



Jordan School District #717  
Regular Meeting Minutes

Monday, September 9, 2013 at 6:30 PM  
Regular Meeting  
Jordan Public Schools  
500 Sunset Drive; Suite 3  
Jordan, MN 55352

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1. Call to Order
2. Roll Call - Benko\_\_Brox\_\_Burke\_\_Carritt\_\_Pauly\_\_Pedersen\_\_Vollbrecht\_\_
3. Pledge of Allegiance
4. Consideration of Agenda
5. Public Comments
6. Jordan Pride Award - Jason Geisel, Diane Hesse, Joann Wolf, Gloria Althoff
7. Consensus Items
  1. Health & Safety Policy - 3rd Reading
  2. Policies - 1st Reading
  3. Donations
  4. Board Minutes
  5. Employee Action Item
    1. Mike O'Malley Retirement
    2. New Hires - Rock, Sand, Peer, Monnens
    3. Tammy Fraley Resignation
    4. Amanda Dietel - MS Volleyball Coach
    5. Michelle Bedney - resignation
    6. Kristin Kilgren - .625 Art Teacher
    7. Ann McGee resignation
8. Trigger Resolution for 04-05 General Obligation Bond Refunding
9. Branding Manual
10. Administrative Reports
11. Southwest Metro
12. Informational

13. Presentation of Leadership Development Certificates
14. Adjourn

\_\_\_\_\_  
School Board Clerk

\_\_\_\_\_  
Date

## Request to Address the School Board

According to School Board Policies 206 and 207 if a citizen wishes to speak to the school board about an agenda item, the superintendent's office must be notified. For all other purposes, citizens must complete the "Request to Address the School Board" form which must be submitted in person or email to the school board clerk, or other designee, any time up to ten (10) minutes prior to the start of the school board meeting.

Name: \_\_\_\_\_ Residence (city only): \_\_\_\_\_

Purpose for Speaking to the School Board (be specific):

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Have you previously contacted a school board member and/or school employee about this issue/concern? (circle one)                      YES                      NO

If so, please tell us whom: \_\_\_\_\_

Contact Information (\*phone number): \_\_\_\_\_

*\* Only to be used for follow-up to your shared issue/concern*

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

**JORDAN DISTRICT SCHOOLS  
POLICY**

*Adopted:* \_\_\_\_\_

*Revised:* \_\_\_\_\_

**807 HEALTH AND SAFETY POLICY**

**I. PURPOSE**

The purpose of this policy is to assist the school district in promoting health and safety, reducing injuries, and complying with federal, state, and local health and safety laws and regulations.

**II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to implement a health and safety program that includes plans and procedures to protect employees, students, volunteers, and members of the general public who enter school district buildings and grounds. The objective of the health and safety program will be to provide a safe and healthy learning environment; to increase safety awareness; to help prevent accidents, illnesses, and injuries; to reduce liability; to assign duties and responsibilities to school district staff to implement and maintain the health and safety program; to establish written procedures for the identification and management of hazards or potential hazards; to train school district staff on safe work practices; and to comply with all health and safety, environmental, and occupational health laws, rules, and regulations.
  
- B. All school district employees have a responsibility for maintaining a safe and healthy environment within the school district and are expected to be involved in the health and safety program to the extent practicable. For the purpose of implementing this policy, the school district will form a health and safety advisory committee to be appointed by the superintendent. The advisory committee will provide recommendations to the administration regarding plans and procedures to implement this policy and to establish procedures for identifying, analyzing, and controlling hazards, minimizing risks, and training school district staff on safe work practices. The committee will also recommend procedures for investigating accidents and enforcement of workplace safety rules. Each recommendation shall include estimates of annual costs of implementing and maintaining that proposed recommendation.

**III. PROCEDURES**

- A. Based upon recommendations from the health and safety advisory committee and subject to the budget adopted by the school board to implement or maintain these

recommendations, the administration will adopt and implement written plans and procedures for identification and management of hazards or potential hazards existing within the school district in accordance with federal, state, and local laws, rules, and regulations. Written plans and procedures will be maintained, updated, and reviewed by the school board on an annual basis and shall be an addendum to this policy. The administration shall identify in writing a contact person to oversee compliance with each specific plan or procedure.

- B. To the extent that federal, state, and local laws, rules, and regulations do not exist for identification and management of hazards or potential hazards, the health and safety advisory committee shall evaluate other available resources and generally accepted best practice recommendations. Best practices are techniques or actions which, through experience or research, have consistently proven to lead to specific positive outcomes.
- C. The school district shall monitor and make good faith efforts to comply with any new or amended laws, rules, or regulations to control potential hazards.

#### **IV. PROGRAM AND PLANS**

- A. For the purpose of implementing this policy, the administration will, within the budgetary limitations adopted by the school board, implement a health and safety program that includes specific plan requirements in various areas as identified by the health and safety advisory committee. Areas that may be considered include, but are not limited to, the following:

1. Asbestos
2. Fire and Life Safety
3. Lighting
4. Structural Safety
5. Combustible and Hazardous Materials Storage
6. Indoor Air Quality
7. Mechanical Ventilation
8. Mold Cleanup and Abatement
9. Accident and Injury Reduction Program: Model AWAIR Program for Minnesota Schools
10. Infectious Waste/Bloodborne Pathogens
11. Community Right to Know
12. Compressed Gas Safety
13. Confined Space Standard
14. Electrical Safety
15. First Aid/CPR/AED
16. Food Safety Inspection
17. Forklift Safety
18. Hazardous Waste
19. Hearing Conservation
20. Hoist/Lift/Elevator Safety
21. Integrated Pest Management

22. Laboratory Safety Standard/Chemical Hygiene Plan
23. Lead
24. Control of Hazardous Energy Sources (Lockout/Tagout)
25. Machine Guarding
26. Mercury
27. Personal Protection Equipment (PPE)
28. Playground Safety
29. Radon
30. Respiratory Protection
31. Underground and Above Ground Storage Tanks
32. Welding/Cutting/Brazing
33. Chlorine
34. Ladder/Fall Protection
35. Laboratory Safety
36. Other areas determined to be appropriate by the health and safety advisory committee.

If a risk is not present in the school district, the preparation of a plan or procedure for that risk will not be necessary.

- B. The administration shall establish procedures to ensure, to the extent practicable, that all employees are properly trained and instructed in job procedures, crisis response duties, and emergency response actions where exposure or possible exposure to hazards and potential hazards may occur.
- C. The administration shall conduct or arrange safety inspections and drills. Any identified hazards, unsafe conditions, or unsafe practices will be documented and corrective action taken to the extent practicable to control that hazard, unsafe condition, or unsafe practice.
- D. Communication from employees regarding hazards, unsafe or potentially unsafe working conditions, and unsafe or potentially unsafe practices is encouraged in either written or oral form. No employee will be retaliated against for reporting hazards or unsafe or potentially unsafe working conditions or practices.
- E. The administration shall conduct periodic workplace inspections to identify potential hazards and safety concerns.
- F. In the event of an accident or a near miss, the school district shall promptly cause an accident investigation to be conducted in order to determine the cause of the incident and to take action to prevent a similar incident. All accidents and near misses must be reported to an immediate supervisor as soon as possible.

## V. BUDGET

The superintendent shall be responsible to provide for periodic school board review and approval of the various plan requirements of the health and safety program, including current plan requirements and related written plans and procedures and recommendations

for additional plan requirements proposed to be adopted. The superintendent, or such other school official as designated by the superintendent, each year shall prepare preliminary revenue and expenditure budgets for the school district's health and safety program. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for this program and make such adjustments within the expenditure budget to carry out the current program and to implement new recommendations within the revenues projected and appropriated for this purpose. No funds may be expended for the health and safety program in any school year prior to the adoption of the budget document authorizing that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year. The health and safety program shall be implemented, conducted, and administered within the fiscal restraints of the budget so adopted.

## **VI. ENFORCEMENT**

Enforcement of this policy is necessary for the goals of the school district's health and safety program to be achieved. Within applicable budget limitations, school district employees will be trained and receive periodic reviews of safety practices and procedures, focusing on areas that directly affect the employees' job duties. Employees shall participate in practice drills. Willful violations of safe work practices may result in disciplinary action in accordance with applicable school district policies.

**Legal References:** Minn. Stat. §123B.56 (Health, Safety, and Environmental Management)  
Minn. Stat. §123B.57 (Capital Expenditure; Health and Safety)

**Cross References:** MSBA/MASA Model Policy 407 (Employee Right to Know - Exposure to Hazardous Substances)  
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)  
MSBA/MASA Model Policy 806 (Crisis Management Policy)

# JORDAN DISTRICT SCHOOLS POLICY

Adopted: September 12, 2007

Revised:

## 602 ORGANIZATION OF SCHOOL CALENDAR AND SCHOOL DAY

### I. PURPOSE

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

### II. GENERAL STATEMENT OF POLICY

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

### III. CALENDAR RESPONSIBILITY

- A. The school calendar shall be adopted annually by the school board. It shall meet all provisions of Minnesota statutes pertaining to minimum number of school days and other provisions of law. The school calendar shall establish student days, workshop days for staff, provide for emergency closings and other information related to students, staff and parents.

*[Note: The annual school calendar must include at least 425 hours of instruction for a kindergarten student without a disability, 935 hours of instruction for a student in grades 1 through 6, and 1,020 hours of instruction for a student in grades 7 through 12, not including summer school commencing with the 2012-2013 school year. Also commencing with the 2013-2014 school year, the school calendar for all-day kindergarten must include at least 850 hours of instruction for the school year. A school board's annual calendar must include at least 165 days of instruction for a student in grades 1 through 11 unless a four-day week schedule has been approved by the Commissioner of Education under Minn. Stat. § 124D.126.]*

- B. Except for learning programs during summer and flexible learning year programs, the school district will not commence an elementary or secondary school year before Labor Day, except as provided in Section III.B.1. or III.B.2. Days devoted to teacher's workshops may be held before Labor Day.
1. The school district may begin the school year on any day before Labor Day to accommodate a construction or remodeling project of \$400,000 or more affecting a school district school facility.

- C. The Education Minnesota-Jordan teachers union shall be provided an opportunity to participate in school calendar considerations through a meet and confer process.

*[Note: The provisions of the prior law requiring the school board to adopt the calendar for the next school year by April 1 have been repealed. The school board should still attempt to establish the calendar as early as possible so proper planning can take place by all members of the school community.]*

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

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

***Legal References:*** Minn. Stat. § 120A.40 (School Calendar)  
Minn. Stat. § 120A.41 (Length of School Year; Days of Instruction)  
Minn. Stat. § 120A.415 (Extended School Calendar)  
Minn. Stat. § 120A.42 (Holidays)  
Minn. Stat. § 122A.40, Subds. 7 and 7a (Employment; Contracts; Termination)  
Minn. Stat. § 122A.41, Subds. 4 and 4a (Teacher Tenure Act; Cities of the First Class; Definitions)  
Minn. Stat. § 124D.11, Subd. 9 (Revenue for Results-Oriented Charter School)  
Minn. Stat. § 127A.41, Subd. 7 (Distribution of School Aids; Appropriation)

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

**JORDAN DISTRICT SCHOOLS  
POLICY**

*Adopted: July 9, 2012*

*Reviewed: September, 2013*

**514 BULLYING PROHIBITION POLICY**

**I. PURPOSE**

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with students' ability to learn and teachers' ability to educate students in a safe environment.

District 717 is committed to fostering and maintaining a safe and civil educational environment in which all members of the school community are treated with dignity and respect. District 717 prohibits bullying, harassment, and any other attempts to victimize others.

District 717 cannot monitor the activities of students at all times and eliminate all incidents of bullying, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of District 717 in its normal operations, District 717 intends to prevent bullying and to take action to investigate, respond, remediate, and discipline those acts of bullying that have not been successfully prevented.

The purpose of this policy is to assist District 717 in its goal of preventing and responding to acts of bullying, intimidation, violence, retaliation, and other similar behaviors.

**II. GENERAL STATEMENT OF POLICY**

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school district property or at school-related functions. This policy applies not only to students who directly engage in an act of bullying but also to students who by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.

- C. Apparent permission or consent by a student being bullied does not lessen the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline for that act in accordance with school district's policies and procedures. The school district may take into account the following factors:
  - 1. The developmental and maturity levels of the parties involved;
  - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
  - 3. Past incidences or past or continuing patterns of behavior;
  - 4. The relationship between the parties involved; and
  - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from positive behavioral interventions up to and including suspension and/or expulsion. Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge. Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

- G. The school district will act to investigate all complaints of bullying and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

### **III. DEFINITIONS**

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

- A. "Bullying" means any written or verbal expression, physical act or gesture, or pattern thereof, by a student that is intended to cause or is perceived as causing distress to a student or a group of students and which substantially interferes with another student's or students' educational benefits, opportunities, or performance. The misuse of technology including, but not limited to, teasing, intimidating,

defaming, threatening, or terrorizing another student, teacher, administrator, volunteer, contractor, or other employee of the school district by sending or posting e-mail messages, instant messages, text messages, digital pictures or images, or website postings, including blogs, also may constitute an act of bullying, regardless of whether such acts are committed on or off school district property and/or with or without the use of school district resources.

