Handbook Changes

Page 1–Added a link to the new strategic plan.

Page 2--Cleaned up and assigned staff to committees.

Page 3–New supervisions for the coming school year.

Page 5--Changed the contact name for room reservations to Ms. Hentges.

Page 14-15--Added information about IEP meetings and accommodations for clarification for staff.

Page 15--Changed the language for school lunches to reflect that meals will be paid for by families again and the cost for a staff meal has increased.

Page 17–Added language to our PRIDE statement that was already in place and added link to new strategic plan.

Page 24-25--Updated the teacher review cycle for the 2022-2023 school year.

**Note–There are other areas in the handbook that are highlighted for staff to reference as they review the handbook at the start of the school year.

Staff Handbook
2022-2023

Mission Statement:

Jordan High School is a community dedicated to providing a challenging and engaging education that empowers
students to pursue their own excellence.

The mission of the Jordan School District is to inspire a caring community to ignite learning, innovation, and success for all.

JPS Strategic Plan 2022-2027

Staff Meetings:

Faculty Meetings will occur on the first Wednesday of every month at 7:30 in the Lecture Room. The fourth Tuesday of every month will be a brainstorming session on a topic that our staff development team chooses. **Other regularly scheduled committee meetings are scheduled for the second Tuesday of each month at 7:30 am and the Faculty Council will meet on the second Wednesday of the month.**

Committee Membership:

Faculty Council 2nd Wednesday of Month	Staff Development 2nd Tuesday of Month	PBIS Staff PRIDE 2nd Tuesday of Month	PBIS Students PRIDE 2nd Tuesday of Month	MTSS/Data Team 2nd Tuesday of Month	Supervision 2nd Tuesday of Month
Jeff Christ Kevin Gutzmer Anne Jans Tony Rydberg Sara Sievers Matt Urbanek Laura Weiers Robin Whiteside	Elizabeth Beckman Nick Casterton Kevin Gutzmer Ryan Rasmussen Margy Schipper Sara Sievers Michelle Spies	Jess Barnd Kelley Walerius Kris Dyrhaug Bryan Martin Tony Rydberg Matt Urbanek Lisa Wyckoff	Logan Burnside Aaron Gorath Anne Jans Randy Koch Katie McKnight Amy Peters Laura Weiers	Janet Geib Heidi Graf Lisa Leary Shane Peters Megan Pivec Ben Nylander Rachel Rydberg Robin Whiteside	Steven Beckman Jeff Christ Chris Olson Sydney Treml Ozzie Sand Lauren Stier

Supervisions:

Event	Date	Staff
Homecoming Dance	September 23, 2022	Lisa Leary, Kelley Walerius
Holiday Concert	December 5, 2022	Jess Barnd, Kris Dyrhaug, Ryan Rasmussen, Laura Weiers
Frosty Dance	February 4, 2023	Janet Geib, Steve McLellan, Sydney Treml
NHS Induction	TBD	Randy Koch, Bryan Martin
Grand March at JHS	April 29, 2023	Kevin Gutzmer, Anne Jans
Prom Dinner and Dance	April 29, 2023	Ben Nylander, Megan Pivec, Ozzie Sand
Pops Concert	May 17, 2023	Nick Casterton, Amy Peters, Michelle Spies, Margy Schipper
Graduation	May 27, 2023	Logan Burnside, Elizabeth Beckman, Steven Beckman, Jeff Christ, Aaron Gorath Heidi Graf, Katie McKnight, Chris Olson, Shane Peters, Tony Rydberg, Sara Sievers, Lauren Stier, Matt Urbanek, Kelley Walerius, Robin Whiteside, Lisa Wyckoff

Bell Schedules:

Schedule with Advisory

First Hour:	8:15 – 9:02 47 minutes
Second Hour:	9:06 – 9:52 46 minutes
Third Hour (SNAP):	9:56 – 10:21 25 minutes
Fourth Hour:	10:25 – 11:11 46 minutes
Fifth Hour:	11:15 – 12:29 49 minutes
	First Lunch: 11:11 – 11:37 26 minutes
	Second Lunch: 11:37 – 12:03 26 minutes
	Third Lunch: 12:03 – 12:29 26 minutes
Sixth Hour:	12:33 – 1:19 46 minutes
Seventh Hour:	1:23 – 2:09 46 minutes
Eighth Hour:	2:13 – 3:00 47 minutes

Schedule 2: Early Release

First Hour	8:15 – 8:47
Second Hour	8:51 – 9:23
Fourth Hour	9:27 – 9:58
Sixth Hour	10:02 – 10:33
Seventh Hour	10:37 – 11:09
Fifth Hour	11:13 – 12:27
First Lunch	11:09 – 11:35
Second Lunch	11:35 – 12:01
Third Lunch	12:01 – 12:27
Eighth Hour	12:31 – 1:00

Schedule 3: Late Start

First Hour	10:15 – 10:47
Second Hour	10:51 – 11:23
Fifth Hour	11:27 – 12:38
First Lunch	11:23 – 11:48
Second Lunch	11:48 – 12:13
Third Lunch	12:13 – 12:38
Fourth Hour	12:42 – 1:14
Sixth Hour	1:18 – 1:49
Seventh Hour	1:53 – 2:24
Eighth Hour	2:28 – 3:00

Academic Support for Students:

It is the classroom teachers' responsibility to know the progress or lack of it for each student. Infinite Campus must be updated weekly in order to provide communication to families of student progress.

If a student is in jeopardy of failing a class for the semester/year, teachers must communicate with families. No surprises! **If a student's progress is unsatisfactory, the following steps should be taken in the following order:**

1. Talk to the student. Work with the students to develop a plan.
    a. Monitor the plan. If the student DOES NOT make progress, move to the next step:
2. Discuss the student at your grade level team meeting.

a. If you discuss a student at your grade level meeting. **Call the parent.**
b. Proactively develop a plan with the parent.
c. Monitor the plan. If the student DOES NOT make progress, move to the next step:

3. Refer the student to the MTSS team for further support.
   a. Complete needed information for MTSS team.
   b. MTSS team will identify a TIER 2 intervention to support the students needs.
   c. Staff implement and monitor student progress per the plan developed.

Accommodations, DIfferentiation, Interventions and Modifications:

It is the classroom teachers' responsibility to meet the needs of ALL students in their individual classroom. This can be done in collaboration with the IEP/504 case manager but ultimately the responsibility rests with the classroom teacher. Use the following link to guide your planning in this area.

Accidents:

Students: All accidents or injuries incurred during the school day or on school grounds must be reported to the principal's office by the teacher in charge. As soon as possible, the teacher must fill out an Accident Report Form. Teachers should not leave a group of students unsupervised so that negligence can be proven in the case of an accident.
Staff Members: Staff members are reminded to complete worker's comp forms in the case of injury. The district has a limited time to process these forms so they must be completed as soon as possible after the injury. Forms are located online and must be completed with the principal.

Administration:

The chain of command in the building regarding emergencies follows:

- Principal
- Dean of Students
- Counselor/Social Worker
- Activities Director

Advertising/Solicitors:

Nonschool persons and organizations may within the provisions of School Board policy be granted permission to distribute, at reasonable times and places and in a reasonable manner, materials and objects which are appropriate to the school setting. Requests for distribution of materials will be reviewed by the administration on a case-by-case basis. Some materials, per policy, are always prohibited.

Adviser/Advisee (SNAP: Students in Need and Preparedness):

All teachers will be assigned an Advisor group. On Mondays, teachers will monitor students in a quiet study hall setting. On Tuesdays, teachers will present Ramp Up to Readiness lessons that will be stored on Google Classroom or SEL presented by Robin and Rachel. During the other three days, students can meet with teachers to make up tests or quizzes and get additional help with their work if necessary. This will also be a time to meet with groups. Teachers should schedule their meetings with Ms. Hentges in the office, using the google document.

Assemblies and Pep Fests:

Teachers are required to attend all programs, pep fests, and assemblies during the school day and assist monitoring students. Active supervision in the bleachers will lead to more positive behavior from students during assemblies.

Attendance:

Please take attendance for the first three hours of the day by the beginning of the third hour. A phone call goes out to parents letting them know their student has been marked absent without an excuse. The Dean of Students will do a follow-up on students who miss an hour or part of a day. Be accurate with this. All teachers must keep a personal record of the students counted absent. For that reason, the teacher record cannot consist of the daily computer print out.

Teachers have the greatest impact on regular student attendance and classroom learning.

A. Communicate the expectation that students arrive on time, with materials. When some are late, others have to wait.
B. Be aware of the attendance status of each student. Communicate with at-risk students and with parents if appropriate.
C. Contact the dean of students when a student reaches three consecutive days of absence without parent verification.
D. Students are expected to be in class for the entire class period. Students should not be allowed to line up at the door and do not permit them to leave early.
E. Teachers should use professional judgment regarding allowing students to leave classrooms once class has begun. These should be rare occurrences and students must have a pass whenever they leave the classroom.
F. Teachers should never leave students unsupervised.
G. Teachers should include in their expectations the consequences for unexcused absences; teachers may give no credit on assignments due the day a student is truant from class.

Behavior Reports:

Teachers will be provided a Major/Minor Behavior Incidents flowchart regarding behaviors that are classroom management issues and those that need immediate referral to the office (see Appendix A). Major behavior Reports should be made through Infinite Campus. Staff members should click on the Behavior icon and complete the behavior referral form. When behavior exceeds that which is typically taken care of by teachers in the classroom, staff members should complete the form, which then automatically goes to the Dean of Students. Staff members should remember the following:

A. When writing a report, do not include the names of other students; this will maintain data privacy.
B. Describe specific behaviors rather than include indefinite or emotional words: "John was warned three times to remain in his lab station but he continued to walk around the room. I asked him to leave when he threw scissors across the room" instead of "John was disruptive in class" or "John was a jerk today in class." If a student uses inappropriate

language in your classroom, feel free to include exactly what was said using quotation marks.

C. When behaviors are turned over to the Dean of Students, the teacher has relinquished the decision about what to do with the student. The Dean of Students will make a decision regarding a consequence based on the student's record of behavior issues.
D. When the Dean of Students finalizes the behavior report, parent contact will be made and the behavior will be visible to parents on Infinite Campus.
E. The Data Team will analyze behavior information.

Classroom Expectations:

Teachers may use varying techniques to attain their objectives. However, all teachers will use the PRIDE Classroom Expectations in their classrooms (see Appendix B). Students need to be informed about procedures. At the start of each semester, each student should know where to find the following information on a teacher's Google Classroom page:

- Grading procedures
- Policy on tardies to class
- Policy on make-up work and work not handed in as well as special expectations that individual teachers may have (including cell phone policy)
- A clear policy on make-up work for excused and unexcused absences

Classrooms:

Teachers are responsible for the condition of their classrooms and equipment. When leaving at the end of the day, lights, projectors, and computers should be turned off and the doors locked. In general, the room should be secured. If for any reason, teachers must leave their classes, they must notify the principal. Teachers should not change the location of their classes or study hall without informing the main office.

