



Jordan School District #717
Health & Safety Meeting Agenda

Monday, December 14, 2020 at 6:30 PM
 Regular Meeting
 CERC Multi-purpose Room
 500 Sunset Drive; Suite 3
 Jordan, MN 55352

1. Call to Order	
2. Pledge of Allegiance	
3. Roll Call	
4. Consideration of Agenda	
5. Public Comments	4
6. Recognition	
7. Consent Agenda	
1. Minutes	6
2. Monthly Finance Reports	11
3. Donations	35
4. Policies	
1. 416 Drug and Alcohol Testing - 1st and Final Reading	36
2. 417 Chemical Use and Abuse - 1st and Final Reading	74
3. 419 Tobacco-Free Environment - First and Final Reading	82
4. 420 Students and Employees with Aids and Certain Other Communicable Diseases and Infectious Conditions - First and Final Reading	86
5. 422 Policies Incorporated by Reference - First and Final Reading	90
6. 522 Title IX Sex Nondiscrimination Policy, Grievance Procedure, and Process - First Reading	91
5. Declaration of Surplus Items	109
6. New Hire - Speech Coach - Jenna Leonard	
7. Resignation - ES Special Education Paraprofessional - Caitlin Wilde	
8. Resignation - Varsity Cheerleading Coach - Annie Shurson	
9. Contract Renewal - Varsity Football Coach - Ozzie Sand	
10. Contract Renewal - Assistant Varsity Football Coach - Scott Hennen	
11. Contract Renewal - Assistant Varsity Football Coach - Brian Heller	
12. Contract Renewal - B Squad Football Coach - Nick Casterton	

13.	Contract Renewal - B Squad Football Coach - Wade Olson	
14.	Contract Renewal - C Squad Football Coach - Shane Peters	
15.	Contract Renewal - C Squad Football Coach - Jeff Malek	
16.	Contract Renewal - C Squad Football Coach - Nate Olson	
17.	Contract Renewal - C Squad Football Coach - Brandon Arnold	
18.	Contract Renewal - C Squad Football Coach - Chase Buthe	
19.	Contract Renewal - 8th Grade Football Coach - Alex Beckman	
20.	Contract Renewal - 8th Grade Football Coach - Sean O'Brien	
21.	Contract Renewal - 7th Grade Football Coach - Nate Kucera	
22.	Contract Renewal - 7th Grade Football Coach - Tony Kusske	
23.	Contract Renewal - Varsity Girls Soccer Coach - Dennis Yunke	
24.	Contract Renewal - B Squad Girls Soccer Coach - Tania Farewell	
25.	Contract Renewal - C Squad Girls Soccer Coach - Joe Doyle	
26.	Contract Renewal - Varsity Boys Soccer Coach - Tim Wareham	
27.	Contract Renewal - B Squad Boys Soccer Coach - Cody Anton	
28.	Contract Renewal - C Squad Boys Soccer Coach - Nate Steele	
29.	Contract Renewal - Varsity Girls Tennis Coach - Jill Bailey	
30.	Contract Renewal - B Squad Girls Tennis Coach - Bryan Martin	
31.	Contract Renewal - MS Girls Tennis Coach - Rachel Vollbrecht	
32.	Contract Renewal - Head Varsity Volleyball Coach - Taylor Soine	
33.	Contract Renewal - B Squad Volleyball Coach - Tammy Stensland	
34.	Contract Renewal - C Squad Volleyball Coach - Jennifer Kusske	
35.	Contract Renewal - 8th Grade Volleyball Coach - Kelley Walerius	
36.	Contract Renewal - 7th Grade Volleyball Coach - Alanna Rindahl	
37.	Contract Renewal - Varsity Cross Country Coach - Ben Nylander	
38.	Contract Renewal - B Squad Cross Country Coach - Hollie Penney	
39.	Contract Renewal - MS Cross Country Coach - Jamie Burr	
40.	Contract Renewal - MS Fall Play Director - Marie Wignall	
41.	Contract Renewal - MS Fall Play Assistant Director - Janice Lennox	
42.	Contract Renewal - HS Fall Play Director - Josh Barnd	
43.	Contract Renewal - Fall Weight Room Supervisor - Drew Sinke	
8.	Action / Discussion Items	
1.	Review and Act on FY20 Audit	110
2.	Truth in Taxation Presentation	134
3.	Review and Act on 2020 Payable 2021 Levy Certification	160
9.	Board and Administrative Reports	
1.	Superintendent's Report	164
2.	HS Principal's Report	167
3.	MS Principal's Report	168
4.	ES Principal's Report	170
5.	Director of Teaching and Learning's Report	172
6.	Activities Director's Report	175
7.	Community Education & Recreation Director's Report	178
8.	Communication, Marketing, and Event Director's Report	180
9.	Nutritional Services Director's Report	182
10.	Special Services Director's Report	183
11.	Technology Director's Report	185
12.	Facilities Director's Report	186

13. School Board Member Reports / Committee Reports
10. Adjourn Regular Meeting

187

your address, and invite you to the podium during the scheduled time for open forum/public comments.



School Board Meeting Minutes

Thursday, November 12, 2020 at 6:30 PM
Regular Meeting
CERC Multi-purpose Room / Google Meet
500 Sunset Drive; Suite 3
Jordan, MN 55352

1. Call to Order
 - D. Pauly called the meeting to order at 6:30pm.
2. Pledge of Allegiance
3. Roll Call
 - Present: Deb Pauly, Tom Vogel, Sandy Burke (Remote), Connie Hennen, Lauren Pedersen, Rob Langheim (Remote), and Ryan Dahnert
 - Absent: Olivia Rausch (Student Rep.)
4. Consideration of Agenda
 - Motion to approve the agenda made by L. Pedersen, Seconded S. Burke
 - Roll Call Vote: D. Pauly – Aye, T. Vogel – Aye, S. Burke – Aye, C. Hennen – Aye, L. Pedersen – Aye, R. Langheim – Aye, R. Dahnert – Aye; Passed 7-0
5. Public Comments
 - None
6. Consent Agenda
 - 6.1. Minutes
 - 10/13/20 – Regular
 - 10/26/20 – Workshop
 - 10/26/20 - Special
 - 6.2. Monthly Finance Reports
 - Amy Hafemann prepared reports for the board to review.
 - 6.3. Donations

• Kopp Family Foundation	Student Fees/Field Trips	\$1,000.00
• Gary Schettl	Food for Friends	\$ 100.00
• Mighty Cause	Food Shelf	\$ 45.00
 - 6.4. New Hire - MS Cooks Helper - Brenda Jensen
 - 6.5. New Hire - MS Cooks Helper - Christy Wessel
 - Motion to approve made by T. Vogel, Seconded C. Hennen
 - Roll Call Vote: D. Pauly – Aye, T. Vogel – Aye, S. Burke – Aye, C. Hennen – Aye, L. Pedersen – Aye, R. Langheim – Aye, R. Dahnert – Aye; Passed 7-0

7. Action / Discussion Items
 - 7.1. Review and Act on FY20 Food Service Fund Transfer
 - Amy Hafemann provided an executive summary explaining that the FY20 Food Service fund is in the negative. MDE has reached out to districts giving them permission to transfer funds to cover the balance. She recommends transferring \$24,622.99 from the LTFM fund into the Food Service account.
 - Motion to to approve the fund transfer made by L. Pedersen, Seconded R. Dahnert
 - Roll Call Vote: D. Pauly – Aye, T. Vogel – Aye, S. Burke – Aye, C. Hennen – Aye, L. Pedersen – Aye, R. Langheim – Aye, R. Dahnert – Aye; Passed 7-0
 - 7.2. FY2019-2020 Audit Update
 - Amy Hafemann presented preliminary data on the audit. The district is projected to over expend from the general fund by \$421,993, which is largely due to COVID-19 expenditures. A final report will be given by the auditors at the 12/14/20 board meeting.
 - 7.3. Review and Act on Resolution Canvassing Returns of Votes of School Board Member Election
 - Scott County provided the district with the Abstract of Votes Cast for the school board member election which was held on 11/3/20. The board reviewed the counts and certified that upon receiving the highest number of votes, Sara Lehnen, Molly Monyok, and Lauren Pedersen were elected.
 - Motion to approve the resolution made by T. Vogel, Seconded C. Hennen
 - Roll Call Vote: D. Pauly – Aye, T. Vogel – Aye, S. Burke – Aye, C. Hennen – Aye, L. Pedersen – Aye, R. Langheim – Aye, R. Dahnert – Aye; Passed 7-0
 - 7.4. Learning Model Update
 - Ranae Case Evenson, along with the district's administrative team, presented an update on the district's Safe Learning Plan & introduced the learning model change that will take effect beginning 11/23/20. County, community, and district data were all taken into account when making this decision. This data, combined with staffing considerations and MDE and MDH guidance, has led to a shift in the district's learning model from hybrid to distance learning for grades K-12. Data will continue to be monitored and the learning model will be re-evaluated in mid-January.
8. Board and Administrative Reports
 - 8.1. Superintendent's Report
 - 8.2. HS Principal's Report
 - 8.3. MS Principal's Report
 - 8.4. ES Principal's Report
 - 8.5. Director of Teaching and Learning's Report
 - 8.6. Activities Director's Report
 - 8.7. Community Education & Recreation Director's Report
 - 8.8. Communication, Marketing, and Event Director's Report
 - 8.9. Nutritional Services Director's Report
 - 8.10. Special Services Director's Report

8.11. Facilities Director's Report

8.12. School Board Member Reports / Committee Reports

- Thank you to all the staff in the district for pulling together and providing a safe learning environment for our students. Staff, families, and students, please give each other grace and do not hesitate to reach out for assistance.
- The Truth-in-Taxation meeting will be held during the regular school board meeting on 12/14/20.

9. Adjourn Regular Meeting

- Motion to adjourn the meeting at 8:30pm made by T. Vogel, Seconded L. Pedersen
- Roll Call Vote: D. Pauly – Aye, T. Vogel – Aye, S. Burke – Aye, C. Hennen – Aye, L. Pedersen – Aye, R. Langheim – Aye, R. Dahnert – Aye; Passed 7-0

School Board Clerk

Date



School Board Meeting Minutes

Monday, November 23, 2020 at 6:30 PM

Special Meeting

Google Meet / Live Stream

500 Sunset Drive; Suite 3

Jordan, MN 55352

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1. Call to Order
 - Deb Pauly called the meeting to order at 6:33 pm.
 2. Pledge of Allegiance
 3. Roll Call
 - Present: Deb Pauly, Tom Vogel, Sandy Burke, Connie Hennen, Lauren Pedersen, Rob Langheim, and Ryan Dahnert
 - Absent: Olivia Rausch (Student Rep)
 4. Consideration of Agenda
 - Motion to approve the agenda made by S. Burke, Seconded L. Pedersen
 - Roll Call Vote: D. Pauly – Aye, T. Vogel – Aye, S. Burke – Aye, C. Hennen – Aye, L. Pedersen – Aye, R. Langheim – Aye, R. Dahnert - Aye Passed 7-0
 5. Consent Agenda
 - 5.1 Donations

• Wolf Motors	Scott West Fishing Club	\$	250.00
• Mighty Cause	Food Shelf	\$	45.00
• Jordan Booster Club	Jordan Athletics/Activities	\$57,100.00	
 - 5.2 New Hire - ES Special Education Paraprofessional - Caitlin Wilde
 - 5.3 New Hire - Assistant Dance Coach - Kaitlin O'Neill
 - 5.4 New Hire - HS Nurse / Administrative Assistant - Glenda Grant
 - 5.5 Resignation - Head Wrestling Coach - Darren Ripley
 - Motion to approve the consent agenda made by T. Vogel, Seconded C. Hennen
 - Roll Call Vote: D. Pauly – Aye, T. Vogel – Aye, S. Burke – Aye, C. Hennen – Aye, L. Pedersen – Aye, R. Langheim – Aye, R. Dahnert - Aye Passed 7-0
 6. Action Items
 - 6.1. Review and Act on Certificates of Election & Issuance of Acceptance of Office and Oath Forms
 - After canvassing the results of the 11/3/20 election, the board awarded Certificates of Election to Sara Lehnen, Molly Monyok, and Lauren Pedersen. The newly elected board members then have 30 days to sign the Acceptance of Office and Oath form.

- Motion to approve made by C. Hennen, Seconded T. Vogel
- Roll Call Vote: D. Pauly – Aye, T. Vogel – Aye, S. Burke – Aye, C. Hennen – Aye, L. Pedersen – Aye, R. Langheim – Aye, R. Dahnert - Aye Passed 7-0

7. Adjourn Special Meeting

- Motion to adjourn at 6:39 pm made by T. Vogel, Seconded L. Pedersen
- Roll Call Vote: D. Pauly – Aye, T. Vogel – Aye, S. Burke – Aye, C. Hennen – Aye, L. Pedersen – Aye, R. Langheim – Aye, R. Dahnert - Aye Passed 7-0

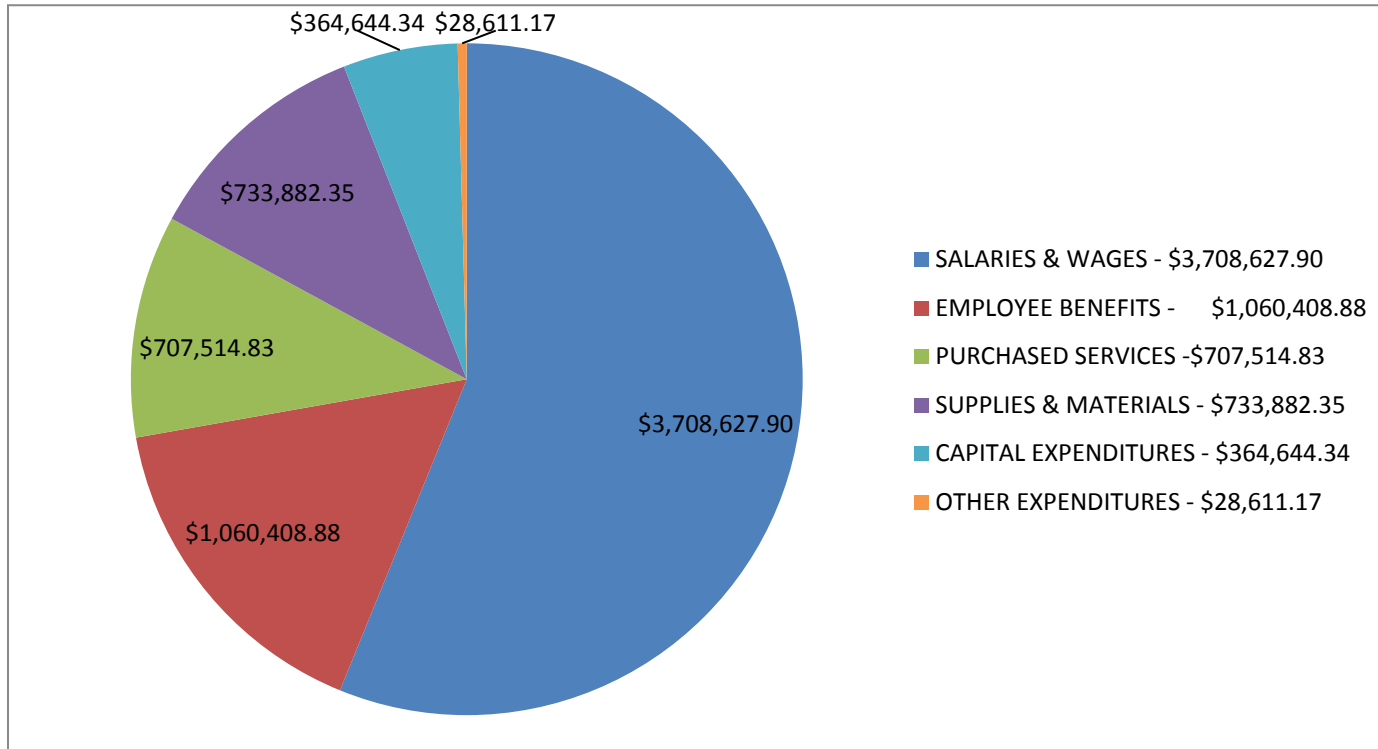
School Board Clerk

Date



FUND 01 - EXP GUIDELINE BY OBJECT

DECEMBER, 2020





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

December 3, 2020

Board of Education Meeting

Finance Report

December financial reports show activity that has been completed thru November, 2020.

The Vendor Payment Register gives the detailed activity of all vendors that have been paid in the month of November. This report also includes payments that have been made from the Student Activity Accounts that are now under "Board Control". The month of November shows payments totaling \$11,377.73 from the student activity fund. This report does not include the vendors that are paid for Payroll Taxes.

The Payroll Voucher Register gives the detailed activity of the Payroll Taxes that have been paid in the month of November.

The pie chart shows the expenses by object codes in the General Fund that were paid thru November, 2020. This chart is as current as can be at this time.

The month of November has been busy in the District Office. The district audit is finished and it is good to have that behind us.

I had some great news from Brian Fell, Executive Director of Business Services at SW Metro. SW Metro is now able to pay back the funds that were loaned to Carver Scott Educational Cooperative for cash flow purposes back in 1985. The amount the district will receive is \$81,933.82 (paid in 4 installments by 06/30/2020).

I have requested 100% of the CARES Relief Funding. The CARES Relief Funds are the \$s that need to be used by 12/30/2020. MN Dept of Ed sent out a memo last week stating that districts could request all of their funds now, but will need to have the revised budget entered by 12/30/2020.

Now that the audit is finished, I will begin working on a revised budget for FY2020-2021.

Jordan Public Schools Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0717	001	21993			PUBLIC EMPLOYEES RETIREMENT ASSN		Wire
		PO#:	Voucher #:	113511	Invoice No: S2021090	11/16/2020	Paid Amt: \$21,362.71
				B 01 215 014	PERA		
		PO#:	Voucher #:	113522	Invoice No: S202109S0	11/16/2020	Paid Amt: \$869.90
				B 01 215 014	PERA		
		PO#:	Voucher #:	113527	Invoice No: S202109S10	11/16/2020	Paid Amt: \$253.40
				B 01 215 014	PERA		
							Check Amount: \$22,486.01
0717	001	21994			TEACHERS RETIREMENT ASSN		Wire
		PO#:	Voucher #:	113514	Invoice No: S2021090	11/16/2020	Paid Amt: \$68,310.28
				B 01 215 018	TRA		
		PO#:	Voucher #:	113528	Invoice No: S202109S10	11/16/2020	Paid Amt: \$1,209.83
				B 01 215 018	TRA		
							Check Amount: \$1,209.83
0717	001	22350			FRANSDEN BANK AND TRUST		Wire
		PO#:	Voucher #:	113495	Invoice No: S2021090	11/16/2020	Paid Amt: \$43,174.09
				B 01 215 003	Fed Tax		
		PO#:	Voucher #:	113504	Invoice No: S2021090	11/16/2020	Paid Amt: \$15,964.84
				B 01 215 010	FICA		
		PO#:	Voucher #:	113510	Invoice No: S2021090	11/16/2020	Paid Amt: \$68,263.74
				B 01 215 010	FICA		
		PO#:	Voucher #:	113517	Invoice No: S202109S0	11/16/2020	Paid Amt: \$444.65
				B 01 215 003	Fed Tax		
		PO#:	Voucher #:	113518	Invoice No: S202109S0	11/16/2020	Paid Amt: \$329.10
				B 01 215 010	FICA		
		PO#:	Voucher #:	113521	Invoice No: S202109S0	11/16/2020	Paid Amt: \$1,407.20
				B 01 215 010	FICA		
		PO#:	Voucher #:	113523	Invoice No: S202109S10	11/16/2020	Paid Amt: \$299.57
				B 01 215 003	Fed Tax		
		PO#:	Voucher #:	113524	Invoice No: S202109S10	11/16/2020	Paid Amt: \$333.72
				B 01 215 010	FICA		
		PO#:	Voucher #:	113526	Invoice No: S202109S10	11/16/2020	Paid Amt: \$1,426.92
				B 01 215 010	FICA		
							Check Amount: \$131,643.83
0717	001	22350			FRANDSEN BANK AND TRUST		Wire
		PO#:	Voucher #:	113506	Invoice No: S2021090	11/16/2020	Paid Amt: \$21,291.39
				B 01 215 002	State Tax		
							Check Amount: \$21,291.39

Jordan Public Schools Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0717	001	22350	B 01 215 002		FRANDSEN BANK AND TRUST State Tax	11/16/2020	Wire
		PO#: 113519	Invoice	Invoice No: S202109S0			Paid Amt: \$224.54 Check Amount: \$224.54
0717	001	22350	B 01 215 002		FRANDSEN BANK AND TRUST State Tax	11/16/2020	Wire
		PO#: 113525	Invoice	Invoice No: S202109S10			Paid Amt: \$127.86 Check Amount: \$127.86
0717	001	24948	B 01 215 029		MN CHILD SUPPORT PYMT CENTER Child Support	11/16/2020	Wire
		PO#: 113505	Invoice	Invoice No: S2021090			Paid Amt: \$778.90 Check Amount: \$778.90
0717	001	28892	B 01 215 056		AVIBEN American Express	11/16/2020	Wire
		PO#: 113489	Invoice	Invoice No: S2021090			Paid Amt: \$2,236.45 Check Amount: \$2,236.45
		PO#: 113493	Invoice	Invoice No: S2021090	Equitable Life		Paid Amt: \$2,460.10 Check Amount: \$2,460.10
		PO#: 113494	Invoice	Invoice No: S2021090	ECONOMIC SERVICES		Paid Amt: \$537.52 Check Amount: \$537.52
		PO#: 113496	Invoice	Invoice No: S2021090	Fidelity Investment		Paid Amt: \$317.51 Check Amount: \$317.51
		PO#: 113497	Invoice	Invoice No: S2021090	ING/Aetna		Paid Amt: \$280.96 Check Amount: \$280.96
		PO#: 113498	Invoice	Invoice No: S2021090	ING/Aetna		Paid Amt: \$134.31 Check Amount: \$134.31
		PO#: 113499	Invoice	Invoice No: S2021090	First Investors Corporation		Paid Amt: \$316.68 Check Amount: \$316.68
		PO#: 113500	Invoice	Invoice No: S2021090	Franklin Templeton		Paid Amt: \$531.86 Check Amount: \$531.86
		PO#: 113501	Invoice	Invoice No: S2021090	Orchard Trust/Great West		Paid Amt: \$130.00 Check Amount: \$130.00
		PO#: 113502	Invoice	Invoice No: S2021090	Horace Mann		Paid Amt: \$5,003.45 Check Amount: \$5,003.45
		PO#: 113503	Invoice	Invoice No: S2021090	ING/Aetna		Paid Amt: \$5,902.15 Check Amount: \$5,902.15
		PO#: 113504	Invoice	Invoice No: S2021090	Modern Woodmen		Paid Amt: \$334.02 Check Amount: \$334.02
		PO#: 113505	Invoice	Invoice No: S2021090	New York Life		Paid Amt: \$291.67 Check Amount: \$291.67
		PO#: 113506	Invoice	Invoice No: S2021090	Thrivent Financial		Paid Amt: \$1,255.13 Check Amount: \$1,255.13
		PO#: 113507	Invoice	Invoice No: S2021090	Thrivent Financial		Paid Amt: \$1,255.13 Check Amount: \$1,255.13

Jordan Public Schools Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	
0717	001		28892		AVIBEN		Wire	
		PO#:	Voucher #:	113515	Invoice	Invoice No: S2021090	Paid Amt: \$1,050.15	\$1,050.15
		PO#:	Voucher #:	113520	Invoice	Invoice No: S20210950	Paid Amt: \$189.92	\$189.92
							Check Amount:	\$20,971.88
0717	001		11747		BLUE CROSS & BLUE SHIELD		Wire	
		PO#:	Voucher #:	113491	Invoice	Invoice No: S2021090	Paid Amt: \$84,145.91	\$84,145.91
		PO#:	Voucher #:	113516	Invoice	Invoice No: S20210950	Paid Amt: \$9.04	\$9.04
							Paid Amt: \$84,145.91	\$84,145.91
							Paid Amt: \$7,336.10	\$7,336.10
							Paid Amt: \$773.76	\$773.76
		PO#:	Voucher #:	113612	Invoice	Invoice No: S2021100	Paid Amt: \$92,255.77	\$92,255.77
							Check Amount:	\$176,410.72
0717	001		21993		PUBLIC EMPLOYEES RETIREMENT ASSN		Wire	
		PO#:	Voucher #:	113630	Invoice	Invoice No: S2021100	Paid Amt: \$20,379.83	\$20,379.83
		PO#:	Voucher #:	113640	Invoice	Invoice No: S20211050	Paid Amt: \$9.87	\$9.87
							Check Amount:	\$20,379.83
0717	001		21994		TEACHERS RETIREMENT ASSN		Wire	
		PO#:	Voucher #:	113634	Invoice	Invoice No: S2021100	Paid Amt: \$69,280.19	\$69,280.19
							Check Amount:	\$69,280.19
0717	001		22350		FRANDSEN BANK AND TRUST		Wire	
		PO#:	Voucher #:	113616	Invoice	Invoice No: S2021100	Paid Amt: \$43,083.55	\$43,083.55
		PO#:	Voucher #:	113623	Invoice	Invoice No: S2021100	Paid Amt: \$15,977.62	\$15,977.62
		PO#:	Voucher #:	113629	Invoice	Invoice No: S2021100	Paid Amt: \$68,316.74	\$68,316.74
		PO#:	Voucher #:	113636	Invoice	Invoice No: S20211050	Paid Amt: \$20.00	\$20.00
		PO#:	Voucher #:	113637	Invoice	Invoice No: S20211050	Paid Amt: \$2.04	\$2.04
							Check Amount:	\$69,280.19