Bullying includes, but is not limited to, conduct by a student against another student or a group of students that a reasonable person under the circumstances knows or should know has the effect of:

1. harming a student or a group of students;
2. damaging a student's or a group of students' property;
3. placing a student or a group of students in reasonable fear of harm to person or property; or
4. creating a hostile educational environment for a student or a group of students;
5. intimidating a student or a group of students.

B. "Immediately" means as soon as reasonably possible.

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

#### **IV. REPORTING PROCEDURE**

A. Any person who believes he or she has been the victim of bullying or any person with knowledge or belief of conduct that may constitute bullying should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district's ability to take action against an alleged perpetrator based solely on an anonymous report may be limited.

B. The school district encourages the reporting party or complainant to use the report form available from the administrator of each building or available from the

school district office, but oral reports shall be considered complaints as well.

- C. The building principal or the building principal's designee (here-in-after "building report taker") is the person responsible for receiving reports of bullying at the building level. Any person may also report bullying directly to the Superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the Superintendent or the school district human rights officer by the reporting party or complainant.
- D. A teacher, school administrator, volunteer, contractor, or other school employee should be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who receives a report of, observes, or has other knowledge or belief of conduct that may constitute bullying shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying in a timely manner may be subject to disciplinary action.
- E. Reports of bullying are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- F. Submission of a good faith complaint or report of bullying will not affect the complainant's or reporter's future employment, grades, or work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

## **V. SCHOOL DISTRICT ACTION**

- A. Upon receipt of a complaint or report of bullying, the school district shall undertake or authorize an investigation by a school district official or a third party designated by the school district.
- B. The school district may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of bullying, consistent with applicable law.
- C. Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; school district policies; and regulations.

- D. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students involved in a bullying incident and the remedial action taken, to the extent permitted by law.

## **VI. REPRISAL**

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who retaliates against any person who makes a good faith report of alleged bullying or against any person who testifies, assists, or participates in an investigation, or against any person who testifies, assists, or participates in a proceeding or hearing relating to such bullying. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment.

## **VII. TRAINING AND EDUCATION**

- A. The school district annually will provide information and any applicable training to school district staff regarding this policy.
- B. The school district annually will provide education and information to students regarding bullying, the harmful effects of bullying and other applicable initiatives to prevent bullying, including information regarding this school district policy prohibiting bullying.
- C. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the victim, and make resources or referrals to resources available to victims of bullying.
- D. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

## **VIII. NOTICE**

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

**Legal References:** Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)  
Minn. Stat. § 121A.0695 (School Board Policy; Prohibiting Intimidation

and Bullying)

Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)

Minn. Stat. § 121A.69 (Hazing Policy)

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

INDEPENDENT SCHOOL DISTRICT NO. 717  
BULLYING REPORT FORM

General Statement of Policy Prohibiting Bullying

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school district property or at school-related functions. This policy applies not only to students who directly engage in an act of bullying but also to students who, condone or support another student's act of bullying. This policy also applies to any student whose conduct constitutes bullying that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline for that act in accordance with school district's policies and procedures. The school district may take into account the following factors:
  - 1. The developmental and maturity levels of the parties involved;
  - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
  - 3. Past incidences or past or continuing patterns of behavior;
  - 4. The relationship between the parties involved; and
  - 5. The context in which the alleged incidents occurred.Consequences for students who commit prohibited acts of bullying may range from positive behavioral interventions up to and including suspension and/or expulsion. Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge. Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.
- G. The school district will act to investigate all complaints of bullying and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

Complainant \_\_\_\_\_  
Home Address \_\_\_\_\_  
Work Address \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Date of Alleged Incident(s) \_\_\_\_\_

Basis of Alleged Bullying - circle as appropriate: race \ color \ creed \ religion \ national origin \ sex \ age \ marital status \ familial status \ status with regard to public assistance \ sexual orientation \ disability

Form of bullying that took place:

- Teased \_\_\_\_\_
- Intimidated \_\_\_\_\_
- Defamed \_\_\_\_\_
- Threatened \_\_\_\_\_
- Terrorized \_\_\_\_\_
- Other \_\_\_\_\_

Name of person you believe bullied you or another person or group.

\_\_\_\_\_

If the alleged bullying was toward another person or group, identify that person or group. \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Where and when did the incident(s) occur? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List any witnesses that were present \_\_\_\_\_

\_\_\_\_\_

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

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

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

Received by \_\_\_\_\_

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

# **JORDAN DISTRICT SCHOOLS POLICY**

*Adopted: July 9, 2012*

*Reviewed: September 2013*

## **524 INTERNET ACCEPTABLE USE AND SAFETY POLICY**

### **I. PURPOSE**

The purpose of this policy is to set forth policies and guidelines for access to the school district computer system and acceptable and safe use of the Internet, including electronic communications.

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

In making decisions regarding student and employee access to the school district computer system and the Internet, including electronic communications, the school district considers its own stated educational mission, goals, and objectives. Electronic information research skills are now fundamental to preparation of citizens and future employees. Access to the school district computer system and to the Internet enables students and employees to explore thousands of libraries, databases, bulletin boards, and other resources while exchanging messages with people around the world. The school district expects that faculty will blend thoughtful use of the school district computer system and the Internet throughout the curriculum and will provide guidance and instruction to students in their use.

### **III. LIMITED EDUCATIONAL PURPOSE**

The school district is providing students and employees with access to the school district computer system, which includes Internet access. The purpose of the system is more specific than providing students and employees with general access to the Internet. The school district system has a limited educational purpose, which includes use of the system for classroom activities, educational research, and professional or career development activities. Users are expected to use Internet access through the district system to further educational and personal goals consistent with the mission of the school district and school policies. Uses which might be acceptable on a user's private personal account on another system may not be acceptable on this limited-purpose network.

### **IV. USE OF SYSTEM IS A PRIVILEGE**

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment; or civil or criminal liability under other applicable laws.

## V. UNACCEPTABLE USES

- A. The following uses of the school district system and Internet resources or accounts are considered unacceptable:
1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit, or distribute:
    - a. pornographic, obscene, or sexually explicit material or other visual depictions that are harmful to minors;
    - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
    - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
    - d. information or materials that could cause damage or danger of disruption to the educational process;
    - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
  2. Users will not use the school district system to knowingly or recklessly post, transmit, or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
  3. Users will not use the school district system to engage in any illegal act or violate any local, state, or federal statute or law.
  4. Users will not use the school district system to vandalize, damage, or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software, or system performance by spreading computer viruses or by any other means, will not tamper with, modify, or change the school district system software, hardware, or wiring or take any action to violate the school district's security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.
  5. Users will not use the school district system to gain unauthorized access to information resources or to access another person's materials, information, or files without the implied or direct permission of that person.
  6. Users will not use the school district system to post private information about another person, personal contact information about themselves or other persons, or other personally identifiable information, including, but not limited to, addresses, telephone numbers, school addresses, work addresses, identification numbers, account numbers, access codes or passwords, labeled

photographs, or other information that would make the individual's identity easily traceable, and will not repost a message that was sent to the user privately without permission of the person who sent the message.

- a. This paragraph does not prohibit the posting of employee contact information on school district webpages or communications between employees and other individuals when such communications are made for education-related purposes (i.e., communications with parents or other staff members related to students).
- b. Employees creating or posting school-related webpages may include personal contact information about themselves on a webpage. However, employees may not post personal contact information or other personally identifiable information about students unless:
  - (1) such information is classified by the school district as directory information and verification is made that the school district has not received notice from a parent/guardian or eligible student that such information is not to be designated as directory information in accordance with Policy 515; or
  - (2) such information is not classified by the school district as directory information but written consent for release of the information to be posted has been obtained from a parent/guardian or eligible student in accordance with Policy 515.

In addition, prior to posting any personal contact or personally identifiable information on a school-related webpage, employees shall obtain written approval of the content of the postings from the building administrator.

- c. These prohibitions specifically prohibit a user from utilizing the school district system to post personal information about a user or another individual on social networks, including, but not limited to, social networks such as "MySpace" and "Facebook."
7. Users must keep all account information and passwords on file with the designated school district official. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person's account, or use computer accounts, access codes, or network identification other than those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.
  8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school

computer, and will not plagiarize works they find on the Internet.

9. Users will not use the school district system for conducting business, for unauthorized commercial purposes, or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement. Users will not use the school district system to purchase goods or services for personal use without authorization from the appropriate school district official. The school district system will be used solely for the purpose of educating children. It is at the school district's discretion as to what is appropriate and relates to the mission and vision.
- B. A student or employee engaging in the foregoing unacceptable uses of the Internet when off school district premises also may be in violation of this policy as well as other school district policies. Examples of such violations include, but are not limited to, situations where the school district system is compromised or if a school district employee or student is negatively impacted. If the school district receives a report of an unacceptable use originating from a non-school computer or resource, the school district may investigate such reports to the best of its ability. Students or employees may be subject to disciplinary action for such conduct, including, but not limited to, suspension or cancellation of the use or access to the school district computer system and the Internet and discipline under other appropriate school district policies, including suspension, expulsion, exclusion, or termination of employment.
  - C. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

## **VI. FILTER**

### **ALTERNATIVE NO. 3**

*School districts which receive certain federal funding, such as e-rate discounts, for purposes of Internet access and connection services and/or receive funds to purchase Internet accessible computers are subject to the federal Children's Internet Protection Act, effective in 2001. This law requires school districts to adopt an Internet safety policy which contains the provisions set forth below. Also, the Act requires such school districts to provide reasonable notice and hold at least one public hearing or meeting to address the proposed Internet safety policy prior to its implementation. School districts that do not seek such federal financial assistance need not adopt the alternative language set forth below nor meet the requirements with respect to a public meeting to review the policy. The following alternative language for school districts that seek such federal financial assistance satisfies both state and federal law requirements.*

- A. With respect to any of its computers with Internet access, the school district will monitor the online activities of both minors and adults and employ technology protection measures during any use of such computers by minors and adults. The technology protection measures utilized will block or filter Internet access to any visual depictions that are:
  - 1. Obscene;
  - 2. Child pornography; or
  - 3. Harmful to minors.
- B. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that:
  - 1. Taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; or
  - 2. Depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
  - 3. Taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
- C. Software filtering technology shall be narrowly tailored and shall not discriminate based on viewpoint.
- D. An administrator, supervisor, or other person authorized by the Superintendent may disable the technology protection measure, during use by an adult, to enable access for bona fide research or other lawful purposes.
- E. The school district will educate students about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyberbullying awareness and response.

## **VII. CONSISTENCY WITH OTHER SCHOOL POLICIES**

Use of the school district computer system and use of the Internet shall be consistent with school district policies and the mission of the school district.

## **VIII. LIMITED EXPECTATION OF PRIVACY**

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.

- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.
- C. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or school district policy.
- D. Parents have the right at any time to investigate or review, through the building principal, the contents of their child's files and e-mail files. Parents have the right to request, through the building principal, the termination of their child's individual account at any time.
- E. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and e-mail files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure or discovery under Minn. Stat. Ch. 13 (the Minnesota Government Data Practices Act).
- F. The school district will cooperate fully with local, state and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

#### **IX. INTERNET USE AGREEMENT**

- A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. The Internet Use Agreement form for employees must be signed by the employee. The form must then be filed at the school office. As supervising teachers change, the agreement signed by the new teacher shall be attached to the original agreement.

#### **X. LIMITATION ON SCHOOL DISTRICT LIABILITY**

Use of the school district system is at the user's own risk. The system is provided on an "as is, as available" basis. The school district will not be responsible for any damage users may suffer, including, but not limited to, loss, damage, or unavailability of data stored on school district diskettes, tapes, hard drives, or servers, or for delays or changes in or interruptions of service or mis-deliveries or non-deliveries of information or materials, regardless of the cause. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district system or the Internet.

## **XI. USER NOTIFICATION**

- A. All users shall be notified of the school district policies relating to Internet use.
- B. This notification shall include the following:
  - 1. Notification that Internet use is subject to compliance with school district policies.
  - 2. Disclaimers limiting the school district's liability relative to:
    - a. Information stored on school district diskettes, hard drives, or servers.
    - b. Information retrieved through school district computers, networks, or online resources.
    - c. Personal property used to access school district computers, networks, or online resources.
    - d. Unauthorized financial obligations resulting from use of school district resources/accounts to access the Internet.
  - 3. A description of the privacy rights and limitations of school sponsored/managed Internet accounts.
  - 4. Notification that, even though the school district may use technical means to limit student Internet access, these limits do not provide a foolproof means for enforcing the provisions of this acceptable use policy.
  - 5. Notification that goods and services can be purchased over the Internet that could potentially result in unwanted financial obligations and that any financial obligation incurred by a student through the Internet is the sole responsibility of the student and/or the student's parents.
  - 6. Notification that the collection, creation, reception, maintenance, and dissemination of data via the Internet, including electronic communications, is governed by Policy 406, Public and Private Personnel Data, and Policy 515, Protection and Privacy of Pupil Records.
  - 7. Notification that, should the user violate the school district's acceptable use policy, the user's access privileges may be revoked, school disciplinary action may be taken and/or appropriate legal action may be taken.
  - 8. Notification that all provisions of the acceptable use policy are subordinate to local, state, and federal laws.