Conferences:

Conferences will be held three times a year. The first conference for the first semester will be by appointment. Teachers who are shared between buildings are not required to attend this conference. Grade Level teams will determine a list of students who would benefit from a conference. Parents and students will be invited to meet with the grade level team and establish a contract to help the student become more successful in school. General conferences will be held once each semester in the Commons and all parents are invited to visit with teachers about academic progress. All teachers are required to attend. Conferences for 2022-2023 will be October 17 (invite), November 10, and March 9.

Dances:

The following rules will apply to all dances:

A. Any dance held at Jordan High School and sponsored by a class or organization of the high school shall be for students of Jordan High School and guests when permitted.
B. Dances will generally begin at 8:00 and conclude at 11:30.
C. A student of JHS may invite a guest to the dance.
    - The guest must be at least a freshman in high school and not older than 21 years of age. However, freshmen are not permitted to attend Prom. Sophomores are allowed

to attend Prom if they are invited by an upper-class person who attends Jordan High School.
    - The guest must be registered in the office prior to the dance by completing a Dance Guest Registration Form.
D. Once doors are locked at 9:00, students will not be admitted. Students cannot leave the dance and re-enter.
E. Students not dressed appropriately will be refused admittance.
F. Chemical, alcohol, or tobacco use must be reported at once to the advisor in charge. This person will inform the principal of the details. Students under the influence of mood altering chemicals or alcohol will be detained and the parents/guardians and police will be called.

One adult must be near the door with the student ticket sellers. Other adults should be around the exit doors.

Deposit Slips:

Money collected by teachers for various reasons must be turned in the day it is collected. When turning in money teachers must use one of the building deposit slips; one is specifically for Student Activity Accounts and the other is for money that should be deposited in the General Fund. Staff members should submit two copies to the office and keep one copy. Staff members will be responsible for maintaining their own records.

Detention:

Detention is from 3:05 – 3:30 Monday through Friday in the office ISS room (or other assigned area). Teachers should not detain students after school in their classrooms without first notifying the dean and the student's parents.

Discipline:

A complete listing of the student rules can be found in the student handbook.

Good discipline is not an accident. Sometimes a student should be referred to the dean of students or principal. No teachers should be hesitant in asking for help when needed. The administration is always ready and willing to give assistance when it is needed.

Five principles for decreasing disciplinary problems are:

A. Keep everyone constructively busy. Idleness is a rich breeder of mischief.
B. Build a school spirit so that the student is encouraged to raise the reputation of the school.
C. Administration and teachers should maintain a proper professional attitude. Expect students to treat you with respect; teach students this skill by modeling respectful behavior.
D. Classroom rules should be few, simple, and stated in a positive manner.
E. **Develop clear, consistent procedures and routines in your classroom so students always know what is expected of them.**

In most cases, the teacher is the person who knows the student best. If a student's behavior warrants a referral, please help the dean of students and principal with some insights that you have about the student.

If the learning environment is being disrupted, the student should be sent to the dean's office and the office notified. Teachers who remove a student from class for behavior (three times in a semester results in class removal and failure) **must notify the parents personally on the second offense to explain the situation**.

Dress Code:

The expectation is that staff dress professionally. Unless there are special circumstances or events or if required for your position staff should avoid wearing shorts, athleisure wear, t-shirts, and ripped or torn clothes. During spirit week, teachers may dress up per the theme of the day. Staff should also wear district ID badges daily.

Emergency Drills:

Emergency drills will be held periodically during the course of the school year. In the case of a true emergency, staff members are expected to be prepared by understanding the procedures, remaining calm, and acting with sound professional judgment. Additionally, staff members should not speculate about what may or may not be occurring or how the event will conclude.

Fire Drills: Fire regulations of the State of Minnesota requires that schools conduct five fire drills each year. These will be held during good weather if possible. The route to leave the building during a fire must be posted in each classroom. The teacher will stand by the door as students are leaving and close the door, making certain no one is left in the room. Make sure all students are accounted for. Students should move at least 300 feet from the building. Do not allow students to return to the building until the all clear is given. Teachers should take their Red Folders with them during fire drills.

Tornado Drills: In the case of a tornado drill or warning, an announcement will be made and the tornado evacuation plan for each area should be followed. Teachers should always bring their red folders when leaving the classroom in the case of an emergency.

Evacuation/Relocation: Procedures ARE USED WHEN CONDITIONS ARE SAFER OUTSIDE THE BUILDING THAN INSIDE THE BUILDING. When staff members hear the announcement to evacuate they should listen for alternate routes and then do the following:

- Take emergency go-kit (Red Folders) and class roster
- Take the closest and safest way out as posted or announced
- Use a secondary route if the primary route is blocked or hazardous
- Assist those needing special assistance
- Do not lock classroom doors when leaving
- Do not stop for student or staff belongings
- Go to Assembly Area
- When outside the building:
    - Check for injuries
    - Account for all students
    - Immediately report any missing, extra or injured students to building administration or incident command
    - Continue to contain and maintain students
    - Wait for additional instructions

- Listen for the "all clear" announcement **TWICE** which signals the threat has ceased and staff and students can re-enter the building.

Lock Down with Warning: Procedures are used when there is a threat outside the building or there is a non-threatening circumstance when people need to be kept away from areas (e.g. medical emergency or disturbance). When staff members hear the announcement "lockdown with warning" they should:

- Lock all exterior doors
- Cover interior and exterior windows
- Keep students away from the windows
- Continue classes. Move on announcement only
  - Wait for further instructions
  - Listen for the "all clear" announcement **TWICE** which signals the threat has ceased

Lockdown with Options

- Is instituted in a crisis situation where district occupants are in immediate danger such as a violent intruder
- Whenever possible, provide law enforcement with updates during the event
- Wait for further instructions from law enforcement
    - Incorporates the basic tenets of self defense referred to as run, hide, fight. These tenets do not necessarily need to follow the given order.
        - Staff and students should be aware that a lockdown with options may be initiated by:
            - Students or staff reacting to an immediate threat
            - An announcement over the intercom
            - A threat that is heard or seen
            - Other
        - Occupants should exit the building if it is safe to do so.
            - When running, spread out and avoid running in a straight line if possible
            - Do not take personal belongs with
            - Leave with your hands raised over your head
            - Get safely away from the building
            - Call 911 when it is safe to do so
            - If possible, go to the primary or secondary reunification site
        - If it is unsafe to exit the building, the 'Hide' option should be implemented
            - Lock the classroom door
            - Turn off the lights
            - Silence all electronic devices, including cell phone notifications, and remain quiet
            - Call 911
            - Barricade doors and obstruct windows
            - Use desks and tables to create shelters
            - If possible, shelters should be out of sight of doors and windows
            - Spread out

- Find classroom objects to use for self defense if necessary
- Be prepared to fight back if intruder enters the room
- Be prepared to use an object as a shield in the event of a weapon being fired
    - After securing the room, plan an escape route through a window or door and consider reverting to the 'run' option

■ If an intruder enters an area where you are in hide mode, be prepared to fight back
- The intruder is the most vulnerable when they enter the room
- Utilize classroom objects to distract and subdue the intruder
    - Overtake the intruder if possible and attempt to remove the weapon from the intruder's grasp if appropriate.
        ■ If able to remove the weapon, place a garbage can or other option over the weapon and be prepared to remove it in the event you are able to run
    - Utilize textbooks or other objects in the event that the intruder fires a weapon
- Always revert to 'run' if possible

The entire Emergency Action Plan is located on google drive. **Teachers should keep updated rosters and seating charts in their Red Emergency/Substitute Teacher folders**.

End of Year Procedures:

At the close of the school year, all staff members will:

- Hand in a copy of student grades for both semesters, which includes all assignments.
- Have rooms ready for summer cleaning (all posters, art work and other materials removed from bulletin boards and walls).
- Submit maintenance and technology requests through school dude online. .
- Submit fines on the Google Form which will be shared with teachers close to the end of the year. If students take care of their fine, be sure to delete their names; pay attention to deadlines regarding entering seniors' names on the database.
- Turn in all keys (if necessary).

Event Passes:

Complimentary admission to athletic events is provided to members of the Jordan School Staff by showing staff ID's. Consequently, staff members need to have their pictures taken. Teachers negotiated into the contract that they may have a guest accompany them. Passes are good for athletic events only and may not be used for playoff games.

Facility Use:

Throughout the year, activities are scheduled after school hours. The teacher in charge is responsible to schedule these activities through the Community Education office so that conflicts do not occur. A calendar of the entire district will be set up through the Community Education office. Teachers must schedule the auditorium through Community Education both during the school day and after school hours. Use the community education website to make reservations electronically.

Teachers may reserve the flex spaces during the school day electronically. To reserve the Soc, Huddle, or Union please contact Ms. Hentges in the office.

The building is armed between the hours of 11:00 p.m. and 6:00 a.m. and on weekends when activities are not scheduled. Staff members who want to access the building when it is armed must enter through the loading dock and disarm the system. The key card will not work at any other door when the building is armed. When staff members use the building outside of regular hours, they are absolutely prohibited from propping doors; this affects the cooling and heating systems and creates a security issue. Staff members are reminded to both sign in and out and the last person to leave the building must set the alarm.

Failure Notice to Parents:

Teachers must be aware of the progress or lack of it for each student. If a student's progress is unsatisfactory, teachers are to inform the students and the parent of the situation in order that remedial action might be taken before the situation becomes so severe that the student cannot possibly pass. If a student is in real danger of failing during a marking period, teachers must contact the parents via e-mail, phone, or mail with information about what the student needs to do to be successful. **A parent should not learn about failure when the situation cannot be improved or after the grading period has ended.**

Family Vacation Absence Slips:

Students who take a family vacation must submit a Vacation Approval Form prior to their absence. Students may be absent a maximum of 5 days for a family vacation. Teachers should be clear with students the expectations for making up assignments because of the absence.

Family Night/Sundays:

Every effort should be made to keep the school calendar clear on Wednesday nights. Please do not schedule rehearsals, practices, etc. on Wednesday evenings. All school events of any nature are to be concluded by 6:15 p.m. on Wednesdays. No school activities should be scheduled on Sunday without prior approval of the administration.

Field Trips:

Field trips must have a legitimate academic purpose that helps students meet course and state standards. Field trips cannot occur during the last ten days of each semester. Teachers should review the School Board Policy 610 for overnight and extended field trips (Appendix D).

Following are the steps that need to occur for field trips that occur during the day:

A. Teachers should check the High School Calendar to determine the appropriateness of the timing given other events and field trips; teachers can view the calendar items but cannot add items to it.
B. Teachers must submit a Field Trip Request Form at least two weeks prior to the field trip to the principal's administrative assistant.
C. When a field trip is approved, the teacher must collect enough money to pay for the field trip and the bus transportation.
D. All students who will attend the field trip should submit a Field Trip Permission Form, which teachers should take on the field trip because they include parent phone numbers.

E. Teachers should e-mail the staff (including the kitchen staff) a list of students who will be absent at least three days in advance. Additionally, teachers should tell students who will miss classes because of a field trip that they should talk to their teachers PRIOR to missing class so they can be prepared for class when they return. This might mean they will be required to turn in assignments that are due or take a test; they do not necessarily receive the standard two days to complete missing work because of an absence.