Jordan Public Schools Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0717	001	22350	B 01 215 010		FRANDSEN BANK AND TRUST		Wire
		PO#: 113639	Invoice	Invoice No: S202110S0	FICA	11/30/2020	Paid Amt: \$8.74 Check Amount: \$127,408.69
0717	001	22350	B 01 215 002		FRANDSEN BANK AND TRUST		Wire
		PO#: 113625	Invoice	Invoice No: S2021100	State Tax	11/30/2020	Paid Amt: \$21,173.00 Check Amount: \$21,173.00
0717	001	22350	B 01 215 002		FRANDSEN BANK AND TRUST		Wire
		PO#: 113638	Invoice	Invoice No: S202110S0	State Tax	11/30/2020	Paid Amt: \$20.00 Check Amount: \$20.00
0717	001	24385	B 01 215 060		AFLAC		Wire
		PO#: 113490	Invoice	Invoice No: S2021090	American Family/Flex Cancer	11/30/2020	Paid Amt: \$61.90 Check Amount: \$61.90
		PO#: 113611	Invoice	Invoice No: S2021100	American Family/Flex Cancer	11/30/2020	Paid Amt: \$61.90 Check Amount: \$123.80
0717	001	24948	B 01 215 029		MN CHILD SUPPORT PYMT CENTER		Wire
		PO#: 113624	Invoice	Invoice No: S2021100	Child Support	11/30/2020	Paid Amt: \$778.90 Check Amount: \$778.90
0717	001	26971	B 01 215 093		Select/MIII Life		Wire
		PO#: 113646	Invoice	Invoice No: S2021090	Flex-Med Care	11/30/2020	Paid Amt: \$747.23 Check Amount: \$3,038.97
					Flex-Dep Care		\$2,291.74
					Flex-Med Care		\$747.23
					Flex-Dep Care		\$2,291.74
					Flex-Dep Care-adj to claims		(\$1,921.74)
					Flex-Med Care-adj to claims		\$100.80
0717	001	26971	B 01 215 028		Select/MIII Life		Wire
		PO#: 113645	Invoice	Invoice No: S2021090	Flex - employee Contributions	11/30/2020	Paid Amt: \$2,781.67 Check Amount: \$2,781.67

Jordan Public Schools Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
0717	001		26971		Select/Mill Life		Wire
		PO#:		B 01 215 028	Flex-employee contribution	11/30/2020	Paid Amt: \$2,781.67
			Voucher #:	113647	Invoice No: S2021100		Check Amount: \$2,781.67
0717	001		28892		AVIBEN		Wire
		PO#:		B 01 215 056	American Express		Paid Amt: \$2,236.45
			Voucher #:	113610	Invoice No: S2021100	11/30/2020	Paid Amt: \$2,236.45
		PO#:		B 01 215 055	Equitable Life		Paid Amt: \$2,460.10
			Voucher #:	113614	Invoice No: S2021100	11/30/2020	Paid Amt: \$2,460.10
		PO#:		B 01 215 050	ECONOMIC SERVICES		Paid Amt: \$537.52
			Voucher #:	113615	Invoice No: S2021100	11/30/2020	Paid Amt: \$537.52
				B 01 215 053	Fidelity Investment		Paid Amt: \$317.51
				B 01 215 068	ING/Aetna		Paid Amt: \$280.96
		PO#:		113617	Invoice No: S2021100	11/30/2020	Paid Amt: \$598.47
				B 01 215 068	ING/Aetna		Paid Amt: \$134.31
				B 01 215 080	First Investors Corporation		Paid Amt: \$316.68
		PO#:		113618	Invoice No: S2021100	11/30/2020	Paid Amt: \$450.99
				B 01 215 064	Franklin Templeton		Paid Amt: \$631.86
		PO#:		113619	Invoice No: S2021100	11/30/2020	Paid Amt: \$531.86
				B 01 215 069	Orchard Trust/Great West		Paid Amt: \$130.00
		PO#:		113620	Invoice No: S2021100	11/30/2020	Paid Amt: \$130.00
				B 01 215 078	Horace Mann		Paid Amt: \$5,003.45
		PO#:		113621	Invoice No: S2021100	11/30/2020	Paid Amt: \$5,003.45
				B 01 215 068	ING/Aetna		Paid Amt: \$5,902.15
		PO#:		113622	Invoice No: S2021100	11/30/2020	Paid Amt: \$5,902.15
				B 01 215 077	Modern Woodmen		Paid Amt: \$334.02
		PO#:		113626	Invoice No: S2021100	11/30/2020	Paid Amt: \$334.02
				B 01 215 061	New York Life		Paid Amt: \$291.67
		PO#:		113628	Invoice No: S2021100	11/30/2020	Paid Amt: \$291.67
				B 01 215 057	Thrivent Financial		Paid Amt: \$1,255.13
		PO#:		113633	Invoice No: S2021100	11/30/2020	Paid Amt: \$1,255.13
				B 01 215 067	Valic		Paid Amt: \$1,050.15
		PO#:		113635	Invoice No: S2021100	11/30/2020	Paid Amt: \$1,050.15
							Check Amount: \$20,781.96
0717	001		105103	24229	EDUCATION MINNESOTA - JORDAN		Check
		PO#:		B 01 215 039	Jea		Paid Amt: \$12,619.34
				113502	Invoice No: S2021090	11/16/2020	Paid Amt: \$12,619.34
							Check Amount: \$12,619.34

Jordan Public Schools Detail Payment Register By Check

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	
0717	001	105104	26288	B 01	LOCAL 284 215 071	11/16/2020	Check	
		PO#:	Voucher #:	113503	Invoice	Invoice No: S2021090	Paid Amt: \$1,125.37 Check Amount: \$1,125.37	
0717	001	105130	23795	B 01	NATIONAL INSURANCE SERVICES 215 036	11/30/2020	Check	
		PO#:	Voucher #:	113488	Invoice	Invoice No: S2021090	Paid Amt: \$1.60	
				B 01	Accident			
				B 01	Supplemental Life Ins			
				B 01	Life			
				B 01	Disability			
		PO#:	Voucher #:	113508	Invoice	Invoice No: S2021090	Paid Amt: \$2,924.87	
				B 01	Accident			
		PO#:	Voucher #:	113609	Invoice	Invoice No: S2021100	Paid Amt: \$1.60	
				B 01	Supplemental Life Ins			
				B 01	Life			
				B 01	Disability			
				B 01	Life Ins-Retiree			
				B 01	Supplemental Life Ins-adj			
				B 01	Life Ins-adj to premium			
				B 01	Disability Ins-adj to premium			
		PO#:	Voucher #:	113627	Invoice	Invoice No: S2021100	Paid Amt: \$2,710.82 Check Amount: \$5,638.89	
0717	001	105131	24384	B 01	NCPERS MINNESOTA 215 032	11/30/2020	Check	
		PO#:	Voucher #:	113631	Invoice	Invoice No: S2021100	Paid Amt: \$32.00 Check Amount: \$32.00	
							Report Total:	\$732,647.42

Jordan Public Schools Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
5178		A & K REPAIR	0717	001	105070		Check
				E 01	100 810 000 350 274	Maintenance Blower Motor Repair	\$179.95
	PO#: 50124	Voucher #:		113433	Invoice	11/6/2020	
					Invoice No: 10/8/20		
Paid Amt: \$179.95 Check Amount: \$179.95 Vendor Total: \$179.95							
4220		ADVANCED IMAGING SOLUTIONS	0717	001	105082		Check
				E 01	100 203 302 370 000	ES Lease	\$137.63
				E 01	100 203 000 335 000	ES Maintenance	\$242.83
				E 04	005 505 321 370 000	CE Lease	\$137.63
				E 04	005 505 321 335 000	CE Maintenance	\$242.81
				E 01	128 211 302 370 000	MS Lease	\$137.63
				E 01	128 211 000 335 000	MS Maintenance	\$242.81
				E 04	005 582 344 370 000	ELS Lease	\$137.62
				E 04	005 582 344 335 000	ELS Maintenance	\$242.81
				E 04	005 582 344 335 000	DO Lease	\$137.63
				E 01	005 170 000 335 000	DO Maintenance	\$242.81
				E 01	300 211 302 370 000	HS Lease	\$137.63
				E 01	300 211 000 335 000	HS Maintenance	\$242.81
				E 01	100 203 302 370 000	ES Staff Lease	\$137.62
				E 01	100 203 000 335 000	ES Staff Maintenance	\$242.81
				E 01	128 211 302 370 000	MS Staff Lease	\$137.62
				E 01	128 211 000 335 000	MS Staff Maintenance	\$242.81
				E 01	300 211 302 370 000	HS Staff Lease	\$137.62
				E 01	300 211 000 335 000	HS Staff Maintenance	\$242.80
				E 01	100 203 302 370 000	ES Front Desk Lease	\$137.62
				E 01	100 203 000 335 000	ES Front Desk Maintenance	\$242.80
				E 01	005 110 302 370 000	DO Nicky Lease	\$137.62
				E 01	005 170 000 335 000	DO Nicky Maintenance	\$242.80
				E 01	100 203 000 335 000	ES Overage	\$57.66
				E 04	005 505 321 335 000	CE Overage	\$3.39
				E 01	128 211 000 335 000	MS Overage	\$35.61
				E 04	005 582 344 335 000	ECFE Overage	\$1.70
				E 01	005 170 000 335 000	DO Overage	\$22.05
				E 01	300 211 000 335 000	HS Overage	\$49.18
	PO#: 50206	Voucher #:		113530	Invoice	11/13/2020	
					Invoice No: 427397559		
Paid Amt: \$4,354.36 Check Amount: \$4,354.36 Vendor Total: \$4,354.36							

Jordan Public Schools Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
28892 AVIBEN							
		0717	001	001	105106		Check
		E 01	005	110	000	403b Admin Fee Nov 2020	\$233.54
PO#:		Voucher #:	113582	Invoice	Invoice No: 16462	11/20/2020	Paid Amt: \$233.54
							Check Amount: \$233.54
							Vendor Total: \$233.54
5163 BISEK, JT							
		0717	001	001	105107		Check
		E 01	005	810	154	303 605 CARES Funding-JES Room Openings Aug 16-	\$186.00
PO#:	50317	Voucher #:	113568	Invoice	Invoice No: 8/16-17 2020	11/20/2020	Paid Amt: \$186.00
							Check Amount: \$186.00
							Vendor Total: \$186.00
11747 BLUE CROSS & BLUE SHIELD							
		0717	001	001	105108		Check
		B 01	215	024		D. Swenson Dec 2020 Ins	\$191.60
PO#:		Voucher #:	113567	Invoice	Invoice No: 201104378228	11/20/2020	Paid Amt: \$191.60
							Check Amount: \$191.60
							Vendor Total: \$191.60
5423 BOLSTER/KRISTOFER&CYNTHIA							
		0717	STUD	1862			Check
		E 27	300	298	301	369 963 FY21 Peru Trip Refund-Kyley	\$1,000.00
PO#:		Voucher #:	113598	Invoice	Invoice No: Peru Trip Refund	11/20/2020	Paid Amt: \$1,000.00
							Check Amount: \$1,000.00
							Vendor Total: \$1,000.00
5366 BURK/JAMIE							
		0717	001	105109			Check
		E 04	005	508	321	305 000 Oula Fall Session 1 Instructor	\$448.00
PO#:	50313	Voucher #:	113569	Invoice	Invoice No: Instructor	11/20/2020	Paid Amt: \$448.00
							Check Amount: \$448.00
							Vendor Total: \$448.00
26916 CDW GOVERNMENT, INC.							
		0717	001	105083			Check
		E 01	005	630	302	406 000 Microsoft Office Professional Plus - license & sc	\$3,210.66
		B 01	131	000		Microsoft Office Professional Plus - license & sc	\$1,070.22
		E 01	005	630	302	406 000 Windows Education - upgrade & software assur	\$2,460.88
		B 01	131	000		Microsoft Office Professional Plus - license & sc	\$820.32
PO#:	50105	Voucher #:	113531	Invoice	Invoice No: 2837190	11/13/2020	Paid Amt: \$7,562.08
							Check Amount: \$7,562.08
							Vendor Total: \$7,562.08

Jordan Public Schools Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
10873 CENTERPOINT ENERGY							
		0717	001		105110		
		E 01	005	810	000 330 203	Rental House Service 10/5/20-11/4/20	Check \$22.59
PO#:	50287	Voucher #:	113570	Invoice	Invoice No: 1116/20	11/20/2020	Paid Amt: \$22.59 Check Amount: \$22.59
Vendor Total:							\$22.59
25896 CENTRAL RESTAURANT PRODUCTS							
		0717	001		105071		
		E 02	100	770	709 401 000	Sensing Thermometer	Check \$59.98
		E 02	100	770	709 401 000	Shipping	\$9.95
PO#:		Voucher #:	113434	Invoice	Invoice No: 11883867	11/16/2020	Paid Amt: \$69.93 Check Amount: \$69.93
Vendor Total:							\$69.93
3676 CHOICE ELECTRIC							
		0717	001		105084		
		E 01	300	865	370 520 000	LTFM Finish Up LED Switch Out	Check \$1,801.85
PO#:	50256	Voucher #:	113532	Invoice	Invoice No: 18972	11/13/2020	Paid Amt: \$1,801.85
		E 01	300	810	000 350 272	HS Various Lighting Issues	\$1,237.54
		E 01	300	810	000 350 272	HS VFD Fans in Boiler Room	\$259.38
PO#:	50254	Voucher #:	113533	Invoice	Invoice No: 18968	11/13/2020	Paid Amt: \$1,496.92
		E 01	128	865	379 520 000	LTFM Gender Neutral Bathrooms at JMS	\$696.43
PO#:		Voucher #:	113534	Invoice	Invoice No: 18966	11/13/2020	Paid Amt: \$696.43
		E 01	300	865	370 520 000	LTFM Auditorium LED Lights Change Out	\$23,054.23
PO#:		Voucher #:	113535	Invoice	Invoice No: 18955	11/13/2020	Paid Amt: \$23,054.23
		E 01	300	865	380 520 000	LTFM HS Server Room Electrical Work	\$1,307.83
PO#:		Voucher #:	113536	Invoice	Invoice No: 18857	11/13/2020	Paid Amt: \$1,307.83
Vendor Total:							\$28,357.26
		0717	001		105111		
		E 02	300	770	701 350 000	Freezer Switch	Check \$118.00
		E 01	300	810	000 350 272	HS Ground Lights	\$76.00
PO#:	50255	Voucher #:	113573	Invoice	Invoice No: 19273	11/20/2020	Paid Amt: \$194.00
		E 01	300	865	370 520 000	LTFM Finish LED Switch Out-Lift Charge	\$432.18
PO#:	50257	Voucher #:	113574	Invoice	Invoice No: 19239	11/20/2020	Paid Amt: \$432.18
		E 01	128	810	000 350 272	MS Ind Arts Drop Cord Install	\$400.87
PO#:	50244	Voucher #:	113575	Invoice	Invoice No: 19248	11/20/2020	Paid Amt: \$400.87
		E 01	128	810	000 350 272	MS Office Fixture Disconnect/Install Emergency	\$310.60
PO#:	50243	Voucher #:	113576	Invoice	Invoice No: 19223	11/20/2020	Paid Amt: \$310.60
		E 01	128	810	154 401 605	Disconnect Hand Dryers	\$759.42
PO#:	50291	Voucher #:	113577	Invoice	Invoice No: 18895	11/20/2020	Paid Amt: \$759.42

Jordan Public Schools Detail Payment Register By Vendor

Code Rcd	Vendor Co	Bank	Check No	Pmt/Void Date	Pmt Type
3676	CHOICE ELECTRIC	0717	001	105111	
		E 01	128 630 154 350 605	Relocate Copier to Library	Check
	PO#: 50292	Voucher #:	113578 Invoice	Invoice No: 18967	
		E 01	128 630 154 350 605	MS Classroom Modification-CARES-Duplex/Qu	Paid Amt: \$735.34
	PO#: 50293	Voucher #:	113579 Invoice	Invoice No: 18970	
		E 01	100 620 154 350 605	JES Media Center Modification-CARES-Lighting	Paid Amt: \$774.49
	PO#: 50294	Voucher #:	113580 Invoice	Invoice No: 19004	
		E 01	100 620 154 350 605	JES Media Center Modification-CARES-Lighting	Paid Amt: \$384.96
					Check Amount: \$3,991.86
					Vendor Total: \$32,349.12
10254	CITY OF JORDAN	0717	001	105112	
		E 01	100 810 000 330 204	ES	Check
		E 01	128 810 000 330 204	MS	\$2,102.28
		E 01	300 810 000 330 204	HS	\$1,991.00
		E 01	005 810 000 330 204	Athletic Complex	\$1,958.79
		E 04	005 505 321 330 000	ES CE	\$652.48
		E 04	005 505 321 330 000	MS CE	\$47.78
		E 04	005 582 344 330 000	ECFE	\$85.33
		E 02	100 770 701 330 000	ES Food Service	\$143.34
		E 02	128 770 701 330 000	MS Food Service	\$95.56
		E 02	300 770 701 330 000	HS Food Service	\$113.77
		E 04	005 505 321 330 550	CERC	\$125.03
	PO#: 49949	Voucher #:	113572 Invoice	Invoice No: 111/10/20	
		E 01	100 203 000 401 164	PIZZA FOR STAFF DURING BACK TO SCHOOL	Paid Amt: \$7,969.54
					Check Amount: \$7,969.54
					Vendor Total: \$7,969.54
26629	CLANCY'S	0717	001	105085	
		E 01	100 203 000 401 164	PIZZA FOR STAFF DURING BACK TO SCHOOL	Check
	PO#: 49949	Voucher #:	113555 Invoice	Invoice No: 8/26/20	
					Paid Amt: \$221.15
					Check Amount: \$221.15
					Vendor Total: \$221.15
2629	COMCAST	0717	001	105086	
		E 04	005 505 321 320 550	10/4/20-11/3/20	Check
		E 04	005 505 321 320 550	11/4/20-12/3/20	\$2.25
	PO#: 49949	Voucher #:	113537 Invoice	Invoice No: 10/25/20	
					Paid Amt: \$4.50
					Check Amount: \$4.50

Jordan Public Schools Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
2629		COMCAST	0717	001	105113		
				E 04	005 505 321 320 550	CERC Service 11/18/20 to 12/17/20	Check
							\$2.25
		PO#: 50223	Voucher #:	113571	Invoice	Invoice No: 1118/20	
							Paid Amt: \$2.25
							Check Amount: \$2.25
							Vendor Total: \$6.75
5416		DAKOTA GLASS AND GLAZING, LLC	0717	001	105072		
				E 01	005 810 154 350 605	Materials	Check
				E 01	005 810 154 350 605	Labor	
							\$4,185.00
							\$1,040.00
		PO#: 50223	Voucher #:	113435	Invoice	Invoice No: 2428	
						11/16/2020	
							Paid Amt: \$5,225.00
							Check Amount: \$5,225.00
							Vendor Total: \$5,225.00
3962		EIDE BAILLY, LLP	0717	001	105114		
				E 01	005 110 000 317 000	Audit Yr End 6/30/20	Check
				E 01	005 110 000 317 000	June 30, 2020 Single Audit	
							\$17,500.00
							\$3,500.00
		PO#: 50201	Voucher #:	113581	Invoice	Invoice No: E101049418	
						11/20/2020	
							Paid Amt: \$21,000.00
							Check Amount: \$21,000.00
							Vendor Total: \$21,000.00
5424		ENGELHART/ROBERT & SUSAN	0717	STUD	1863		
				E 27	300 298 301 369 963	FY21 Spanish Peru Trip Refund-Ellie	Check
							\$950.00
		PO#: 50201	Voucher #:	113599	Invoice	Invoice No: Peru Trip Refund	
						11/20/2020	
							Paid Amt: \$950.00
							Check Amount: \$950.00
							Vendor Total: \$950.00
4078		GREGORY, DAVID & REBECCA	0717	001	105087		
				E 04	799 590 351 433 000	2020-21 Homeschool Rmb-SAT Tests	Check
							\$98.25
		PO#: 50260	Voucher #:	113538	Invoice	Invoice No: Reimbursement	
						11/13/2020	
							Paid Amt: \$98.25
							Check Amount: \$98.25
							Vendor Total: \$98.25
5425		HANSON/MIKAYLA	0717	STUD	1864		
				E 27	300 298 301 369 963	FY21 Spanish Peru Trip Refund-Mikayla	Check
							\$880.00
		PO#: 50201	Voucher #:	113600	Invoice	Invoice No: Peru Trip Refund	
						11/20/2020	
							Paid Amt: \$880.00
							Check Amount: \$880.00
							Vendor Total: \$880.00

Jordan Public Schools Detail Payment Register By Vendor

Code Rcd	Vendor Co	Bank	Check No	Pmt/Void Date	Pmt Type	Amount
4829						
HENTGES, JEREMY						
	0717	001	105073		Check	
	E 04	005 505 321	305 550	CERC-10/20/20 Snow Plow/Salt		\$275.00
	E 01	100 810 000	305 299	ES-10/20/20 Snow Plow/Salt		\$650.00
	E 01	300 810 000	305 299	HS-10/20/20 Snow Plow/Salt		\$1,125.00
	E 01	128 810 000	305 299	MS-10/20/20 Snow Plow/Salt		\$725.00
	E 01	998 810 000	305 299	RVEC		\$400.00
	E 01	998 810 000	305 000	RVEC Salt		\$280.00
	E 04	005 505 321	305 550	CERC Salt		\$280.00
	E 01	100 810 000	305 299	ES Salt		\$280.00
	E 01	128 810 000	305 299	MS Salt		\$280.00
	E 01	300 810 000	305 299	HS Salt		\$280.00
PO#: 50217	Voucher #:	113436	Invoice No:	10/20/20 Snow		
				11/6/2020		
Paid Amt: \$4,575.00						Check Amount: \$4,575.00
Vendor Total: \$4,575.00						
2491						
HILDI INC.						
	0717	001	105088		Check	
	E 01	005 110 000	305 000	FY21 Annual OPEB Levy Limit & Letter		\$515.00
PO#: 50137	Voucher #:	113539	Invoice No:	11/13/2020		
Paid Amt: \$515.00						Check Amount: \$515.00
Vendor Total: \$515.00						
2491						
INTEGRATED FIRE & SECURITY						
	0717	001	105115		Check	
	E 01	005 810 000	401 000	Key Fob Supplies-District		\$856.97
	E 04	005 505 321	401 550	Key Fob Supplies-CERC		\$856.98
PO#: 50297	Voucher #:	113583	Invoice No:	11/20/2020		
Paid Amt: \$1,713.95						Check Amount: \$1,713.95
Vendor Total: \$1,713.95						
4664						
IXL LEARNING						
	0717	001	105074		Check	
	E 01	300 407 740	406 000	IXL Classroom License for 25 Students, 1 year, I		\$250.00
PO#: 50163	Voucher #:	113437	Invoice No:	11/6/2020		
Paid Amt: \$250.00						Check Amount: \$250.00
Vendor Total: \$250.00						

Jordan Public Schools Detail Payment Register By Vendor

Code Rcd	Vendor Co	Bank	Check No	Pmt/Void Date	Pmt Type
26302 JANS, ANNE					
	0717	001	105075		Check
	E 01	300 331 830 433 000		Walmart 10/26/20	\$84.53
PO#: 50208	Voucher #:	113438 Invoice	Invoice No: Reimbursement	11/16/2020	Paid Amt: \$84.53
					Check Amount: \$84.53
					Vendor Total: \$84.53
29171 JORDAN AREA FOOD SHELF					
	0717	001	105116		Check
	E 18	100 298 301 899 000		Oct 2020 Mighty Cause Donation	\$45.00
PO#: 50318	Voucher #:	113585 Invoice	Invoice No: Donation	11/20/2020	Paid Amt: \$45.00
					Check Amount: \$45.00
					Vendor Total: \$45.00
3513 JORDAN BOOSTER CLUB					
	0717	001	105089		Check
	E 01	100 810 000 401 000		ES	\$135.61
	E 01	128 810 000 401 000		MS	\$135.62
	E 01	300 810 000 401 000		HS	\$135.62
PO#: 50247	Voucher #:	113540 Invoice	Invoice No: 20-02	11/13/2020	Paid Amt: \$406.85
					Check Amount: \$406.85
					Vendor Total: \$406.85
1920 JORDAN DOLLARS FOR SCHOLARS					
	0717	001	105117		Check
	R 01	300 211 000 096 276		Oct 2020 Vanco Proceeds	\$65.00
	R 01	300 211 000 096 276		CC Fees	(\$2.61)
PO#: 50288	Voucher #:	113584 Invoice	Invoice No: Oct 2020	11/20/2020	Paid Amt: \$62.39
					Check Amount: \$62.39
					Vendor Total: \$62.39
5426 KLEGSTAD/ANNE					
	0717	STUD	1865		Check
	E 27	300 298 301 369 963		FY21 Spanish Peru Trip Refund-Natalia	\$940.00
PO#: 50288	Voucher #:	113601 Invoice	Invoice No: Peru Trip Refund	11/20/2020	Paid Amt: \$940.00
					Check Amount: \$940.00
					Vendor Total: \$940.00
5427 KLUZDAL/MICHAEL & KATE					
	0717	STUD	1866		Check
	E 27	300 298 301 369 963		FY21 Spanish Peru Trip Refund-Hailey & Jenna	\$1,680.00
PO#: 50288	Voucher #:	113602 Invoice	Invoice No: Peru Trip Refund	11/20/2020	Paid Amt: \$1,680.00
					Check Amount: \$1,680.00
					Vendor Total: \$1,680.00