## **XII. PARENTS' RESPONSIBILITY; NOTIFICATION OF STUDENT INTERNET USE**

- A. Outside of school, parents bear responsibility for the same guidance of Internet use as they exercise with information sources such as television, telephones, radio, movies,

and other possibly offensive media. Parents are responsible for monitoring their student's use of the school district system and of the Internet if the student is accessing the school district system from home or a remote location.

- B. Parents will be notified that their students will be using school district resources/accounts to access the Internet and that the school district will provide parents the option to request alternative activities not requiring Internet access. This notification should include:
1. A copy of the user notification form provided to the student user.
  2. A description of parent/guardian responsibilities.
  3. A notification that the parents have the option to request alternative educational activities not requiring Internet access and the material to exercise this option.
  4. A statement that the Internet Use Agreement must be signed by the user, the parent or guardian, and the supervising teacher prior to use by the student.
  5. A statement that the school district's acceptable use policy is available for parental review.

### **XIII. IMPLEMENTATION; POLICY REVIEW**

- A. The school district administration may develop appropriate user notification forms, guidelines, and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines, forms, and procedures shall be an addendum to this policy.
- B. The administration shall revise the user notifications, including student and parent notifications, if necessary, to reflect the adoption of these guidelines and procedures.
- C. The school district Internet policies and procedures are available for review by all parents, guardians, staff, and members of the community.
- D. Because of the rapid changes in the development of the Internet, the school board shall conduct an annual review of this policy.

**Legal References:** 15 U.S.C. § 6501 *et seq.* (Children's Online Privacy Protection Act)  
17 U.S.C. § 101 *et seq.* (Copyrights)  
20 U.S.C. § 6751 *et seq.* (Enhancing Education through Technology Act of 2001)  
47 U.S.C. § 254 (Children's Internet Protection Act of 2000 (CIPA))  
47 C.F.R. § 54.520 (FCC rules implementing CIPA)  
Minn. Stat. § 121A.0695 (School Board Policy; Prohibiting Intimidation and Bullying)  
Minn. Stat. § 125B.15 (Internet Access for Students)  
Minn. Stat. § 125B.26 (Telecommunications/Internet Access Equity Act)  
*Tinker v. Des Moines Indep. Cmty. Sch. Dist.*, 393 U.S. 503, 89 S.Ct. 733, 21

L.Ed.2d 731 (1969)  
*United States v. Amer. Library Assoc.*, 539 U.S. 194, 123 S.Ct. 2297, 56 L.Ed.2d 221 (2003)  
*Doninger v. Niehoff*, 527 F.3d 41 (2<sup>nd</sup> Cir. 2008)  
*R.S. v. Minnewaska Area Sch. Dist. No. 2149*, No. 12-588, 2012 WL 3870868 (D. Minn. 2012)  
*Tatro v. Univ. of Minnesota*, 800 N.W.2d 811 (Minn. App. 2011), *aff'd* on other grounds 816 N.W.2d 509 (Minn. 2012)  
*S.J.W. v. Lee's Summit R-7 Sch. Dist.*, 696 F.3d 771 (8<sup>th</sup> Cir. 2012)  
*Kowalski v. Berkeley County Sch.*, 652 F.3d 656 (4<sup>th</sup> Cir. 2011)  
*Layshock v. Hermitage Sch. Dist.*, 650 F.3d 205 (3<sup>rd</sup> Cir. 2011)  
*Parents, Families and Friends of Lesbians and Gays, Inc. v. Camdenton R-III Sch. Dist.*, 853 F.Supp.2d 888 (W.D. Mo. 2012)  
*M.T. v. Cent. York Sch. Dist.*, 937 A.2d 538 (Pa. Commw. Ct. 2007)  
*J.S. v. Bethlehem Area Sch. Dist.*, 807 A.2d 847 (Pa. 2002)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)  
MSBA/MASA Model Policy 603 (Curriculum Development)  
MSBA/MASA Model Policy 604 (Instructional Curriculum)  
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)  
MSBA/MASA Model Policy 806 (Crisis Management Policy)  
MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

## **INTERNET USE AGREEMENT - STUDENT**

### **STUDENT**

I have read and do understand the school district policies relating to safety and acceptable use of the school district computer system and the Internet and agree to abide by them. I further understand that should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be taken.

User's Full Name (please print): \_\_\_\_\_

User Signature: \_\_\_\_\_

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

### **PARENT OR GUARDIAN**

As the parent or guardian of this student, I have read the school district policies relating to safety and acceptable use of the school district computer system and the Internet. I understand that this access is designed for educational purposes. The school district has taken precautions to eliminate controversial material. However, I also recognize it is impossible for the school district to restrict access to all controversial materials and I will not hold the school district or its employees or agents responsible for materials acquired on the Internet. Further, I accept full responsibility for supervision if and when my child's use is not in a school setting. I hereby give permission to issue an account for my child and certify that the information contained on this form is correct.

Parent or Guardian's Name (please print): \_\_\_\_\_

Parent or Guardian's Signature: \_\_\_\_\_

### **SUPERVISING TEACHER**

(Must be signed if applicant is a student)

I have read the school district policies relating to safety and acceptable use of the school district computer system and the Internet and agree to promote these policies with the student. Because the student may use the Internet on the school district computer system for individual work or in the context of another class, I cannot be held responsible for the student's use of the Internet on network. As the supervising teacher I do agree to instruct the student on acceptable use of the Internet and network and proper network etiquette.

Teacher's Name (please print): \_\_\_\_\_

Teacher's Signature: \_\_\_\_\_

**INTERNET USE AGREEMENT - EMPLOYEE**

**SCHOOL DISTRICT EMPLOYEE**

I have read and do understand the school district policies relating to safety and acceptable use of the school district computer system and the Internet and agree to abide by them. I further understand that should I commit any violation, my access privileges may be revoked, school disciplinary action may be taken, and/or appropriate legal action may be taken.

User's Full Name (please print): \_\_\_\_\_

User Signature: \_\_\_\_\_

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

**JORDAN DISTRICT SCHOOLS  
POLICY**

*Adopted: 2013*

*Revised:*

**626 EARLY ENTRANCE TO KINDERGARTEN PROCESS**

**I. PURPOSE**

The purpose of this policy is to provide direction for parents/guardians interested in early admission to kindergarten.

**II. GENERAL STATEMENT OF POLICY**

The Jordan School District and the State (Statute M.S. 120A.20A) guidelines require that a person shall not be admitted to a public school as a kindergarten pupil, unless the pupil is at least five years of age on September 1 of the calendar year in which the school year for which the pupil seeks admission commences; however, a child whose birth date falls on or between September 1st and October 31st may enter kindergarten if he or she meets the early entrance requirements as listed in this policy and approved by the school board.

**III. REQUEST FOR EARLY ENTRANCE TO KINDERGARTEN**

A written request for consideration of Early Entrance to Kindergarten must be submitted to the Jordan School District Office by May 1<sup>st</sup>, located at 500 Sunset Drive; Jordan, MN 55352. Parents/guardians new to the district should submit request by August 1st.

**IV. EARLY ENTRANCE PROCESS**

To increase the likelihood that your child will have a successful first year of school, he/she will be expected to meet standards approximately six months above his/her chronological age in all areas assessed. Children meeting the early entrance standards will be recommended for a six-week trial period in kindergarten beginning at the start of the following school year. Any time within the first six weeks, the school administration and the child's guardian will meet to discuss the child's progress and continued placement in the kindergarten program. To meet early entrance standards, the three phases of assessment for early entrance to kindergarten are:

**A. Observation**

1. The early entrance process involves an objective evaluation of your child's cognitive, gross and fine motor, visual-motor integration, communication, and social/emotional development.
2. A district administrator or advisory committee will use appropriate screening and testing assessments to determine eligibility.
3. The superintendent shall be responsible for the final determination of early entrance.

**B. Review**

1. The District will appoint a certified specialist to conduct a review of the child's academic readiness.
2. The District will notify the parent/guardian if the child may proceed to the evaluation process or if early entrance is not advised but may enroll in kindergarten the following fall.

**C. Evaluation**

For those children recommended to proceed to the evaluation process, the District may provide names of psychologists who can administer a psychological assessment for the child. The parent/guardian has the sole responsibility to schedule and pay for the child's assessment.

- a. The organization providing the assessment typically uses a sliding fee scale to adjust the cost of the assessment in relation to the parent/legal guardian's income. The school district does not have any influence on the cost of the assessment or the sliding

- fee scale.
- b. After completion of the evaluation process the District will notify the parent/legal guardian if the child may enter kindergarten early on a conditional admission or if the child will not be admitted for early entrance but may enroll in kindergarten the following fall.

***Legal References:*** Minn. Stat. § 120A.20 (Admission to Public School)

## JORDAN DISTRICT SCHOOLS POLICY

*Adopted:*

*Revised:*

### 534 MEMORIALS FOR DECEASED STUDENTS OR STAFF

#### PURPOSE

It is recognized that the loss of a member of the school community is deeply felt by students, staff and families. The purpose of this policy is to ensure that the Jordan Public Schools will support staff, students and families impacted from a death through assisting them with connections to appropriate school and community resources. Because it is recognized that memorial decisions made immediately in the aftermath of a crisis or death may be made without full consideration of the potential implications for students, staff, families and the community, the Jordan Public Schools will provide a process for memorial decision-making.

#### DEFINITION

Memorials: Objects or activities to remember an event or deceased person(s).

District Recovery Team: A designated group of staff members and resources for the district who plan and implement mental health support for grief recovery.

Crisis: Any natural disaster or unexpected event that negatively affects a student, a staff member or a significant group of the school population and usually involves serious emotional, psychological and/or physical injury or death.

Significant Impact: The magnitude of the potential loss or seriousness of the crisis.

#### GENERAL STATEMENT OF POLICY

Memorial activities expressed at school need to be coordinated and approved through the school's District Recovery Team (DRT). The DRT will assist families and students in selecting memorial activities that are appropriate for school and assist students in healthy bereavement.

In recognition that schools are designed primarily to support learning, school sites should not serve as the main venue for the memorializing of students or staff. In the event a request is made, the school district will consider the request on a case-to-case basis. Only in the case of a significant impact will exceptions be considered.

Memorials following a death from suicide must not glamorize, romanticize or stigmatize the act of suicide.

Temporary school memorials, **in common areas**, as approved by school administration, may be displayed until the day of the funeral and will then be given to the family. Any selling of memorial items must receive prior approval from administration. Allowable temporary **school** memorials are banners, pictures, and locker and student desk displays. Memorial symbols **on clothing or lockers** displayed by individual students or staff on school grounds will be limited to two weeks past the funeral.

Permanent memorials for deceased students and staff **must come from donations and be initiated by a donor or family member. Donations must be cleared by the donor with the family.** These memorials will be limited to endowments, scholarships, plantings and books or items with educational significance. Scholarship and endowment memorials may be established one time, or in the form of a perpetual award, with a description of the purpose of the endowment or scholarship and may include the name of the individual. Plantings may be made in a designated location based on the discretion of the Facilities Manager and Superintendent. All trees or shrubbery can be designated with a stake or plaque. This practice allows for the memorial while respecting the well-being of all students and staff. Permanent memorials may not include the retirement, alteration, or discontinued use of school property. Existing memorials established prior to the implementation of this policy will not be affected.

INDEPENDENT SCHOOL DISTRICT 717  
JORDAN PUBLIC SCHOOLS  
JORDAN, MINNESOTA

The regular meeting of the Board of Education was held in the Board Room at the Middle School on August 12, 2013.

Board Present: Mr. Brox, Mrs. Burke, Mrs. Pauly, Mr. Vollbrecht,  
Mrs. Pedersen, Mr. Benko, Ms. Carritt

Board Absent:

Also Present: Mr. Helgerson, Mrs. Jabs, Mrs. McNulty,  
Mr. Schueller, Mr. Warden, Mr. Vizenor, Mrs. Steele,  
Mr. Gutzmer, Mr. Nylander, students and parents

Chairperson Pauly called the meeting to order at 6:30 p.m. and followed with the Pledge of Allegiance.

There was no public comment.

State Track and Golf students were recognized for their achievement.

Motion Pedersen, seconded Burke to approve the agenda as presented, adding #6 Tom Sand, middle school football coach. Vote 7-0. Passed.

Motion Benko, seconded Pedersen to approve the consensus items, Annual Mandated Policies third reading and adoption, and July 8 and 22, 2013 Board minutes and pulling the resignation of Sheila Becker. Vote 7-0. Passed.

Motion Benko, seconded Pedersen to accept the resignation of Sheila Becker as Elementary Art Teacher, with regrets. Vote 7-0. Passed.

Motion Burke, seconded Carritt to approve the 2013-2014 Athletic Handbook as presented. Vote 7-0. Passed. Motion Carritt, seconded Pedersen to approve the 3 month contract with Chef Marshall O'Brien for \$3600 from August 1, 2013 to October 31, 2013. Vote 6-1(Benko). Passed.

Mr. Helgerson presented scenarios for the location equity and Local Board decision. Motion Carritt, seconded Burke to approve the Resolution converting voter approved referendum authority to a board approved referendum authority and authorizing a new board approved referendum authority. Roll call vote: Carritt, aye; Benko, aye; Pedersen, aye; Burke, aye; Brox, aye; Vollbrecht, aye; Pauly, aye. Passed.