FUND RAISING ACTIVITIES:

Student activities may add funds to their Activity Account through fundraising. Prior to the beginning of the school year, Activity Account managers will be asked to update their fund raising activities, which will then be submitted to the superintendent. The district must present a list of fundraisers to the Board annually. The district will make attempts to keep a reasonable calendar and prevent the community from being inundated with a number of fundraisers at the same time. Fundraising activities must be related directly to school activities.

GRADING:

Reports will be processed via the computer at Infinite Campus. Teachers input grades through Infinite Campus. Teachers should adhere to the following:

- Update grades at least once a week
- Label assignments and point values clearly
- When entering grades, attach the date the assignment was due to the appropriate assignment (this helps emphasize the importance of attendance or following through with make-up work after absences)

Report cards will be issued at the end of each semester. Teachers should submit grades at the end of the school year either in the form of grades printed from Infinite Campus.

High School Grading Scale:

A	93 – 100%
A-	90 – 92%
B+	87 – 89%
B	83 – 86%
B-	80 – 82%
C+	77 – 79%
C	73 – 76%
C-	70 – 72%
D+	67 – 69%
D	63 – 66%
D-	60 – 62%
F	0 – 59%

Grade Points:

Students who complete Advanced Placement, Concurrent Enrollment, or College in the Schools courses will receive weighted grades. The letter grades, if transposed to numerical grades, will be as follows:

	Regular	CIS/CE & AP
A	4.0	4.40
A-	3.67	4.04
B+	3.33	3.66
B	3.0	3.30
B-	2.67	2.94
C+	2.33	2.56
C	2.0	2.20
C-	1.67	1.84
D+	1.33	1.46
D	1.0	1.10
F	0	0

Hallway Supervision:

Teachers are responsible for student behavior outside classrooms during class changes. Active supervision is important for a positive school climate. Teachers should step outside their doors between classes and control all running, pushing, yelling, etc. All staff members will be available for hall supervision outside their first hour class at 8:05. All teachers will sign up for 2 weeks of before or after school supervision in the commons.

Hazing Prohibition:

Teachers, administrators, volunteers, contractors, and other employees of the school district shall be particularly alert to possible situations, circumstances, or events which might include hazing. Any such person who receives a report of, observes, or has other knowledge or belief of conduct which may constitute hazing shall inform the building principal immediately. Teachers should yearly review the district policy 526 Hazing Prohibition (see Appendix D).

Honor Rolls:

Honor Rolls are determined after each semester and published in the paper. To be on the B Honor Roll, students must attain a 3.0 GPA. To be on the A Honor Roll, students must attain a 3.7 GPA.

IEPs, 504s and Parent Meetings:

In alignment with Special Education laws that govern our school, it is extremely important that all staff know and follow through with IEPs and 504s of the students in their classroom. Below are important details to keep in mind.

- A minimum of one teacher per team is required to attend IEP and 504 meetings.
- If you are unable to attend you must tell the case manager in advance. The case manager must complete paperwork to excuse you from the meeting.

- What do I do as the grade level rep at an IEP meeting?
  - Team members must provide the attending team member with current data on the student's progress for all academic areas to be shared with families (progress reports, information regarding IEP goals, updates and accommodations, etc.)
- Roles of IEP team members

- **Accommodations, DIfferentiation, Interventions and Modifications**
  - It is the classroom teachers' responsibility to meet the needs of ALL students in their individual classroom. This can be done in collaboration with the IEP/504 case manager but ultimately the responsibility rests with the classroom teacher. Use the following link to guide your planning in this area.

Incompletes:

Incompletes are to be made up as soon as is justifiable. Each teacher must decide what is fair in the particular instance. After a reasonable length of time lapses (generally two weeks) and the work is not made up, either an "F" should be issued or, with the permission of the principal, the student dropped from the course. An "I" will be figured as an "F" when GPA is tabulated.

Lesson Plans:

Daily plans should have clearly displayed learning targets specifically related to the standard(s) being learned. Lesson plans should be available upon request and always available for substitute teachers. Plans should be updated weekly on Google Classroom for parents and students and also in case of emergency.

Liability:

A teacher in the public schools is not liable for injuries to pupils in his or her charge unless they are caused by the teacher's negligence or failure to exercise reasonable care. To establish legal liability against the instructor, negligence must be shown to have caused or approximated the cause of the injury. Teachers should never leave students unattended.

Lockers:

Each student in 9th grade will be assigned a locker and a lock. Students in grades 10-12 can request a locker. Advise students not to leave money and valuables in their lockers. Students should not give their combination to other students, nor should they share their locker with friends.

Meals: Please note that for 2022-2023 meals will be charged for students.

The price for lunch and breakfast are as follows:

	Students	Staff
Lunch:	$3.00	$4.10
Breakfast:	$1.90	$2.25

Newspaper Publicity:

An extremely valuable source of good public relations is the local paper. Teachers are encouraged to publicize activities in their classroom or in any organizations they advise. Articles for Thursday's paper should arrive at the Jordan Independent by 4:00 p.m. on the previous Friday. Twitter is another good way to share the story of the great things going on at JHS.

Parking:

Staff members should park in the east parking lot. If you have children at JHS, please have them park in the student lot. Please do not park in the visitor parking lot or fire lanes. The front of the building is reserved for visitors. The Board of Education has passed a resolution regarding enforcement of all traffic regulations and parking zones in compliance with Chapter 123 of the Minnesota Statutes, which establishes the basis for speed violations. The local police have been asked to enforce these regulations.

Passes:

Any time students are in the building during school hours and not in class, they must have a pass signed by a teacher, administrator, or secretary. Students are not allowed in the library at any time without a pass signed by a teacher stating the purpose for the visit. Teachers may not give students permission to leave the building. That must be obtained from the high school office.

Permanent Records:

Each student who has ever attended Jordan High School has a permanent record on file. These become extremely important. Files may be inspected by teachers in the office but are never to be removed from the office. Teachers are encouraged to use Infinite Campus or Educlimber to access test information.

Physical Force:

Corporal punishment, a violation of state law, is not to be used. Students may be restrained for the safety of the student or others. Reasonable force for the purpose of restraint or as a last resort for the protection of other people and property is the only time physical force is used with students. Reasonable force is the necessary amount of force a reasonable person would use to stop and control a student or situation. Common sense is critical when dealing with aggressive or out of control students. Staff members must consider the totality of what is happening and what might happen if that situation is allowed to continue. It may be necessary at some point for a staff member to use some type of reasonable force to direct or control a student or students, to defuse or maintain control of an altercation or situation that may turn physical or harmful. Staff members should not use physical force for a minor infraction. If a student refuses to follow directions and is not an immediate threat to other persons, themselves, or the school, do not touch.

Pledge of Allegiance:

The Pledge of Allegiance will be recited on the first day of the week. Any student or staff member may decline for personal reasons to participate in the recitation of the pledge, and students and staff must respect their right to make that choice.

PRIDE:

As a staff it is the expectation that we show our Jordan PRIDE in our interactions with students, fellow staff, and the community. This means we communicate positively to each other and about each other. Education in 2022 is difficult and if we are not pulling together for the same cause we are going to continue to struggle and fail. Jordan Strategic Plan here.

PROFESSIONAL LEAVE:

A staff member may be granted professional leave during a school year without salary deduction. A written request is to be made on the Professional Leave Request form to the Staff Development Committee at least two weeks in advance when possible. Approval of such requests will be determined by the Staff Development Committee and will be based on the relevance to district, school, and/or professional goals.

PURCHASING:

Teachers are asked to budget for supplies and departments are responsible for maintaining their budgets. Teachers should only order supplies if money remains in the department budget; purchase orders should be entered and approved before supplies are purchased. Please follow the directions outlined here.

The Jordan School District is a tax exempt organization. In order to exercise the tax exempt benefit, a purchase must be made with either a school credit card or an order placed with a purchase order and billed to the school district. If a purchase is made with a staff member's personal funds (cash, personal check, or personal credit card), the purchase cannot be tax exempt and the cost of the tax will be the staff member's responsibility. The school will not reimburse for tax paid.

If a staff member makes a purchase with the school credit card (which does qualify for tax exempt status) and is charged tax, it will be the staff member's responsibility to receive credit for this tax or reimburse the School District for the charged tax out of his or her personal funds.

Staff members can access the steps to creating a purchase order by going to the district website, clicking on Staff Logins, Staff Forms, District Forms, and then Purchase Orders – Steps to create a PO.

REPORTING OF MALTREATMENT OF MINORS:

ISD #717 in accordance with Minnesota Statute No. 626.556 complies with the legal responsibilities which professional educators have for reporting suspected cases of abuse and neglect (see District Policy 414, Appendix F).

School staff members and any employee of the Board of Education shall immediately report suspected physical or sexual child abuse to a Scott County Social Services intake worker (952-445-7751—ask for Central Intake). Verbal reports are to be made within 24 hours of becoming aware of possible abuse, with a follow-up written report within 72 hours. Staff members should notify the building principals and/or the school counselor as well.

School staff members may initially question the child to determine if the child's injuries resulted from physical or sexual abuse. Staff members should limit conversation with the child regarding any suspicions. In no case should the child be subjected to undue pressure to validate the suspicion of abuse. Validation of suspected child abuse is the responsibility of the agencies to which the school refers suspicions.

Schedule Changes:

Students are encouraged to complete any necessary schedule changes prior to the beginning of a semester. Changes after the semester begins are discouraged and may not be granted. Teachers should not tell students they can add their class; this may be the fifth student the counselor has told that the class is full. Any communication should take place between the teacher and counselor. The classes at this point are quite full and few if any changes will take place. Staffing decisions were made based on the number of students who registered for each class.

Google Classroom/Website:

Electronic communication with parents has become an important part of the school experience for not only current students/parents but also for prospective students and parents. It is an effective recruiting and retention tool that requires some time and effort at the beginning but then can become a simple routine. It is the district's expectation that all teachers will use Google Classroom to keep parents and students informed about assignments. Google Classroom will also be the key component for our use of open campus for days when we do not have substitute teachers for classes. Link here with more information.

The following should be included on Google Classroom sites:

- Folders organized by courses. Course folders should include units labeled with a clear title and dates the unit spans
- Calendar with assignment due dates
- Separate folder for flexible learning days
- Syllabus/Syllabi and classroom expectations

Optional items that can be part of course folders include but are not limited to:

- Presentations (PowerPoint, Prezi, etc.)
- Links
- Videos
- Assignments/quizzes to be completed digitally
- Curriculum information
- Newsletters
- Field Trip Information
- Extra-curricular related to the program – i.e. Pictures of field trips or classroom experiences
- Student educational links
- Parent educational links
- Academic enhancement activities
- Class highlights

School Website pages should include the following:

1. This has transitioned to a different format at the high school. Please make sure that you have completed the google document that our communications director requested from you.
2. If you would like your Syllabus/syllabi for courses that include classroom expectations and grading procedures, please get it to the communications director so that they can get a link to it. The course syllabus should also be on your Google Classroom page.

Severe Weather Procedures:

On the first school closing of the school year due to severe weather, teachers will not be expected to report to school. On the second school closing of the school year, teachers will be expected to follow the flexible learning plan that is detailed below. In the event of a two hour late start, licensed staff hours are 9:20 - 3:20.