Jordan Public Schools Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
5383		LUCAS/AUDREY		001	105118		Check
		0717		E 04 005 508 321 305 000		Ring the Bell Session 7-Instructor	\$1,119.95
	PO#: 50315	Voucher #:		113586 Invoice		Invoice No: Instructor	
						11/20/2020	
							Paid Amt: \$1,119.95
							Check Amount: \$1,119.95
							Vendor Total: \$1,119.95
5433		MAUER/KENNETH		001	105105		Check
		0717		E 01 300 294 000 305 303		FB Official 10/16/20	\$89.00
	PO#: 50315	Voucher #:		113566 Invoice		Invoice No: FB Official	
						11/19/2020	
							Paid Amt: \$89.00
							Check Amount: \$89.00
							Vendor Total: \$89.00
10812		MCEA-MN COM EDASSN		001	105090		Check
		0717		E 04 005 505 321 366 000		MCEA Virtual CE conference 11/4 - 5, 2020	\$120.00
	PO#: 50207	Voucher #:		113543 Invoice		Invoice No: 00006085	
						11/13/2020	
							Paid Amt: \$120.00
							Check Amount: \$120.00
							Vendor Total: \$120.00
28878		MEDICARE BLUE RX		001	105119		Check
		0717		B 01 215 024		D. Swenson Dec 2020 Ins	\$167.50
	PO#: 50258	Voucher #:		113587 Invoice		Invoice No: 203110241406	
						11/20/2020	
							Paid Amt: \$167.50
							Check Amount: \$167.50
							Vendor Total: \$167.50
5393		METRO VOLLEYBALL OFFICIAL ASSN, LLC		001	105091		Check
		0717		E 01 300 296 000 305 342		VB Officials 10/29/20	\$216.00
				E 01 300 296 000 305 342		VB Officials 11/2/20	\$216.00
	PO#: 50258	Voucher #:		113541 Invoice		Invoice No: 602	
						11/13/2020	
							Paid Amt: \$432.00
							Check Amount: \$432.00
							Vendor Total: \$432.00
1488		MINNESOTA STATE UNIVERSITY, MANKATO		001	105120		Check
		0717		E 01 300 211 000 394 000		Elem Spanish	\$3,300.00
				E 01 300 211 000 394 000		Int Spanish	\$3,300.00
	PO#: 50302	Voucher #:		113590 Invoice		Invoice No: 01170150	
						11/20/2020	
							Paid Amt: \$6,600.00
							Check Amount: \$6,600.00
							Vendor Total: \$6,600.00

Jordan Public Schools Detail Payment Register By Vendor

Code Rcd	Vendor Co	Bank	Check No	Pmt/Void Date	Pmt Type
3967					
MINNESOTA VALLEY ELECTRIC COOPERATIVE					
	0717	001	105121		
	E 01	005 810 000 330 201		Ballfield Lights	Check
					\$10.74
PO#:	Voucher #:	113588	Invoice	11/20/2020	Paid Amt: \$10.74
			Invoice No: 1119/20		Check Amount: \$10.74
					Vendor Total: \$10.74
27090					
MN HARVEST, LLC					
	0717	001	105076		
	E 02	300 770 709 490 000		HS	Check
					\$70.00
	E 02	128 770 709 490 000		MS	
					\$70.00
	E 02	100 770 709 490 000		ES	
					\$70.00
PO#:	Voucher #:	113439	Invoice	11/16/2020	Paid Amt: \$210.00
			Invoice No: 1660		Check Amount: \$210.00
					Vendor Total: \$420.00
10854					
MN SCHOOL BOARDS ASSN					
	0717	001	105092		
	E 01	005 010 000 820 000		FY21-Assn Dues	Check
					\$6,406.00
	E 01	005 010 000 405 000		FY21-Boardbook Subscription Tier 1	
					\$2,100.00
	E 01	005 010 000 820 000		FY21-Policy Services Renewal	
					\$715.00
PO#: 49482	Voucher #:	113542	Invoice	11/13/2020	Paid Amt: \$9,221.00
			Invoice No: 24965K2J3D2		Check Amount: \$9,221.00
					Vendor Total: \$9,221.00
10857					
MN STATE HIGH SCHOOL LEAGUE					
	0717	001	105077		
	E 01	300 292 000 820 300		Dues-402-Basketball Boys	Check
					\$160.00
	E 01	300 292 000 820 300		Dues-403-Basketball Girls	
					\$160.00
	E 01	300 292 000 820 300		Dues- 409-Gymnastics Girls	
					\$160.00
	E 01	300 292 000 820 300		Dues-411-Nordic Ski Racing Boys	
					\$160.00
	E 01	300 292 000 820 300		Dues-421-One Act Play	
					\$160.00
	E 01	300 292 000 820 300		Dues-424-Wrestling	
					\$160.00
	E 01	300 292 000 820 300		Dues-427-Nordic Ski Racing Girls	
					\$160.00
	E 01	300 292 000 820 300		Dues-461-Cheerleading	
					\$160.00
	E 01	300 292 000 820 300		Dues-464/465-Dance, High Kick, & Jazz	
					\$160.00

Jordan Public Schools Detail Payment Register By Vendor

Code Rcd	Vendor Co	Bank	Check No	Pmt/Void Date	Pmt Type	Amount
10857 MN STATE HIGH SCHOOL LEAGUE						
	0717	001	105077		Check	\$160.00
	E 01	300 292 000 820 300	Dues-415-Speech			
PO#: 49621	Voucher #:	113440	Invoice	11/16/2020		
			Invoice No: 2020-2021 Dues			
Paid Amt: \$1,600.00						Check Amount: \$1,600.00
Vendor Total: \$1,600.00						
5428 MONTREUIL/BRAD & LIZ						
	0717	STUD	1867		Check	\$821.00
	E 27	300 298 301 369 963	FY21 Spanish Trip Refund-Owen			
PO#:	Voucher #:	113603	Invoice	11/20/2020		
			Invoice No: Peru Trip Refund			
Paid Amt: \$821.00						Check Amount: \$821.00
Vendor Total: \$821.00						
27111 NORMANDALE COMMUNITY COLLEGE						
	0717	001	105093		Check	\$2,750.00
	E 01	300 211 000 394 000	Intro to Ed			
	E 01	300 211 000 394 000	College Writing			
PO#: 50144	Voucher #:	113544	Invoice	11/13/2020		
			Invoice No: 00770015			
Paid Amt: \$5,500.00						Check Amount: \$5,500.00
5429 OFFICE OF MNIT SERVICES						
	0717	001	105123		Check	\$74,475.00
	E 01	300 211 000 394 000	PSEO Fall Semester FY21			
PO#: 50142	Voucher #:	113591	Invoice	11/20/2020		
			Invoice No: 00770042			
Paid Amt: \$74,475.00						Check Amount: \$74,475.00
Vendor Total: \$79,975.00						
5429 OGDahl/MICHAEL & CARLY						
	0717	STUD	1868		Check	\$710.00
	E 27	300 298 301 369 963	FY21 Spanish Peru Trip Refund-Audrey			
PO#:	Voucher #:	113604	Invoice	11/20/2020		
			Invoice No: Peru Trip Refund			
Paid Amt: \$710.00						Check Amount: \$710.00
Vendor Total: \$710.00						
5417 PROMOTION GRAPHICS						
	0717	001	105078		Check	\$441.46
	E 01	100 203 000 530 164	Playground Sign			

Jordan Public Schools Detail Payment Register By Vendor

Code Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type	Paid Amt:	Check Amount:	Vendor Total:
5417 PROMOTION GRAPHICS									
	0717	001		105078		Check			
	E 01	100	203 000 530 164	Installation	11/16/2020		\$162.00		
PO#: 50234	Voucher #:	113445	Invoice	Invoice No: Deposit				\$603.46	\$603.46
							Vendor Total:		\$603.46
20698 RATWIK, ROSZAK & MALONEY, PA									
	0717	001		105079		Check			
	E 01	005	110 000 311 000	Professional Fees	11/16/2020		\$3,062.65		
PO#: 50200	Voucher #:	113441	Invoice	Invoice No: 67549				\$3,062.65	\$3,062.65
							Vendor Total:		\$3,062.65
5421 RESENDIZ/JUAN&AIDA									
	0717	001		105124		Check			
	R 01	128	296 000 052 306	Fee for MS basketball	11/20/2020		\$50.00		
PO#: 50290	Voucher #:	113608	Invoice	Invoice No: MS BB Refund				\$50.00	\$50.00
							Vendor Total:		\$50.00
26829 RIDGEWATER COLLEGE									
	0717	001		105095		Check			
	E 01	300	211 000 394 000	Post Secondary-Fall Semester 2020-2021-C. Sc	11/13/2020		\$3,164.00		
PO#: 50123	Voucher #:	113546	Invoice	Invoice No: 237401				\$3,164.00	\$3,164.00
							Vendor Total:		\$3,164.00
5083 RING THE BELL FITNESS LLC									
	0717	001		105125		Check			
	E 04	005	508 321 305 000	Ring the Bell Session 7	11/20/2020		\$258.45		
PO#: 50314	Voucher #:	113592	Invoice	Invoice No: Session 7				\$258.45	\$258.45
							Vendor Total:		\$258.45
4705 Rockin Jump									
	0717	001		105069		Check			
	E 04	005	570 321 369 000	Group Sales Jump			\$459.00		
	E 04	005	570 321 369 000	Socks			\$117.00		
	E 04	005	570 321 369 000	Group Sales Jump			\$153.00		
PO#: 50444	Voucher #:	113432	Invoice	Invoice No: Kids Co Field Trip	11/16/2020			\$729.00	\$729.00
							Vendor Total:		\$729.00

Jordan Public Schools Detail Payment Register By Vendor

Code Rcd	Vendor Co	Bank	Check No	Pmt/Void Date	Pmt Type	Paid Amt:	Check Amount:	Vendor Total:
5430								
ROOK/CHRISOPHER & REBEKAH								
	0717	STUD	1869		Check			
	E 27	300	298	301 369 963		\$915.00		
	Invoice #:		113605	Invoice No: Peru Trip Refund				
	FY21 Spanish Peru Trip Refund-Leah			11/20/2020				
	PO#:					\$915.00	\$915.00	\$915.00
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27328								
SCOTT COUNTY								
	0717		105096		Check			
	E 06	005	870	791 305 000		\$5,097.00		
	Property#229300490 2nd Half Taxes 2020							
	PO#:		49400	Invoice No: Property#229300490				
	11/13/2020					\$5,097.00	\$5,097.00	\$5,097.00
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3529								
SOCCER SHOTS								
	0717		105097		Check			
	E 04	005	505	321 305 515		\$616.00		
	Fall 2020 Mini 7 students							
	E 04	005	505	321 305 515		\$1,320.00		
	Fall 2020 Classic 15 students							
	E 04	005	505	321 305 515		\$1,408.00		
	Fall 2020 Premier 16 students							
	PO#:		50226	Invoice No: J2020.02.11				
	11/13/2020					\$3,344.00	\$3,344.00	\$3,344.00
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16835								
SOUTH CENTRAL SERVICE COOP.								
	0717		105080		Check			
	E 01	005	865	352 305 000		\$586.80		
	EMS-Sept 2020 IEA							
	PO#:		50129	Invoice No: 19977				
	11/16/2020					\$586.80	\$586.80	\$586.80
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10214								
SOUTHWEST METRO INTERMEDIATE DISTRICT								
	0717		105098		Check			
	E 01	305	365	830 390 000		\$2,522.97		
	Auto							
	E 01	305	365	830 390 000		\$2,803.30		
	Crim Justice							
	E 01	305	365	830 390 000		\$280.33		
	Computer							
	E 01	305	365	830 390 000		\$1,121.32		
	Cosmo							
	E 01	305	321	830 390 000		\$3,363.96		
	Med Careers							
	E 01	305	361	830 390 000		\$280.33		
	Photo							
	E 01	305	301	830 390 000		\$2,803.30		
	Ag							
	PO#:		50259	Invoice No: 2690				
	11/13/2020					\$13,175.51	\$13,175.51	\$13,175.51
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Jordan Public Schools Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
5432							
ST PETER BASKETBALL ASSOCIATION							
		0717	001	R	04 000 505 321 050 515	BB Tourney Refund 2/6-7, 2021	Check
					105126		\$350.00
	PO#: 50308	Voucher #:	113593	Invoice	Invoice No: Refund	11/20/2020	
							Paid Amt: \$350.00
							Check Amount: \$350.00
							Vendor Total: \$350.00
26416							
STEMIG, CHERIE							
		0717	001	E	01 100 203 000 430 233	Dollar Tree	Check
					105099		\$5.00
						Capers	\$12.00
						Joann's	\$11.00
						Joann's	\$7.14
						ABC & Toy Zone	\$23.94
	PO#: 50225	Voucher #:	113548	Invoice	Invoice No: Reimbursement	11/13/2020	
							Paid Amt: \$59.08
							Check Amount: \$59.08
							Vendor Total: \$59.08
4922							
T MOBILE							
		0717	001	E	01 005 630 154 320 605	Hot Spot Service 9/21/20-10/20/20-COVID	Check
					105100		\$1,890.00
	PO#: 50205	Voucher #:	113551	Invoice	Invoice No: 963842030	11/13/2020	
							Paid Amt: \$1,890.00
							Check Amount: \$1,890.00
							Vendor Total: \$1,890.00
4700							
TEACHERS ON CALL							
		0717	001	E	01 100 203 000 394 999	JES	Check
					105101		\$938.28
						JES Non Licensed SPED	\$435.38
						JES DCD Para	\$113.94
						JES SLD Para	\$97.06
						Preschool	\$196.80
						JMS	\$348.30
						JMS Staff Dev	\$348.30
						JHS	\$174.15
						JHS Non Licensed SPED	\$174.15
	PO#: 50231	Voucher #:	113552	Invoice	Invoice No: 119100	11/13/2020	
							Paid Amt: \$2,826.36
							Check Amount: \$2,826.36
							Vendor Total: \$2,826.36
0717							
				E	01 100 203 000 394 999	JES	Check
					105127		\$870.75
						JES SLD Para	\$113.94
						JMS	\$174.15

Jordan Public Schools Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type			
4700		TEACHERS ON CALL								
		0717	001		105127					
		E 01	128	411	740	394	999	JMS ASD Para	\$118.16	Check
		E 01	128	640	316	305	999	JMS Staff Dev	\$522.45	
		E 04	005	582	344	394	999	Preschool	\$154.60	
	PO#: 50284	Voucher #:	113594	Invoice	No: 119572					Paid Amt: \$1,954.05
		E 01	100	203	000	394	999	JES	\$957.84	
		E 01	100	400	000	307	999	JES SPED Non Licensed	\$174.16	
		E 01	100	407	740	307	999	JES SLD Para	\$71.74	
		E 01	100	411	740	307	999	JES ASD Para	\$109.72	
		E 01	128	640	316	305	999	JMS	\$348.30	
		E 01	300	211	000	394	999	JHS	\$174.15	
		E 04	005	582	344	394	999	Preschool	\$300.75	
	PO#: 50285	Voucher #:	113595	Invoice	No: 119340					Paid Amt: \$2,136.66
										Check Amount: \$4,090.71
										Vendor Total: \$6,917.07
27648		VINERY								
		0717	STUD		1861					
		E 27	300	298	301	401	971	Coronations Flowers	\$23.73	Check
	PO#: 50181	Voucher #:	113356	Invoice	No: 10/30/20					Paid Amt: \$23.73
										Check Amount: \$23.73
										Vendor Total: \$23.73
2358		VIZENOR, AMY								
		0717	STUD		1870					
		E 27	300	298	301	369	963	FY21 Spanish Trip Refund-Amy & Abby	\$1,408.00	Check
	PO#: 50301	Voucher #:	113606	Invoice	No: Peru Trip Refund					Paid Amt: \$1,408.00
										Check Amount: \$1,408.00
										Vendor Total: \$1,408.00
4021		VOLBERT CONSTRUCTION								
		0717	001		105128					
		E 01	128	865	379	520	000	LTFM JMS Gender Nuetral Bathroom	\$2,244.00	Check
	PO#: 50301	Voucher #:	113596	Invoice	No: 420					Paid Amt: \$2,244.00
										Check Amount: \$2,244.00
										Vendor Total: \$2,244.00
27930		WAGNER PRESS & GRAPHICS								
		0717	001		105081					
		E 01	128	050	000	401	000	Pride Passes for Students	\$163.00	Check
	PO#: 50083	Voucher #:	113443	Invoice	No: 33499					Paid Amt: \$163.00
		E 01	100	203	000	401	000	STOP AND THINK	\$110.00	
										Vendor Total: \$2,244.00

Jordan Public Schools Detail Payment Register By Vendor

Code Rcd	Vendor Co	Bank	Check No	Pmt/Void Date	Pmt Type
27930 WAGNER PRESS & GRAPHICS					
	0717	001	105081		
	E 01	100 203 000 401 000		#10 REGULAR ENVELOPES	Check
				11/16/2020	\$195.00
PO#: 50079	Voucher #:	113444	Invoice No:	33500	Paid Amt: \$305.00
					Check Amount: \$468.00
				Vendor Total:	\$468.00
4624 WAYNE DAUWALTER PLUMBING					
	0717	001	105129		
	E 01	128 810 000 350 272		MS Front Office Ceiling 10/15/20	Check
				11/20/2020	\$1,609.34
PO#: 50242	Voucher #:	113597	Invoice No:	6241	Paid Amt: \$1,609.34
					Check Amount: \$1,609.34
				Vendor Total:	\$1,609.34
5431 WENISCH/CRAIG & SHERRY					
	0717	STUD	1871		
	E 27	300 298 301 369 963		FY21 Spanish Peru Trip Refund-Sherry & Avery	Check
				11/20/2020	\$2,050.00
PO#: 49835	Voucher #:	113607	Invoice No:	Peru Trip Refund	Paid Amt: \$2,050.00
					Check Amount: \$2,050.00
				Vendor Total:	\$2,050.00
5351 WRIGHT COUNTY CONFERENCE					
	0717	001	105102		
	E 01	300 292 000 820 300		WC Conference Dues	Check
				11/13/2020	\$2,300.00
PO#: 49835	Voucher #:	112797	Invoice No:	Conference Dues FY21	Paid Amt: \$2,300.00
					Check Amount: \$2,300.00
				Vendor Total:	\$2,300.00
				Report Total:	\$245,138.51

Jordan Public Schools
Detail Payment Register By Vendor
Fund Summary

Fund Description	Total
01 General Fund	\$217,303.74
02 Food Service Fund	\$942.29
04 Community Education	\$10,372.75
06 Building Fund	\$5,097.00
18 Custodial Fund	\$45.00
27 Student Activity Accounts	\$11,377.73
Report Total	\$245,138.51

**JORDAN DISTRICT SCHOOLS
POLICY**

Adopted: September 12th, 2007

Revised: December 14th, 2020

416 DRUG AND ALCOHOL TESTING

I. PURPOSE

- A. The school board recognizes the significant problems created by drug and alcohol use in society in general, and the public schools in particular. The school board further recognizes the important contribution that the public schools have in shaping the youth of today into the adults of tomorrow.
- B. The school board believes that a work environment free of drug and alcohol use will be not only safer, healthier, and more productive but also more conducive to effective learning. Therefore, to 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 Minn. Stat. §§ 181.950-181.957.

II. GENERAL STATEMENT OF POLICY

- A. All school district employees and job applicants whose positions require a commercial driver's license will be required to undergo drug and alcohol testing in accordance with federal law and the applicable provisions of this policy. The school district also may request or require that drivers submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957.
- B. The school district may request or require that any school district employee or job applicant, other than an employee or applicant whose position requires a commercial driver's license, submit to drug and alcohol testing in accordance with the provisions of this policy and as provided in Minn. Stat. §§ 181.950-181.957.
- C. The use, possession, sale, purchase, transfer, or dispensing of any drugs not

medically prescribed, including medical cannabis, regardless of whether 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 which are not medically prescribed, including medical cannabis, regardless of whether 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 which are not medically prescribed are prohibited from entering or remaining on school district property.

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

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

A. General Statement of Policy

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

B. Definitions

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

3. “Breath Alcohol Technician” (BAT) means an individual who instructs and assists individuals in the alcohol testing process and who operates the EBT.
4. “Commercial Motor Vehicle” (CMV) includes a vehicle which is designed to transport 16 or more passengers, including the driver.
5. “Designated Employer Representative” (DER) means a designated school district representative authorized to take immediate action to remove employees from safety-sensitive duties, to make required decisions in the testing and evaluation process, and to receive test results and other communications for the school district.
6. “Department of Transportation” (DOT) means United States Department of Transportation.
7. “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.
8. “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.
9. “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.
10. “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; (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.

11. "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 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.
12. "Screening Test Technician" (STT) means anyone who instructs and assists individuals in the alcohol testing process and operates an ASD.
13. "Stand Down" means to temporarily remove an employee from performing safety-sensitive functions after a laboratory reports a confirmed positive, an adulterated, or a substituted test result but before the MRO completes the verification process.
14. "Substance Abuse Professional" (SAP) means a qualified person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

C. Policy and Educational Materials

1. The school district shall provide a copy of this policy and procedures to each driver prior to the start of its alcohol and drug testing program and to each driver subsequently hired or transferred into a position requiring driving of a CMV.

2. The school district shall provide to each driver information 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.
3. The school district shall provide written notice to representatives of employee organizations that the information described above is available.
4. The school district shall require each driver to sign a statement certifying that he or she has received a copy of the policy and materials. This statement should be in the form of Attachment A to this policy. The school district will maintain the original signed certificate and will provide a copy to the driver if the driver so requests.

D. Alcohol and Controlled Substances Testing Program Manager

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

E. Specific Prohibitions for Drivers

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

2. Alcohol Possession. No driver shall be on duty or operate a CMV while the driver possesses alcohol.
3. On-Duty Use. No driver shall use alcohol while performing safety-sensitive functions.
4. Pre-Duty Use. No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. Use Following an Accident. No driver required to take a post-accident test shall use alcohol for eight (8) hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first.
6. Refusal to Submit to a Required Test. No driver shall refuse to submit to an alcohol or controlled substances test required by post-accident, random, reasonable suspicion, return-to-duty, or follow-up testing requirements. A verified adulterated or substituted drug test shall be considered a refusal to test.
7. Use of Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to instructions (which have been presented to the school district) from a licensed physician who 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 which prohibit the possession, transfer, sale, exchange, reporting to work under the influence of drugs or alcohol, and consumption of drugs or alcohol while at work or while on school district premises or operating any school district vehicle, machinery, or equipment.

F. Other Alcohol-Related Conduct

No driver found to have an alcohol concentration of 0.02 or greater but less than

0.04 shall perform safety-sensitive functions for at least twenty-four (24) hours following administration of the test. The school district will not take any action under this policy other than removal from safety-sensitive functions based solely on test results showing an alcohol concentration of less than 0.04 but may take action otherwise consistent with law and policy of the school district.

G. Prescription Drugs

A driver shall inform his or her supervisor if at any time the driver is using a controlled substance pursuant to a physician's prescription. The physician's instructions shall be presented to the school district upon request. Use of a prescription drug shall be allowed if the physician has advised the driver that the prescribed drug will not adversely affect the driver's ability to safely operate a CMV. Use of medical cannabis is prohibited notwithstanding the driver's enrollment in the patient registry.

H. Testing Requirements

1. Pre-Employment Testing

- a. A driver applicant shall undergo testing for [alcohol and] controlled substances, including medical cannabis, before the first time the driver performs safety-sensitive functions for the school district.
- b. Tests shall be conducted only after the applicant has received a conditional offer of employment.
- c. In order to 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.

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.

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.
- d. Random tests shall be unannounced. Dates for administering random tests shall be spread reasonably throughout the calendar year.
- e. Drivers shall proceed immediately to the collection site upon notification of selection; provided, however, that if the driver is performing a safety-sensitive function, other than driving, at the time of notification, the driver shall cease to perform the function and proceed to the collection site as soon as possible.

4. Reasonable Suspicion Testing

- a. The school district shall require a driver to submit to an alcohol test and/or controlled substances, including medical cannabis, test when a supervisor or school district official, who has been trained in accordance with the regulations, has reasonable suspicion to believe that the driver has used alcohol and/or controlled substances, including medical cannabis, on duty or within four (4) hours before coming on duty. 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.
 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 U.S.C. § 521(b). In addition, a refusal to submit to testing establishes a presumption that the driver or driver applicant would test positive if a test were conducted and makes the driver or driver applicant subject to discipline or disqualification under this policy.
- c. A driver applicant who refuses to submit to testing shall be disqualified from further consideration for the conditionally offered position.
- d. An employee who refuses to submit to testing shall not be permitted to perform safety-sensitive functions and will be considered insubordinate and subject to disciplinary action, up to and including dismissal. If an employee is offered an opportunity to return to a DOT safety-sensitive duty, the employee will be evaluated by an SAP and must submit to a return-to-duty test prior to being considered for reassignment to safety-sensitive functions.
- e. Drivers or driver applicants who refuse to submit to required testing will be required to sign Attachment C to this policy.

I. Testing Procedures

1. Drug Testing

- a. Drug testing is conducted by analyzing a donor's urine specimen. Split urine samples will be collected in accordance with federal regulations. The donor will provide a urine sample at a designated

collection site. The collection site personnel will then pour the sample into two sample bottles, labeled “primary” and “split,” seal the specimen bottles, complete the chain of custody form, and prepare the specimen bottles for shipment to the testing laboratory for analysis. The specimen preparation shall be conducted in sight of the donor.