Motion Vollbrecht, seconded Pedersen to approve the rate increase for Early Edventures staff as presented by Mr. Warden. Vote 7-0. Passed.

Motion Vollbrecht, seconded Benko to approve the lunch bids awarding the milk bid to Hastings Creamery and the bread bid to Pan-0-Gold. Vote 7-0. Passed.

Mr. Helgerson updated the school on the proposed next steps for the Middle School project. Board discussion.

Mr. Helgerson also presented the option of providing school lunches for students at St. John's school. School board members asked that Mr. Helgerson continue exploring this option.

Motion Vollbrecht to adjourn the meeting at 7:32 p.m.

---

Sandy Burke, Clerk

Mike O'Malley  
929 Walnut Street South  
Belle Plaine Mn 56011

RECEIVED  
AUG 12 2013

Superintendent Matt Helgerson  
500 Sunset Drive  
Jordan Mn 55352

8/8/13

Dear Superintendent Helgerson

Please accept this letter as notification that I wish to retire from my position as Industrial Technology Teacher with the Jordan Public School at the end of first semester 2013 - 2014. I will be eligible for Teachers Retirement Association Rule of 90 in November of 2013 but feel it is in the best interest of the students that I stay to finish the first semester.

If the school board and community education director are interested, I would be willing to remain part of the Driver Education Program along with substitute teaching.

Should you require any additional information from me, please do not hesitate to contact me.

Yours in education,

  
Mike O'Malley



## EMPLOYEE DATA SHEET

**Employee:** Jeffrey Rock **Date Offer Accepted:** August 23, 2013  
**Job Title:** Special Education Para-Professional **Indicate:**  
 Full-time / Part-time / 8:00 – 3:00 (6.5 Hours/  
 Hiring Seasonal / Temporary Day)  
**Supervisor:** Barb McNulty **Location:** High School

**PERSONNEL ACTION**

\_X\_ NEW HIRE BOARD APPROVED ON: XX/XX/XXXX

**EDUCATION INFORMATION**

List below all postsecondary education, beginning with the **most recent**.

Name of Institution	Location	Major	Degree and Date Received	Dates Attended
MN - University of Minnesota Gustavus Adolphus College	Twin Cities (main campus) St. Peter, MN	Science Education Biology/Japanese Sstudies	M.Ed. B.A.	2011-12 2006-2006

List below any certificate(s) or license(s) now held.

Name of Certificate/License	Name of Provider	Date Received	Expiration Date
Life Science (9-12)	Minnesota Teaching License		6-30-16

**Relevant Experience**

Name of Employer	Title	Nature of Duties	Dates Employed
City of Eden Prairie	Leaders in Training Coordinator	Train workers for summer programs (seasonal)	5/13-8/13
Okayama Board of Education (through JET Programme)	Assistant Language Teacher	Assisted in the instruction English language classes	7/05 – 7/08

<b>BEGINNING CONTRACT DATE</b> <u>08/26/2013</u>	<b>ENDING CONTRACT</b> _____
(First Day of Work/Seniority Date of Record)	(If Applicable)
PAY RATE ANNUALLY \$12.50	

**EMPLOYEE SIGNATURE** **DATE** 8/27/13  
**ACCOUNT DISTRIBUTION** **ANNUAL SALARY** <sup>36</sup> **% DISTRIBUTION**



## EMPLOYEE DATA SHEET

Employee: Malik Peer Date Offer Accepted: 8/19/13

Job Title: JMS Life Skills Paraprofessional Indicate:  
 Full-time / Part-time /  
 Seasonal / Temporary 7.5 hours

Hiring Supervisor: Lance Chambers Location: JMS

**PERSONNEL ACTION**

X  NEW HIRE BOARD APPROVED ON: XX/XX/XXXX

**EDUCATION INFORMATION**

List below all postsecondary education, beginning with the most recent.

Name of Institution	Location	Major	Degree and Date Received	Dates Attended
Normandale Community College	Bloomington, MN	Education	Current Student	2010-Current

List below any certificate(s) or license(s) now held.

Name of Certificate/License	Name of Provider	Date Received	Expiration Date

**Relevant Experience**

Name of Employer	Title	Nature of Duties	Dates Employed
Personal Trainer	Owner	Train clients	2005-current
Carver Scott	Para	Work with students	2009-2010
Data Metal Craft	Employee	Spot welding/assembly	2000-2004

<b><u>BEGINNING CONTRACT DATE 08/26/2013</u></b> (First Day of Work/Seniority Date of Record) PAY RATE ANNUALLY \$12.50/hr.	<b><u>ENDING CONTRACT</u></b> _____ (If Applicable)
---	--

EMPLOYEE SIGNATURE

DATE 8/5/2013

**ACCOUNT DISTRIBUTION**

**ANNUAL SALARY**  
37

**% DISTRIBUTION**

ACCOUNT #  
ACCOUNT #

%  
%



## EMPLOYEE DATA SHEET

**Employee:** Rebecca Monnens **Date Offer Accepted:** 8/22/13

**Job Title:** SPED Paraprofessional **Indicate:**  
 Full-time / Part-time /  
 Seasonal / Temporary FT

**Hiring Supervisor:** Chad Williams, Melissa Barnett **Location:** JES

**PERSONNEL ACTION**

X  NEW HIRE BOARD APPROVED ON: XX/XX/XXXX

**EDUCATION INFORMATION**

List below all postsecondary education, beginning with the **most recent**.

Name of Institution	Location	Major	Degree and Date Received	Dates Attended
Model College of Hair Design	St. Cloud	Cosmetology	Certificate	July 2011

List below any certificate(s) or license(s) now held.

Name of Certificate/License	Name of Provider	Date Received	Expiration Date

**Relevant Experience**

Name of Employer	Title	Nature of Duties	Dates Employed
Shakopee School District #720	Paraprofessional	Supported students with special needs	Summers, 7/09-7/10

<b>BEGINNING CONTRACT DATE</b> <u>9/3/2013</u>	<b>ENDING CONTRACT</b> <u>6/5/2014</u>
(First Day of Work/Seniority Date of Record)	(If Applicable)
PAY RATE ANNUALLY \$12.50 PER HOUR, 6.5 HOURS PER DAY	

**EMPLOYEE SIGNATURE** *Rebecca Monnens* **DATE** 8/27/13

**ACCOUNT DISTRIBUTION** **ANNUAL SALARY** **% DISTRIBUTION**  
 ACCOUNT # \_\_\_\_\_ % \_\_\_\_\_



**EMPLOYEE DATA SHEET**

Employee: Ozzie Sand Date Offer Accepted: August 10, 2013  
 Job Title: Special Education Para-Professional Indicate: Full-time / Part-time / Seasonal / Temporary 8:00 – 3:00 (6.5 Hours/Day)  
 Hiring Supervisor: Barb McNulty Location: High School

**PERSONNEL ACTION**

\_X\_ NEW HIRE BOARD APPROVED ON: XX/XX/XXXX

**EDUCATION INFORMATION**

List below all postsecondary education, beginning with the most recent.

Name of Institution	Location	Major	Degree and Date Received	Dates Attended
Hamline University	St. Paul, MN	Physical Education	BA	2006-2011

List below any certificate(s) or license(s) now held.

Name of Certificate/License	Name of Provider	Date Received	Expiration Date
Physical Education/Health Education	Minnesota Teaching License		6-30-16

**Relevant Experience**

Name of Employer	Title	Nature of Duties	Dates Employed
Rochester STEM Academy	Teacher	Teacher	8/11-5/13

**BEGINNING CONTRACT DATE 08/26/2013**  
 (First Day of Work/Seniority Date of Record)  
 PAY RATE ANNUALLY \$12.50

**ENDING CONTRACT** \_\_\_\_\_  
 (If Applicable)

**EMPLOYEE SIGNATURE**

*[Handwritten Signature]*

DATE

8/10/13

**ACCOUNT DISTRIBUTION**

ACCOUNT #  
 ACCOUNT #

**ANNUAL SALARY**

**% DISTRIBUTION**

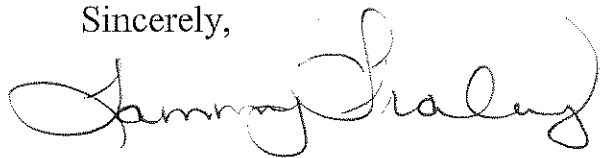
%  
 %

August 13, 2013

Jordan School District,

I am writing to notify you that I am resigning from my position as Para Professional as of August 14, 2013.

Sincerely,

A handwritten signature in cursive script that reads "Tammy Fraley". The signature is written in black ink and is positioned below the word "Sincerely,".

Tammy Fraley

## EMPLOYEE DATA SHEET

Employee: Amanda Dietel Date Offer Accepted: 8/14/2013

Job Title: MS Volleyball Coach Indicate:  
 Full-time / Part-time /  
 Seasonal / Temporary Seasonal

Hiring Supervisor: Jeff Vizenor Location: Jordan Middle School

**PERSONNEL ACTION**

X  NEW HIRE BOARD APPROVED ON: XX/XX/XXXX

**EDUCATION INFORMATION**

List below all postsecondary education, beginning with the **most recent**.

Name of Institution	Location	Major	Degree and Date Received	Dates Attended
Luther College	Dacorah, IA	Elem. Ed	May 2013	2009-2013

List below any certificate(s) or license(s) now held.

Name of Certificate/License	Name of Provider	Date Received	Expiration Date

**Relevant Experience**

Name of Employer	Title	Nature of Duties	Dates Employed

<b>BEGINNING CONTRACT DATE AUGUST 20, 2013</b>	<b>ENDING CONTRACT OCTOBER 20, 2013</b>
(First Day of Work/Seniority Date of Record)	(If Applicable)
PAY RATE ANNUALLY \$1780 (NO SENIORITY)	

EMPLOYEE SIGNATURE Amanda Dietel — DATE

<b><u>ACCOUNT DISTRIBUTION</u></b>	<b><u>ANNUAL SALARY</u></b>	<b><u>% DISTRIBUTION</u></b>
ACCOUNT #	\$1780	%

8-23-13

To whom this may  
concern:

I am resigning  
from the Elementary  
Kitchen as a  
cook.

Michelle  
Bedney



## EMPLOYEE DATA SHEET

**Employee:** Kristin Kilgren **Date Offer Accepted:** 8/22/13

**Job Title:** Elem. Art Specialist **Indicate:**  
 Full-time / Part-time /  
 Seasonal / Temporary PT (.625)

**Hiring Supervisor:** Melissa Barnett **Location:** JES

**PERSONNEL ACTION**

\_X\_ NEW HIRE BOARD APPROVED ON: XX/XX/XXXX

**EDUCATION INFORMATION**

List below all postsecondary education, beginning with the **most recent**.

Name of Institution	Location	Major	Degree and Date Received	Dates Attended
College of St. Scholastica	St. Cloud	Elem Education	MS in Teaching, fall 2013	3/10-present
St. Olaf College	Northfield	Studio Art Education	BA, 5/2004	8/00-5/04

List below any certificate(s) or license(s) now held.

Name of Certificate/License	Name of Provider	Date Received	Expiration Date
Visual Arts K-12	MDE	7/20/04	6/30/14

**Relevant Experience**

Name of Employer	Title	Nature of Duties	Dates Employed
Hutchinson School District #423	Elem. Art Specialist	Teacher assigned duties for students in grades 2-5	8/4-6/8, 8/10-present
Dassel-Cokato Middle School	Art Instructor	Teacher assigned duties for students in grades 5-8	8/08-6/09

<b>BEGINNING CONTRACT DATE</b> <u>8/23/13</u>	<b>ENDING CONTRACT</b> _____
(First Day of Work/Seniority Date of Record)	(If Applicable)
PAY RATE ANNUALLY .625 FTE	

**EMPLOYEE SIGNATURE** Kristin Kilgren — **DATE** 8-23-13

**ACCOUNT DISTRIBUTION** **ANNUAL SALARY** **% DISTRIBUTION**

RECEIVED  
SEP 05 2013

Melissa Barnett  
Jordan Elementary School

August 29, 2013

Dear Melissa,

Due to a cancer illness in the family, it is with a heavy heart that I hereby submit my resignation effective as soon as possible.

I thank Jordan Elementary School for supporting me for the past two years. Jordan Elementary School is an incredible place to work, and I feel so very blessed to have witnessed countless acts of kindness and caring each and every day. JES is truly the best, and the city of Jordan is lucky to have so many caring individuals in their schools.

With Much Gratitude,



Ann McGee

CERTIFICATION OF MINUTES RELATING TO  
\$1,490,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013A

Issuer: Independent School District No. 717 (Jordan), Minnesota

Governing Body: School Board

Kind, date, time and place of meeting: A regular meeting held on September 9, 2013, at 6:30 p.m., at Jordan High School.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (pages):

RESOLUTION RELATING TO \$1,490,000 TAXABLE GENERAL OBLIGATION  
REFUNDING BONDS, SERIES 2013A; AUTHORIZING THE ISSUANCE AND  
AUTHORIZING ANY BOARD OFFICER AND THE SUPERINTENDENT TO  
AWARD THE SALE THEREOF AND TO TAKE SUCH ACTION AND EXECUTE  
ALL DOCUMENTS NECESSARY TO ACCOMPLISH SAID AWARD AND SALE

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer on this 9<sup>th</sup> day of September, 2013.