Jordan Public Schools uses a telephone broadcast system that enables school personnel to notify staff by phone, text, or e-mail within minutes of an emergency or unplanned event that causes early dismissal, school cancellation or late start. Jordan Public Schools will continue to report school closings due to emergency or weather on WCCO radio (830) as well as local televisions channels 4, 5, and 11.

WCCO (830 AM) is the official station for notice of school closing, due to weather or other reasons. Also see Channel 4, 5, and 11 for further information. The announcements will be made as early as feasible.

What is flexible learning?

Flexible learning involves online or teacher-prepared lessons that students work on when away from the physical school building. By using one-to-one Chromebooks or other digital devices, and by making provisions for students without such devices, Jordan Public Schools (JPS) recognizes that education can continue even when students and teachers are not in the same location. Along with emphasizing the value of learning, the Flexible Learning Day encourages character growth in the areas of self-sufficiency, adaptability and perseverance.

What are the goals of JPS Flexible Learning Days?

- To minimize the disruption to academic progress caused with emergency school closures by making those out-of-school days as educationally productive and engaging as possible.
- To allow JPS's grade 5-12 students an opportunity to practice the kind of online learning that is increasingly part of both college study and workplace training.
- To maximize the use of JPS's one-to-one technology.

What does Flexible Learning look like at JPS?

- ***Students in grades K-4*** will have no planned academic requirements on these days. Enjoy some time outside and with family - play games, read books and enjoy some physical activity outside.
- ***Students in grades 5-12*** will complete assignments posted on Google Classroom, the school's online learning platform. <u>All assignments will be posted by 10:00 AM with teachers available to answer questions via email throughout the day until 3:00 PM.</u> It is understood that students will have a wide variety of responsibilities at home during Flexible Learning Days and that some may not have access to the internet. Staff members understand this and will be flexible with those situations. However, the expectation is that students will complete the work in a timely manner as developed between student and teacher.
- ***Students with disabilities***, as required under Chapter 125A, will have assignments designed to meet the needs of IEP/504 plans.
- ***Students and parents without home Internet access or with limited Internet access*** must inform teachers of this fact so that needed modifications to assignments and due dates can be made.

<u>How will families be notified that flexible learning is expected?</u>

If school is canceled, families, teachers, and students will receive an announcement about Flexible Learning expectations through the school messaging system. In addition, a notice will be placed on the JPS website, and *if possible*, the implementation of a Flexible Learning Day will be broadcast in conjunction with the school closing announcements on radio and television.

<u>How can parents and guardians help support student success with Flexible Learning?</u>

- Parents should visit with their child's teachers about how Flex Days will be handled for their classes and work out special arrangements, if needed, for a particular student prior to the first Flex Day. Families are asked to inform the teacher if they do not have Internet access at home since access to Google Classroom and completion of regular 5-12 assignments will require Internet access by the student.
- Parents of students in grades 5-12 are encouraged to access Google Classroom through the parent portal. Parents are welcome to contact the school for help in setting up their parent account.
- Parents, along with teachers and students, are asked to remember that Flex Days are designed to be flexible: if a child struggles with a concept or assignment and is unable to complete the work that day, parents should remind their son or daughter to communicate with the teacher the next day about how to meet requirements.
- Parents should contact teachers directly with any questions, concerns or frustrations they may have regarding Flexible Learning Day assignments.

How can teachers help support student success with Flexible Learning Days?

In preparation for Flex Days, JMS and JHS teachers have been asked to:

- Anticipate time requirements recognizing students learn at different paces, especially in an independent setting.
- Provide a timely plan, posting work for the day by 10 AM.
- Be present on Google Classroom and email to answer student questions during the Flexible Learning Day from 10 AM - 3 PM.
- Plan for self-directed, independent learning with specific consideration for age and individual learning needs.
- Customize learning opportunities especially in troubleshooting student challenges.
- Communicate with colleagues to ensure common expectations, communications and protocols.
- No required synchronous meetings can be scheduled with students.

What is required of teachers during Flexible Learning Days?

During Flex Days,I teachers have been asked to:

- Check Google Classroom and/or email throughout the Flexible Learning Day from 10:00 AM to 3:00 PM.
- Complete the *Flex Learning Day: School Closings Google Form* by 10:00 AM. This form will allow district administrators and staff to better answer questions from parents on student assignments and will allow administrative staff to better support your own personalized growth on this day.
- Continue your work as a team or individual on professional development topics

Sick Days:

All staff members, whether they need a substitute or not, should call Aesop or go online to enter an absence before 6:00 a.m. Teachers who have a planned absence can go online several days before the absence to ensure that a substitute is assigned. Teachers must supply lesson plans for the substitutes. They may be sent via e-mail or left in the classrooms in the Red Folder or teachers may leave their home number for the substitute to call. The office administrative assistants are not able to take or explain lesson plans during the very busy period at the beginning of the school day. Please make sure that your plans are updated on Google Classroom.

Student Activity Accounts:

Money should be deposited in the office as it is collected to avoid possible theft. When turning in money, teachers must include two copies of the school deposit slip and keep one for their own records. To access money in Student Activity Accounts, advisors must submit a Claim and Verification Form signed by themselves, an organization treasurer (student), and the high school principal.

Coaches and Advisors should keep in mind the following regarding student activity accounts:

- Student activity funds are used to account for dollars raised by the students **for the students**.
- Contributions to a student activity fund should be expended on activities for those students making the contributions in the year of the contributions whenever possible.
- Examples of **appropriate** expenditures for student activity accounts:

Supplies and materials	Transportation	Travel expenditures
Food	Lodging	Admission fees
Entertainment	T-shirts	Donations

- Examples of **inappropriate** expenditures for student activity accounts:

Office supplies	Textbooks	Library books
Assemblies for entire school	Office/school furniture	Employee gifts/awards
Faculty meetings	Faculty events	

Capital purchases funded by a student activity group become the property of the school district. Capital purchases are made by the school district using the same method other purchases are made:

A. Complete the Claim and Verification form (green sheet)
B. Attach receipts.
C. Get signatures of the Organization Treasurer, Advisor, and Principal.
D. Enter Purchase Order on SMARTeR

Study Halls:

Study halls must be run efficiently and discipline must be maintained. Please use the following procedures:

- Have a current seating chart.
- Take attendance, excuse those with passes to go elsewhere, and then excuse those going to the washroom, library, etc.
- Check passes of students when they return. Students should return at the end of the hour.
- Move about the room occasionally to provide instructional help and/or to encourage students to use their time wisely.
- Allow students to use the restroom one at a time if necessary.
- Do not leave the study hall unattended at any time.
- Use discretion when allowing students to work together so they do not disturb the rest of the students.

Substitute Teachers:

As we move into the 2022-2023 school year, we will not be requesting substitute teachers unless absolutely necessary in order to save money. We should be using the skills and tools we accrued during distance learning to have valuable lessons for students in a virtual format when you are gone. Substitute teachers are extremely important and quite often hard to get. When teachers have substitutes, they should be treated with great courtesy and consideration. Always leave detailed lesson plans and follow through on any notes regarding discipline problems that the substitute may have had. Lessons should be completed and uploaded to Google Classroom for students to follow. Each lesson on Google Classroom for substitute teachers should have a formative assessment at the end to check for understanding and work.

Supervision Assignments:

Teachers will be assigned one supervision over the course of the year. Efforts will be made to recognize teacher preferences. This is a contractual obligation and teachers should plan accordingly. In lieu of a supervision, shared teachers will be required to attend two conferences at the high school and two at the other building in which they teach.

Suspension/Expulsion:

Occasionally, student behavior merits suspension or expulsion. In this event, all procedures will be governed by MSA 127.26-127.40, commonly known as the Minnesota Pupil Fair Dismissal Act. Under the provisions of this law, students may be suspended or expelled from school for any of the following:

- Willful violation of any reasonable school board regulation
- Willful conduct which materially and substantially disrupts the rights of others to an education
- Willful conduct which endangers the student, other students, or school property

Students may be summarily suspended from school for one day by the principal. Students may be suspended for two to nine days by the principal. Expulsions may be for the remainder of the school year or less and may occur after the school board has held a hearing in accordance with the law.

Teacher Evaluation:

The purpose of teacher evaluation is to improve the quality of instruction, to foster professional growth, to provide administrative support, and to view the staff member and student body in learning situations.

The teacher evaluation process includes the following:

Professional Learning Communities:

The Jordan Public Schools Professional Learning Communities will:

- take on critical roles in peer reviews for both tenured and non-tenured staff.
- have one peer review a year that will be completed by someone within the PLC group through either a peer observation or portfolio review.

SMART Goal Writing:

Each year during the fall teacher workshop week, the Jordan School District will provide time toward writing SMART goals.

- Teachers will develop individual professional goals after completing a self-assessment based on the Charlotte Danielson model. SMART goals will evolve into a Professional Development Plan (PDP). Individual Professional SMART goal must relate to best practice and/or student achievement.
- PLCs will develop SMART goals based on District and building goals developed by the data team. PLC SMART goal must relate to student achievement.

PDPs and PLC SMART goals will be developed and submitted to the building principal by October 1st. During winter workshop, teachers will review each SMART goal with their PLC group and work together to implement classroom strategies that will work toward accomplishment of SMART goals.

Peer Reviews
The Jordan Public Schools will provide teachers with training on how to be a peer reviewer. Principals will train selected licensed teachers in each building during the first month of school. With the peer review process, teachers will ask other members of their PLC group to observe them once during the school year or conduct a portfolio review.

- All reviews will need to be completed prior to the month of May.
- The peer reviewer will have the option to video-tape the observation and review the observation at a later date/time.
- The Jordan Public Schools will pay the equivalent of two prep periods to a peer reviewer for conducting peer reviews during their prep periods based on the dollar amount specified in the Teacher Master Agreement.

Tenure Process:
Jordan Public Schools **tenured** staff will:

- follow the District's tenure three-year cycle process (See Teacher Evaluation Flowchart).
- participate in the peer review process.
- have an option to create and maintain a portfolio **or** choose to receive a formal observation by building administrator and collect artifacts showing progress toward meeting SMART goals. Portfolios and their artifacts will reflect the Charlotte Danielson's Teacher Evaluation Model/SMART goals.
- have the option for both a formal observation and portfolio.

Non-Tenure Process:
Jordan Public Schools **non-tenured** staff will:

- follow the District's non-tenured three-year cycle process (See Teacher Evaluation Flowchart).
- participate in the peer review process.
- create and maintain a portfolio to be presented to the building administrator in the 3rd year of the cycle. Portfolios and their artifacts will reflect the Charlotte Danielson's Teacher Evaluation Model/SMART goals.
- receive three formal observations during the first two years of the cycle and two formal observations and portfolio review in the third year of the cycle.

Tenured Teacher Cycle:
Jordan Public Schools will use the 2013-2014 test data to develop a baseline for the start of the teacher evaluation cycle. This data will be used for the 35% student achievement component beginning in 2014-2015 year. To culminate this process, staff will write an annual reflection/summary on student achievement progress.

Non-Tenured staff will receive the summative evaluation for all three years until granted tenure.