- b. If the donor is unable to provide the appropriate quantity of urine, the collection site person shall instruct the individual to drink up to forty (40) ounces of fluid distributed reasonably through a period of up to three (3) hours to attempt to provide a sample. If the individual is still unable to provide a complete sample, the test shall be discontinued and the school district notified. The DER shall refer the donor for a medical evaluation to determine if the donor’s inability to provide a specimen is genuine or constitutes a refusal to test. For pre-employment testing, the school district may elect to not have a referral made, and revoke the employment offer.
- c. Drug test results are reported directly to the MRO by the testing laboratory. The MRO reports the results to the DER. If the results are negative, the school district is informed and no further action is necessary. If the test result is confirmed positive, adulterated, substituted, or invalid, the MRO shall give the donor an opportunity to discuss the test result. The MRO will contact the donor directly, on a confidential basis, to determine whether the donor wishes to discuss the test result. The MRO shall notify each donor that the donor has seventy-two (72) hours from the time of notification in which to request a test of the split specimen at the donor’s expense. No split specimen testing is done for an invalid result.
- d. If the donor requests an analysis of the split specimen within seventy-two (72) hours of having been informed of a confirmed positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another Department of Health and Human Services – SAMHSA certified laboratory for analysis. If the donor has not contacted the MRO within seventy-two (72) hours, the donor may present the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the confirmed positive test, or other circumstances unavoidably prevented the donor from timely making contact. If the MRO concludes that a legitimate explanation for the donor’s failure to contact him/her within seventy-two (72) hours exists, the MRO shall direct the analysis of the split specimen. The MRO will review the confirmed positive test result to determine whether an acceptable medical reason for the positive result exists. The MRO shall confirm and report a positive test result to the DER and the employee when no legitimate medical reason for a positive test

result as received from the testing laboratory exists.

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

2. Alcohol Testing

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

- e. Alcohol tests are reported directly to the DER.

J. Driver/Driver Applicant Rights

1. All drivers and driver applicants subject to the controlled substances testing provisions of this policy who receive a confirmed positive test result for the use of controlled substances have the right to request, at the driver's or driver applicant's expense, a confirming retest of the split urine sample. If the confirming retest is negative, no adverse action will be taken against the driver, and a driver applicant will be considered for employment.
2. The school district will not discharge a driver who, for the first time, receives a confirmed positive drug or alcohol test UNLESS:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with the SAP; and
 - 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 Minn. Stat. Ch. 13. Any information concerning the individual's test results and records shall not be released without written permission of the individual, except as provided for by regulation or law.

M. Recordkeeping Requirements and Retention of Records

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

Basic records	5 years
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“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
Collection records	2 years
Negative and cancelled drug 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.

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

416-16

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 Minn. Stat. §§ 181.950-181.957. For purposes of such additional, non-mandatory testing, drivers fall within the definition of "other employees" covered by Section IV. of this policy.

IV. DRUG AND ALCOHOL TESTING FOR OTHER EMPLOYEES

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

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

1. General Limitations

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

2. Job Applicant Testing

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

3. Random Testing

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

4. Reasonable Suspicion Testing

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

- a. is under the influence of drugs or alcohol;
- b. has violated the school district's written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while the

employee is working or while the employee is on the school district's premises or operating the school district's vehicles, machinery, or equipment;

- c. has sustained a personal injury, as that term is defined in Minn. Stat. § 176.011, Subd. 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 according to the standards established under one of the programs listed in Minn. Stat. § 181.953, Subd. 1, for the purpose of measuring the presence or absence of

drugs, alcohol, or their metabolites in the sample tested.

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

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

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

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

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

E. Reliability and Fairness Safeguards

1. Pretest Notice

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

2. Notice of Test Results

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

3. Notice of and Right to Test Result Report

Within three (3) working days after receipt of a test result report from the testing laboratory, the school district shall inform in writing, an employee

or job applicant who has undergone drug or alcohol testing of the employee or job applicant's right to request and receive from the school district a copy of the test result report on any drug or alcohol test.

4. Notice of and Right to Explain Positive Test Result

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

5. Notice of and Right to Request Confirmatory Retests

- a. If an employee or job applicant has a positive test result on a confirmatory test, the school district shall provide him or her 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 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 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 him or her of other rights provided under Sections F. or G., below, whichever is applicable.

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

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

1. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
2. In the case of a positive test result on a confirmatory test, the employee shall be subject to discipline which includes, but is not limited to, immediate suspension without pay and immediate discharge, pursuant to the provisions of this policy.
3. The school district may not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol test requested by the school district, unless the following conditions have been met:
 - a. The school district has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the school district after consultation with a certified chemical abuse counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
4. Notwithstanding Paragraph 1., the school district may temporarily suspend the tested employee or transfer that employee to another position at the

same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the school district believes that it is reasonably necessary to protect the health or safety of the employee, co-employees or the public. An employee who has been suspended without pay must be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

5. The school district may not discharge, discipline, discriminate against, request, or require rehabilitation of an employee on the basis of medical history information or the employee's status as a patient enrolled in the medical cannabis registry program revealed to the school district, unless the employee was under an affirmative duty to provide the information before, upon, or after hire, or failing to do so would violate federal law or regulations or cause the school district to lose money or licensing-related benefit under federal law or regulations.
6. The school district may not discriminate against any employee in termination, discharge, or any term of condition of employment or otherwise penalize an employee based upon an employee registered patient's positive drug test for cannabis components or metabolites, unless the employee used, possessed, or was impaired by medical cannabis on school district property during the hours of employment.
7. An employee must be given access to information in his or her personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process and conclusions drawn from and actions taken based on the reports or other acquired information.

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

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

H. Chain-of-Custody Procedures

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

1. Possession of a sample must be traceable to the employee from whom the sample is collected, from the time the sample is collected through the time the sample is delivered to the laboratory;
2. The sample must always be in the possession of, must always be in view

of, or must be placed in a secure area by a person authorized to handle the sample;

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 Minn. Stat. Ch. 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 Minn. Stat. Ch. 43A or other applicable state or local law, or a judicial proceeding, provided that information is relevant to the hearing or proceeding; (2) disclosed to any federal agency or other unit of the United States government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract; and (3) disclosed to a substance abuse treatment facility for the purpose of evaluation or treatment of the employee.

4. Privilege

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

J. Notice of Testing Policy to Affected Employees

The school district shall provide written notice of this drug and alcohol testing

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

V. POSTING

The school district shall post notice in an appropriate and conspicuous location on its premises that it has adopted a drug and alcohol testing policy and that copies of the policy are available for inspection during regular business hours by its employees or job applicants in its personnel office or other suitable locations.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 43A (State Personnel Management)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
Minn. Stat. § 152.32 (Protections for Registry Program Participation)
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. § 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 which 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.

(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. 717, 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:

- G Upon adoption of the policy. (employee).
- G Upon my hire. (job applicant/new employee).
- G 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

(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: _____

(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: _____

G Employee refusal to sign

Supervisor's Initials: _____

(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. 717, 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

(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. 717, Jordan, 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.

(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. 717, Jordan, 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:

- G no over-the-counter or prescription medications; or
- G 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

(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. 717, Jordan, Minnesota and have read it in its entirety.

The District's policy was provided to me:

- G Upon adoption of the policy. (employee).
- G Upon my hire. (job applicant/new employee).
- G 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: December 14th, 2020

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 of controlled substances, medical cannabis, toxic substances, and alcohol is prohibited in the school setting in accordance with school district policies with respect to a Drug-Free Workplace/Drug-Free School.
- B. The policy of this school district is to provide an instructional program in every elementary and secondary school in chemical abuse and the prevention of chemical dependency.
- C. The school district shall establish and maintain in every school 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 superintendent, with the advice of the school board, shall be responsible for establishing a school and community advisory team to address chemical abuse problems in the district.
- E. The school district shall establish and maintain a program to educate and assist employees, students and others in understanding this policy and the goals of achieving drug-free schools and workplaces.

III. DEFINITIONS

- A. "Chemical abuse" 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 student's normal function in academic, school, or social activities is chronically impaired.

- B. "Chemicals" includes, but is not limited to, alcohol, toxic substances, medical cannabis, and controlled substances as defined in the school district's Drug-Free Workplace/Drug-Free School policy.
- C. "Use" includes to sell, buy, manufacture, distribute, dispense, use, or be under the influence of alcohol and/or controlled substances, whether or not for the purpose of receiving remuneration.
- D. "School location" includes any school building or on any school premises; on any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off-school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the school district; or during any period of time such employee is supervising students on behalf of the school district or otherwise engaged in school district business.

IV. STUDENTS

A. Instruction

- 1. Every school shall provide an instructional program in chemical abuse and the prevention of chemical dependency. The school district may involve parents, students, health care professionals, state department staff, and members of the community in developing the curriculum.

2. Each school shall have age-appropriate and developmentally based activities that:
 - a. address the consequences of violence and the illegal use of drugs, as appropriate;
 - b. promote a sense of individual responsibility;
 - c. teach students that most people do not illegally use drugs;
 - d. teach students to recognize social and peer pressure to use drugs illegally and the skills for resisting illegal drug use;
 - e. teach students about the dangers of emerging drugs;
 - f. engage students in the learning process; and
 - g. incorporate activities in secondary schools that reinforce prevention activities implemented in elementary schools.
3. Each school shall have activities that involve families, community sectors (which may include appropriately trained seniors), and a variety of drug and violence prevention providers in setting clear expectations against violence and illegal use of drugs and appropriate consequences for violence and illegal use of drugs.
4. Each school shall disseminate drug and violence prevention information within the school and to the community.
5. Each school shall have professional development and training for, and involvement of, school personnel, student services personnel, parents, and interested community members in prevention, education, early identification and intervention, mentoring, or rehabilitation referral, as related to drug and violence prevention.
6. Each school shall have drug and violence prevention activities that may include the following:
 - a. Community-wide planning and organizing activities to reduce violence and illegal drug use, which may include gang activity prevention.
 - b. The hiring and mandatory training, based on scientific research, of school security personnel who interact with students in support of youth drug and violence prevention activities under this policy that are implemented in the school.

- c. Conflict resolution programs, including peer mediation programs that educate and train peer mediators and a designated faculty supervisor, and youth anti-crime and anti-drug councils and activities.
- d. Counseling, mentoring, referral services, and other student assistance practices and programs, including assistance provided by qualified school-based mental health services providers and the training of teachers by school-based mental health services providers in appropriate identification and intervention techniques for students at risk of violent behavior and illegal use of drugs.
- e. Programs that encourage students to seek advice from, and to confide in, a trusted adult regarding concerns about violence and illegal drug use.

B. Reports of Chemical Use and Abuse

1. In the event that a school district employee knows that a student is abusing, possessing, transferring, distributing, or selling chemicals in a school location:
 - a. The employee shall immediately either take the student to an administrator or notify an appropriate administrator of the observation and continue to observe the student until the administrator arrives.
 - b. The administrator will notify the student's parents. If there is a medical emergency, the administrator will notify the school nurse and/or outside medical personnel as appropriate.
 - c. The administrator will notify law enforcement officials, the student's counselor, and the chemical preassessment team.
 - d. The administrator and/or law enforcement officials will confiscate the chemicals and/or conduct a search of the student's person, effects, locker, vehicle, or areas within the student's control. Searches by school district officials shall be in accordance with school board policies regarding search and seizure.
 - e. The school district will take appropriate disciplinary action in compliance with the student discipline code. Such discipline may include immediate suspension, initiation of expulsion proceedings, and/or referral to a detoxification center or medical center.
2. If a school district employee has reason to believe that a student is abusing, possessing, transferring, distributing, or selling chemicals:

- a. The employee shall notify the building administrator or a member of the preassessment team and shall describe the basis for the suspicion. The building administrator and/or team will determine what action should be taken. Action may include conducting an investigation, gathering data, scheduling a conference with the student or parents, or providing a meeting between a single member of the team and the student to discuss the behaviors that have been reported and attempting to ascertain facts regarding chemical abuse.
 - b. The team may determine there is no chemical abuse. If the team determines there is chemical abuse, the team will select an appropriate course of action, which may include referral to a school counselor; referral to a treatment program; referral for screening, assessment, and treatment planning; participation in support groups; or other appropriate measures.
3. Students involved in the abuse, possession, transfer, distribution, or sale of chemicals shall be suspended in compliance with the student discipline policy and the Pupil Fair Dismissal Act, Minn. Stat. § 121A.40-121A.56, and proposed for expulsion.
 4. Searches by school district officials in connection with the abuse, possession, transfer, distribution, or sale of chemicals will be conducted in accordance with school board policies related to search and seizure.

C. Preassessment Team

1. Every school shall have a chemical abuse preassessment team designated by the superintendent or designee. The team will be composed of classroom teachers, administrators, and other appropriate professional staff to the extent they exist in each school, such as the school nurse, school counselor or psychologist, social worker, chemical abuse specialist, or others.
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.

D. Data Practices

1. Student data may be disclosed without consent in health and safety emergencies pursuant to Minn. Stat. § 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 such information, 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. This section shall govern destruction of records notwithstanding provisions of the Records Management Act, Minn. Stat. § 138.163.

E. 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.

F. School and Community Advisory Team

1. The superintendent, with the advice of the school board, shall establish a school and community advisory team to address chemical abuse problems. The advisory team will be composed of representatives from the school preassessment teams to the extent possible, law enforcement agencies, county attorney's office, social service agencies, chemical abuse treatment programs, parents, and the business community.
2. The advisory team shall:
 - a. build awareness of the problem within the community, identify available treatment and counseling programs for students, and develop good working relationships and enhance communication between the schools and other community agencies; and
 - b. develop a written procedure clarifying the notification process to be used by the chemical abuse preassessment team when a student is believed to be in possession of or under the influence of alcohol or a controlled substance. The procedure must include contact with the student and the student's parents or guardian in the case of a minor student.

V. EMPLOYEES

- A. The superintendent or designee shall undertake and maintain a drug-free awareness and prevention program to inform employees, students, and others about:
1. The dangers and health risks of chemical abuse in the workplace/school.
 2. The school district's drug-free workplace/drug-free school policy.
 3. Any available drug or alcohol counseling, treatment, rehabilitation, re-entry, and/or assistance programs available to employees and/or students.
 4. The penalties that may be imposed on employees for drug abuse violations.
- B. The superintendent or designee shall notify any federal granting agency required to be notified under the Drug-Free Workplace Act within ten (10) days after receiving notice of a conviction of an employee for a criminal drug statute violation occurring in the workplace. To facilitate the giving of such notice, any employee aware of such a conviction shall report the same to the superintendent.

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. § 138.163 (Records Management Act)
Minn. Stat. § 144.343 (Pregnancy, Venereal Disease, Alcohol or Drug Abuse, Abortion)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. §§ 7101-7165 (Safe and Drug-Free Schools and Communities Act)
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 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 PUBLIC SCHOOLS
POLICY**

Adopted: March 8, 2010

Revised: December 14th, 2020

419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION.

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

II. GENERAL STATEMENT OF POLICY

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- 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 person who is found to have violated this policy.
- D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

III. Definitions

- A. “Electronic delivery device” means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery device includes any component part of a product. Electronic delivery devices include but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- B. “Heated tobacco product” means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.
- C. “Tobacco” means cigarettes and 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, including, but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- D. “Tobacco-related devices” means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.
- E. “Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.
- F. “Vaping” means using an activated electronic delivery device or heated tobacco product.

IV. EXCEPTIONS

- A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.
- C. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.

V. VAPING PREVENTION INSTRUCTION

- A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8
- B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.

IV. ENFORCEMENT

- A. All individuals on school premises shall adhere to this policy.
- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.
- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be

instituted against a repeated violator.

- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VII. DISSEMINATION OF POLICY

- A. This policy shall appear in the student handbook.
- B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)
Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to Children)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA Service Manual, Chapter 2, Students; Rights, Responsibilities and Behavior

JORDAN DISTRICT SCHOOLS
POLICY

Adopted: September 12, 2007

Revised: December 14th, 2020

420 STUDENTS AND EMPLOYEES WITH SEXUALLY TRANSMITTED INFECTIONS AND DISEASES AND CERTAIN OTHER COMMUNICABLE DISEASES AND INFECTIOUS CONDITIONS

I. PURPOSE

Public concern that students and staff of the school district be able to attend the schools of the district without becoming infected with serious communicable or infectious diseases, including but not limited to, Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS), Hepatitis B, and Tuberculosis, requires that the school board adopt measures effectively responding to health concerns while respecting the rights of all students, employees, and contractors, including those who are so infected. The purpose of this policy is to adopt such measures.

II. GENERAL STATEMENT OF POLICY

A. Students

The policy of the school board is that students with communicable diseases not be excluded from attending school in their usual daily attendance setting so long as their health permits and their attendance does not create a significant risk of the transmission of illness to students or employees of the school district. A procedure for minimizing interruptions to learning resulting from communicable diseases will be established by the school district in its IEP and Section 504 team process, if applicable, and in consultation with community health and private health care providers. Procedures for the inclusion of students with communicable diseases will include any applicable educational team planning processes, including the review of the educational implications for the student and others with whom the student comes into contact.

B. Employees

The policy of the school board is that employees with communicable diseases not be excluded from attending to their customary employment so long as they are physically, mentally, and emotionally able to safely perform tasks assigned to them and so long as their employment does not create a significant risk of the transmission of illness to students, employees, or others in the school district. If a reasonable accommodation will eliminate the significant risk of transmission, such accommodation will be undertaken unless it poses an undue hardship to the school district.

C. Circumstances and Conditions

1. Determinations of whether a contagious individual's school attendance or job performance creates a significant risk of the transmission of the illness to students or employees of the school district will be made on a case by case basis. Such decisions will be based upon the nature of the risk (how it is transmitted), the duration of the risk (how long the carrier is infectious), the severity of the risk (what is the potential harm to third parties), and the probabilities the disease will be transmitted and will cause varying degrees of harm. When a student is disabled, such a determination will be made in consultation with the educational planning team.
2. The school board recognizes that some students and some employees, because of special circumstances and conditions, may pose greater risks for the transmission of infectious conditions than other persons infected with the same illness. Examples include students who display biting behavior, students or employees who are unable to control their bodily fluids, who have oozing skin lesions, or who have severe disorders which result in spontaneous external bleeding. These conditions need to be taken into account and considered in assessing the risk of transmission of the disease and the resulting effect upon the educational program of the student or employment of the employee by consulting with the Commissioner of Health, the physician of the student or employee, and the parent(s)/guardian(s) of the student.

D. Students with Special Circumstances and Conditions

The school nurse, along with the infected individual's physician, the infected individual or parent(s)/guardian(s), and others, if appropriate, will weigh risks and benefits to the student and to others, consider the least restrictive appropriate educational placement, and arrange for periodic reevaluation as deemed necessary by the state epidemiologist. The risks to the student shall be determined by the student's physician.

E. Extracurricular Student Participation

Student participation in nonacademic, extracurricular and non-educational programs of the school district are subject to a requirement of equal access and comparable services.

F. Precautions

The school district will develop routine procedures for infection control at school and for educating employees about these procedures. The procedures shall be developed through cooperation with health professionals taking into consideration any guidelines of the Minnesota Department of Education and the Minnesota Department of Health. (These precautionary procedures shall be consistent with

the school district's procedures regarding blood-borne pathogens developed pursuant to the school district's employee right to know policy.)

G. Information Sharing

1. Employee and student health information shall be shared within the school district only with those whose jobs require such information and with those who have a legitimate educational interest (including health and safety) in such information and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements.
2. Employee and student health data shall be shared outside the school district only in accordance with state and federal law and with the school district's policies on employee and student records and data.

H. Reporting

If a medical condition of student or staff threatens public health, it must be reported to the Commissioner of Health.

I. Prevention

The school district shall, with the assistance of the Commissioners of Health and Education, implement a program to prevent and reduce the risk of sexually transmitted diseases in accordance with Minn. Stat. § 121A.23 which includes:

1. planning materials, guidelines, and other technically accurate and updated information;
2. a comprehensive, developmentally appropriate, technically accurate, and updated curriculum that includes helping students to abstain from sexual activity until marriage;
3. cooperation and coordination among school districts and Service Cooperatives;
4. a targeting of adolescents, especially those who may be at high risk of contracting sexually transmitted diseases and infections, for prevention efforts;
5. involvement of parents and other community members;
6. in-service training for district staff and school board members;
7. collaboration with state agencies and organizations having a sexually transmitted infection and disease prevention or sexually transmitted infection and disease risk reduction program;

8. collaboration with local community health services, agencies and organizations having a sexually transmitted infection and disease risk reduction program; and
9. participation by state and local student organizations.
10. The program must be consistent with the health and wellness curriculum.
11. The school district may accept funds for sexually transmitted infection and disease prevention programs developed and implemented under this section from public and private sources including public health funds and foundations, department professional development funds, federal block grants, or other federal or state grants.

J. Vaccination and Screening

The school district will develop procedures regarding the administration of Hepatitis B vaccinations and Tuberculosis screenings in keeping with current state and federal law. The procedures shall provide that the Hepatitis B vaccination series be offered to all who have occupational exposure at no cost to the employee.

Legal References: Minn. Stat. § 121A.23 (Health-Related Programs)
Minn. Stat. § 144.441-442 (Tuberculosis)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)
29 C.F.R. 1910.1030 (Occupational Exposure to Bloodborne Pathogens)
Kohl by Kohl v. Woodhaven Learning Center, 865 F.2d 930 (8th Cir.), *cert. denied*, 493 U.S. 892, 110 S.Ct. 239 (1989)
School Board of Nassau County, Fla. v. Arline, 480 U.S. 273, 107 S.Ct. 1123 (1987)
16 EHLR 712, OCR Staff Memo, April 5, 1990

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

**JORDAN DISTRICT SCHOOLS
POLICY**

Adopted: September 12, 2007

Revised: December 14th, 2020

422 POLICIES INCORPORATED BY REFERENCE

PURPOSE

Certain policies as contained in this policy reference manual are applicable to employees as well as to students. In order to avoid undue duplication, the school district provides notice by this section of the application and incorporation by reference of the following policies which also apply to employees:

Model Policy 102	Equal Educational Opportunity
Model Policy 103	Complaints – Students, Employees, Parents, Other Persons
Model Policy 206	Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations
Model Policy 211	Criminal or Civil Action Against School District, School Board Member, Employee, or Student
Model Policy 305	Policy Implementation
Model Policy 505	Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees
Model Policy 507	Corporal Punishment
Model Policy 510	Student Activities
Model Policy 511	Student Fundraising
Model Policy 517	Student Recruiting
Model Policy 518	DNR-DNI Orders
Model Policy 519	Interviews of Students by Outside Agencies
Model Policy 522	Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process
Model Policy 524	Internet Acceptable Use and Safety Policy
Model Policy 525	Violence Prevention
Model Policy 535	Service Animals in Schools
Model Policy 610	Field Trips
Model Policy 710	Extracurricular Transportation
Model Policy 711	Video Recording on School Buses
Model Policy 712	Video Surveillance Other Than on Buses
Model Policy 802	Disposition of Obsolete Equipment and Material

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

Legal References:

Cross References:

**JORDAN PUBLIC SCHOOLS
POLICY**

Adopted: October 8th, 2012

Reviewed: December 14th, 2020

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).
- A. “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.
- B. “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.
- C. “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.

- D. “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.
- E. “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.
- F. “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.
- G. “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- H. “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 U.S.C. §1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).
- I. “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 Minn. Stat. § 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.

- J. “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 U.S.C. § 1232g, or FERPA's regulations, and State law under Minn. Stat. § 13.32 34 C.F.R. Part 99, or as required by law, or to carry out the purposes of 34 C.F.R. 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 filing a formal complaint.
- B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district's ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant's wishes is not clearly unreasonable in light of the known circumstances.
- D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:
 - 1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
 - 2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
 - 3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
 - 4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;

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

VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
 - a. The school district undertakes an individualized safety and risk analysis;
 - b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
 - c. The school district determines 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 of 1972)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act of 1990, as amended)

20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and
Campus Crime Statistics Act (“Clery Act”))

Cross References: 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)

December 7th, 2020

Dear Jordan School Board,

Jordan High School will be making upgrades to the weight room. This has created a surplus of equipment we no longer will have use for. The items are being declared a surplus and will be sold, if board approved.



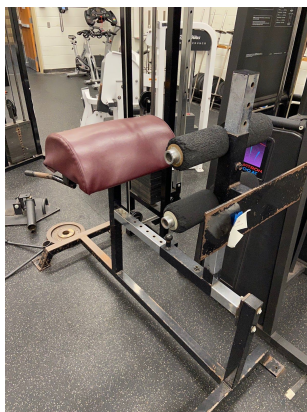
Ab Machine



Pec Deck



Pull up machine



Back extension



Hip Sled



Misc. Bars & weights

Sincerely,

Joe Perkl



INDEPENDENT SCHOOL DISTRICT NO. 717

Executive Summary - June 30, 2020



CPAs & BUSINESS ADVISORS



AUDIT RESULTS

AUDIT OPINION

- The District received a “clean” audit opinion
 - Unmodified opinion – financial statements are prepared using accounting principles generally accepted in the U.S. (GAAP)
 - Financial statements do not contain material misstatements and are fairly presented
- Opinion is merely the auditor’s professional opinion, based on audit work, on whether the financial statements were prepared in accordance with GAAP, free from material misstatement, and fairly presented



AUDIT OF FEDERAL FUNDS

- All entities with federal award expenditures of \$750,00+ in a year are required to obtain an annual audit
- Single audit – considers compliance with rules and regulation of applicable federal awards
- The District received an unmodified opinion on compliance for the major federal awards programs report



During 2020, the District expended approximately \$900,000 in Federal awards.