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

Member \_\_\_\_\_ introduced the following resolution and moved its adoption, which motion was seconded by Member \_\_\_\_\_:

**RESOLUTION RELATING TO \$1,490,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013A; AUTHORIZING THE ISSUANCE AND AUTHORIZING ANY BOARD OFFICER AND THE SUPERINTENDENT TO AWARD THE SALE THEREOF AND TO TAKE SUCH ACTION AND EXECUTE ALL DOCUMENTS NECESSARY TO ACCOMPLISH SAID AWARD AND SALE**

BE IT RESOLVED by the School Board (the Board) of Independent School District No. 717 (Jordan), Minnesota (the District), as follows:

**SECTION 1. PURPOSE.** By resolution dated February 11, 2013 (the Prior Authorizing Resolution) this Board authorized the issuance of its Taxable General Obligation Refunding Bonds, Series 2013A, in the aggregate principal amount of \$11,850,000; the Prior Authorizing Resolution is hereby rescinded in all respects. It is hereby determined to be in the best interests of the District to issue its Taxable General Obligation Refunding Bonds, Series 2013A, in the aggregate principal amount of \$1,490,000 (the Bonds), subject to adjustment in accordance with the Notice of Sale. The proceeds of the Bonds will be used, together with any additional funds of the District which might be required, to refund in advance of maturity and prepay, on February 1, 2014, (i) the 2015 maturity, aggregating \$770,000 in principal amount, of the District's outstanding \$8,100,000 General Obligation Refunding Bonds of 2004, originally dated December 1, 2004, and (ii) the 2015 maturity, aggregating \$645,000 in principal amount, of the District's outstanding \$6,830,000 General Obligation Refunding Bonds of 2005, originally dated January 1, 2005.

**SECTION 2. AWARD OF SALE.** The District has retained PMA Securities, Inc., in Albertville, Minnesota (PMA), as independent financial advisor in connection with the sale of the Bonds. The Board desires to proceed with the sale of the Bonds by direct negotiation to Northland Securities, Inc., in Minneapolis, Minnesota (the Purchaser). Any Board officer and The Superintendent, in consultation with and upon the advice of representatives of PMA, are hereby authorized and directed to award the sale of the Bonds to the Purchaser and execute a contract on the part of the District for the sale of the Bonds, provided that the aggregate principal amount of the Bonds shall not exceed \$1,490,000, the total net savings is at least \$1,000 and the true interest cost does not exceed 3.000% per annum. This Board shall meet at its next regularly scheduled meeting to adopt a bond resolution prepared by the District's bond counsel ratifying the sale of the Bonds and incorporating the terms and conditions of the proposal so accepted.

**SECTION 3. STATE CREDIT ENHANCEMENT PROGRAM.** (a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal

or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Registrar. The District understands that as a result of its covenant to be bound by the provision of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now and hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section. The chair, clerk, superintendent or business manager is authorized to execute any applicable Minnesota Department of Education forms.

SECTION 4. EXPIRATION. The authorization provided in Section 2 hereof shall expire on February 1, 2014.

Upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

CERTIFICATION OF MINUTES RELATING TO  
\$9,995,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013B

Issuer: Independent School District No. 717 (Jordan), Minnesota

Governing Body: School Board

Kind, date, time and place of meeting: A regular meeting held on September 9, 2013, at 6:30 p.m., at the Jordan High School.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (pages):

RESOLUTION RELATING TO \$9,995,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013B; AUTHORIZING THE ISSUANCE AND AUTHORIZING ANY BOARD OFFICER AND THE SUPERINTENDENT TO AWARD THE SALE THEREOF AND TO TAKE SUCH ACTION AND EXECUTE ALL DOCUMENTS NECESSARY TO ACCOMPLISH SAID AWARD AND SALE

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer on this 9<sup>th</sup> day of September, 2013.

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

Member \_\_\_\_\_ introduced the following resolution and moved its adoption, which motion was seconded by Member \_\_\_\_\_:

RESOLUTION RELATING TO \$9,995,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013B; AUTHORIZING THE ISSUANCE AND AUTHORIZING ANY BOARD OFFICER AND THE SUPERINTENDENT TO AWARD THE SALE THEREOF AND TO TAKE SUCH ACTION AND EXECUTE ALL DOCUMENTS NECESSARY TO ACCOMPLISH SAID AWARD AND SALE

BE IT RESOLVED by the School Board of Independent School District No. 717 (Jordan), Minnesota (the District), as follows:

SECTION 1. PURPOSE. It is hereby determined to be in the best interests of the District to issue its Taxable General Obligation Refunding Bonds, Series 2013B, in the aggregate principal amount of \$9,995,000 (the Bonds), subject to adjustment in accordance with the Notice of Sale. The proceeds of the Bonds will be used, together with any additional funds of the District which might be required, to refund in advance of maturity and prepay, on February 1, 2014, (i) the 2016 through 2021 maturities, aggregating \$5,310,000 in principal amount, of the District's outstanding \$8,100,000 General Obligation Refunding Bonds of 2004, originally dated December 1, 2004, and (ii) the 2016 through 2021 maturities, aggregating \$4,525,000 in principal amount, of the District's outstanding \$6,830,000 General Obligation Refunding Bonds of 2005, originally dated January 1, 2005.

SECTION 2. AWARD OF SALE. The District has retained PMA Securities, Inc., in Albertville, Minnesota (PMA), as independent financial advisor in connection with the sale of the Bonds. The Board desires to proceed with the sale of the Bonds by direct negotiation to Northland Securities, Inc., in Minneapolis, Minnesota (the Purchaser). Any Board officer and The Superintendent, in consultation with and upon the advice of representatives of PMA, are hereby authorized and directed to award the sale of the Bonds to the Purchaser and execute a contract on the part of the District for the sale of the Bonds, provided that the aggregate principal amount of the Bonds shall not exceed \$9,995,000, the total net savings is at least \$470,000 and the true interest cost does not exceed 3.000% per annum. This Board shall meet at its next regularly scheduled meeting to adopt a bond resolution prepared by the District's bond counsel ratifying the sale of the Bonds and incorporating the terms and conditions of the proposal so accepted.

SECTION 3. STATE CREDIT ENHANCEMENT PROGRAM. (a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Registrar.

The District understands that as a result of its covenant to be bound by the provision of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now and hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section. The chair, clerk, superintendent or business manager is authorized to execute any applicable Minnesota Department of Education forms.

SECTION 4. EXPIRATION. The authorization provided in Section 2 hereof shall expire on February 1, 2014.

Upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

## ISD 717 Jordan, MN

\$1,440,000

2013 G.O. Refunding Bonds

Dated November 4, 2013 + 50 BPS

## Sources & Uses

Dated 11/04/2013 | Delivered 11/04/2013

### Sources Of Funds

Par Amount of Bonds	\$1,440,000.00
<b>Total Sources</b>	<b>\$1,440,000.00</b>

### Uses Of Funds

Deposit to Current Refunding Fund	1,415,000.00
Total Underwriter's Discount (0.800%)	11,520.00
Costs of Issuance	10,000.00
Rounding Amount	3,480.00
<b>Total Uses</b>	<b>\$1,440,000.00</b>

## ISD 717 Jordan, MN

\$1,440,000

2013 G.O. Refunding Bonds

Dated November 4, 2013 + 50 BPS

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Total
11/04/2013	-	-	-	-	-
08/01/2014	-	-	13,350.00	13,350.00	-
02/01/2015	1,440,000.00	1.250%	9,000.00	1,449,000.00	1,462,350.00
<b>Total</b>	<b>\$1,440,000.00</b>	<b>-</b>	<b>\$22,350.00</b>	<b>\$1,462,350.00</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$1,788.00
Average Life	1.242 Years
Average Coupon	1.2500000%
Net Interest Cost (NIC)	1.8942953%
True Interest Cost (TIC)	1.9032806%
Bond Yield for Arbitrage Purposes	1.2488727%
All Inclusive Cost (AIC)	2.4773870%

### IRS Form 8038

Net Interest Cost	1.2500000%
Weighted Average Maturity	1.242 Years

## ISD 717 Jordan, MN

\$1,440,000

2013 G.O. Refunding Bonds

Dated November 4, 2013 + 50 BPS

## Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2014	-	1,624,370.00	1,624,370.00	1,624,370.00	-
02/01/2015	1,462,350.00	397,340.00	1,859,690.00	1,868,940.00	9,250.00
02/01/2016	-	1,877,340.00	1,877,340.00	1,877,340.00	-
02/01/2017	-	1,873,140.00	1,873,140.00	1,873,140.00	-
02/01/2018	-	1,871,740.00	1,871,740.00	1,871,740.00	-
02/01/2019	-	1,892,940.00	1,892,940.00	1,892,940.00	-
02/01/2020	-	1,880,740.00	1,880,740.00	1,880,740.00	-
02/01/2021	-	1,885,535.00	1,885,535.00	1,885,535.00	-
<b>Total</b>	<b>\$1,462,350.00</b>	<b>\$13,303,145.00</b>	<b>\$14,765,495.00</b>	<b>\$14,774,745.00</b>	<b>\$9,250.00</b>

### PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	9,151.10
Net PV Cashflow Savings @ 2.477%(AIC)	9,151.10
Contingency or Rounding Amount	3,480.00
Net Present Value Benefit	\$12,631.10
Net PV Benefit / \$1,415,000 Refunded P+I	0.085%
Average Annual Cash Flow Savings	4,625.00

### Refunding Bond Information

Refunding Dated Date	11/04/2013
Refunding Delivery Date	11/04/2013

## ISD 717 Jordan, MN

\$9,980,000

2013 G.O. Refunding Bonds

Dated November 4, 2013 + 50 BPS

## Sources & Uses

Dated 11/04/2013 | Delivered 11/04/2013

### Sources Of Funds

Par Amount of Bonds	\$9,980,000.00
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<b>Total Sources</b>	<b>\$9,980,000.00</b>
----------------------	-----------------------

### Uses Of Funds

Deposit to Current Refunding Fund	9,835,000.00
-----------------------------------	--------------

Total Underwriter's Discount (0.800%)	79,840.00
---------------------------------------	-----------

Costs of Issuance	62,788.00
-------------------	-----------

Rounding Amount	2,372.00
-----------------	----------

<b>Total Uses</b>	<b>\$9,980,000.00</b>
-------------------	-----------------------

## ISD 717 Jordan, MN

\$9,980,000

2013 G.O. Refunding Bonds

Dated November 4, 2013 + 50 BPS

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Total
11/04/2013	-	-	-	-	-
08/01/2014	-	-	148,960.04	148,960.04	-
02/01/2015	145,000.00	1.000%	100,422.50	245,422.50	394,382.54
08/01/2015	-	-	99,697.50	99,697.50	-
02/01/2016	1,570,000.00	1.200%	99,697.50	1,669,697.50	1,769,395.00
08/01/2016	-	-	90,277.50	90,277.50	-
02/01/2017	1,585,000.00	1.500%	90,277.50	1,675,277.50	1,765,555.00
08/01/2017	-	-	78,390.00	78,390.00	-
02/01/2018	1,610,000.00	1.850%	78,390.00	1,688,390.00	1,766,780.00
08/01/2018	-	-	63,497.50	63,497.50	-
02/01/2019	1,660,000.00	2.150%	63,497.50	1,723,497.50	1,786,995.00
08/01/2019	-	-	45,652.50	45,652.50	-
02/01/2020	1,680,000.00	2.500%	45,652.50	1,725,652.50	1,771,305.00
08/01/2020	-	-	24,652.50	24,652.50	-
02/01/2021	1,730,000.00	2.850%	24,652.50	1,754,652.50	1,779,305.00
<b>Total</b>	<b>\$9,980,000.00</b>	<b>-</b>	<b>\$1,053,717.54</b>	<b>\$11,033,717.54</b>	<b>-</b>

#### Yield Statistics

Bond Year Dollars	\$47,381.83
Average Life	4.748 Years
Average Coupon	2.2238851%
Net Interest Cost (NIC)	2.3923885%
True Interest Cost (TIC)	2.3935498%
Bond Yield for Arbitrage Purposes	2.2137827%
All Inclusive Cost (AIC)	2.5362246%

#### IRS Form 8038

Net Interest Cost	2.2238851%
Weighted Average Maturity	4.748 Years

## ISD 717 Jordan, MN

\$9,980,000

2013 G.O. Refunding Bonds

Dated November 4, 2013 + 50 BPS

## Debt Service Comparison

Date	Total P+I	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2014	-	1,624,370.00	1,624,370.00	1,624,370.00	-
02/01/2015	394,382.54	1,471,600.00	1,865,982.54	1,868,940.00	2,957.46
02/01/2016	1,769,395.00	-	1,769,395.00	1,877,340.00	107,945.00
02/01/2017	1,765,555.00	-	1,765,555.00	1,873,140.00	107,585.00
02/01/2018	1,766,780.00	-	1,766,780.00	1,871,740.00	104,960.00
02/01/2019	1,786,995.00	-	1,786,995.00	1,892,940.00	105,945.00
02/01/2020	1,771,305.00	-	1,771,305.00	1,880,740.00	109,435.00
02/01/2021	1,779,305.00	-	1,779,305.00	1,885,535.00	106,230.00
<b>Total</b>	<b>\$11,033,717.54</b>	<b>\$3,095,970.00</b>	<b>\$14,129,687.54</b>	<b>\$14,774,745.00</b>	<b>\$645,057.46</b>

### PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	577,506.03
Net PV Cashflow Savings @ 2.536%(AIC)	577,506.03
Contingency or Rounding Amount	2,372.00
Net Present Value Benefit	\$579,878.03
Net PV Benefit / \$9,835,000 Refunded P+I	3.925%
Average Annual Cash Flow Savings	80,632.18

### Refunding Bond Information

Refunding Dated Date	11/04/2013
Refunding Delivery Date	11/04/2013



# Brand Manual

## Visual Identity Guide

Jordan Public Schools IDS #717  
952.492.6200  
[www.jordan.k12.mn.us](http://www.jordan.k12.mn.us)

## Overview

The Jordan School District Visual Identity Brand Manual is designed to be used for all official communications from the District. The program is composed of a system of coordinated graphic elements, including a district logo, athletics logo, and a specific color palette.