Following is the schedule for formal observations:

2022-2023	2023-2024	2024-2025	2025-2026
Beckman, Elizabeth (T)	Burnside, Logan (T)	Beckman, Steven (T)	Beckman, Elizabeth (T)

Casterton, Nick (T) Christ, Jeff (3) Dyrhaug, Kris (T) Gutzmer, Kevin (T) Leary, Lisa (T) Nylander, Ben (T) Peters, Amy (T) Rydberg, Tony (T) Stier, Lauren (2) Treml, Sydney (1) Whiteside, Robin (T) Walerius, Kelley (T)	Graf, Heidi (T) Jans, Anne (T) Koch, Randy (T) Martin, Bryan (T) McClellan, Stephen (T) Olson, Chris (T) Peters, Shane (T) Spies, Michelle (T) Stier, Lauren (3) Treml, Sydney (2) Weiers, Laura (T)	Brand, Jess (T) Geib, Janet (T) McKnight, Katie (T) Pivec, Megan (T) Rasmussen, Ryan (T) Rydberg, Rachel (T) Sand, Ozzie (T) Schipper, Margaret (T) Treml, Sydney (3) Urbanek, Matt (T) Wyckoff, Lisa (T)	Casterton, Nick (T) Christ, Jeff (3) Dyrhaug, Kris (T) Gutzmer, Kevin (T) Leary, Lisa (T) Nylander, Ben (T) Peters, Amy (T) Rydberg, Tony (T) Stier, Lauren (T) Whiteside, Robin (T) Walerius, Kelley (T

Teacher Hours:

The workday is an 8 hour day. Per the teacher contract, teachers can arrive between 7:15 and 7:45 and leave at the corresponding 8 hour time of 3:15 and 3:45. Teachers should be available for 7:30 meetings, help with students, etc. Teachers who may arrive late on occasion should call the principal. The principal should also be contacted if a teacher needs to leave the building during the day.

Telephones:

Telephones are for conducting school business. All incoming external calls go to voicemail (red light flashes) between 8:00 a.m. and 3:00 p.m. In the case of an emergency, staff members will be contacted by the office staff. Please return all calls within 24 hours. Students who are ill should not use classroom phones to have their parents excuse them; instead they should report to the office and the office staff will contact the parents. Instructions for setting up phones are posted on the district website under Staff Forms.

Textbooks:

Textbooks are expected to suffer a depreciation of twenty percent each year. New textbooks should be numbered. To prevent unnecessary wear, students should use protective covers on their books; the cloth book covers do not provide adequate protection. Covers are often available in the guidance office. Fines may be assessed to students for damaged books at the conclusion of the marking period. Tell students they should not put spiral notebooks and excessive amounts of paper in their books because that weakens the bindings. Teachers need to document the condition of the book when it is given to the student. Please document the number of the book that is issued to individual students and tell them to write their names in the book. Share that document with colleagues at semester if you teach the same class with a colleague.

Van:

Any use of the school van must be scheduled through Hope Mack at Extension 4221. Staff must have a bus driver's license to drive the mini-bus. District transportation must be used for conferences unless a staff member is leaving from home and the distance to the conference from the staff member's home is less than the distance to work and the conference.

Videos/Media:

The district mandates the following:

Films:

1. Teacher must have viewed films in advance of showing them to students.
2. No films above a PG13 rating may be shown in the high school.
3. Films with a rating of PG or PG13 may not be shown, unless approval is granted two weeks in advance by the principal.
4. Parents must be made aware of any films with a PG rating or higher to be shown. This notice may be by letter sent home with the students. The letter must include what in the film has resulted in the rating assigned.
5. Parents must have the option of requesting an alternative assignment for children when films with a PG rating or higher are approved for use. Parents must notify the school with a note sent with their child, email, or phone call to the principal or teacher.
6. Films being shown in a class must be related to the curriculum. Any films taken off of TV or elsewhere, which don't have a rating attached to them, must be approved in advance by the building principal.
7. No films may be used as a "reward" without the prior approval of the principal.

Books:

1. Teachers must have read any book to be used in a class as a group activity.
2. No book with profanity or lewd innuendos may be used without prior approval of the principal.
3. Parents must be made aware of any book being used with any of #2 above included in the book. This notice may be by letter sent home with the students.
4. High school teachers will notify parents at the start of the year of any books, other than textbooks, that will be used as reading material for the entire class during the year. Should a book not on the list be selected to be used at a later date, parents will be notified in advance.
5. Parents must have the option of requesting an alternative assignment for their children when books with any of #2 or #4 above apply.

Withdrawal from School:

Any student withdrawing from school will have a form completed on which each teacher will indicate the grades, material checked in, etc. Students will do this on their last day present. When teachers initial a withdrawal slip, this should indicate that the books have been returned. If the student has not checked in books or other materials, indicate on the form the name of the book, book number, and value. Prior to withdrawal from school, students between the age of 16 and 18 must meet with school officials and sign a statement listing the reasons for their withdrawal. Students under the age of 18 must have written permission from their parents to withdraw.

Data Warehouse:

eduCLIMBER is our new cloud-based data warehouse system. It was created by educators for educators so the format is designed to be efficient and accurate. We will manage both our academic and behavioral data in one system --- assessments, discipline, attendance, grades

will all be available. eduCLIMBER was created to provide necessary information for data analysis and system change. It is linked to your Google account and can be accessed at educlimber.com (district ID is 1256).

Appendix A:

Major/Minor Behavior Incidents

Abuse of Technology

Classroom Management

- Accessing inappropriate websites
- Taking pictures
- Playing games
- Changing settings

Office Referral

- Damaging equipment
- Highly inappropriate websites (i.e., pornography)
- Assault/Staff or Student: Automatic Office Referral

Bullying

Classroom Management

- Sharing rumors
- Exclusion from a group assignment
- Verbal taunts

Office Referral

- Physically/verbally intimidating
- Repeated verbal taunts
- Physical/verbal threats
- Spreads rumors repeatedly
- Purposefully damages a reputation

Cyber Bullying: Automatic Office Referral

Disruptive Conduct

Classroom Management

- Throwing objects
- Blurting out loud
- Continual talking in class
- Off task behaviors
- Deliberate release of bodily functions
- Sleeping in class

Office Referral

After repeated refusal to follow redirection, student is referred to the office as disorderly conduct or insubordination

Disorderly Conduct: Immediate Office Referral

Electronic Devices

Classroom Management

- Use of cell phone or electronic device without permission
- Taking pictures/videos
- Using headphones

Office Referral

- Taking pictures in the locker room
- Refusal to comply with a teacher's request constitutes insubordination

Fighting: Immediate Office Referral

Harassment/Threats: Immediate Office Referral

Hazing: Immediate Office Referral

Improper Dress: Immediate Office Referral: Automatic Office Referral

Nuisance Objects

Classroom Management

Minor objects that are distracting but not dangerous and include paper airplanes, rubber bands, erasers, noisemakers, laser pointers, etc.

Office Referral

Objects that are distracting and dangerous like stink bombs, water balloons, silly string, lighters, and fire crackers

Plagiarism/Cheating

Classroom Management

- All examples of cheating (sharing documents, copying papers, etc.)

Office Referral

- Repeated cheating
- Taking a picture of a test with a cell phone

Theft/Buying or Receiving Stolen Goods: Automatic Office Referral

Unnecessary Use of Physical Force

Classroom Management

- Good natured rough housing
- Yanking backpacks
- Pulling a chair out from under a student
- Elementary "poking" behaviors

Office Referral

- Excessive physical force
- Behavior that could escalate later in the day
- Pushing in anger
- Behavior that could result in injury

Possession of Tobacco, Matches or Lighter: Automatic Office Referral

Use/Possession of Chemicals, Alcohol or Items Intended to be Used as Mood Altering: Automatic Office Referral

Vandalism

Classroom Management

- Writing on a desk
- Drawing on posters

Office Referral

- Damaging another student's materials
- Breaking equipment/furniture
- Using permanent marker on school property

Vulgar Language

Classroom Management

- Swearing in a nonthreatening manner
- Accidental slip of a swear word
- Writing vulgar language in their notebooks
- Inappropriate conversations with a peer that can be overheard

Office Referral

- Use of the "F" word
- Swearing directly at a teacher or peer in anger
- Gang related conversation and symbols

Weapons: Possession or Distribution: Automatic Office Referral

Appendix B:

Jordan students will follow the Jordan High School PRIDE expectations

P reparedness

All students will. . .

- Be on time…take care of personal needs during passing time
- Come to class with all needed materials
- Complete assignments/projects in the scheduled time frame

R espect

All students will. . .

- Respect themselves, staff, peers and all property
- Use classroom resources and technology appropriately
- Use appropriate language/gestures/sounds etc.

I ntegrity

All students will. . .

- Maintain the academic integrity of their work
- Work to maintain the integrity of our school culture
- Make good decisions – Choices matter, decisions have either rewards or consequences
- Be honest about communication with your parents and other teachers
- Do the "right thing" at all times, even when no one is watching

D ependability

All students will. . .

- Consistently attend classes
- Actively participate in classes
- Complete work on time to the best of their ability
- Take responsibility in their education

E xcellence

All students will. . .

- Strive to be positive role models and leaders
- Grasp the opportunity to grow and learn
- Challenge themselves to exceed expectations
- Monitor individual progress by checking grades online
- Use class time wisely

Appendix C:

610 FIELD TRIPS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

The general expectation of the school board is that all student trips will be well planned, conducted in an orderly manner and safe environment, and will relate directly to the objectives of the class or activity for which the trip is requested. Student trips will be categorized within three general areas:

A. Instructional Trips

Trips that take place during the school day, relate directly to a course of study, and require student participation shall fall in this category. These trips shall be subject to review and approval of the building principal and shall be financed by school district funds within the constraints of the school building budget. Fees may not be assessed against students to defray direct costs of instructional trips. (Minn. Stat. § 123B.37, Prohibited Fees)

B. Supplementary Trips

This category pertains to those trips in which students voluntarily participate and which usually take place outside the regular school day. Examples of trips in this category involve student activities, clubs, and other special interest groups. These trips are subject to review and approval of the activities director and/or the building principal. Financial contributions by students may be requested. (Minn. Stat. § 123B.36, Authorized Fees)

C. Extended Trips

1. Trips that involve one or more overnight stops fall into this category. Extended trips may be instructional or supplementary and must be requested well in advance of the planned activity. An extended trip request form must be completed and approved at each level: student, principal, superintendent, and school board. Exceptions to the approval policy may be granted or expedited to accommodate emergencies or contingencies (e.g., tournament competition).
2. The school board acknowledges and supports the efforts of booster clubs and similar organizations in providing extended trip opportunities for students.

III. REGULATIONS

A. Rules of conduct and discipline for students and employees shall apply to all student trip activity.

B. The school administration shall be responsible for providing more detailed procedures, including parental involvement, supervision, and such other factors deemed important and in the best interest of students.

C. Transportation shall be furnished through a commercial carrier or school-owned vehicle.

D. An employee may use a personal vehicle to transport staff or personal property for purposes of a field trip upon prior, written approval from administration.