AUDIT FINDINGS

FINDINGS

Financial Statements:

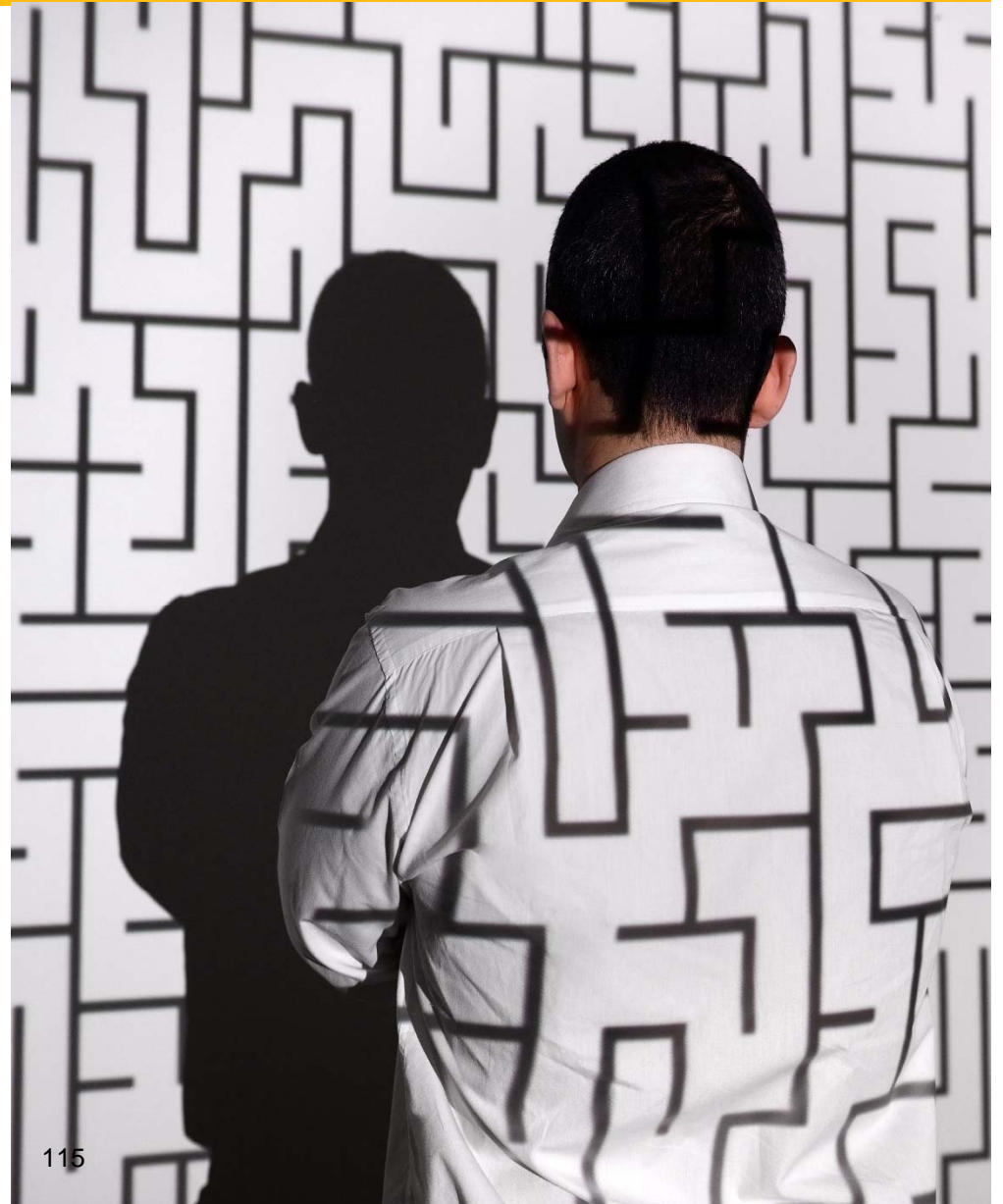
1. Preparation of Financial Statements

Minnesota Legal Compliance:

1. Inactive Student Activities

Federal Awards:

1. None



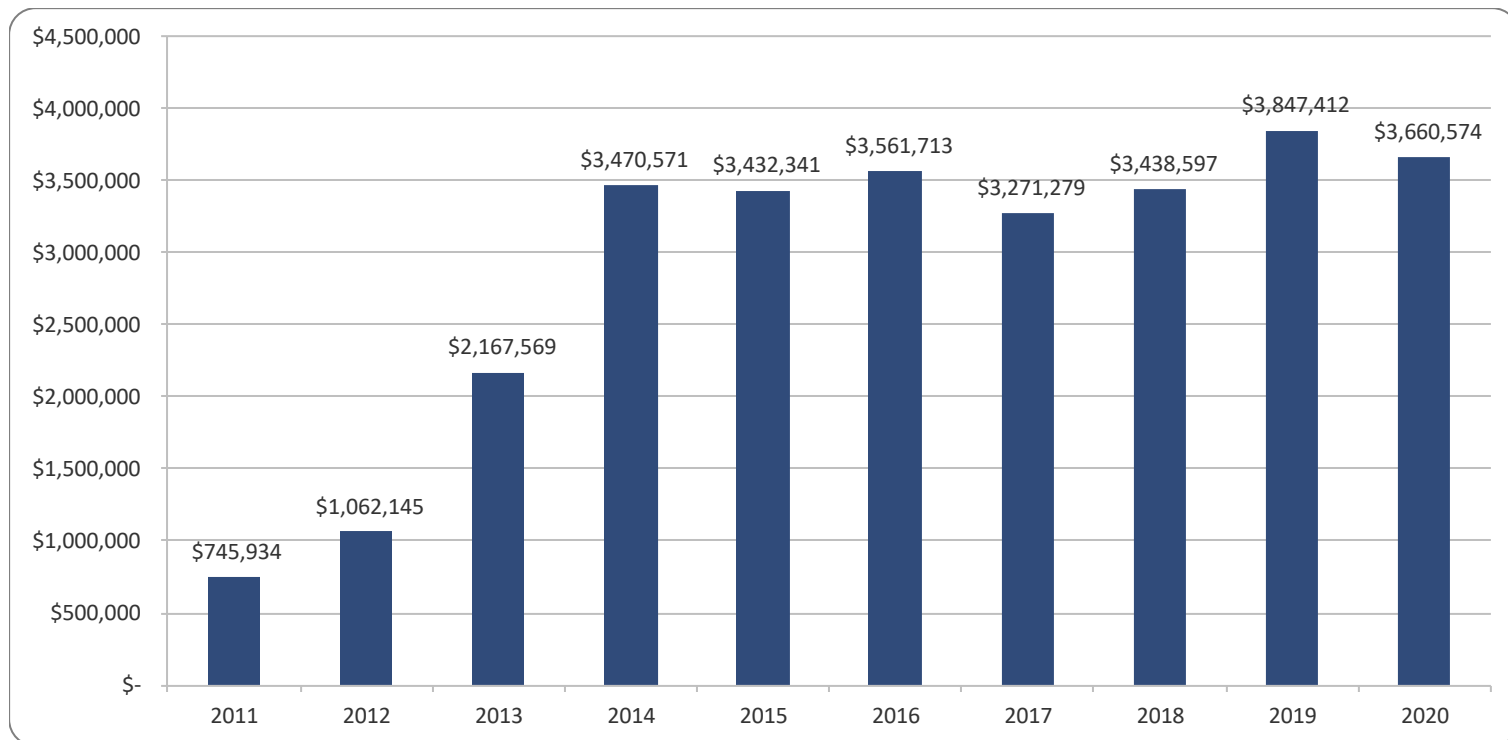


CASH AND INVESTMENTS

CASH/INVESTMENTS

Most significantly affected by the state aid payments structure.

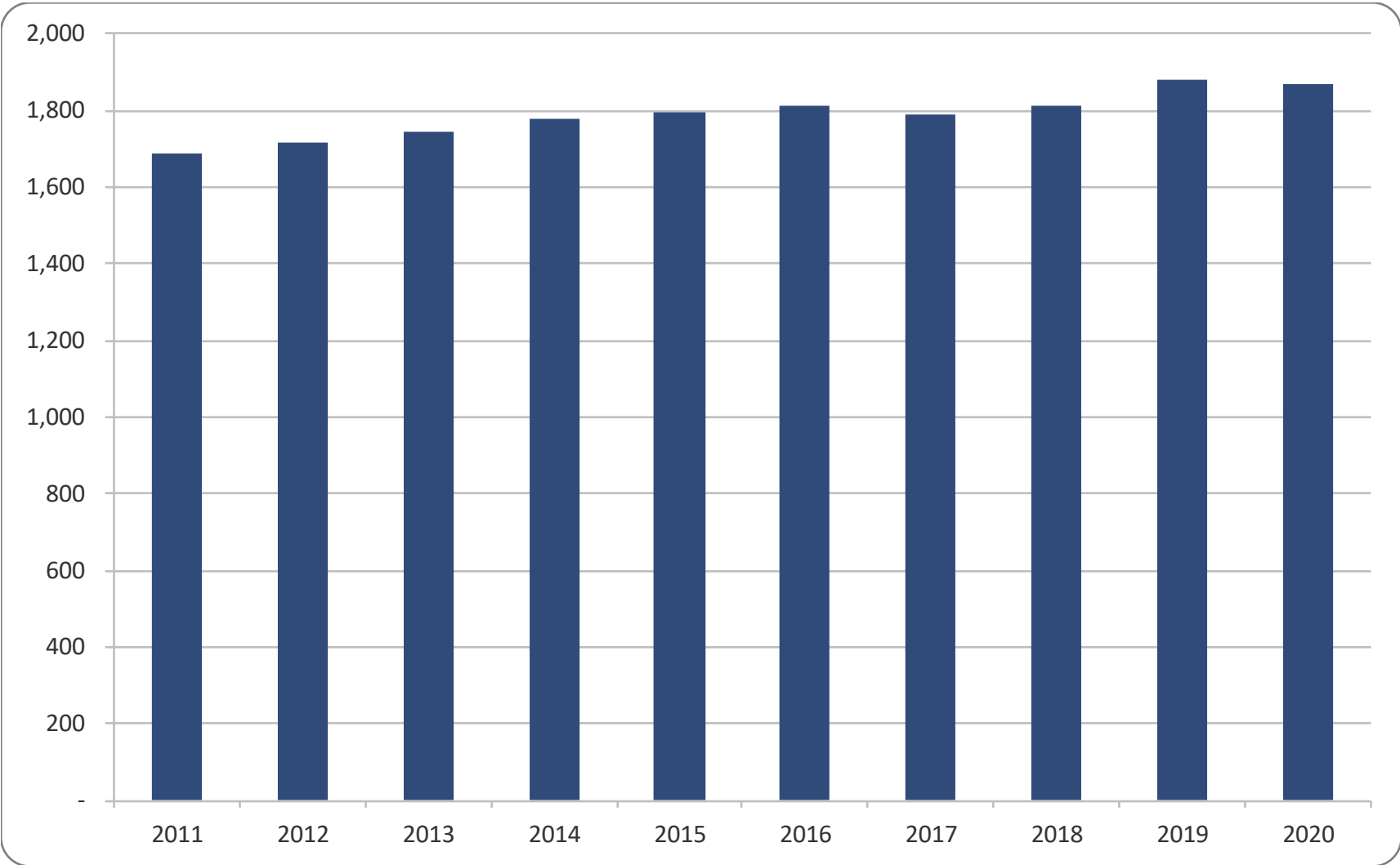
Balances (in thousands) of the District for the past ten years:





GENERAL FUND

ADM SERVED



BUDGET TO ACTUAL

	Original Budget	Final Budget	Actual	Variance With Final Budget
Revenues				
Local levies	\$ 2,374,469	\$ 2,385,904	\$ 2,361,077	\$ (24,827)
Federal sources	505,000	500,033	474,687	(25,346)
State sources	17,463,056	17,468,724	17,614,565	145,841
Other	598,691	827,380	828,094	714
	<u>20,941,216</u>	<u>21,182,041</u>	<u>21,278,423</u>	<u>96,382</u>
				0.5%
				Positive
Expenditures				
Regular instruction	9,786,722	10,013,898	10,205,384	(191,486)
Administration and district support services	1,773,545	1,822,861	1,870,558	(47,697)
Special education instruction	3,936,303	4,032,913	4,042,214	(9,301)
Instructional and pupil support services	2,699,474	2,856,238	2,874,465	(18,227)
Sites and buildings	2,264,840	2,393,523	2,206,012	187,511
Other	462,070	531,177	455,080	76,097
	<u>20,922,954</u>	<u>21,650,610</u>	<u>21,653,713</u>	<u>(3,103)</u>
				0.0%
				Negative
Revenues under Expenditures	18,262	(468,569)	(375,290)	93,279
Other Financing Sources				
Gain (loss) on sale of assets	2,500	2,500	200	(2,300)
Operating Transfers Out	-	-	(24,623)	(24,623)
	<u>2,500</u>	<u>2,500</u>	<u>(24,423)</u>	<u>(26,923)</u>
Total other financing sources	<u>2,500</u>	<u>2,500</u>	<u>(24,423)</u>	<u>(26,923)</u>
Net Change in Fund Balance	<u>\$ 20,762</u>	<u>\$ (466,069)</u>	<u>(399,713)</u>	<u>\$ 66,356</u>
Fund Balance, Beginning of Year, as Adjusted			<u>2,668,209</u>	
Fund Balance, End of Year			<u>\$ 2,268,496</u>	

A POSITIVE FUND BALANCE:

- 1** Contributes to a favorable bond rating
- 2** Produces investment income and provides a source of working capital to meet cash flow needs
- 3** Offers a cushion for unexpected expenditures or revenue shortfalls



CHANGES IN FUND BALANCES

Fund Balance: cumulative difference between fund assets and fund liabilities

	Fund Balance Beginning of Year, as Adjusted	Net Change in Fund Balance	Fund Balance End of Year
Nonspendable	\$ 25,884	\$ 42,283	\$ 68,167
Restricted for student activities	85,233	3,454	88,687
Restricted for scholarships	143,640	(1,001)	142,639
Restricted for staff development	16,238	(10,504)	5,734
Restricted for operating capital	26,699	(23,447)	3,252
Restricted for learning and development	51,867	(51,867)	-
Restricted for area learning center	69,846	(11,694)	58,152
Restricted for gifted and talented	18,535	(18,535)	-
Restricted for teacher development and evaluation	30,485	(30,485)	-
Restricted for basic skills	19,156	(18,162)	994
Restricted for safe schools	(78,486)	48,287	(30,199)
Restricted for basic skills extended time	9,091	13,572	22,663
Restricted for long-term facilities maintenance	79,479	(67,240)	12,239
Restricted for medical assistance	48,811	(19,618)	29,193
Unassigned	<u>2,121,731</u>	<u>(254,756)</u>	<u>1,866,975</u>
	<u>\$ 2,668,209</u>	<u>\$ (399,713)</u>	<u>\$ 2,268,496</u>

FUND BALANCE CATEGORIES

Nonspendable

Represents amounts that cannot be spent

Not in spendable form

Inventory, prepaid expenses

Restricted

Legally restricted by outside parties

Cannot be appropriated for other spending

Committed

Intended for a specific activity

Imposed by formal action of the school board but is not legally restricted

Assigned

Intended for a specific activity by school board or designated individuals

Not legally restricted

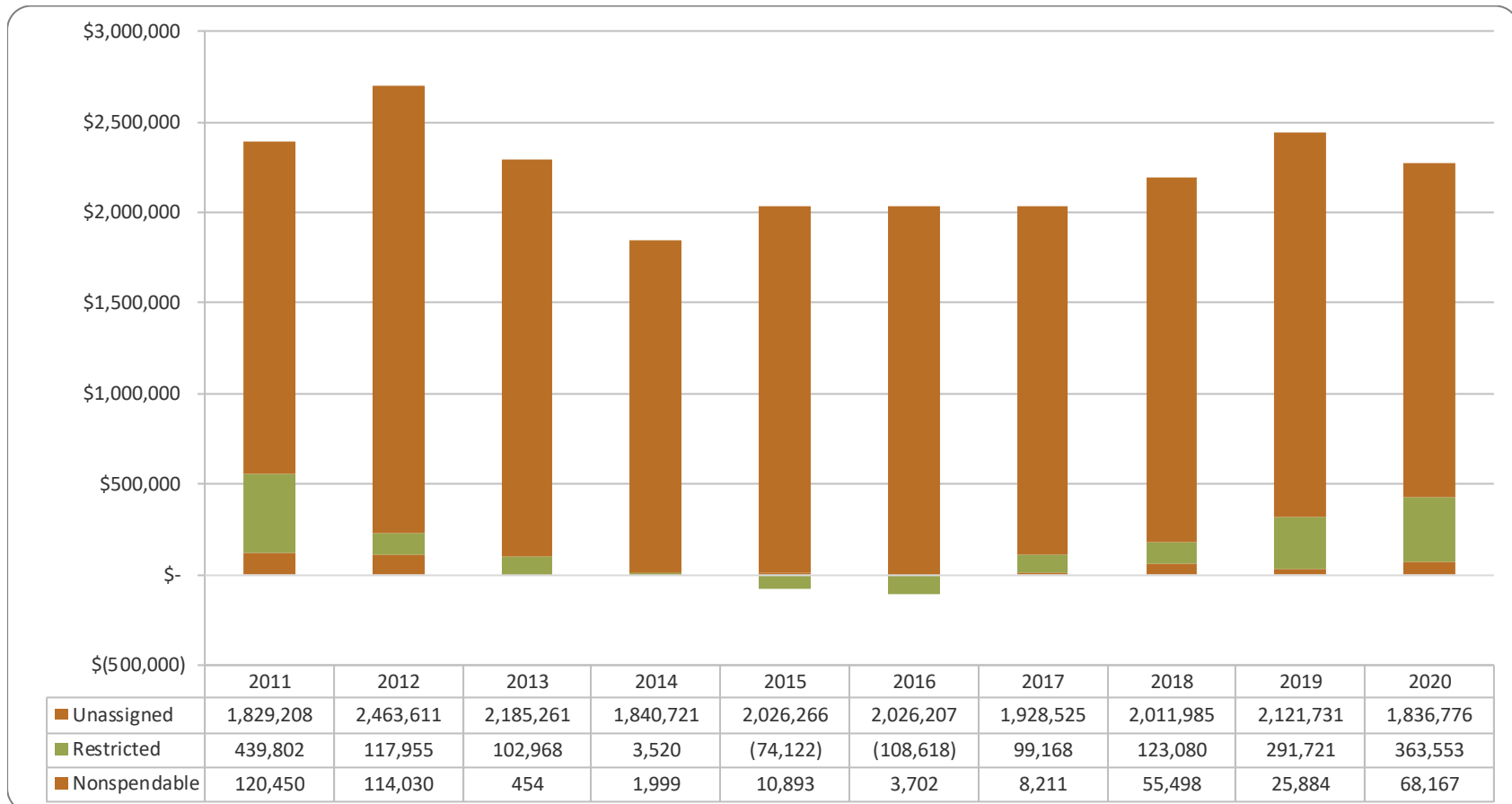
Unassigned

Reserves

“Rainy day” fund

TOTAL FUND BALANCES

Total fund balances of the General Fund for the past 10 years:



RECOMMENDATIONS REGARDING FUND BALANCES

State of Minnesota Office of the State Auditor (OSA): at year-end, local governments maintain an unrestricted fund balance in their general fund

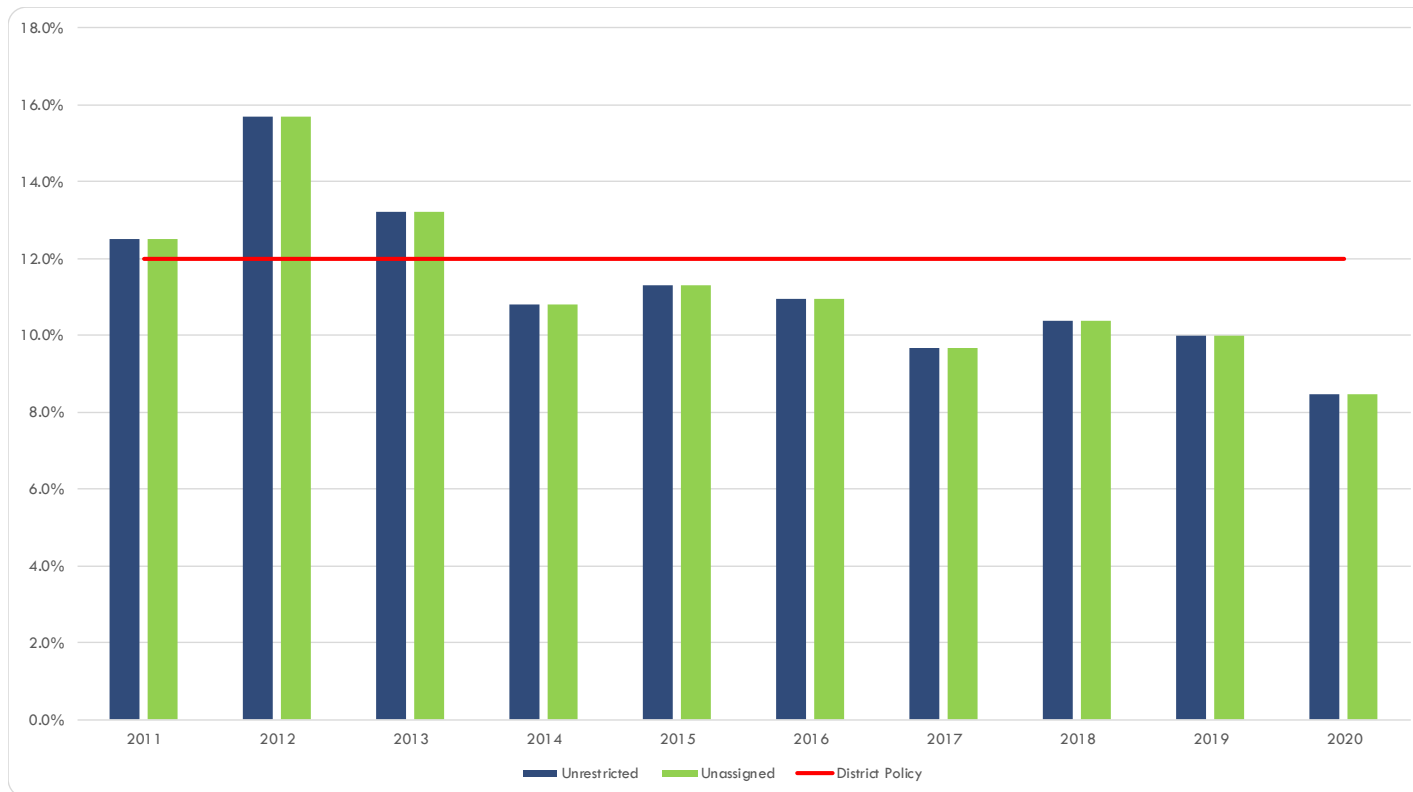
- Special Revenue Funds: approximately 35-50% of fund operating funds
- No less than 5 months of operating expenditures

Because MN school districts experience a more reliable flow of cash to fund operations, a recommended unrestricted fund balance for school districts may be less than the amounts recommended for other local governments.

The District's Policy: strive to maintain a minimum unassigned fund balance or 12% of the annual budget). For the current year that target amount is \$2.6M.