This logo system is recommended for all visual representations of the District: marketing materials, correspondence from the classroom, exhibit items, videos, yearbooks, students handouts, presentations, web pages, etc.

## District Logo

The Jordan School District logo is a modified star with three sides to represent the three schools in the District.

- The district logo is to be used for all academic and business office correspondence.
- The proportions of the logo are to remain unaltered.
- The logo system and all of its elements should not be modified or altered in any way.
- A minimum of .25" should be kept clear around the logo.
- If adding text below logo, i.e. department name, it should be nested below the logo 0.175" from the bottom stripe and left-aligned with "school district" (see example 2)



*without department name*



*with department name*

## Athletics/Activities Logo

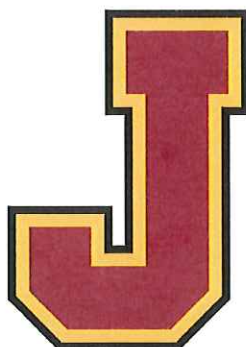
The Jordan athletic logo will be composed of a "J" and/or the chosen title of "Jaguars" or "Hubmen" or the sport/activity title.

- The "J" logo is to be used for all athletic and co-curricular activities; including all team sportswear, athletic and activity promotional materials, and where applicable as a sub-logo to the main district logo.
- The proportions of the logo are to remain unaltered.
- The logo system and all of its elements should not be modified or altered in any way unless approved by the district Athletic Director.
- Currently, the athletic "J" is the approved logo. The team mascots continue to be the Jaguars and Hubmen, but no previously drawn rendition of a Jaguar or Hubmen is to be used without approval from the district Athletic Director. Logos to include the wagon wheel or the train are also not to be used. If these such logos are in current use on a uniform/promotional shirt, they will be phased out in next cycle.
- In the future, Jordan School District will collaborate with the Belle Plaine School District to add visual identity guidelines for the Scott West Panthers Wrestling team.
- A minimum of .25" should be kept clear around the logo.
- If adding text below logo, i.e. mascot/sport/activity name, it should be nested below the logo 0.20" from the bottom stripe and centered on the "J" (see examples)

*with no name*



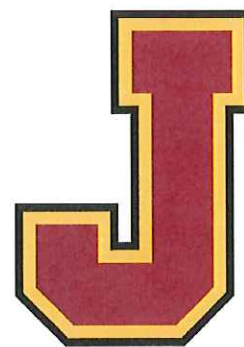
*with mascot/sport/activity name*



**JAGUARS**



**BASKETBALL**



**SPEECH**

## Athletics/Activities Uniform Colors

All Jordan uniforms and district/promotional clothing will follow the approved official school color guidelines (see page 6).

- Approved maroon and gold will be the only colors allowed for uniforms or promotional clothing.
- Black may only be used as an accent color and may not be used as a primary color in any uniform or promotional clothing.
- "Vegas gold" will no longer be used as a color accent on uniforms or promotional clothing. All uniforms that currently have "vegas gold" will be used and will follow the normal uniform cycle.
- The only exception to the uniform color rule will be for baseball and softball. These teams will be allowed to use grey as an approved color for their alternate uniform.

## Typography

The district's font suite is Century Gothic. All fonts are to be in black (unless on black background and then use white). Century Gothic should be installed on your computer, if not contact the Technology Department.

- **Century Gothic Regular:** Main text areas (11 pt or 12 pt leading) and left justified
- *Century Gothic Italic:* Main text areas (11 pt or 12 pt leading), used to emphasize
- **Century Gothic Bold:** Main text areas (11 pt or 12 pt leading), used to emphasize
- **Century Gothic Bold Italic:** Main text areas (11 pt or 12 pt leading), used to emphasize

### Secondary Typography (for District approved design only)

The following fonts can be used for district approved design (brochures, website, etc.).

- **Gloucester MT Extra Condensed**
- Walkway Suite

### Athletics Typography

The following fonts will be the preferred fonts for Athletic typography. This typography should be specified when working with uniform or promotional shirt vendors. Please contact the District Office with questions.

- **COLLEGE**

is the font to be used for the athletic "J".

- **VARSITY REGULAR**

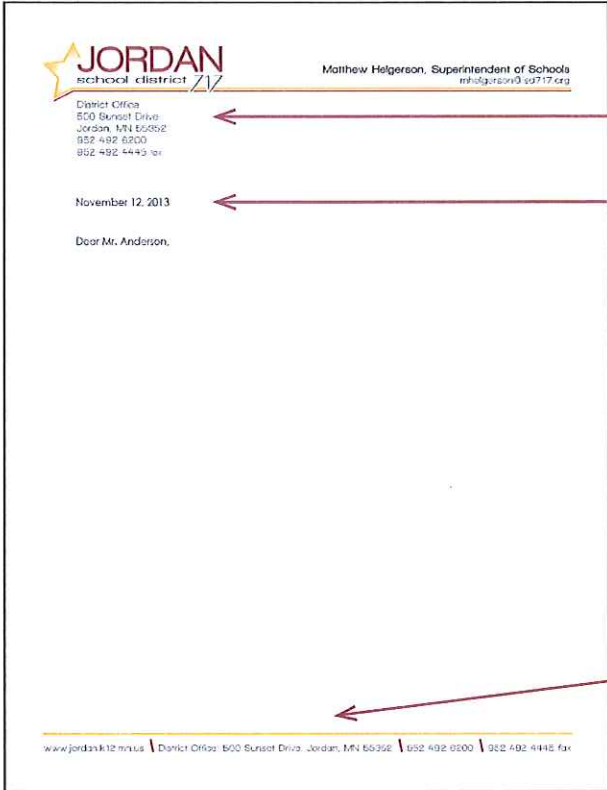
is the font to be used for any subheading under the athletic "J".

- **FRESHMAN**

in an effort to make team or fan shirts uniform, "Freshman", while not required, is the preferred font.

## Stationery

Approved letterhead, business cards, and envelopes are available through each building. Personalized letterhead and business cards must be authorized through the District office. For staff that does not have personalized letterhead, they are to use the letterhead of the department head in their area/building. For example: high school staff will use the letterhead of the school principal unless they have preauthorized letterhead of their own.



### Letterhead

The return address will be specific to the building of the person writing the letter. Letterhead will not contain direct phone lines unless approved.

The text box for the body of the letter have 1 inch margins of the top, bottom, left, and right. The date or the greeting will be placed 3 spaces (on the 4th space) away from the bottom of the building address.

All text font will be Century Gothic 11 or 12 point leading.

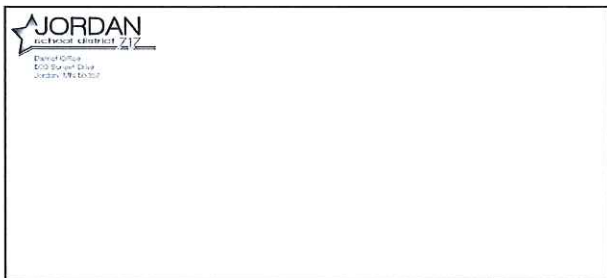
If a second page is needed, continue to a blank page, no letterhead.

The bottom of all letterhead will contain the contact information for the Jordan school District office.



### Business Card

Business cards will authorized through the District office. They may contain the direct line or cell phone if desired.



### Envelopes

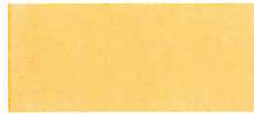
Envelopes will be available in each building with the return address of that building or department.

## Official School Colors

The Jordan School District colors are specific to keeping our district's brand cohesive. Jordan School district has two primary colors (maroon and gold) and one accent color (black)



maroon



gold



black

### Print Color Guidelines (for print)

Use the correct Pantone Matching System® color for the colors.

- maroon: 202C (coated) / 201U (uncoated)
- gold: 136C (coated) / 116U (uncoated)
- black: PMS® Black C; alternately, process black may be used for 2-color printing

In four-color print jobs, you can simulate the Pantone Matching System® colors using these CMYK formulas:

- maroon: 0% cyan / 100% magenta / 61% yellow / 43% black
- gold: 0% cyan / 27% magenta / 76% yellow / 0% black
- black: 0% cyan / 0% magenta / 0% yellow / 100% black

### Screen Color Guidelines (for web design and Microsoft Office)

In Microsoft Office suite software, you can approximate the PMS® color by selecting 'More Colors' from the Color palette menu and setting the RGB sliders to these values:

- maroon: R 122, G 0, B 25
- gold: R 255, G 204, B 51
- black: use black from Standard palette

To approximate the PMS® colors on web site designs, use hexadecimal codes:

- maroon: # 7A0019
- gold: # FFCC33
- black: # 000000

## Secondary Colors

The Jordan School District has designated secondary colors that will be used **ONLY in print/design** for website, brochure, or other marketing materials approved by the District. These colors are not to be applied to the official district logo.



### Print Color Guidelines (for print)

Use the correct Pantone Matching System® color for the colors.

- teal: 309C (coated)
- tan: 7502C (coated)
- sky blue: 306C (coated)
- lime: 382C (coated)
- orange: 144C (coated)

In four-color print jobs, you can simulate the Pantone Matching System® colors using these CMYK formulas:

- teal: 100% cyan / 24% magenta / 20% yellow / 77% black
- tan: 0% cyan / 8% magenta / 33% yellow / 10% black
- sky blue: 79% cyan / 0% magenta / 6% yellow / 5% black
- lime: 28% cyan / 0% magenta / 92% yellow / 0% black
- orange: 0% cyan / 52% magenta / 100% yellow / 0% black

### Screen Color Guidelines (for web design and Microsoft Office)

In Microsoft Office suite software, you can approximate the PMS® color by selecting 'More Colors' from the Color palette menu and setting the RGB sliders to these values:

- teal: R 0, G 61, B 76
- tan: R 226, G 211, B 164
- sky blue: R 1, G 185, B 228
- lime: R 190, G 214, B 0
- orange: R 233, G 131, B 0

To approximate the PMS® colors on web site designs, use hexadecimal codes:

- teal: # 0B3D4C
- tan: # E2D3A4
- sky blue: # 16BBE6
- lime: # BCD530
- orange: # E98524

## **Downloads**

Downloads of the official District Logo and the Athletic Logo can be found at [www.jordan.k12.mn.us](http://www.jordan.k12.mn.us) on the "Marketing and Branding" page under the "District Info" tab. There you can find EPS files, which are vector artwork files that can be opened and scaled (within the listed guidelines) in programs such as Adobe Illustrator and Adobe Photoshop. Also included are PNG (Portable Network Graphic) and .jpg files, which are used in Web design and in Microsoft Office software such as Word and Powerpoint. If you experience difficulty with any logo, please contact the Technology Department.



## High School Board Notes

A team of teachers met in August to study test score data and determined the building goals as follows:

- MCA III Math test scores will rise from 43.9% proficient to 46.9% proficient.
- MCA III Reading test scores will rise from 66.7% proficient to 69.7% proficient.
- MCA III Science test scores will rise from 43.6% proficient to 46.6% proficient.
- Grade level teams will document specific interventions for students at risk of academic failure.

The high school staff will work to achieve these goals by completing the following:

- The principal will identify students who are predicted not to pass the MCA Math, Reading, and Science tests based on previous standardized test scores and will provide them with access to Skills Tutor, a web based program that will allow students to work on remediation. Students will be asked to complete modules on Skills Tutor for an hour a week during their study hall or independently.
- Math teachers will use Student Response Systems to help identify skills that need to be retaught.
- Algebra 2, English 10, and Biology teachers will administer MCA practice tests and determine skills that need to be re-taught.
- Teachers will meet twice a month in discipline specific Professional Learning Communities to “unpack” the standards and focus on skills students need to find success.
- Grade Level Teams will meet twice a month and focus on specific interventions to help struggling students and track the level at which students improve academically.