E. An employee must not use a personal vehicle to transport one or more students for purposes of a field trip.

1. If immediate transportation of a student is required due to an emergency or unforeseen circumstance, such as the illness or injury of a child, and the transportation does not constitute regular or scheduled transportation, a personal vehicle may be used. To the extent a personal vehicle is used, the vehicle must be properly registered and insured.

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

IV. SCHOOL BOARD REVIEW

The superintendent shall at least annually report to the school board upon the utilization of trips under this policy.

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

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

Appendix D:

526 HAZING PROHIBITION

I. PURPOSE

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

II. GENERAL STATEMENT OF POLICY

A. No student, teacher, administrator, volunteer, contractor, or other employee of the school district shall plan, direct, encourage, aid, or engage in hazing.

B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate hazing.

C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.

D. This policy applies to behavior that occurs on or off school property and during and after school hours.

E. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.

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

III. DEFINITIONS

A. "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other purpose. The term hazing includes, but is not limited to:

1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking, or placing a harmful substance on the body.
2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product, or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame, or

humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.

5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.

B. "Student organization" means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. REPORTING PROCEDURES

A. Any person who believes he or she has been the victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy.

B. The building principal is the person responsible for receiving reports of hazing at the building level. Any person may report hazing directly to a school district human rights officer or to the superintendent.

C. Teachers, administrators, volunteers, contractors, and other employees of the school district shall be particularly alert to possible situations, circumstances, or events which might include hazing. Any such person who receives a report of, observes, or has other knowledge or belief of conduct which may constitute hazing shall inform the building principal immediately.

D. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades, or work assignments.

V. SCHOOL DISTRICT ACTION

A. Upon receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.

B. The school district may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of hazing.

C. Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements, applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act, school district policies and regulations.

VI. REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who retaliates against any person who makes a good faith report of alleged hazing or against any person who testifies, assists, or participates in an investigation, or against any person who testifies, assists, or participates in a proceeding or hearing relating to such hazing. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

VII. DISSEMINATION OF POLICY

This policy shall appear in each school's student handbook and in each school's Building and Staff handbooks.

Legal References: Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention [Applicable to Students and Staff])

Appendix E:

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to fully comply with Minn. Stat. § 626.556 requiring school personnel to report suspected child neglect or physical or sexual abuse.

B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

III. DEFINITIONS

A. "Accidental" means a sudden, not reasonably foreseeable, and unexpected occurrence or event which:

1. is not likely to occur and could not have been prevented by exercise of due care; and
2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.

B. "Child" means one under age 18 and, for purposes of Minn. Stat. Ch. 260C (Child Protection) and Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18).

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

D. "Mandated reporter" means any school personnel who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years.

E. "Neglect" means the commission or omission of any of the acts specified below, other than by accidental means:

1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health, medical, or other care required for the child's physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;

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

Neglect does not include spiritual means or prayer for treatment or care of disease where the person responsible for the child's care in good faith has selected and depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child's health.

F. "Nonmaltreatment mistake" means: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the

facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.

G. "Physical abuse" means any physical injury, mental injury, or threatened injury, inflicted by a person responsible for the child's care other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. § 121A.67 or § 245.825.

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

Actions which are not reasonable and moderate include, but are not limited to, any of the following that are done in anger or without regard to the safety of the child: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions which result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child's behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (9) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying, caging, or chaining; or (10) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minn. Stat. § 121A.58.

H. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.

I. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration as well as sexual contact. Sexual abuse also includes any act

involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution, or use of a minor in a sexual performance. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation which requires registration under Minn. Stat. § 243.166, Subd. 1b(a) or (b) (Registration of Predatory Offenders).

J. "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.

K. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.

L. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

IV. REPORTING PROCEDURES

A. A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years to the local welfare agency, police department, county sheriff, or agency responsible for assisting or investigating maltreatment.

B. If the immediate report has been made orally, by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assisting or investigating maltreatment. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.

C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a

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

D. A mandated reporter who knows or has reason to know of the deprivation of parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.

E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.

F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.

G. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.

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

[Note: The Minnesota Department of Education (MDE) is responsible for assessing or investigating allegations of child maltreatment in schools.]

V. INVESTIGATION

A. The responsibility for investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county, state, or local agency or agencies. The agency responsible for assessing or investigating reports of child maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged perpetrator, and any other person with knowledge of the abuse or neglect for the purpose of gathering the facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of a school official. The investigating agency, <u>not</u> the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the

notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.

B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property will be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.

C. Except where the alleged perpetrator is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.

D. Where the alleged perpetrator is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.

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

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

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

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

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

VIII. DISSEMINATION OF POLICY AND TRAINING

A. This policy shall appear in school personnel handbooks.

B. The school district will develop a method of discussing this policy with school personnel.

C. This policy shall be reviewed at least annually for compliance with state law.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.67 (Aversive and Deprivation Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd. 4, Clause (5) (Child in Need of Protection)
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

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

Wage Disclosure Protection Law:

Notice to employees – Under the Minnesota Wage Disclosure Protection law, you have the right to tell any person the amount of your own wages. Your employer cannot retaliate against you for disclosing your own wages. Your remedies under the Wage Disclosure Protection law are to bring a civil action against your employer and/or file a complaint with the Minnesota Department of Labor and Industry at 651-284-5070 or 800-342-5354.

Assurance of Compliance Information

Board Policies

- A complete list of board policies – including those being reviewed, revised, and adopted – is provided on the District website. All staff are responsible for reviewing and understanding all board policies. Of particular importance, all staff are required to read and understand the following policies:
    - Directory Information *(see staff and student handbooks)*
    - **502:** Search of Student Lockers, Desks, Personal Possessions, and Student's Person
    - **505:** Distribution of non-school sponsored materials
    - **506:** Student Discipline
    - **503:** Student Attendance
    - **514:** Bullying Prohibition Policy
    - **602:** Organization of School Calendar and School Day
    - School Cancellation Policy *(noted in employee contracts)*
    - **420:** Students and Employees with Communicable and Infectious Diseases
    - **413:** Harassment and Violence
    - **501:** School Weapons Policy
    - **419:** Tobacco-Free Environment
    - Student/Parent Rights Under FERPA *(see staff and student handbooks)*
    - Parents Right to Review Curriculum/Texts *(see staff and student handbooks)*
    - **524:** Internet Acceptable Use and Safety Policy
    - Telephone Numbers and/or Email addresses *(see staff and student handbooks)*
    - Asbestos Update Report *(See Health and Safety Policy and Jordan Journalist)*
    - School District Security Policy *(see Emergency Action Plan)*
    - **402:** Disability Nondiscrimination Policy
    - Equal Access to Programs (Inclusive Education)
    - Student Accident Report Procedure *(see building nurse procedures)*
    - Clean Indoor Air Act *(See Health and Safety Policy and Jordan Journalist)*
    - Emergency Closing Procedures *(noted in employee contracts)*
    - **806:** Crisis Management Policy
    - **526:** Hazing Prohibition
    - **531:** The Pledge of Allegiance
    - Pesticide Application Notice *(See Health and Safety Policy and Jordan Journalist)*

- **520:** Student Surveys
- **529:** Staff Notification of Violent Behavior by Students
- **407:** Employee Right to Know - Exposure to Hazardous Substances
- Employee I9 Form *(refer to hiring packet)*
- Workers Comp. Notification *(noted in employee contracts)*
- **418:** Drug Free Workplace / Drug Free School
- **904**: Distribution of materials

In order to provide more specific and convenient information, the district has prepared a simple tutorial for your review regarding the following:

- Human Rights Officer
    - The Governing Board designates Ranae Evenson as the District Human Rights Officer to receive reports or complaints of harassment or violence, hazing, bullying, and also responsible for coordinating Title IX and Section 504/ADA concerns. The Human Rights Officer may delegate investigations of complaints as deemed appropriate. If the complaint involves the District Human Rights Officer, the complaint shall be filed directly with the Executive Director. Katie Pekarna-Damlo 500 Sunset Drive, Suite 1, Jordan, MN 55352 Telephone: 952-492-4379 e-mail: kdamlo@isd717.org.
- Drug and Alcohol Testing for Type III Vehicle Drivers
    - Minnesota state law includes various regulations pertaining to the transportation of students. These regulations may include, but are not limited to, required certification training, background checks, safety equipment, safety procedures, etc. The Executive Director and his/her designee shall oversee and direct the transportation program. The District reserves the right to request a Drug & Alcohol test of any Type III driver involved in an accident while operating a district vehicle. If the accident involves the loss of human life or if the driver receives a citation for a moving traffic violation arising from the accident which results in bodily injury or disabling damage to a motor vehicle, Drug & Alcohol testing of the driver is mandatory, in accordance with MN state statutes. The complete policy #709 - Transportation by School Vehicles is available on the website.
- Grievance Procedure for filing Complaint, Comment or Concern Harassment & Violence, Section 504, Title IX
    - Any person who feels they have been inappropriately denied Section 504 or Title IX services, or have been a victim of religious, racial, sexual or other forms of harassment or violence by a pupil, teacher, administrator or other school

personnel should report the alleged acts immediately to an appropriate District official designated by this procedure. The District encourages the reporting party or complainant to use the report form available from the Administrator of each building or available from the administrative office, but oral reports shall be considered complaints as well. Nothing in this procedure shall prevent any person from reporting grievances or alleged acts directly to the District Human Rights Officer or the Executive Director.

- Reprisal
    - The District will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who makes a good faith report of alleged religious, racial, sexual or other forms of harassment or violence, or a grievance for Section 504 or Title IX services, or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such grievance. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.
- Hazing Prohibition Policy
    - A. No student, teacher, administrator, volunteer, contractor or other employee of the District shall plan, direct, encourage, aid or engage in hazing.
    - B. No teacher, administrator, volunteer, contractor or other employee of the District shall permit, condone or tolerate hazing.
    - C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
    - D. This policy applies to behavior that occurs on or off school property and during and after school hours.
    - E. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.
    - F. The District will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the District who is found to have violated this policy. The complete policy #526 - Hazing Prohibition is available on the District website.
- Staff Notification of Violent Behavior by Students
    - The purpose of this policy is to address the circumstances in which data should be provided to classroom teachers and other school staff members about students with a history of violent behavior in order to serve the student and

protect students and staff members. The policy incorporates a written notice to assure that appropriate data are made available to school staff members and to guarantee an accurate record of data provided. Each classroom teacher of a student with a history of violent behavior will receive written notification from the administration prior to placement of the student in the teacher's classroom. In addition, notice will be given by the administration to other school staff members who have a legitimate educational interest. The notice given to school staff must be in writing and must include the following: name of student, date of notice, the history of violent behavior, and a reminder of the private nature of all the data provided. The notice may include if appropriate: an explanation of what occurred in each incident, types of situations that might trigger violent behavior, successful strategies or interventions, and documents that the staff member may review to assist understanding of the student (e.g. IEP or 504 plan). The complete policy #529- Staff Notification of Violent Behavior by Students is available on the District website.

- Use of Personal Equipment
    - The District prefers that individuals do not bring their personal electronic devices for use in the District's schools. The District accepts no responsibility or liability for the loss, theft, or damage to the devices. Individuals who bring these items to school do so at their own risk.