UNASSIGNED/UNRESTRICTED FUND BALANCE

The District's unassigned fund balance as a percentage of expenditures in the General Fund for the last 10 years



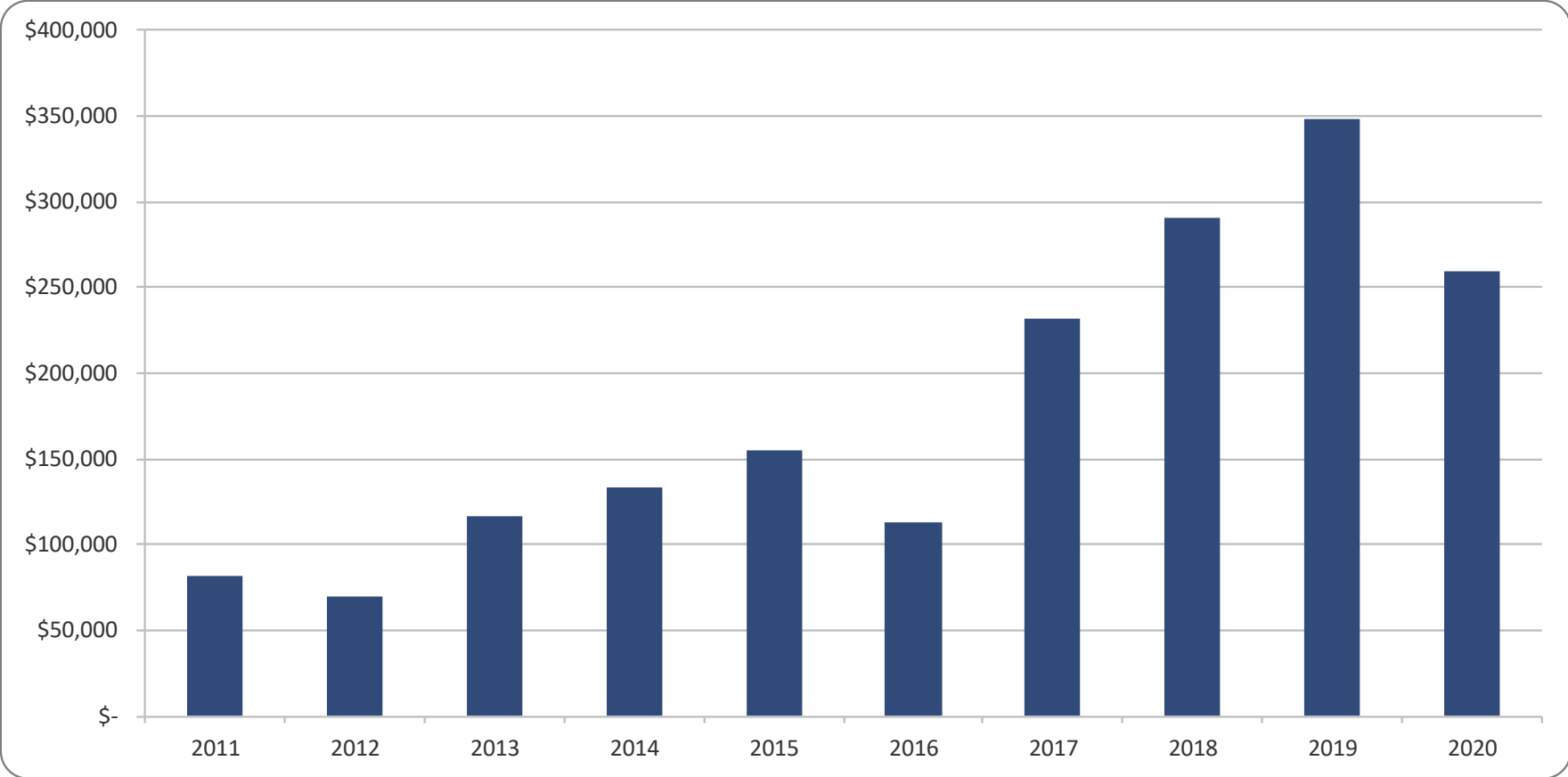
The maroon line indicates the District's fund balance policy of maintaining a minimum unassigned fund balance of 12.33% of expenditures



OTHER FUNDS

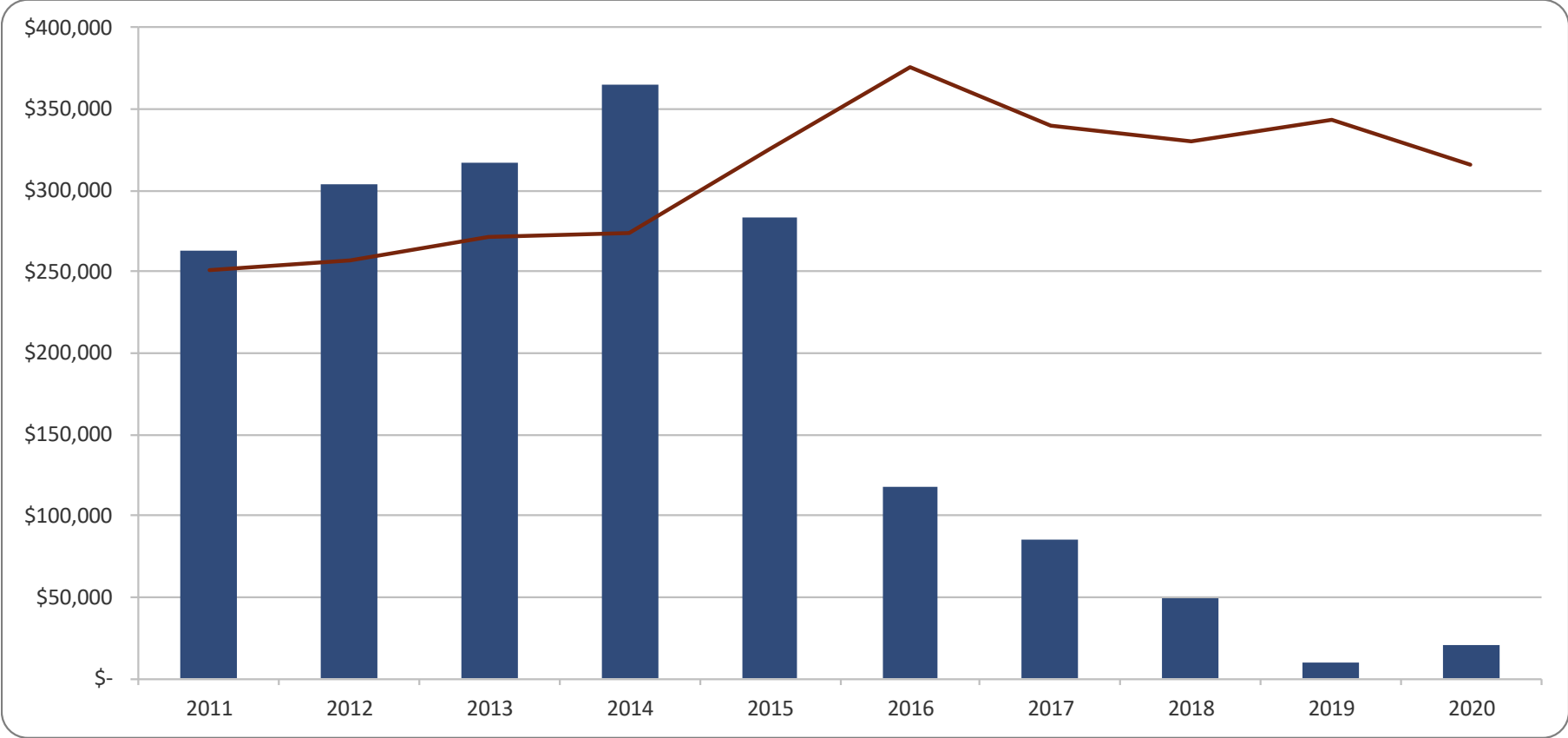
YEAR-END FUND BALANCE – COMMUNITY SERVICE FUND

Positive fund balance indicates that revenues of the community service programs are sufficient to cover the expenditures of the programs.



YEAR END FUND BALANCE – FOOD SERVICE FUND

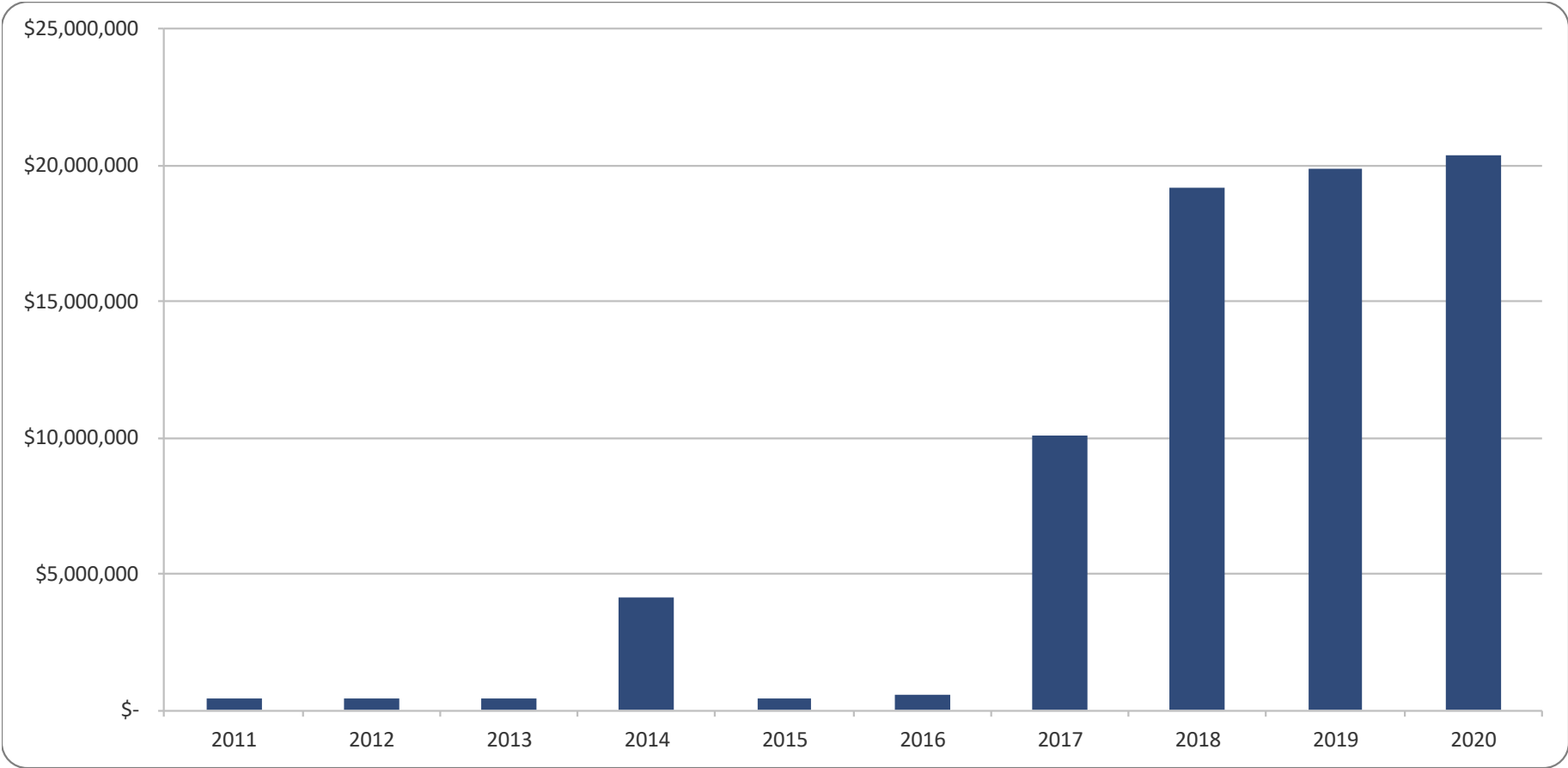
Positive fund balance indicates that revenues of the food service program are sufficient to cover the expenditures of the program.



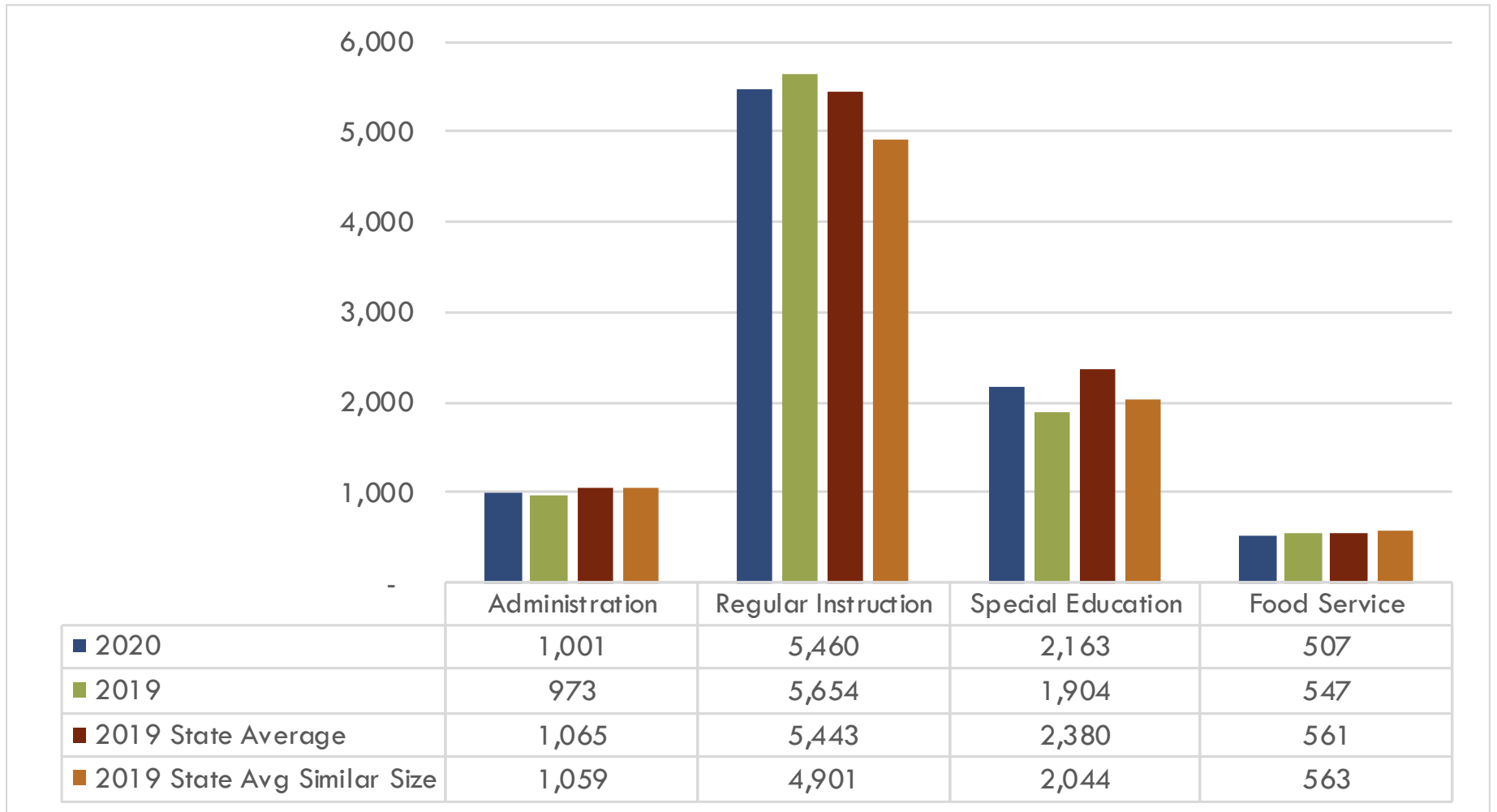
The maroon line indicates the maximum allowable fund balance of three months expenditures.

YEAR END FUND BALANCE – DEBT SERVICE FUND

Positive fund balance indicates that revenues from property tax levies, state sources, and federal sources have been sufficient to meet the required debt service payments.



EXPENDITURES PER ADM





QUESTIONS?

This presentation is presented with the understanding that the information contained does not constitute legal, accounting or other professional advice. It is not intended to be responsive to any individual situation or concerns, as the contents of this presentation are intended for general information purposes only. Viewers are urged not to act upon the information contained in this presentation without first consulting competent legal, accounting or other professional advice regarding implications of a particular factual situation. Questions and additional information can be submitted to your Eide Bailly representative, or to the presenter of this session.



THANK YOU

eidebailly.com

2020 Payable 2021 Truth In Taxation Public Meeting

6:30 PM

Monday, December 14, 2020

Community Ed and Rec Center Multipurpose Room

500 Sunset Drive, Suite 3

Jordan, MN 55352



Truth in Taxation Law

Minnesota's Truth in Taxation Law requires that cities, counties and school districts follow certain steps before adopting a tax levy for the following year.

One important part of that law requires a mailed notice to each property owner in the county, which describes the tax levies proposed by the city, county and school district and what percent increase such a levy would mean in dollars.

Truth in Taxation Meeting

A second part of the law pertains to a “Truth in Taxation” public meeting for each taxing jurisdiction.

You are here tonight as part of the school district’s public meeting process.

Requirements

1. Discuss proposed property tax levy for taxes payable 2021.
2. Provide and discuss information on the current budget (2020-2021).
3. Public must be given a reasonable amount of time to comment on the proposed property tax levy and budget and to ask questions.

- Minnesota Statute 275.065

Points to Remember

1. Revenue formulas are set by the State Legislature except for voter approved referendums.
2. Local Levy and State Aid mix are set by the State Legislature.
3. An increase in local taxes does not necessarily mean an increase in revenues for the school district.

School District Budget

*Current School Year
2020-2021*

Requirements from MDE

Our school district is required to use a “Fund Accounting” system, meaning we account for our revenues and expenditures using five separate funds:

- **General Fund***
 - **Food Service Fund**
 - **Community Service Fund***
 - **Building Construction Fund**
 - **Debt Service Fund***
-
- ***These Funds have a Tax Levy Component**

Fund Accounting Overview

2020-2021

GENERAL FUND (Fund 01)

- Revenue is based on student enrollment
- The local referendum levy is part of the General Fund
- Provides for classroom instruction, instructional supplies and equipment, and other educational activities
- Special Education, and State/Federal Mandated Programs
- Extra-curricular Activities
- Pupil Transportation
- Facilities Operation and Maintenance
- Capital Expenditures and Improvements
- Long Term Facilities Maintenance

FOOD SERVICE (Fund 02)

- School Breakfast and Lunch Program

Fund Accounting Overview

2020-2021 (continued)

COMMUNITY SERVICE (Fund 04)

- Levy is based on adult population in the District
- Early childhood levy is based on the number of children under 5 years of age
- Provides for enrichment programs for any age level that are not part of the K-12 education program
- Early Childhood Family Education
- School Readiness
- Adult Basic Education

Fund Accounting Overview

2020-2021 (continued)

DEBT SERVICE (Fund 07)

- Based on annual debt retirement schedules for the district's outstanding bonded indebtedness. Annual levy is for the payment of principal and interest on bonds as due. Current debt is a result of the voter approved Bond Issues for the 2003 construction of the High School, the 2003 addition to the Elementary School and the 2014 Middle School remodel and the addition of the CERC. The district has since chosen to Refund/Refinance a portion of this debt, saving taxpayers millions of dollars in interest over the life of the bond repayment.

2020-2021 Budget Overview

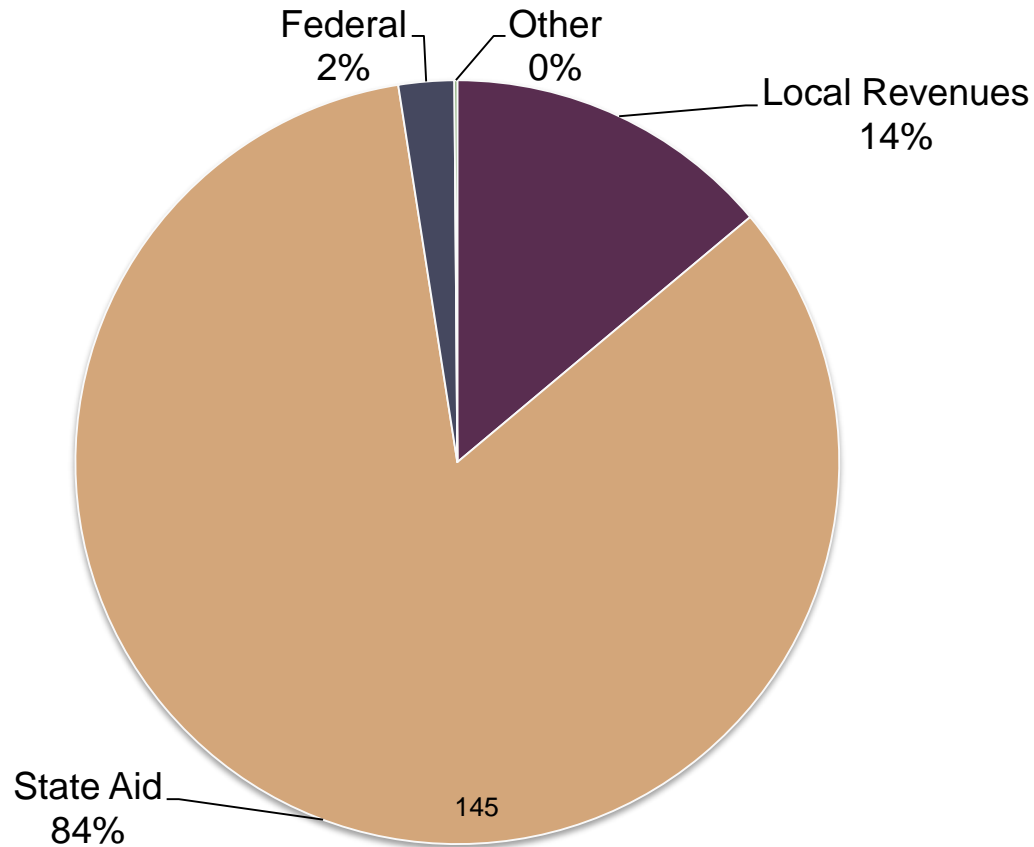
2020-2021 Original BUDGET OVERVIEW REVENUES

	19-20 Actual	20-21 Budget	Percent Change
General Fund	21,309,108	20,680,070	-2.95%
Food Service	959,761	880,900	-8.3%
Community Education	1,381,448	1,206,606	-12.7%
Debt Service	4,277,921	3,278,838	-23.36%
Totals	27,928,238	26,046,414	-6.736%

****The 2019-2020 are actual audited #s. The 20-21 Adopted Budget #s is only a projection, and a revised budget will be done in the upcoming months. With the Adopted Budget; a decrease in enrollment was projected due to the COVID Pandemic. The 2020-21 Budget does not include the CARES Funding that the district received.**

General Fund Revenue Budget

Where Does Our School Revenues Come From?



2020-2021 Budget Overview

2020-2021 ORIGINAL BUDGET OVERVIEW EXPENDITURES

	19-20 Actual	20-21 Budget	Percent Change
	2020-21	19-20	
General Fund	20,752,246.00	21,708,821.94	-4.41%
Food Service	872,906.00	948,103.86	-7.93%
Community Education	1,292,478.00	1,470,437.49	-12.10%
Debt Service	3,389,840.00	3,779,490.00	-10.31%
	26,307,470.00	27,906,853.29	-5.73%

****The 2019-2020 are actual audited #s. The 20-21 Adopted Budget #s is only a projection, and a revised budget will be done in the upcoming months. The 20-21 Adopted Budget shows a decrease due to budget cuts that were approved February, 2020. The 2020-21 Budget does not include the additional expenditures due to the COVID Pandemic.**

2020-2021 Budget Overview

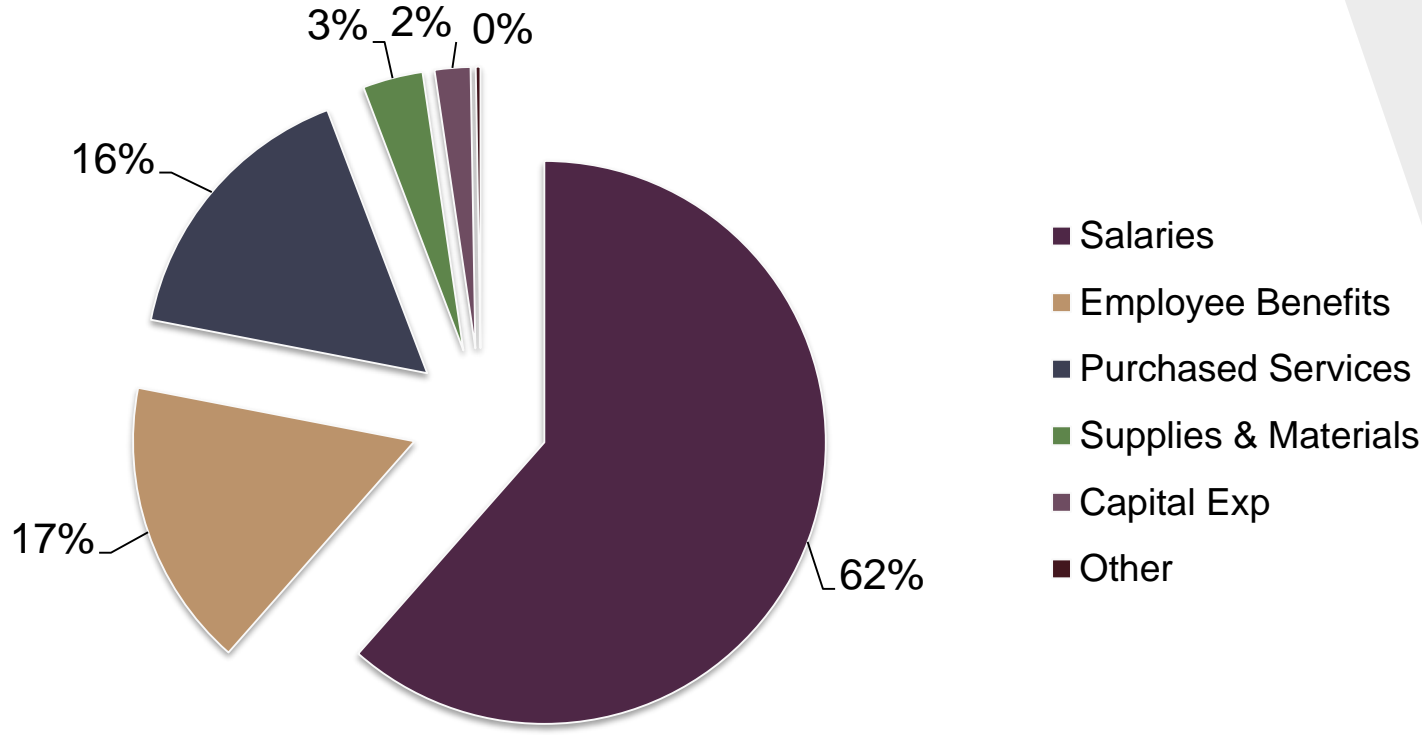
HOW ARE GENERAL FUND DOLLARS SPENT?

Expenses incurred in the operation of the district are paid from the General Fund. The following schedule relates how the dollars allocated to the General Fund will be spent:

District & School Administration	5.43%
District Support Serv	3.50%
Regular Instruction	47.68%
Vocational Instruction	1.81%
Spec Ed Instruction	19.02%
Instructional Support Serv	4.91%
Pupil Support Serv	7.99%
Sites-Buildings, Equip	9.28%
Fiscal & Other Exp	0.38%
	<hr/>
	100%

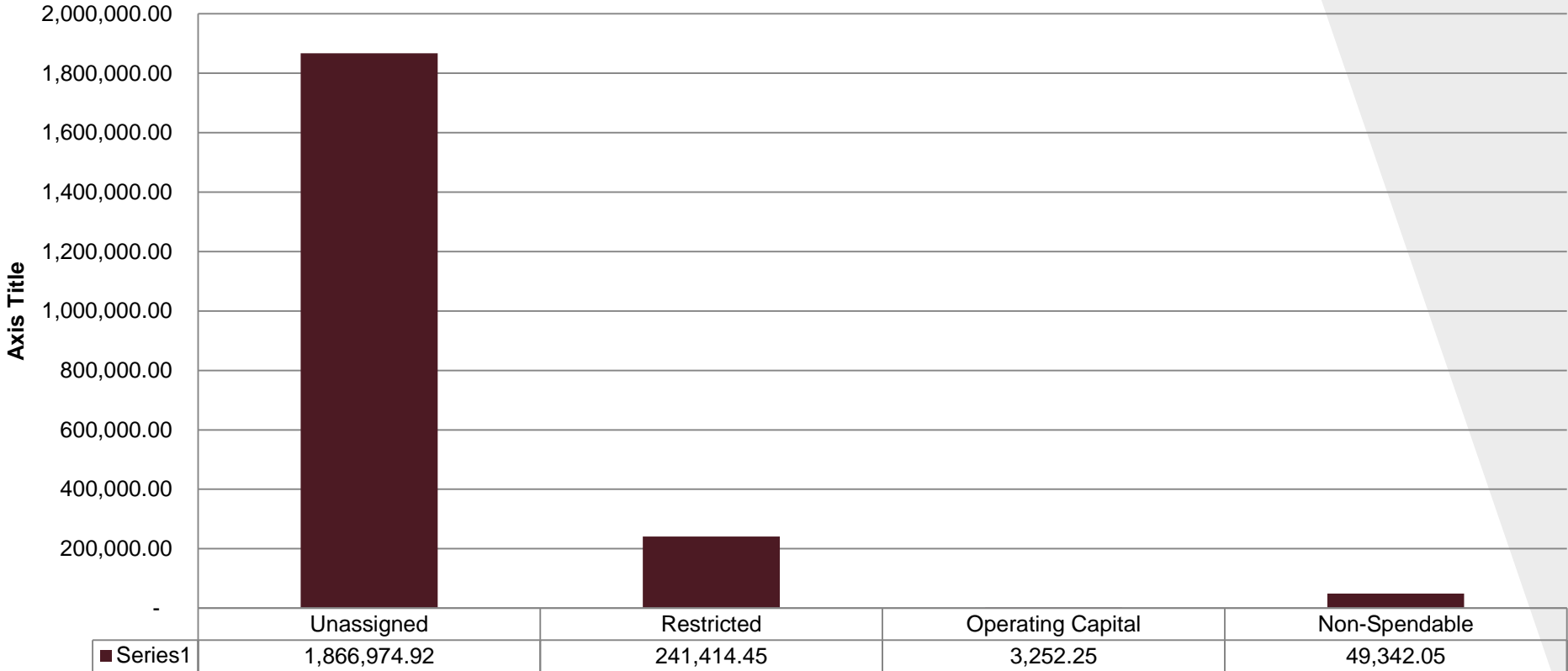
General Fund Expenditure Budget

What Do Our Expenditures Pay For?