High School teachers participated in workshop activities that included the following:

- Identifying Power Standards for their specific disciplines
- Creating norms for their Grade Level Meetings and Professional Learning Communities
- Participating in technology inservices on several topics, including Google Docs, Google Forms, Student Response Systems, flipping, and RSchool Today.

815 Sunset Drive  
Jordan, MN 55352  
952-492-2336  
952-492-4446 fax

## Jordan Elementary School Principal Update, Sept. 9, 2013

During workshop week, I facilitated several staff meetings regarding school climate and increasing student achievement. The process included staff establishing group norms and expectations to allow for the most effective and efficiently run meetings. Staff also identified strengths and areas for growth for the upcoming school year. At JES we will focus on:

- Maintaining a safe and welcoming environment for students and families
- Continuing to build positive relationships with students and families
- Being student-centered and data driven to address all levels of learning and increase student achievement
- Utilizing standards to drive instruction and guide curriculum
- Supporting one another and cultivating a trusting working environment between administration and staff and among colleagues; we will assume good intentions
- Communicating and following through on commitments and procedures

Action steps to meet these goals:

- Evaluate PBIS model and address areas of concern: Be safe, respectful and responsible (students AND staff)
- Improve flexible grouping instructional model in reading
- Identify Power Standards and unpack state standards
- Identify main focus for grade level (understanding state standards) and PLC meetings (collaborative effort to increase student achievement)
- *Mini-session Mondays* to support professional development
- Communicate with staff and families through face-to-face meetings, email, newsletters and social media

As a staff we will work on the following two performance goals:

1. 70% of students will meet or exceed their RIT target growth on the NWEA Reading and Math assessments by spring 2014.
2. At least 65% of students in grades three and four will meet or exceed proficiency on the Reading MCA in spring 2014.

## Jordan Middle School 2013-2014 School Year Goals

### PBIS & Bullying Strategies

\*All staff will create a responsible, respectful, and safe environment to ensure our disciplinary referrals will decrease by 5% from the previous school year.

#### ACTION STEPS:

1. Implement SAIL into grades 7 and 8.
2. Implementation of homework/organization strategies to all JMS students.
3. Create a plan for how the GOLD card should be implemented school wide.

### Mathematics

\* By Spring of 2014, our students (grades 5-8) will perform 12% above the state average "meet or exceed standards" on the MN. Comp. Assessments (MCA's).

#### ACTION STEPS:

1. Continue to improve academic rigor in the Honors Math programs will be in grades 5-8.
2. EL & Math staff will collaborate to focus on vocab using Rschool vocabulary flashcards.
3. All staff will work with EL students to support them in the classroom, recognize and identify weaknesses, and differentiate instruction to support their learning styles and needs.
4. Data will be used to:
  - Provide students with specific feedback about their math performance
  - Inform targeted instruction for students not meeting grade level standards.

### Science

\*By the spring of 2014 our students combined (grade 5 and 8) will perform 20% or higher than the state average on the MN. Comp. Assessments (MCA's).

#### ACTION STEPS:

1. Continue to align new science standards with curriculum.
2. Implement new Science Standards.
3. Continue dialogue on best practices with JMS curricular Science team.
4. Research and find support from outside sources (ex. SCSC; surrounding district teams)
5. Collaborate with district science teams to ensure alignment of grade level content to maintain continuity.
6. All staff will work with EL students to support them in the classroom, recognize and identify weaknesses, and differentiate instruction to support their learning styles and needs

### Reading/Language Arts

\*By Spring of 2014, our students (grades 5-8) will perform 10% or higher above the state average "meet or exceed standards" on the MN. Comp. Reading Assessment (MCA's).

#### ACTION STEPS:

1. All staff will support new reading standards and strategies within their curricular areas specifically through informational texts and vocab
2. Continue to develop the rigor of the Honors Reading classes offered at all grade levels.
3. Data will be used to :
  - Provide students with specific feedback about their Reading performance.
  - Inform targeted instruction for students not meeting grade level standards.
4. All staff will work with EL students to support in the classroom, recognize and identify weaknesses, and differentiate instruction to support their learning styles and needs

## September Board Meeting

### Jordan MS Notes

- The Jordan Middle School in the past few years have turned up the rigor in educating our students. We are on our second year of teaching honors courses in the areas of: Math, Reading, and Language. This year our numbers are up from last year in these courses.
- We take great pride in the fact that our test scores have been very good and above State Averages the last three years. We continually look for ways to improve student performance in the classroom such as the implementation of:
  - Honors courses
  - Response to Intervention curriculum (RTI)
  - SAIL Program
  - Interdisciplinary Teachings
  - Flipping Pilot
  - Goal Setting – (See attachment)
- Safe Schools – The Middle School has actively addressed it’s building security issues by adding the following measures:
  - Locked doors during the school day with a buzz in system and cameras.
  - Law Enforcement in the front door area.
  - Improved intercom system which includes all rooms and outdoors
  - Walkie talkies for admin., custodians, PE teachers, etc.
  - \*\*Along with building security JMS has also upped their attack on stopping bullying inside and out of the school setting. We do this by providing education for all students.
- Communication – It is my hope to continue to push the idea of communication with our staff. We recently purchased the program School Reach which will allow our district to communicate more effectively with parents in the following areas: school closings, emergency situations, concerts, parent and teacher conferences, etc. Along with this program, I would like to update our families with a monthly newsletter on what is happening at JMS. This letter can go out to all families through TIES.

**Executive Summary  
Highlights from the Curriculum Director  
August 2013**

**2013 Data Retreat**

**On August 12-13, 2013, 19 staff members and the administrative team met to review the 2012-2013 test results and to set Building Goals for 2013-2014. The discussions included assessment information at the district level, building level and grade level, with additional information on at-risk subgroups of students (EL students, Hispanic students, students on Free-Reduced lunch programs, Special Education students and results by gender.) The groups met by building and then came together to share and discuss their findings. As a district, we are proud of the progress our students have made in comparison to the state. However, we recognize that there continue to be groups of students who have not had the same levels of success. Each building group took their results and recommendations back to their staff for further discussion. Attached please find the list of staff members who attended the Data Retreat as well as the Schedule of Events.**

**2013 District Wide Staff Development Plan**

**On August 29, staff met with C.C. Lindstroth, a consultant on “Unpacking the Standards” training. Our first step in the process included a presentation on “Power Standards” – the standards that contain the knowledge and skills that enable students to enter next year’s classes with confidence and a readiness for success. Staff met with C.C. for one hour to review the process on determining power standards. They then worked in vertical groups (e.g., K-2 and 3-5) or content area groups (e.g., 6-8 Social, 9-12 Social, etc.) to determine the power standards for their instructional areas. This work will continue in the same groups through Professional Learning Communities (PLCs) on Thursday mornings before school until the process is completed. Our next step is vertical team (K-12) meetings in content areas to determine the consistency of the required power standards between grade levels.**

**Jordan Public Schools  
Data Retreat Overview  
August 12-13, 2013**

<b>Elementary</b>	<b>Middle School</b>	<b>High School</b>
Trista Smith (Kindergarten) Rochelle Gleixner (Gr.1) Nicki Carlson (Gr.2) Amanda McMahan (Gr.3) Lanae McClellan (Gr.4) Ashley Karlsson (ELL) Renae Milawski (RtI) Sarah Fritzke (RtI) Melissa Barnett	Rose Gulbranson (Gr.5) Heather Davis (Gr.6) Kaylee Doherty (Gr.7) Lisa Ruehling (Gr.8) Sara Sievers (SpEd) Lance Chambers	Lisa Leary (Spanish) Amy Peters (Spanish) Jessica Barnd (Art) Heidi Graf (SpEd) Greg Summers (Science) Robin Whiteside (Counselor) Barb McNulty

**August 12, 2013 Schedule**

- 9:00-10:00**            **Continental Breakfast  
Overview of Data Driven Dialogue Protocol**
- 10:00-12:00**        **District Level Data Overview and Goal Setting**
- 12:00-1:00**           **Lunch**
- 1:00-3:00**            **Building Level Data Overview and Goal Setting**

**August 13, 2013 Schedule**

- 9:00-9:30**            **Continental Breakfast and Debrief**
- 9:30-11:30**        **Grade Level Data Overview and Goal Setting**
- 11:30-12:30**        **Lunch**
- 12:30-2:30**        **Testing Schedule  
Continued Work on Building Goals**
- 2:30-3:00**            **Group Share of Goals**



## **Board Meeting 9/9/2013**

### **Jordan Public Schools Special Services Department Update:**

- Reviewing previous procedures within the district and updating to meet guidelines and policies (both federally and state)
- Completed MDE's Minnesota Continuous Improvement Monitoring Process
- Currently working on Corrective Action Plans (CAPs) from the 2012-2013 Fiscal Monitoring by MDE
- Developing and creating procedures and systems for special education purchasing/funds with the Business Office Manager/Staff
- Developing a "paper trail" system with Benjamin Bus Company
- Working on special transportation requests, etc.
- Working on establishing programming for our off-site students at SW Metro Cooperative
- Finalizing on hiring paraprofessionals for our district
- Working on a process and procedures for our homeless population
- Met with our non-public school administration on specialized service
- Meeting with our EL staff on programming and services
- Meeting/Training with teachers and paraprofessionals during workshop week
- Reviewing district intervention process and meeting with school psychologists
- Meeting with ECSE and ECFE and plan on working with MDE on our early childhood programming for all students

**EXTRACT OF MINUTES OF MEETING  
OF SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT NO. \_\_\_\_\_,  
\_\_\_\_\_, MINNESOTA**

Pursuant to due call and notice thereof, a meeting of the School Board of Independent School District No. \_\_\_\_\_, \_\_\_\_\_, Minnesota, was held on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, at \_\_\_\_\_ p.m.

The following Board members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION APPROVING REVISED JOINT POWERS AGREEMENT**

**WHEREAS**, through a joint powers agreement entered into on May 12, 1997 by the Participating Independent Districts and the Minnesota River Valley Special Education Cooperative (MRVSEC), the River Valley Education Center (RVEC) was established and a special services facility was constructed in Jordan to be used by MRVSEC to provide special services to the Participating Independent Districts; and

**WHEREAS**, subsequently, the programs provided by MRVSEC and the programs provided by the Carver-Scott Educational Cooperative (CSEC) were blended to improve options for students and to reduce taxpayer costs; and

**WHEREAS**, a new Joint Powers Cooperative (SWMetro) has been established to operate the programs formerly provided by MRVSEC and CSEC; and

**WHEREAS**, upon SWMetro assuming all assets and liabilities of MRVSEC and CSEC, MRVSEC and CSEC shall be dissolved; and

**WHEREAS**, one of the original Participating Independent Districts, Independent School District No. 394 (Montgomery), was subsequently renamed Montgomery-Lonsdale; and

**WHEREAS**, Montgomery-Lonsdale merged with LeCenter on July 1, 2012, to form Tri-City United; and

**WHEREAS**, the Collaborating Districts now desire to revise and amend the original Joint Powers Agreement that established the River Valley Education Center for the purpose of continuing the collaborative services available through this facility through relationship with SWMetro pursuant to the terms and conditions described below.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. \_\_\_\_\_ , as follows:

1. That the attached Joint Powers Agreement be and hereby is approved as revised;
2. That the Chairman and Clerk are hereby authorized to execute and deliver the attached Joint Powers Agreement; and
3. That in the event that less than all of the Collaborating Districts (as the term is defined in the attached Joint Powers Agreement) approve the revisions to the Joint Powers Agreement, this Resolution shall be void and have no force or effect.

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.

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, being the fully qualified and acting Clerk of Independent School District No. \_\_\_\_\_, hereby certify that the attached and foregoing is a full, true and correct transcript of the minutes of a meeting of the School Board of Independent School District No. \_\_\_\_\_ duly called and held on the date therein indicated, so far as such minutes relate to a Resolution Approving Joint Powers Agreement, and that said resolution included therein is a full, true and correct copy of the original thereof.

WITNESS MY HAND officially as such Clerk this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

By:  
Clerk of the School Board  
Independent School District No. \_\_\_\_\_

# **SOUTHWEST METRO EDUCATIONAL COOPERATIVE**

## **River Valley Education Center**

### **JOINT POWERS AGREEMENT**

This Agreement is made and entered into this 1st day of August, 2013, by and among Independent School District No. 2905 (Tri-City United), Independent School District No. 716 (Belle Plaine), Independent School District No. 717 (Jordan), Independent School District No. 719 (Prior Lake-Savage), Independent School District No. 720 (Shakopee), Independent School District No. 721 (New Prague), and the SouthWest Metro Educational Cooperative (hereinafter referred to as the "SWMetro"), all being school districts and governmental units of the State of Minnesota. Each of the six independent school districts shall hereinafter be referred to as a "Participating Independent District" or the six jointly as the "Participating Independent Districts." The Participating Independent Districts and the SWMetro shall hereinafter be referred to as the "Collaborating Districts."