Bottom of Form

Executive Summary: Required Increase to Adult Breakfast/Lunch Prices

Amy Hafemann, Finance Director

School Districts received information last week in the School Nutrition Programs bulletin regarding required pricing for adult meals to cover the full cost of the adult meal.

The "required minimum meal prices for adults" for the 2022-23 school year are :
- **Breakfast - $2.25**
- **Lunch - $4.95**

The district's current adopted pricing for adults is $2.25 breakfast and $4.10 for lunch.

Effective with the start of the 2022-23 school year, the adult pricing will remain at $2.25 for breakfast and shift to $4.95 for lunch, reflective of the requirement.

717 JORDAN PUBLIC SCHOOLS

RANAE CASE EVENSON
Superintendent of Schools
revenson@isd717.org

August 8, 2022 Board Report

- Thank you for your incredible support and partnership! Below you will find the Superintendent's Monthly Board Report.

Back to School Update

- We continue to fill open staffing positions as we prepare for our students.
- Communications to staff and families will be on-going throughout August as we near the first days of school. We are so excited to see them at our Open House Events!
- Our custodial team has been hard at work preparing classrooms with annual cleaning and maintenance projects. We thank them for their incredible teamwork on this during the summer months, knowing our buildings have been busy with students in summer programs. There has been a lot of painting and tiling this summer!
- Fall activities are right around the corner, starting August 15th. We are excited to have the kids back on campus and are ready to cheer them on this fall! It's also time to update Booster Club Activity Passes, which are on sale now on the Booster webpage or social media links.
- We continue to monitor class sizes, as we do each August as students register. Kindergarten is stable at this time, however, it is an area we continue to monitor.
- As we kick off our new year and new Strategic Plan, our theme for the year is "Grow your Jordan PRIDE!" We ALL have a role to play in making this vision a reality and for the plan to really come alive for our students.

Staff Workshop Update

- This year's Fall Workshop Schedule began with Flex Workshop Days on July 26 and August 3. (The final Flex Workshop Day is August 19.)
- On Thursday, August 18, New Teacher and New Staff Workshop kicks off with our annual breakfast provided by The Feed Mill Restaurant (at JMS), community tour, new staff training,and mentor/mentee collaboration.
- On Monday, August 22, all district staff will report for workshop week. This year, workshop week will look similar to last school year. Feedback from staff last fall indicated appreciation for starting workshop week in their buildings, with their teams and principals to prepare for students. District level meetings occur later in the week.
- Our district breakfast and kick off is Thursday, August 25. Board members that are able to attend are invited!

District Office: 500 Sunset Drive, Suite #1, Jordan, Minnesota 55352
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OUR MISSION
Inspire a caring community to ignite learning, innovation, and success for all!

Important Dates and Upcoming Events

- August 2 - August 16 at 5:00pm - School Board Affidavit filing period
- Aug 8 - Regular Board Meeting
- August 15 - Fall Activities begin- Fall Parent-Athlete-Coach Meeting - 6:00pm at JHS Auditorium
- Aug 17 - JMS Jump Start (Grade 5)
- Aug 24 - JHS & JMS Open House - 3:30 - 7:30pm
- Aug 25- Back to School Breakfast, 7:30-9:00am (JHS Commons)
- Aug 29 - First day of school for grades 5 - 9, digital day grades 10 - 12, Kickstart to Kindergarten, grades 1 - 4 conferences
- *Aug 29 - Confirmed Joint School Board and City Council Meeting, CERC 6:30pm* Aug 30 - First day in person grades 10 - 12, Kickstart to Kindergarten, grades 1 - 4 conferences
- Aug 31 - First day of school for grades 1 - 4
- Sept 5 - No school: Labor Day
- Sept 6 - First day of school Kindergarten and Preschool

Enrollment Update

- As of August 1, 2022: 1843 students - EC through grade 12
- 22-23 EC-12 monthly enrollment data

High School Board Notes
August 8, 2022

Improve Student Achievement, Learning and Career and College Readiness

- We continue to plan for the 7th year of our Freshman Focus for our incoming 9th grade students. We are excited to have Mr. Christ jump in with new ideas and perspectives for helping our newest students transition to JHS. This has proven to be an excellent kick off to high school.
- Back to school workshop activities will focus on the "Grow your Jordan PRIDE" theme. We will continue to spotlight relationships with students and families in all we do at JHS.
- There will also be a focus during our workshops to get back to basics. Meaning that we are going to use good Tier 1 instructional strategies to meet the needs of our students.
- The second session of summer school ends on July 29th. It appears that we will have over 35 students earn a credit this session. Students will have earned over 75 credits combined during the two summer school sessions.

Provide a safe and collaborative culture in which to learn and work

- Both the Parent/Student Handbook and the Staff Handbook have been updated. Teachers will review the handbook with students at the beginning of the year and students and parents will sign a document stating they have reviewed the document.
- Mr. Christ, our new Dean of Students, has been in the office and working assisting on school year planning and preparation. We are reviewing our policies and procedures to develop a cohesive plan for the year.
- Thank you to our custodians. Our building has been fully cleaned and is ready for students. They have done a great job of doing the summer deep clean efficiently and effectively.

Improve Community Connection, Satisfaction, and Engagement

- Open House will occur on August 24th. The number of parents who participated increased over the past few years with the food trucks and more informal atmosphere. We look forward to seeing our students and families on this day.
- We are excited about the speakers that we have lined up for the school year to meet with our students and families. The goal is to have at least one community speaker a month for our families. These speakers will come in one of three modes (in-person, virtual, asynchronous presentation).
- Welcome back letters will be sent out in early August to staff and students. Student schedules will go live on Infinite Campus by August 12th. We are excited to get the 2022-2023 school year going!

Integrate data-informed instruction, assessment and learning as a core competency in every classroom

- Teachers have attended or will be attending the summer flex workshop day. Our first flex day was a great success. Staff were able to begin planning for the coming school year and collaborate with peers. We are looking to expand on our communication plan and syllabus creation of last school year.
- We filled the following positions over the summer: Dean of students and business teacher. We will be interviewing over the next few weeks for paraprofessionals.
- Our data team and staff will meet in August to set our building goals for the upcoming school year.

717 JORDAN PUBLIC SCHOOLS

BEN BAKEBERG
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Jordan Middle School Board Report
August 8th, 2022

Improve Student Achievement, Learning and Career and College Readiness

- Ongoing planning for the start of the school year. Year will focus on the district theme of "Grow your Jordan PRIDE."
  - Heavy focus on relationships and connections.
  - Research based teaching and learning practices.
  - Staff will continue to plan based on student needs.
- Planned and hosted first two flex day trainings for staff. Focus of these flex days were on restorative practices, family communication, grading and syllabus work.

Integrate data-informed instruction, assessment, and learning as a core competency in every classroom

- Updated Parent/Student Handbook for the 2022-2023 school year.
- Updated Staff Handbook for the 2022-2023 school year.
- JMS will continue to focus on effective Tier 1 instructional strategies.
  - PBIS committee continues planning and implementation of best practice approaches to address student needs.

Provide a safe and collaborative culture in which to learn and work

- Please welcome the following people to the JMS Team!
  - Chania Ruehling-SPED
  - Kyle Johnson-PE/Health and Head Girls Basketball
  - Kevin Schepers-Middle School Technology
  - Becca Williams-SPED
  - Josh Altermatt-8th Grade Math
  - Maria Hennen-Middle School Spanish
  - Emma Adamek, SPED
  - Cassidy Capriglione, Social Worker
- The PBIS committee hosted a training session for all staff about Tier 1 behavior strategies.

Improve community connections, satisfaction, and engagement

- JMS website has been reviewed and is in process of editing.
- Communication was sent to 5th grade families about Jumpstart on August 17th.
- Welcome communication was sent to new families that have registered at this point.
- Planning for JMS & JHS Family Resources Night (Open House) is finalized and communicated to families. See below:
  - Back to School Resource Night (Open House Night)
    - Grades 5-8 at JMS, 9-12 at Jordan High School
    - Wednesday, August 24th from 3:30-7:30 pm-at both buildings
    - Enjoy food from one of the food trucks in the middle school bus lot!
    - Pick up your child's chromebook from the Middle School Commons
    - Visit community and school informational booths in the Middle School Commons.
    - Pick up and complete your "Welcome Back Checklist" to include the below items:
      - Fall Pictures in middle school Mat Room

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        - Welcome back and overview of school year video from Mr. Bakeberg
        - 5th Grade Parent Meeting at 5:00pm
        - Pick up student schedule, walk classes, and practice lockers
        - Load your student locker with your supplies
        - Meet advisory teacher and pick up needed forms
        - Attend a tech training (Infinite Campus, Google Classroom, and Study Island)
- Providing tours and answering questions of prospective families.

717 JORDAN PUBLIC SCHOOLS

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MELISSA BARNETT
Principal, Jordan Elementary School
mbarnett@isd717.org

Jordan Elementary School
JES Principal Summary for August 2022

Throughout the course of the summer, our focus has been reviewing programs, processes, schedules and planning for the fall. We are very excited to see students at the end of August and to collaborate as a staff to have a successful start to a new school year. I continue to give tours and assign new students to classrooms. Ms. Evenson and I will continue to monitor Kindergarten enrollment as we move through the month of August with a total number of 128 students currently enrolled in Kindergarten.

Below is a summary of the summer work being done to address the district's strategic plan during the months of July and August:

Improve student achievement, learning and career and college readiness

- Finalizing student assignments/class lists to create optimal teaching and learning environments
- Completed JPS Literacy Plan with Dr. Erin Hjelmeland, Director of Teaching and Learning, which was submitted to MDE
- Working on Title grant with Amy Hafemann to determine budget allocations for salaries/benefits and programming
- Continuing to work with the admin academic team to review and revise our Multi-Tiered System of Support (MTSS) process and forms and how to best serve and support students in meeting their academic and behavioral needs
- Teachers have been attending summer Flex Days to learn more about Restorative Practices
- JES teachers attended optional Wonders PD day on Aug. 2nd to dive deeper into the reading curriculum

Integrate data-informed instruction, assessment and learning as a core competency in every classroom

- Analyzing the effectiveness of our MTSS process by using quantitative data from grade level and standardized assessments, as well as qualitative data from PLCs and committee conversations
- Completed a needs assessment of our MTSS process in order to identify areas of strength and needed growth

Provide a safe and collaborative culture in which to learn and work

- Working with Greg Dietel on finalizing staff presentation for workshop week on team building and creating a collaborative culture and fun working environment

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- Collaborating with admin team to finalize workshop week training sessions and professional development needs for the school year

Improve community connections, satisfaction, and engagement

- Collaborated with Elise Pickle, Communications Specialist, and K team in creating key messaging for families regarding Countdown to Kindergarten
- Revised 2022-2023 JES Family/Student and Staff Handbooks and will share with the school community on website and during workshop week.
- Embedded the District's new strategic plan into the Parent and Staff Handbooks to share the vision and goals we'd be working towards over the next five years

717 JORDAN PUBLIC SCHOOLS

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DR. ERIN HJELMELAND
Director of Teaching and Learning
ehjelmeland@isd717.org

Executive Summary

Director of Teaching and Learning

August 2022

Overarching Framework for Staff Development Goals: This year's priority is focusing on fostering teaching strategies that support a 21st century curriculum coinciding with today's reality of COVID learning loss and mental health challenges.