General Fund Balance

GENERAL FUND BALANCE - JUNE 30, 2020



School District Levy

- *2020 Payable 2021*
- *Certified in 2020*
- *Collected in 2021*
- *Recognized as revenue –
FY2021-2022*

Authority for School Levies

A School District Tax Levy must be either:

Set by State Formula

-or-

Voter Approved

Factors Impacting Tax Change

Issues Driven by Legislative Decisions:

- Change in sales ratio (impacting ANTC)
- Change in tax capacity rate structure
- Laws mandating code compliance (Long Term Facilities Maintenance plan)

Issues Determined by District Voters:

- Voter approved building bond issue
- Voter approved excess levy referendum

Local Factors:

- Inflationary pressure on real estate market
- Abatements
- Property improvements not previously taxed
- Change in individual assessed market value
- Possible change in property classification (e.g. *homestead to rental*)

Current Levy

Local Operating Referendum: \$ 724.00/PPU

****This is the amount that every school district receives if no voter approved operating levy is in place**

Certified 2020 vs Proposed Payable 2021

Comparison of Certified Payable 2020 Levy with Proposed Payable 2021 Levy

GROSS LEVIES BY FUND	ACTUAL 19 PAY 20	PROPOSED 20 PAY 21	DOLLAR DIFFERENCE	PERCENT DIFFERENCE
General Fund	2,511,480.27	2,445,445.15	-66,035.12	-2.63%
Community Services	134,772.02	128,053.72	-6,718.30	-4.98%
Debt Redemption	3,235,838.88	3,286,467.70	-50,628.82	1.56%
Total	5,882,091.17	5,859,966.57	-22,124.60	-.38%

General Fund Levy \$'s

General Fund				
	Actual Levy	Proposed Levy		Percent
Levy Category	Payable 2020	Payable 2021	Changes	Change
Local Optional Revenue	1,252,278.86	1,247,701.74	4,577.12	0.37%
Transition	32,216.14	31,633.64	582.50	1.81%
Board Approved Referendum	-	-		
Equity	348,921.13	343,356.46	5,564.67	1.59%
Operating Capital	78,824.37	95,713.50	-16,889.13	-21.43%
Achievement & Integration	48,264.59	52,725.85	-4,461.26	-9.24%
Reemployment Ins	268.95	14,054.09	-13,785.14	-5125.54%
Health & Safety	-	-		
LTFM	473,944.21	491,812.50	-17,868.29	-3.77%
Safe Schools	84,669.30	85,375.95	-706.65	-0.83%
Career & Tech Levy	53,115.73	75,387.24	-22,271.51	-41.93%
OPEB	71,389.91	28,226.29	43,163.62	60.46%
Building Lease	11,610.45	12,560.04	-949.59	-8.18%
Adj for P/Y Taxes	55,976.63	55,976.63	0.00	0.00%
Total General Fund	2,511,480.27	2,534,523.93	-23,043.66	-0.92%

Community Ed & Debt Serv Levy \$'s

Community Education

Levy Category	Actual Levy Payable 2020	Proposed Levy Payable 2021	Changes	Percent Change
Basic Community Education	82,575.95	82,575.95	-	0.00%
Early Childhood Family Ed	40,480.12	42,035.65	-1,555.53	-3.84%
Home Visiting	772.39	855.26	-82.87	-10.73%
School Age Care	10,000.00	10,000.00	0.00	0.00%
Adj from Prior Years	943.56	-7,413.14	8,356.70	885.66%
Total Community Education Fund	134,772.02	128,053.72	6,718.30	4.98%

Debt Service

Levy Category	Actual Levy Payable 2020	Proposed Levy Payable 2021	Changes	Percent Change
Voter Approved Debt Service	3,185,212.18	3,233,339.78	-48,127.60	-1.51%
Debt Service Aid-Inelig	55,650.00 ¹⁵⁶	54,075.00	1,575.00	2.83%
Debt Excess Adj	(5,023.30)	(947.08)	-4,076.22	81.15%
Total Debt Service Fund	3,235,838.88	3,286,467.70	-50,628.82	-1.56%

Levy Statistics

Total Levy Decreases by .38%

However:

- Referendum Market Value Increased by approximately 5.9%
- Net Tax Capacity Increased by 6.4%

Levy Statistics

Impact of 2020 Payable 2021 School District Levy on taxpayers
(assuming the Taxable Market Value remained the same)

Home Value	Tax Decrease	%
\$150,000	(\$43.11)	-7.71%
\$200,000	(\$59.22)	-7.58%
\$250,000	(\$75.32)	-7.50%
\$350,000	(\$107.53)	-7.42%
\$500,000	(\$154.75)	-7.4%

Levy Certification

Whereas, Pursuant to Minnesota Statutes the School Board of the Jordan School District, Jordan, Minnesota, is authorized to make the following proposed tax levies for general purposes:

Maintenance (General Fund)	\$2,445,445.15
Community Service	128,053.72
Debt Service	3,286,467.70
<i>(Includes Referendum)</i>	
Total Proposed School Tax Levy	\$5,859,966.57

Now Therefore, Be it resolved by the School Board of Jordan School District, Jordan, Minnesota, that the levy to be levied in 2020 to be collected in 2021 is set at \$5,859,966.57 The clerk of the Jordan School Board is authorized to certify the proposed levy to the County Auditor of Scott County, Minnesota.



Executive Summary: Levy Certification

Amy Hafemann, Finance Director

The Final 2020 Payable 2021 Levy needs to be Board Certified by December 28, 2020. This is a process that is completed annually.

The 2020 Pay 2021 Levy had a percentage decrease of overall funds of .38%. Even though our levy had a very slight decrease overall, the Referendum Market Value increased by approximately 5.9%; and the Net Tax Capacity Increased by 6.40%. Due to these increases, our taxpayers will see a decrease to the school's levy by an average of 7.5%, provided the Taxable Market Value remains the same as in Payable 2021.

It is my recommendation that the Board of Education certify the total Levy \$ amount of \$5,859,966.57

M I N N E S O T A D E P A R T M E N T O F E D U C A T I O N
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 E C S U R E G I O N 1 1 S C O T T

I. COMPUTATION OF 2020 PAYABLE 2021 LEVY LIMITATION BY FUND (BEFORE COUNTY AUDITOR ADJUSTMENTS):						
FUND	INITIAL LEVY LIMITATION	LIMITATION ADJUSTMENTS	ABATEMENT ADJUSTMENTS	OFFSET ADJUSTMENTS	TAC/MAX EFF ADJUSTMENT	MAXIMUM LEVY LIMITATION
GEN-RMV VOTER-EXEMP			N/A			1,572,526.18
GEN-RMV OTHER-EXEMP	1,622,691.84	50,165.66-	N/A			
GEN-NTC VOTER-EXEMP		N/A	N/A			N/A
GEN-NTC OTHER-GENED	N/A	38,211.83-	1,200.39		N/A	872,918.97
GEN-NTC OTHER-EXEMP	909,930.41					
TOTAL GENERAL	2,532,622.25	88,377.49-	1,200.39			2,445,445.15
COM SERV-EXEMP	135,466.86	7,498.40-	85.26			128,053.72
DEBT-VOTER-NONEXEMP	3,292,118.00	57,659.08-	1,119.14-			3,233,339.78
DEBT-OTHER-NONEXEMP	54,075.00	947.08-				53,127.92
TOTAL DEBT SERV	3,346,193.00	58,606.16-	1,119.14-			3,286,467.70
OPEB-VOTER-NONEXEMP						
OPEB-OTHER-NONEXEMP						
TOTAL OPEB/PENSION						
TOTAL	6,014,282.11	154,482.05-	166.51			5,859,966.57
II. COMPARISON OF 2019 PAYABLE 2020 LEVY LIMITATION WITH 2020 PAYABLE 2021 LEVY LIMITATION (BEFORE COUNTY AUDITOR ADJUSTMENTS):						
FUND	2019 PAY 2020 LIMITATION	2020 PAY 2021 LIMITATION	INCREASE (DECREASE)	PERCENT CHANGE		
GENERAL	2,511,480.27	2,445,445.15	66,035.12-	2.63-		
COMMUNITY SERVICE	134,772.02	128,053.72	6,718.30-	4.98-		
GENERAL DEBT SERVICE	3,235,838.88	3,286,467.70	50,628.82	1.56		
OPEB DEBT SERVICE						
TOTAL	5,882,091.17	5,859,966.57	22,124.60-	.38-		
III. COMPARISON OF 2019 PAYABLE 2020 CERTIFIED LEVY PLUS COUNTY AUDITOR ADJUSTMENTS WITH 2020 PAYABLE 2021 CERTIFIED LEVY PLUS COUNTY AUDITOR ADJUSTMENTS:						
FUND	2019 PAY 2020 CERTIFIED LEVY + ADJUSTMENTS	2020 PAY 2021 CERTIFIED LEVY + ADJUSTMENTS	INCREASE (DECREASE)	PERCENT CHANGE		
GENERAL	2,511,480.27					
COMMUNITY SERVICE	134,772.02					
GENERAL DEBT SERVICE	3,235,838.88					
OPEB DEBT SERVICE						
TOTAL AFTER ADJUSTMENTS	5,882,091.17					

**EXTRACT OF MINUTES OF
MEETING OF SCHOOL BOARD OF
JORDAN PUBLIC SCHOOLS
INDEPENDENT SCHOOL DISTRICT NO. 717**

JORDAN, MINNESOTA

Pursuant to due call and notice thereof, a meeting of the School Board of Independent School District No. 717, Jordan, Minnesota, was held on the 14th day of December, 2020, at 6:30 p.m.

The following Board members were present: _____

and the following were absent: _____

Member _____ introduced the following resolution and moved its adoption:

Whereas, Pursuant to Minnesota Statutes the School Board of the Jordan School District, Jordan, Minnesota, is authorized to make the following proposed tax levies for general purposes:

Maintenance (General Fund)	\$2,445,445.15
Community Service	\$128,053.72
Debt Service	\$3,286,467.70

- Includes Referendum

Total Proposed School Tax Levy \$5,859,966.57

Now Therefore, Be it resolved by the School Board of Jordan School District, Jordan, Minnesota, that the levy to be levied in 2020 to be collected in 2021 is set at \$5,859,966.57. The clerk of the Jordan School Board is authorized to certify the proposed levy to the County Auditor of Scott County, Minnesota.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ and upon vote being taken thereon, the following voted in favor thereof: _____

and the following voted against: _____

whereupon said resolution was declared duly passed and adopted.

WITNESS MY HAND officially as such Clerk this 14th day of December, 2020.

By: _____

School Board Clerk

December 14, 2020 Board Report

Thank you for your incredible support and partnership! Below you will find the Superintendent's Monthly Board Report.

Learning Model Update- Distance Learning

- Jordan Public Schools implemented a K-12 Distance Learning Model on November 23rd, prioritizing in-person opportunities for students receiving special education, 504, EL or RTI services.
- Our teachers are working incredibly hard to engage our students and plan for their learning in this model.
- This year's Distance Learning has defined processes to ensure engagement. All students have synchronous time with their teachers, which is supportive in monitoring participation and engagement. Our teachers take attendance and reach out to the students/families if needed. Additionally we have developed multiple layers of support for the needs of our students.
- Student participation and attendance has been excellent. We thank our families for their continued support and participation in this unique time.

Monitoring and Planning

- Our team has continued to monitor public health data and collaborate with Scott County Public Health.
- Jordan Public Schools will meet with Regional Support on December 16th to discuss our local data and planning moving forward as we consider any future shifts to less restrictive learning models.
- We have previously communicated that we would review our learning model mid-January, observing the incubation period following New Year's.
- This week we will communicate with our school community on our planning moving forward:
 - January 4-8 Full Distance Learning, observing incubation period
 - January 11 continue Distance Learning for all and resume Prioritized In-Person Instruction (Sped, EL, RTI, 504)
 - Mid-January review of county data, local data, operations and any new state guidance to inform Learning Model planning
 - Potential transition date to Hybrid models
- Mid-January we will follow up with communication to our families on any developments and/or firm transition dates.

Enrollment Update

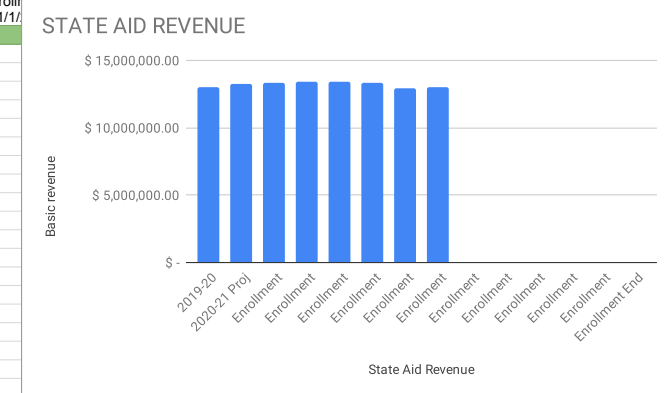
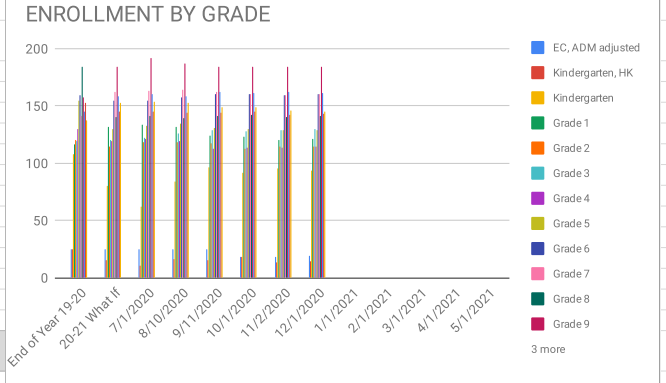
- As of December 1, 2020 our EC-12 monthly enrollment was 1831 students. This is 43 students less than end of year enrollment of 1874 for 19-20.
- We continue to monitor enrollment and will provide ongoing updates to the board.

2020-21 EC-12 Monthly Jordan Enrollment

0.5	End of Year	20-21 What If														ADM FY21 What Ifs
Early Childhood	19-20	ADMs	7/1/2020	8/10/2020	8/31/2020	9/11/2020	10/1/2020	11/2/2020	12/1/2020	1/1/2021	2/1/2021	3/1/2021	4/1/2021	5/1/2021	End of Year	vs. Actual FY21 (Based on Monthly Child Count)
EC, ADM adj.	50 [1] 25	50 25	50 [2] 25	50 [3] 25	50 [4] 25	50 [5] 25	36 [6] 18	37 18	38 19							-25
Kindergarten, HK	25	15	11	16	17	15	18	13	14							-15
Kindergarten	108	80	62	84	91	96	92	95	94							-80
Grade 1	116	134	134	132	134	124	123	120	121							-134
Grade 2	120	117	118	118	126	117	113	115	115							-117
Grade 3	119	120	122	126	131	129	128	129	130							-120
Grade 4	130	121	121	119	120	113	114	114	115							-121
K-4 Total	618	587	568	595	619	594	588	586	589	0	0	0	0	0	0	-587
Grade 5	155	132	133	135	139	131	130	129	129							-132
Grade 6	159	155	155	157	161	160	160	159	160							-155
Grade 7	141	164	163	164	166	162	160	159	160							-164
Grade 8	184	140	141	139	142	141	142	140	141							-140
5-8 Total	639	591	592	595	608	594	592	587	590	0	0	0	0	0	0	-591
Grade 9	157	188	192	187	189	184	184	184	184							-188
Grade 10	145	159	160	158	162	162	161	162	161							-159
Grade 11	153	145	145	144	146	144	145	142	143							-145
Grade 12	137	151	154	153	151	149	149	146	145							-151
9-12 Total	592	643	651	642	648	639	639	634	633	0	0	0	0	0	0	-643
K-12 Total	1849	1821	1811	1832	1875	1827	1819	1807	1812	0	0	0	0	0	0	-1821
EC-12 Total	1874	1846	1836	1857	1900	1852	1837	1825	1831	0	0	0	0	0	0	-1846

2020-21 EC-12 Monthly Jordan Enrollment

	End of Year 19-20	20-21 What If ADMs	7/1/2020	8/10/2020	9/11/2020	10/1/2020	11/2/2020	12/1/2020	1/1/2021	2/1/2021	3/1/2021	4/1/2021	5/1/2021	End of Year
EC, ADM adjusted	25	25	25	25	25	18	18	19						
Kindergarten, HK	25	15	11	16	15	18	13	14						
Kindergarten	108	80	62	84	96	92	95	94						
Grade 1	116	132	134	132	124	123	120	121						
Grade 2	120	115	118	118	117	113	115	115						
Grade 3	119	120	122	126	129	128	129	130						
Grade 4	130	119	121	119	113	114	114	115						
Grade 5	155	130	133	135	131	130	129	129						
Grade 6	159	155	155	157	160	160	159	160						
Grade 7	141	162	163	164	162	160	159	160						
Grade 8	184	140	141	139	141	142	140	141						
Grade 9	157	184	192	187	184	184	184	184						
Grade 10	145	158	160	158	162	161	162	161						
Grade 11	153	145	145	144	144	145	142	143						
Grade 12	137	153	154	153	149	149	146	145						
Pre K-12 Total	1874	1833	1836	1857	1852	1852	1825	1831						
State Aid Revenue	2019-20	2020-21 Proj	Enrollment 7/1/20	Enrollment 8/5/20	Enrollment 9/11/20	Enrollment 10/1/20	Enrollment 11/2/20	Enrollment 12/1/20	Enrollment 1/1/21					
Basic revenue	\$ 12,985,815.02	\$13,239,901.51	\$ 13,310,822.52	\$ 13,435,590.96	\$13,398,817.10	\$ 13,299,002.35	\$12,950,680.80	\$ 12,990,596.40						





High School Board Notes
December 8, 2020

Improve Student Achievement, Learning and Career and College Readiness

- After winter break we will begin preparing juniors for the ACT test which they will hopefully have an opportunity to take in April.
- 10th grade students met with the counselors to discuss the Pre-Act and what their scores mean.
- Students will continue to get information about career and college readiness through SNAP class in our distance learning model.

Provide a safe and collaborative culture in which to learn and work

- We have started the process of inviting students to come to the building in small groups based on specific needs and following executive orders.
- Through our distance learning preparation we took time as a staff to connect and build relationships. Our staff provided a number of professional development workshops for their peers. This was excellent staff development for our teachers.

Improve Community Connection, Satisfaction, and Engagement

- Students heard about the results of the ASVAB test from members of the military. The ASVAB test helps students understand their aptitude and should be helpful as we move into registration for next year.
- On Monday, December 14th and Wednesday, December 16th, Jordan High School will be hosting a virtual guest speaker, Scott ([bio linked here](#)), whose presentation will focus on Mental Health and Suicide Prevention. All Jordan High School students will virtually attend his presentation with the opportunity for a live question and answer session. There will also be an evening event for adults.

Integrate data-informed instruction, assessment and learning as a core competency in every classroom

- Teachers will be meeting on December 11th in their academic departments to discuss standards and curriculum.
- Teachers will be looking at future course offerings and to edit our course handbook.

**Jordan Middle School Board Report
December 14th, 2020**

Improve Student Achievement, Learning and Career and College Readiness

- Planned and transitioned to distance learning based on local data.
 - Student and staff mental health is a key part of planning
 - [5-8 Distance Learning Guidelines: COVID 20-21](#)
 - Planned for on-site support for students per executive order.
 - Planned supervision and support for on-site students.
- Staff planned and implemented increased in-person instruction within the hybrid model.
 - JMS transitioned out of the [JMS hybrid learning model schedule](#).
- Planning for future shift back from distance learning.
- Student Support Services (Counselor, Social Worker, School Psychologist) provide ongoing mental health training for students and staff via Advisory, small group sessions and individual sessions.
- Friday intervention and extension day has been a success supporting students for reteaching and extension activities.

Integrate data-informed instruction, assessment, and learning as a core competency in every classroom

- MTSS team meets weekly to review at-risk students and progress on building goals.
 - Planning on-site support for students in distance learning.
 - Small group and individual intervention plans are developed and monitored.
 - [JMS Building Goals 2020-2021](#)
- Grading guidance implemented based on staff feedback and MDE guidance.
- Academic and behavioral intervention staff connecting and supporting students virtually and in person during distance learning.

Provide a safe and collaborative culture in which to learn and work

- Holding on-going meetings with teams and employee groups to collaborate and brainstorm solutions to issues for students and staff.
- We continue to update the [2020-2021 School Opening Ongoing](#) document to address routine items for students, staff and families.
 - Most recent conversations center around distance learning and returning from distance learning.
- Staff continue to enforce and remind students of health protocols outlined in the health and safety guidance when students are on-site.

Improve community connections, satisfaction, and engagement

- PBIS committee collaborated with JMS PTO to purchase incentives for students to engage from local businesses.
- Ongoing support of families in the transition to Google Classroom as the learning management system at Jordan Schools.
- Staff emailed, called or zoomed with each Advisory family for invitation conferences and open house conferences.

- Duck Cup Mental Health presentation will be hosted on DEcember 16th for students and families.

COVID Resources/Links/Videos

- [Hybrid Learning-Typical Day Schedule with FAQ](#)
- [JMS Back to School Video Overview](#)
- [Grade 5 Video Overview](#)
- [Grade 6 Video Overview](#)
- [Grade 7 Video Overview](#)
- [Grade 8 Video Overview](#)
- **Conference Information**
 - Families received the following [communication](#) regarding invitation conferences.
 - Staff received the following [communication](#) on the invitation hybrid conference model.
- **Schedules**
 - [In-Person Learning](#)
 - [Complete Hybrid Model](#)
 - [Complete Distance Learning](#)
 - [Jordan Virtual Academy](#)
 - [Academic Roadmap](#)
 - [Health and Safety Roadmap](#)
 - [Return to Learn-Orientation Week](#)
 - [Health and Safety Protocols](#)
 - [Jordan Virtual Academy](#)
 - [COVID 19 Tech Help](#)
 - [COVID 19 Mindfulness](#)
 - [COVID 19 Family Resources](#)
 - [Take-Home Meals](#)
- **Past Planning Guidance**
 - [COVID Distance Learning Guidelines](#)
 - [Distance Learning Instructional Matrix](#)
 - [Distance Learning Teacher Resources](#)

Jordan Elementary School Principal Update December 14, 2020

Our staff continues to offer the best teaching and learning environment in this unique set of circumstances. We are in our second full week of distance learning, with students, staff and families partnering to meet the needs of students in a virtual platform. This is also the first week we are bringing some of our at-risk students on site for in-person learning two mornings during the week, with another group scheduled to come in the week of Dec. 14th. It has been great seeing students in the building again and we will continue to monitor this model to ensure students and staff are staying healthy and safe. I couldn't be prouder of the efforts made by all staff members and their perseverance and commitment to students and families. Our One Word for the school year is *Flexible*, and we are all truly living it each day.

Below is an executive summary of what we have done in November and the work coming up in December to address the JPS Strategic Plan and JES Building Goals:

Improve student achievement, learning and career and college readiness

- Teachers are continuing to embed READO into their literacy instruction to promote reading of diverse texts that enhance the instruction of MN ELA standards.
- Teachers continue to implement culturally responsive teaching practices to ensure we are meeting the diverse academic and social-emotional learning needs of our students.
- Non-Tenured teacher observations will take place once again in December and January. I'm excited to see the amazing work they are doing in the classroom, especially in a virtual learning model.

Integrate data-informed instruction, assessment and learning as a core competency in every classroom

- Teachers are meeting on a regular basis in professional learning communities to review data and discuss the next steps in supporting students' academic needs, in particular in a distance learning model.
- Our MTSS Academic and Behavior Teams will meet in the upcoming weeks to discuss specific students' progress and offer support to teachers with Tier I instruction. We also have our mid-year FASTBridge benchmark assessments coming in January, and will need to decide how/if these will be administered in distance learning. It will be critical for us to continue to collect student data to determine the next steps to increase student success in academics and social-emotional learning.

Provide a safe and collaborative culture in which to learn and work

- Instructional staff completed a distance learning survey that will assist building leadership to plan for upcoming professional development training sessions as well as taking inventory on how staff is doing professionally and personally during distance learning.
- I will be meeting with every team/dept. during the month to check in on how people are doing in their professional and personal lives. The purpose of these informal meetings is to connect and maintain positive relationships that promote a positive school culture.

Improve community connections, satisfaction, and engagement

- During the month of December, families will receive a survey to engage them in the evaluation of our distance learning model. Our building leadership will analyze and discuss the results to determine the needs of our students and families and how we can continue to support them with learning at home.
- Continue to communicate with families on changes in school procedures and school updates using email in Infinite Campus or by sending YouTube/Screencastify videos.
- I will be joining classroom Morning Meetings during the month of December to connect with students and families to maintain positive relationships and hear about what's going on in their lives in and out of school.

Executive Summary
Director of Teaching and Learning
December 2020

PRIMARY FOCUS = MDE Learning Models, Professional Development, WBWF / A&I Progress Reports, and Introduction to Education

Improve Student Achievement, Learning, and Career and College Readiness

- **Achievement and Integration** - I am working with the equity leadership team, Malik Peer and Sarah Miller, to create intervention lists of specific students who should be on-site for instruction while in distance learning.
 - To enable these students to be on-site, Sarah and I are working through the submitted A&I budget to recalculate certain areas in order to provide and support these students.
- **Professional Development** - Because of the current COVID state of education, the primary priority throughout this year is simply supporting teachers throughout the various learning models. Currently, that learning model is distance learning, so the priority is simply giving teachers the support and resources they need to successfully navigate distance learning.
 - For example, this [Virtual Learning Resources](#) document can be used by teachers as a one-stop-shop for district resources and ideas.
 - Curriculum Review - Another professional development focus this year is to complete a district-wide curriculum review of past tasks.
 - This process will be completed via a checklist for staff and teams to review during teacher work time throughout the year including early release and professional development time.
 - [2020-2021 Curriculum Review](#)

Integrate Data-Informed Instruction, Assessment, and Learning as a Core

OUR MISSION

Inspire a caring community to ignite learning, innovation, and success for all!

Competency in Every Classroom

- **World's Best Workforce and Achievement & Integration** - While the full World's Best Workforce (WBWF) plan is a multi-year strategic roadmap, each year, districts develop a WBWF Annual Report, engage in an annual public meeting with stakeholders, and release the annual report publicly on district websites. The annual report and annual public meetings are focused on the strategies and initiatives that the district engaged in to meet the goals and the progress made on those goals in the prior school year.
 - This progress report was fully submitted to MDE on Friday, December 4, 2020.
- **ACCESS and MCA PreTest Editing** - Although I have no idea what MCA and MTAS testing may look like this year, all the information I have been receiving from MDE is that districts should move forward planning for a "traditional" testing season. The current federal administration through Betsy DeVos, the current US Secretary of Education, explained that testing waivers would not be granted this year; I have no idea what the new year will bring. So with that said, I am planning for MCA and MTAS this year.
 - The process for pretest editing has started, so I am requesting test accommodations and taking care of the "back end" work required by MDE before the testing season begins.

Provide a Safe and Collaborative Culture in which to Learn and Work.

- **JVA Enrollment** -- Enrollment for JVA semester II is open.
 - In working with Kat, the [JVA Semester II Communication](#) was sent on Monday, November 30, 2020. Registration closes on December 10; building administrative team members are also making individual calls to families currently enrolled in JVA who have not re-enrolled for semester two.
 - Back to "Traditional" Instruction -- Families who wish to unenroll from JVA and return to "on-site, traditional" instruction are directed to call the specific building to facilitate that enrollment change. This allows for immediate schedule changes and discussions.
 - Via the Website -- [Jordan Virtual Academy](#)
- **Collaborative Culture** --
 - District Staff Development -- The quarter two district staff development meeting will take place on Wednesday, December 9 at 3:15 via ZOOM.
- **CAREI Assembly** -- Jordan Public Schools is once again a part of this professional organization through the University of Minnesota. This assembly allows for in-district collaboration coinciding with building professional relationships across the state. Topics discussed so far this year include:

- Building Diversity through Culturally Responsive Pedagogy
- Recovery and Redesign with Intentional Focus on the Whole Child led by Dr. Clay Cook

Improve Community Connection, Satisfaction, and Engagement.

- **Curriculum and Technology Integration Advisory Council --**
 - Information Available on the [Website](#)
 - If board members have specific topics for discussion, please email them to me at ehjelmeland@isd717.org. I will add those ideas to future agenda items.
 - Meeting Dates:
 - Monday, December 21 at 5pm
 - *Technology Integration Plan*
 - Monday, January 18 at 5pm
 - Monday, February 8 at 5pm
 - Monday, March 15 at 5pm
 - Monday, April 19 at 5pm



ATHLETICS & ACTIVITIES

E-NEWS FOR JORDAN PUBLIC SCHOOLS 7-12 ACTIVITIES

Monday, December 7th, 2020

This past week, we did receive news for both winter and spring sports from the MSHSL. Although it's impossible for everyone to agree these days, I do like the way they laid out the various schedule options for us to return to play. We can disagree over a few of the details, but to have a Plan A, B, and C is what I was hoping for. This allows us to plan and adjust immediately if needed. We are busy in the Activities office already adjusting winter schedules.

CDC Shortens Its COVID-19 Quarantine Recommendations

- The Centers for Disease Control and Prevention has revised its guidelines for people who may have been exposed to the coronavirus.
- Now, instead of the standard 14-day quarantine it has been recommending, the CDC says that potential exposure warrants a quarantine of 10 or seven days, depending on one's test results and symptoms.
- If individuals do not develop symptoms, they need only quarantine for 10 days; if they test negative, that period can be reduced to just one week.
- It is still unclear how Jordan, the MSHSL, or the State of MN interprets this. We will keep you updated.

FALL SPORTS

- Fall coaching contract renewals have been submitted to the board as an action item for approval at the December 14th school board meeting.

WINTER SPORTS

The MSHSL Return to Play Taskforce presented 3 plans to the Board

- Model 1 starts Dec 21st, Model 2 starts Jan 4th, Model 3 starts Jan 18th
- [Here is the PDF of all 3 models](#)
- 2 games per week and 3 games allowed the last two weeks
- Jordan in person activity would start no earlier than Jan 4th.
- Currently, optional virtual workouts is all we are providing right now. Students are not required to be registered for their sport to participate in these workouts at home.

Registration Update

- Registration is currently closed, with the exception of Speech. There were numerous students that registered in the brief period that registration was open. Those that are registered will stay registered. Any adjustments to fees will be made once we have a tentative start date set and a decision has been made on the potential fee adjustment.
- All students in grades 7-12 are required to have a qualifying physical on file before they are able to register. If students are unsure of their physical status, have them contact Krista.
- There are still numerous students that have an outstanding credit from Spring 2020. Krista is working on compiling a list and will reach out to parents on how to use that credit when registering.

Coaches Resource

- **NETFLIX. Playbook - A Coaches Rules for Life.** I ran across this netflix documentary and really enjoyed it. Well worth your time. It looks deeply at 5 coaches: Doc Rivers, Jill Ellis, Jose Mourinho, Patrick Mouratoglou, and Dawn Staley. <https://www.netflix.com/title/81025735>
- **USA Today Article To Pass Along to your Team:** [One bad tweet can be costly to a student athlete](#)

MSHSL Updates

Thursday 12/3 Board Meeting

- The Return to Play Taskforce presented 3 scheduling options to the Board
 - Model 1 starts Dec 21st, Model 2 starts Jan 4th, Model 3 starts Jan 18th
 - [Here is the PDF of all 3 models](#)
 - 2 games per week and 3 games allowed the last two weeks
 - In the end, it will be a MDH/Walz decision when we actually come back

Fine Arts Update

- Competitive One Act Play will have a virtual competition component. This means we will move forward with having a One Act Play season this winter. Auditions will take place prior to winter break, with the anticipation of in person or virtual rehearsals in January.
- Speech, similar to OAP, will have a virtual season and judging. Coach Peters and staff are ready to go with Speech camp this week, and officially going Jan 4th virtually, or in person.
- No updates for Music at this time.

Spring Sports

- New MSHSL start dates for each sport. No games lost as of today.
 - March 15 Synchronized Swimming
 - March 29 Baseball, Softball, Track and Field, Golf and Tennis
 - April 5 Boys and Girls Lacrosse, Ultimate Frisbee

Go Hubmen! Go Jaguars! Love Maroon Live Gold

Joe Perkl
Jordan Activities Director

Archives **Covid-19 AD Newsletters**

[April 6th](#)

[April 13th](#)

[April 20th](#)

[April 27th](#)

[May 4th](#)

[May 18th](#)

[June 8th](#)

[June 15th](#)

[June 22nd](#)

[June 28th](#)

[July 13th](#)

[July 20th](#)

[July 28th](#)

[August 24th](#)

[Sept 9th](#)

[Sept 15th](#)

[Oct 1st](#)

[Nov 3rd](#)

[Nov 19th](#)

COMMUNITY EDUCATION 12/14/2020 BOARD REPORT

Director's Message:

We are mid-way through another shutdown of the CERC. Our plan is to open back up on December 19. We are hopeful the guidelines allow us to do so. I could possibly see us opening the track, cardio, and weight room, with the gyms remaining closed. This will all depend on the status of organized sports. We will monitor all communication and guidelines and make adjustments as we go.

There is one positive for the current shutdown at the CERC. We are able to move our cardio equipment from gym 1 (by the large windows) to gym 2 (middle gym), to free up the batting cages. The batting cages hang in Gym 1. Our baseball and softball programs begin using our batting cages in January and we want to make sure we have them available for use. We had an electrician in to wire a few switches, which allows us to use power from the basketball hoops. We had this done in gym one in the summer. This allows us to use the electricity, to raise and lower our hoops, to power our cardio equipment. This will also solve our power issues we have for our big expo events, and provide us better capability of honoring electricity requests from booths.

The Brochure will be available online soon. We hope this brochure will be accurate and we don't have to make many changes. We are prepared to adjust any programming as we go. We continue to find ways to provide great programming for our community given the circumstances.

We have signed a new 5 yr contract with Active Net (registration system for Community Education). I have spent many hours researching and contacting different registration systems to fit our needs in Jordan. We are unique because we have the community Center and this provides another layer that many other communities do not have. I have found Active Net is the best for Jordan and has all the tools to meet our needs. There are many other programs out there that have many great functions, but not all of them fit all of our needs. Since we have signed on for another 5 years, I have been able to negotiate the rates lower than our previous contract. Notably our online transactions have gone from 6.2% down to 4%. If you have more questions about the systems please call or email me.



Jordan Community Education and Recreation
500 Sunset Drive, Suite #3
Jordan, Minnesota 55352
952-492-6211 main | 952-492-4494 fax

STEVEN JENSEN
Director of Community Education and Recreation
sjensen@isd717.org

Early Learning:

Preschool programming continues to be running smoothly. We continue to be able to staff appropriately. This year we are still doing gifts for the residents at Oak Terrace. Our families have been awesome with donations for this project. We will not be doing the typical delivery of the gifts as we are not allowed into the building.

Kids Co:

Kids Co is running all day every day. We have more than 100 registered with an average of 90 coming each day. We are serving tier 1 essential workers for free during school hours with the option of before and after care for a fee. We are also serving any family that needs care outside of tier 1 essential workers for a daily fee.

Distance Learning in Kids Co is going well. We have two groups in each of the following grades K through 3rd and one group of 4th, 5th, and 6th graders. Students are set up in JES cafeteria, multi-purpose, and media and the quotation, art room and hut at JMS. Students are receiving breakfast, lunch and a snack on site.



Communications and Marketing Monthly Summary (12/08/2020)

Kat Pass

Projects Completed / Highlights

- Creation of transition to distance learning graphics and communication with families.
- Rework COVID-19 notification letters for families and staff based on new guidance from MDH.
- Rework websites to reflect the current distance learning model and supports.
 - Add expectations to JES team pages ([example](#))
 - Graphically highlight distance learning overview per grade for JES and JMS on their website homepage - quick reference for families ([JMS example](#))
 - Created "[Distance Learning Supports](#)" webpage for families (content by Erin Hjelmeland) - addresses the social and emotional supports in place for distance learning.
- Used targeted mass notifications to inform our Special Services and EL families about on-site learning opportunities during distance learning.
- Communicated the option for [JVA enrollment/re-enrollment](#) for semester 2. Enrollment will close on December 10.
- Created two community service eflyers (Jordan Family Outreach - Winter Outerwear and Jordan Area Food Shelf) for district families to view through Peachjar - a response to the needs of our community during COVID and beyond.
- Revised the [district enrollment website](#) to include the new OLR (Online Registration) for Preschool, Kindergarten, and Grades 1-12. OLR is an online enrollment tool used via our Infinite Campus system and will replace paper enrollment. Online registration is available in English, Spanish, and Russian. The OLR project was completed by Stephen Damlo and Hope Mack
 - If a family is unable to fill out the online enrollment at their home, there is now a designated computer in the district office to serve families. If there is a need beyond that, Hope will assist however is needed.
- Assisted National Honor Society student with service project (Band instrument collection) - teaching student Canva and creating a marketing campaign for her service project.
- Notify community and create event advertising for the parent and community "[Resilience Required: COVID-19 Teen Mental Health Webinar](#)"
 - This event has been planned by the JPS Student Support team and will also include a 7-12 student component.

Projects In-Progress

- Continuing work on the Winter/Spring Online community ed brochure. Should be released to the public in the first two weeks of December.

- Continuing to populate the ["Senior Celebration" Class of 2021 website](#). This additional website was given to us by our website provider at no cost to help promote the Class of 2020 during COVID and they have extended it to the Class of 2021.

On-Going (Daily/Weekly activities)

- Send any required COVID communication on behalf of the district nurses and Chad Williams.
- Craft district messaging
- Manage content for District [Facebook](#), [Twitter](#), [Instagram](#), and [YouTube](#) as well as the [Staff Development Twitter](#) account
- Continual maintenance of District [website](#) and Smartphone App
- Maintain updated postings for lighted marquee sign
- Flyer/marketing production for in-house activities

**Nutritional Services School Board Report
December 9th, 2020
Andrea Schaak**

We are now in about two weeks of Distance Learning Meal distribution. All kitchens did a great job pivoting their processes and once again making meals for 7 pick up sites and 3 vans for delivering meals to our rural route families. This go around, all kitchens are also navigating in-person students that are in our buildings on different schedules each day by providing breakfast and lunch for those students as well.

Staff has been great about being flexible with adding and subtracting students as various scenarios have come up. I am very proud of all of them in their creativity and being very conscientious about using up products in our freezers and store rooms for bag lunches.

Starting on Monday, Dec. 7th, we have 3 staff that are now using district vehicles to pick up sites to help take some pressure off of Eric and the bus company by freeing up 3 drivers and 3 vehicles for Eric to use for student transportation.

As a department, we are looking ahead to returning back to in-person learning and will again be ready to serve students in our buildings once we have deemed it safe to return to school.

Have a nice Holiday and stay safe!

Andrea

Board Meeting 12.14.20

Jordan School District #0717 Special Services Department Update:

Improve Student Achievement, Learning and Career and College Readiness:

- Our Assistive Technology Team (Jenni McDonald, Sarah Curren, and Stacey Hess-Norskog) received a grant. At the Jordan Elementary School, we are putting up a visual picture communication board at our playground to increase communication with our students who are non-verbal. We are hopeful to get this in the ground this month!
- On Monday, December 7th we have our special education and ELL students coming onsite to receive services. This is due to the **Emergency Executive Order 20-94**. In this order, Governor Walz prioritizes in-person intervention instruction to the most vulnerable learners
- With students coming onsite we have been working with Benjamin Bus Company to ensure they have access to their services and will be providing transportation daily for our students. We will have morning, midday, and afternoon routes.

Provide a safe and collaborative culture in which to learn and work

- I attended the MASE Board Meeting on Thursday, December 3, 2020. We discussed current situations districts are experiencing due to COVID, legislation platforms, and how we can continue to push to support our students with special needs.
- I am continuing to meet with the different departments throughout the district monthly; building sped departments, OT & PT, nurses, paraprofessionals, ELL, SOAR transition program, mental health, school psychologists, assistive technology, and district administration to ensure we are providing and receiving the same message.

Improve Community Connection, Satisfaction, and Engagement

- Our American Indian Parent Advisory Council met on Tuesday, November 19, 2020. We reviewed the current budget, reviewed current supports in place for our students in grades K-12 from Sarah Miller and discussed possible opportunities and restrictions for activities due to the COVID-19 Pandemic.

Be Fiscally Responsible and Maintain Quality Facilities

- Amy and I continue to meet and review our state and federal special education budget for the 20-21 school year. We are ensuring we are working within our budget and will continue to monitor our budget as we get half way through the school year!

Technology Board Update

Auditorium Project Update

The RFP for the auditorium sound system upgrade is released to the public. The current timeline for the project is to receive bids until the 23rd of December and have a vendor selected by the end of month. Depending on the availability of parts we are planning for a completion date at the end of January. With limited usage of the auditorium space during distance learning vendors will be able to access the space all day and quickly complete the work. Included in the RFP is training/support for staff on the system. Once we are more onsite with students using the space for classes/activities, vendors will be back to finetune and train users on the system. Thank you again to Jordan Booster Club for the donation towards this project.

Online Registration

Online registration for enrollment is now live on our website. The online registration will be used for all students Grades PreK-12 and ECFE. If families do not have internet access or a device a computer is set up in the district office for anyone to use for the enrollment process. The registration process has also been translated into Spanish and Russian so families will be able to complete the registration without the need of a translator.

Facilities and Grounds Director's Report 12-14-2020

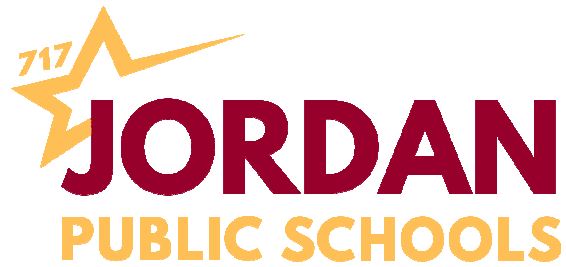
- Cleaning and sanitizing of all areas being used happens daily
- All air handling filters have been changed as well as bearings greased and belts tightened
- Going through each air handler and exhaust fan and documenting motor sizes, belt sizes, and locations so common parts can be on hand for better turnaround on maintenance issues
- Working on cleaning and organizing storage areas

Outside area

- Dragged and worked up all aglime areas on softball and baseball fields to break up hard pans to be ready earlier in spring
- All grounds equipment gone through, cleaned, and stored
- Snow equipment ready for winter

Rental house

- House is completely finished
- Showings for potential renters are happening with our property management company



2020 BOARD COMMITTEE ASSIGNMENTS

Standing Committees

Budget/Finance Committee - Entire Board

This committee meets monthly as part of the Workshop Meeting to review and discuss district budget and finances. This committee provides input and reviews all budgeting decisions as the next fiscal year's budget is constructed.

Calendar Committee (1) S. Burke - (alternate – L. Pedersen)

This committee meets one time annually with the administrative team and teacher members of the calendar committee to plan the calendars for the next two subsequent school years.

City-School Committee (2-3), R. Langheim, L. Pedersen, T. Vogel- (alternate – D. Pauly)

The committee ensures a board member is present at a city council meeting should an item on the city council agenda be pertinent to the school district. This committee meets regularly with a sub-committee of the city council. This committee will work with the city to establish an annual legislative advocacy meeting.

Communications Committee (2) S. Burke, R. Dahnert - (alternate – L. Pedersen)

This committee provides oversight and direction for communication of all media types to the community in regard to school board updates. They meet one time each year to set their agenda and as needed depending on need. The committee develops a communication plan for the district and establishes "meet and greet" times for each school building in the district at its formal meeting.

Community Education/Recreation/Joint Powers (2) T. Vogel, L. Pedersen

This committee makes recommendations to Jordan's Community Education & Recreation Director regarding programs and community education and recreation policy. It meets once per month prior to the regular school board meeting or as called by the Community Education Director.

Curriculum & Technology Integration Committee (3) D. Pauly, S. Burke, C. Hennen- (alternate – L. Pedersen) (O. Rausch - Student Representative)

This committee is tasked with reviewing all curriculum offerings and World's Best Workforce plan in our district. The Director of Teaching & Learning chairs the committee. On a curriculum cycle, the committee reviews class offerings, curriculum options and curriculum materials (i.e. texts.) This committee also receives and reviews reports on scope and sequence and mapping of curriculum. In addition, the committee focuses on Standards Based Instruction. The Technology Director and Director of Teaching & Learning are responsible for the integration and application of all technology in the district. This committee meets on the 3rd Monday of each month October - May.

Education Foundation (2) – R. Langheim, C. Hennen (alternate – L. Pedersen)

The Jordan Education Foundation will raise funds and serve as a conduit for individuals to donate funds for the purpose of enhancing educational experiences for students. This Foundation will provide oversight and establish framework for the utilization of donated and fund raised dollars in our schools. Once established, teachers will have the opportunity to write mini-grants that the Foundation will discuss and award as warranted. The superintendent will serve as an ex-officio member. The Jordan School Board will be represented with two members.

Facilities Committee (Chair + 3) D. Pauly, R. Langheim, T. Vogel - (alternate – C. Hennen) (O. Rausch - Student Representative)

This committee deals with all indoor and outdoor facilities and grounds, making recommendations on long-range facilities maintenance plans, short-term building issues, custodial planning, facility space use, etc. This committee works on special district projects such as renovations, additions, new building, lease levy authority matters, and infrastructure improvement. In the case of significant projects such as new building projects or remodels, the board members may be the board representatives in a larger committee made up of community members, school staff, and administrators. Building issues and/or concerns the require meeting with other groups will be a driving factor for this group. In addition, this committee is charged with meeting real estate needs required for buying or selling property. This committee will meet on an as needed basis or as dictated by a building project and its schedule.

Meet and Confer/Continuing Education/Staff Development (2-3) – D. Pauly, R. Langheim, R. Dahnert

A public employer has the obligation to meet and confer, under section 179A.08, with professional employees to discuss policies and other matters relating to their employment which are not terms and conditions of employment. We are scheduled to meet three times a year (at the discretion of either party.) Meetings are held in the District Office Conference Room at the end of the school day (3:15 p.m.) **Continuing Education/Staff Development** – This committee meets to determine continuing education and staff development needs within all three schools. A board member is not required unless an issue arises and then coordination is handled through the superintendent.

Negotiations Committee (2) – D. Pauly, T. Vogel (alternate – R. Dahnert)

This committee meets to conduct contract negotiations with the bargaining units. The Superintendent will work with the board members and bargaining units to facilitate and schedule the sessions.

Personnel Committee (2) (Negotiations Committee)– D. Pauly, T. Vogel (alternate – R. Dahnert)

This committee will meet if a personnel item need discussion, should the need arise outside of a regular board meeting night.

Policy Committee (2) – S. Burke, D. Pauly (alternate – R. Langheim)

This committee works with district administrators and staff to review and make recommendations on district policies. Specifically, this committee meets to review recommended changes from MSBA model policy based on annual legislative action.

Safe and Supportive Schools/PBIS Committee (1) – L. Pedersen (alternate - S. Burke) (O. Rausch - Student Representative)

This committee meets quarterly and is made up of administrators, staff members, parents/guardians and one board member. The committee discusses the district’s PBIS programming and current social issues and helps to provide guidance in regard to school climate.

SCALE (1) – T. Vogel (alternate – R. Dahnert)

The Scott County Association for Leadership and Efficiency (**SCALE**) was formed to encourage greater efficiencies and leadership in public service through enhanced communication, collaboration of services, and sharing of resources. Members include elected and appointed officials for the cities, schools and townships within Scott County, the Mdewakanton Sioux Community, and Scott County. They meet once per month on the second Friday from 7:30 – 9:00 a.m. The Superintendent and one board member represents our district at these meetings. An alternate board member may attend.

SW Metro / Intermediate District Representative (1) – D. Pauly (alternate – S. Burke)

Each member district of the SW Metro Intermediate District has one school board representative on this board. Committee assignments exist within this board as well. SW Metro meets once per month on the third Tuesday in the SW Metro office in Shakopee.

Point of Contact & Ad-Hoc Committees

American Indian Parent Advisory Council (1) S. Burke – (alternate - D. Pauly)

The council is led by parents/guardians and school district advisers. The goal is to ensure that every American Indian student has equitable access to programs that are specifically designed to meet their unique educational or cultural academic needs. The AIPAC meets monthly during the school year and serves as a vital link between the American Indian community and Jordan Public Schools.

Booster Club (1) – L. Pedersen (alternate – R. Dahnert)

This committee is led by the Booster Club President and the district's activities director attends the meetings. Representatives from the community serve on this committee which is not district led. This group investigates options for donations and fundraisers to meet activity program needs.

Legislative (1) – D. Pauly

All board members need to keep abreast of legislation relating to education. One board member is the point of contact for mailings and is to report and share important issues on the legislative front.

MSHSL (1) - (State) D. Pauly

This is a point of contact position.

Special Education Advisory Council (SEAC) (1) – C. Hennen

The Jordan Public School Special Education Advisory Council advises the school district on the development of programs and services to meet the special educational needs of children and families. By sharing their unique perspective of what it is like to use these services, parents can help the district to be more effective in hopes that the outcomes for children with disabilities improve.

Region V/SCSC/Metro ECSU (1) L. Pedersen - (alternate – S. Burke)

Region V provides computer services and staff support through the cooperative sharing of hardware, software, and personnel. We are a member district. They provide reporting and SMART application support services to school districts throughout South Central and Southeastern Minnesota. **SCSC (South Central Service Cooperative)** helps schools and other government agencies fulfill their mission by delivering high quality services while reducing costs through collaboration. We are a member. SCSC is based in North Mankato. The SCSC programs and services are member driven to utilize resources in an efficient manner. There are nine regional agencies called service cooperatives. **MECSU** offers support to the member school districts through staff development opportunities. The district representative receives emails and newsletters, but there isn't a specific meeting commitment.