Framework for Staff Development	GROW YOUR JORDAN PRIDE "Education is the single most important job of the human race." -- George Lucas	
	WHY	The constituents of Jordan Public Schools require innovative skills, and the education system needs to evolve in order to meet the demands of the 21st Century workplace. Jordan Public Schools will respond by creating an Inquiry focus with an emphasis on exploratory and elective based learning pathways.
	WHAT	A 21st Century curriculum focused on standards based instruction.
	HOW	**Teaching strategies based on best practice with a focus on MTSS Tier One Instruction to support all learners.**
	STRUCTURE	K-12 Academy Pathways based in Experiential Learning *(developing)*.

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Improve Student Achievement, Learning and Career and College Readiness

2022-2023 Professional Development Plan

- **Back to School**
  - Many of the training sessions during workshop week will be in an **asynchronous** format to be completed at a time that fits personal schedules and needs. The asynchronous JWIN training sessions include mandatory sessions like Vector Trainings, general overviews of a few new programs available to teachers, and a few other offerings. The scheduled **synchronous** training sessions will focus on district level "Nuts and Bolts" along with building level specific needs. It is important to reaffirm and establish many of our norms, procedures, and what is best instructional practices to set a solid foundation before we move forward into the new year.
- **New Staff Orientation - August 18**
  - Agenda Includes:
    - Welcome to Jordan!
    - **New Teacher Orientation**
      - Mentor Mentee Work Time
      - Jordan Overview: Procedures, Building Specific Work, Goals, etc.
- **Back-to-School Workshop - August 22 - August 25**
  - **Learning Target -** Staff will implement teaching strategies throughout MTSS Tier One Instruction that support best practices to meet the various needs of all learners.
  - Finalized agenda will be released early August.
- **Summer Events**
  - **Summer Flex Workshop Options - July 26, August 3, and August 19**
    - Teachers must attend ONE of these sessions.
    - Agenda Includes: Restorative Practices and Building Specific Development
  - **Data Retreat - August 9**
    - Agenda Includes: eduCLIMBER Training, Data Review, and Goal Setting aligned to World's Best Workforce
  - **Optional WONDERS Training - August 2**
    - Agenda Includes: Reinforce Wonders elements and dig deeper into curriculum programming

Southwest Metro's E-Learning Enterprise (SEE) - This online option will still be available for families next year; however, we are making plans expecting a lot of our current SEE families to come back on-site at Jordan Public Schools next year.

- This **communication** and a couple follow up messages were sent to current SEE families to start future planning and transition students back on-site.

Integrate Data-Informed Instruction, Assessment and Learning as a Core Competency in Every Classroom

Data Retreat -- The Data Retreat is scheduled for August 9, 2022.

- Data Team members from each building will attend this meeting with the purpose of understanding the district's overall data picture, create building and district goals based on this data, and set the 2022-2022 testing schedule.
- **Rough Agenda**

Teacher and Educational Resources -- Curriculum resources are still being purchased and updated for the 22-23 school year. These purchases and updates are based on teacher requests and current best practices.

- Additional professional development will be provided for resources as needed to support teachers.

Provide a Safe and Collaborative Culture in which to Learn and Work

Building Feedback

- My goal is to continue joining building level staff meetings to continually foster feedback to use in the district's professional development opportunities.

District Staff Development

- The first 2022-2023 District Staff Development meeting will take place during fall workshop week. The focus of this group is to be a voice for building committees at the district level.
- A goal this year is to have the district and building staff development committees take a larger role in helping to create professional development opportunities at the building and district levels. Professional development is focused on teachers to help support students, so those teachers need to have a voice in the process.
- **MTSS and District Staff Development -** As the year progresses, the district MTSS and Staff Development teams will start to meet together as we focus on meeting the needs of teachers to better support all learners.

Improve Community Connection, Satisfaction and Engagement

Curriculum and Technology Integration Advisory Council --

- Information Available on the Website - https://www.jordan.k12.mn.us/domain/60
- Mark Your Calendars - The council meetings will resume in October of the 2022-2023 School Year.

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STEVEN JENSEN
Director of Community Education and Recreation
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COMMUNITY EDUCATION & RECREATION
8/08/2022 BOARD REPORT

Director's Message:
Community Ed and Rec is winding down the summer with a few more camps and classes yet to go. We have a few more art and science classes, as well as a few tumbling, Band lessons, and basketball camps yet to go. Our families have supported Community Education in a big way this summer. As we transition to the fall we have many more programs and we are excited to get going. Our fall brochure will be hitting homes next week.

Jordan's clay target team had another outstanding year. We had 11 students compete in the State and national tournament. This program continues to grow and compete at the highest level. Thank you to the families and coaches to keep this program growing and their continued success. Please take a look at the latest article in the Jordan Independent.

Run of the Mill:
We are planning the Run of the Mill for September 10, 2022. Registration is open on the Community Education Website. The deadline is set for August 30.

Jordan Craft and Gift Show:
We are planning for the Jordan Craft and Gift show on October 8. We currently have 47 vendors registered, and there is still room for more. Registration can be found on our Community Education and Recreation Website under events.

Early Learning:
Last week of our summer preschool program. It has gone really well. We utilized nutritional services for meals and snacks during this time. They attended four different field trips. Attendance was strong for the first two weeks, but has since dwindled with the last two weeks. The program was 8 weeks total.

Cleaning is underway in our wing as well as some painting projects to freshen up the rooms.

Kids Co/Early Ed:

Fall registration is underway. Summer programming has three weeks left.

717 JORDAN PUBLIC SCHOOLS
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KELLY RASER
Nutritional Services Director
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Nutritional Services Director's Report
8/8/22

July Highlights

- Direct Certification letters were sent home to the qualifying families. Nearly 500 students automatically qualify for free school meals this year!
- Summer meals have been going very well! Inventory was used from all three schools to feed students this month.
- Campus 2.0 Food Service update is underway! This option through Infinite Campus allows our changes to our POS systems to be made from one central location (cloud based software). This was a much needed update!

Upcoming projects

- Final finishes are coming to the breakfast and lunch cycle menus
- Snack cart menu is in the process of being added to the Nutritional Services website
- Catering opportunities in August just keep coming! We are currently planning 7 different events in August!

717 JORDAN PUBLIC SCHOOLS

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CHAD WILLIAMS
Director of Special Services
cwilliams@isd717.org

Board Meeting 08.08.22

Jordan School District #0717
Special Services Department Update:

Improve Student Achievement, Learning and Career and College Readiness:

- I have been communicating with new and current staff throughout the summer. We are preparing them with access to our online special education system, getting their devices, and having them meet with building sped staff to prepare schedules for the 2022-2023 school year.
- Staff have been working hard on scheduling students for the 2022-2023 school year.
- I have been working hard on back to school workshop week special services updates, new regulations, etc. to ensure our staff are ready for what is expected of schools for the 2022-2023 school year.
- Along with building/district administration, we have been working on a new Multi-Tiered System of Supports or MTSS referral form(s) and process. As a team we will review the new form(s) and process and develop a K-12 system district-wide.
- The Special Services Department is updating our academic curricular resources for our students at the Jordan Middle School with our Language Live and V-Math curriculum. The department is also looking at expanding our math resources into the high school with Voyager Math and update resources at the elementary school.

Improve Community Connection, Satisfaction, and Engagement

- Ann Hiegel and I met regarding the American Indian Education Council bylaws. Together we updated the bylaws based on our previous AIPAC meeting. We will review the changes at our next meeting in August or September.
- This month I will meet with Mitch Dorr, Principal at St. John's. We will discuss our non-public agreement on the proportionate share and special services for students who attend St. John's.
- The Administrative Team is looking at setting up resources for families in partnership with the Jordan Education Foundation and Scott County Mental Health. We are in the beginning stages of this partnership and we hope to provide resources throughout the 22-23 school year on mental and chemical health.

Provide a safe and collaborative culture in which to learn and work

- District department and building meeting schedules have been set for this school year. Special education staff have been working hard on student schedules and preparing for the start of the school year!

Be Fiscally Responsible and Maintain Quality Facilities

- I have submitted the 21-22 ADSIS data and surveys to MDE to meet requirements for the ADSIS grant.
- By August 15th, I will be submitting data to MDE regarding recovery services and meeting the state statute on offering and providing recovery services for our special education students due to the COVID-19 Pandemic.
- Amy Hafemann and I have been meeting weekly to go over our 22-23 special education budget to ensure we are utilizing our special education dollars appropriately.
- Amy, Claire and I will be meeting with Benjamin Bus Co. on our special transportation requests for the 22-23 school year. Staff from Benjamin Bus Co. will be working on setting up routes for the start of the 22-23 school year.

2022 Board Committee & Liaison Assignments

Standing Committee Assignments

Committee Name	School Board Member
Budget/Finance	Deb Pauly, Ryan Dahnert, Sandy Burke, Connie Hennen, Lauren Pedersen, Sara Lehnen, Molly Monyok
Calendar	Lauren Pedersen
City/School	Deb Pauly, Ryan Dahnert, Lauren Pedersen
Communications	Sandy Burke, Lauren Pedersen
Community Education/Recreation/Joint Powers	Lauren Pedersen, Sara Lehnen
Curriculum & Technology Integration Committee	Deb Pauly, Connie Hennen, Sandy Burke (Student Board representative)
Facilities	Deb Pauly, Ryan Dahnert, Molly Monyok
Meet and Confer/Continuing Education/Staff Development/Personnel	Deb Pauly, Ryan Dahnert (alternate - Connie Hennen)
Negotiations	Deb Pauly, Ryan Dahnert (Alternate - Lauren Pedersen)
Policy	Deb Pauly, Sandy Burke, Sara Lehnen

Liaison/Points of Contact and Ad-Hoc Assignments

Committee Name	School Board Member
American Indian Parent Advisory Council (AIPAC)	Sandy Burke (alternate - Deb Pauly)
Booster Club	Sara Lehnen (alternate - Lauren Pedersen)
Education Foundation	Connie Hennen, Molly Monyok
Legislative	Deb Pauly
MSHSL	Deb Pauly
SCALE	Ryan Dahnert (alternate - Deb Pauly)
SCSC/Metro ECSU	Lauren Pedersen (alternate - Sandy Burke)
Special Education Advisory Council (SEAC)	Connie Hennen
SW Metro Intermediate District	Deb Pauly (alternate - Molly Monyok)

The Jordan Board of Education is comprised of seven elected members who govern the Jordan School District #717. The board hires the superintendent, sets policy, collaboratively sets the strategic plan for the district, approves staff hirings, resignations, terminations and leaves of absence, sets the annual local school levy, approves expenditures, oversees the district's budget and district facilities and equipment. **Learn more about each member by clicking on their Board Member Profile page.**

School Board Meetings are the 2nd and 4th Monday of each month unless posted differently. The meeting on the second Monday is a regular business meeting. The fourth Monday meeting is a workshop meeting.