### **RECITALS:**

**WHEREAS**, through a joint powers agreement entered into on May 12, 1997 by the Participating Independent Districts and the Minnesota River Valley Special Education Cooperative (MRVSEC), the River Valley Education Center (RVEC) was established and a special services facility was constructed in Jordan to be used by MRVSEC to provide special services to the Participating Independent Districts; and

**WHEREAS**, subsequently, the programs provided by MRVSEC and the programs provided by the Carver-Scott Educational Cooperative (CSEC) were

blended to improve options for students and to reduce taxpayer costs; and

**WHEREAS**, a new Joint Powers Cooperative (SWMetro) has been established to operate the programs formerly provided by MRVSEC and CSEC; and

**WHEREAS**, upon SWMetro assuming all assets and liabilities of MRVSEC and CSEC, MRVSEC and CSEC shall be dissolved; and

**WHEREAS**, one of the original Participating Independent Districts, Independent School District No. 394 (Montgomery), was subsequently renamed Montgomery-Lonsdale; and

**WHEREAS**, Montgomery-Lonsdale merged with LeCenter on July 1, 2012, to form Tri-City United; and

**WHEREAS**, the Collaborating Districts now desire to revise and amend the original Joint Powers Agreement that established the River Valley Education Center for the purpose of continuing the collaborative services available through this facility through relationship with SWMetro pursuant to the terms and conditions described below.

**NOW, THEREFORE**, in consideration of the promises and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## **ARTICLE I**

### **AUTHORITY; PURPOSE; DUTIES.**

**Section 1. AUTHORITY.** This Agreement is entered into by the Collaborating Districts pursuant to Minnesota Statutes § 471.59.

Section 2. PURPOSE. The purpose of this Agreement is to provide a framework for the ownership and governance of a special services facility to be used by SWMetro to provide special and other educational services to the Participating Independent Districts and other Public School Districts. The facility is located in the City of Jordan, Minnesota, and hereinafter to be referred to as the "River Valley Education Center (RVEC)."

Section 3. DUTIES OF SWMETRO. SWMetro shall have the ultimate responsibility for the staffing, scheduling, operation, management, control, administration, and promotion of the RVEC.

## **ARTICLE II**

### **GOVERNING BOARD.**

Section 1. CREATION; POWERS. SWMetro was created pursuant to a Joint Powers Agreement dated July 1, 2013. Six of the ten original member districts of the SWMetro are the Participating Independent Districts in this Agreement. The control and management of SWMetro is vested in a Governing Board established pursuant to Article II of said Agreement. Said Governing Board shall have such additional powers as specified in this Agreement, including all powers necessary to provide recommendations on issues relating to the operation and governance of the RVEC.

## **ARTICLE III**

### **USE OF SITE**

Section 1. ACQUISITION AND USE.

**Subd. 1. Acquisition of Building Site.** Jordan conveyed to MRVSEC land located on the existing Jordan Public School site to be used as the RVEC site. The land was conveyed from Jordan to the MRVSEC for \$1.00 and other good and

valuable consideration herein contained. MRVSEC shall convey ownership of the land to SWMetro for good and valuable consideration to be established by the MRVSEC and SWMetro Governing Boards.

**Subd. 2. Grounds.**

- (a) Jordan shall, at its expense, provide usual and customary lawn mowing of the RVEC site.
- (b) Jordan shall provide snow removal for said parking lot and any sidewalks located on the RVEC site. The SWMetro will reimburse Jordan for one-half of the costs attributable to said snow removal.

**Subd. 3. Parking Lot and Sidewalks.**

- (a) Jordan will allow the SWMetro to use its existing parking lot for SWMetro's overflow parking.
- (b) A parking lot was constructed on the site conveyed by Jordan to MRVSEC and Jordan will be allowed to continue to use said parking lot for athletic activity parking so long as its use does not interfere with the SWMetro's usage.
- (c) Jordan agrees to maintain its parking lot in reasonable repair.
- (d) SWMetro agrees to maintain its parking lot in reasonable repair.
- (e) SWMetro will charge back to Jordan one-half of the operating costs attributable to its maintenance of its parking lot, including seal coating, striping, crack filling and similar maintenance, but excluding resurfacing or reconstruction which shall be treated as continuing capital costs.

**Subd. 4. Use of Facilities.** SWMetro will have adequate use of the Jordan Public

School site outdoor facilities without charge. Jordan will have use of the enlarged gymnasium without charge after 3:00 p.m. on weekdays and all day on weekends. Other use prior to 3:00 p.m. on weekdays during vacations and other periods of the year when school is not in session at the RVEC may be approved by the SWMetro and the approval shall include additional allocations of utility costs. SWMetro and Jordan will coordinate the scheduling of the use of the respective facilities.

## Section 2. GYMNASIUM CONSTRUCTION AND USE.

**Subd. 1. Enlarged Gymnasium.** The RVEC will includes an enlarged gymnasium pursuant to specifications for said enlargement approved by Jordan. The agreed upon additional cost of the enlarged gymnasium was \$336,000. Jordan's contribution for the cost of the enlarged gymnasium was \$121,000.00, not including equipment. The amount of \$215,000 was financed to pay the contribution of the remaining Participating Independent Districts for the cost of the enlarged gymnasium.

**Subd. 2. Utility Costs.** SWMetro will be responsible for utility costs for the RVEC, subject to a percentage contribution by Jordan for its use of the enlarged gymnasium. Jordan, as and for its contribution to costs arising out of its use, shall contribute to SWMetro 66.667% of total gas and electric costs for the enlarged gymnasium portion of the RVEC, as calculated by the providing utility.

## **ARTICLE IV**

### **FOOD SERVICES.**

**Section 1. FOOD SERVICES.** Jordan will provide food services for staff and students of SWMetro to a maximum service for 100 persons. Additional services will be provided upon

mutual agreement by Jordan and SWMetro. Said food services will be commensurate with food services provided by Jordan for its staff and students.

Section 2. REIMBURSEMENT. SWMetro will reimburse Jordan for food services provided, commensurate with the charges established by Jordan for the provision of food services to its staff and students, along with a reasonable additional charge for packaging and delivery.

## **ARTICLE V**

### **OPTION TO PURCHASE; SALE.**

#### **Section 1. OPTION TO PURCHASE.**

a) Option to Purchase

(1) SWMetro hereby grants to Jordan an option to purchase the RVEC and site if SWMetro elects to sell the RVEC and site. In this event, written notice shall be provided to Jordan by SWMetro. Jordan shall have sixty (60) days to provide in writing its intention to purchase the RVEC and site. Jordan shall pay SWMetro the amount of \$1.00 for the site, plus an amount equal to the fair market value of the RVEC (excluding the value of the site), less applicable credits or reductions set forth below.

(2) SWMetro and Jordan may mutually agree upon an appraiser to determine the fair market value of the RVEC (excluding the value of the site). If they have not mutually agreed upon an appraiser within fifteen (15) days following written notice of election to purchase by Jordan, each shall within thirty (30) days thereafter obtain its own appraisal. If SWMetro and Jordan have been unable to reach agreement on the fair market value of said property within sixty (60)

days following written notice of election to purchase by Jordan, they mutually agree that either may submit the issue to binding arbitration pursuant to the then existing rules of the American Arbitration Association. The issue to be submitted to the arbitrator will be a determination of the fair market value of the RVEC (excluding the value of the site). Subject to appeal rights under the Minnesota Arbitration Act, the decision of the arbitrator shall be final and binding upon both parties.

- (3) The amount to be paid by Jordan to SWMetro shall be reduced by the following amounts: (i) \$121,000 to reflect Jordan's initial contribution to the enlarged gymnasium improvement on the site; and (ii) an amount not to exceed \$26,000 to reflect Jordan's actual contribution for equipment initially installed as part of the RVEC.
- (4) From the amount received from Jordan, SWMetro shall pay the Participating Independent Districts, other than Jordan, the amount of \$215,000. The amount paid to each Participating Independent District other than Jordan shall be the total times the percentage determined by dividing the total amount levied by that Participating Independent District by the total amount of all levies certified by all the Participating Independent Districts other than Jordan.
- (5) In the event the fair market value of the RVEC (excluding the value of the site) is not sufficient to make the full \$362,000 of reductions or payments in subparagraphs (3) and (4) above, the amounts of those reductions or payments shall be prorated proportionately.

Section 2. SALE TO THIRD PARTY OTHER THAN JORDAN. If SWMetro sells the

RVEC and site to a third party other than Jordan, SWMetro shall pay to Jordan from the net proceeds of the sale the following amounts: (i) \$121,000 to reflect Jordan's initial contribution to the enlarged gymnasium improvement on the site; (ii) an amount not to exceed \$26,000 to reflect Jordan's actual contribution for equipment initially installed as part of the RVEC; and (iii) \$40,000 to reflect the agreed upon value of the land originally conveyed by Jordan to the MRVSEC for the site of the RVEC. SWMetro shall also pay the Participating Independent Districts, other than Jordan, the amount of \$215,000 less any amounts of the original \$215,000 financed to pay a portion of the costs of the enlarged gymnasium that are paid by SWMetro as part of the Termination Value. The amount paid to each Participating Independent District other than Jordan shall be the total times the percentage determined by dividing the total amount levied by that Participating Independent District by the total amount of all levies certified by all the Participating Independent Districts other than Jordan. In the event the net proceeds of the sale of the RVEC and site are not sufficient to make the full \$402,000 of payments to Jordan and the other Participating Independent Districts, the amounts of those payments shall be prorated proportionately. As used in this section, the term "net proceeds" is defined as the amount received from the sale, less any costs or expenses of the sale.

## **ARTICLE VI**

### **FINANCES.**

Section 1. DISSOLUTION The Collaborating Districts recognize that the RVEC was paid for by the Participating Independent Districts through levies and other fund sources. Thus, if the title to the RVEC were to vest in SWMetro and if SWMetro were thereafter to dissolve and its assets were to be divided among its member school districts, it is the intent

of this subdivision that the real property at the RVEC or the proceeds of its sale, if applicable, would be divided between the six Participating Independent Districts Independent Districts based on the ratio of the leasing levies paid by each Participating Independent District to the total paid by all the Participating Independent Districts. This requirement shall survive the withdrawal of any Collaborating District from or the termination of this Agreement.

Section 2. INSURANCE.

**Subd. 1. Property Insurance.** SWMetro will maintain at its expense property insurance on the RVEC and its personal property. Jordan will maintain at its expense property insurance for its personal property used or stored at the Special Services Facility or on the site.

**Subd. 2. Liability Insurance.** SWMetro and Jordan shall each maintain liability insurance in not less than the statutory maximum liabilities for school districts. Each party will name the other as an additional named insured.

**ARTICLE VII**

**CONTRACTS AND BIDDING; PURCHASES.**

Section 1. CONTRACTS; BIDDING. Contracts for the acquisition and betterment of the RVEC and leases, purchases, rentals and sales of equipment and supplies for the RVEC shall be made by the SWMetro in accordance with the Agreement and By-Laws of SWMetro.

## ARTICLE VIII

NOTICES; WITHDRAWAL;

TERMINATION; BREACH; AMENDMENTS.

Section 1. NOTICES. All notices required or permitted to be given by a Collaborating District shall be given by the clerk of its school Board. The notice shall be in writing and shall be sent by first class mail to the school Board of a Collaborating District at its administrative offices. A notice shall be timely if postmarked on the day it is due. In the case of a notice requiring school board action, a certified copy of the resolution, motion or minutes of the school board specifying the school Board action shall be sent with the notice.

Section 2. WITHDRAWAL OF PARTICIPATING INDEPENDENT DISTRICTS.

**Subd. 1. Procedure.** Any Participating Independent District may withdraw from this Agreement by resolution adopted by a majority vote of the full membership of its school Board and by formal written notice to the school Board of each other Participating Independent District and to the Executive Director of SWMetro. The notice shall include a certified copy of the adopted withdrawal resolution. A withdrawal shall only be permitted as specified in this section. A Participating District may withdraw at the end of any fiscal year, provided that it give notice of withdrawal as set forth above no less than six (6) months prior to the effective date of withdrawal.

**Subd. 2. Distribution to Withdrawing Participating Independent District.** A withdrawing Participating Independent District shall receive as its share of the assets related to the RVEC the total of the principal portion only of its

payments made toward the initial purchase of the building. The Participating Independent District shall receive its share based upon the above formula in five (5) equal annual installments without interest. The first payment shall be made no earlier than December 1 of the calendar year following withdrawal.

Section 3. BREACH OF AGREEMENT. Any Collaborating District breaching this Agreement and given written notice of the breach and the nature thereof shall have thirty (30) days in which to cure the breach. The breaching Collaborating District shall be liable for any expenses incurred by any other Collaborating District to enforce the provisions of this Agreement and any damages incurred by other Collaborating Districts as a result of the breach.

Section 4. TERMINATION. This Agreement may be terminated if the school Boards of all Collaborating Districts adopt written resolutions approving such termination. Upon termination, all funds and property remaining after payment of all outstanding debts and obligations, including the RVEC site, the RVEC, and equipment of any nature, shall become the property of the SWMetro. To the extent permitted by law, the termination shall not affect the continuing liability of present or former Collaborating Districts for indebtedness incurred prior to the termination, or for other continuing obligations, including unemployment compensation or reemployment insurance.

Section 5. AMENDMENTS TO THIS AGREEMENT. Amendments to this Agreement may be proposed by the school board of any Participating Independent District or by the Governing Board of SWMetro. Notice of proposed amendments shall be sent to all Collaborating Districts. Adoption of an amendment to this Agreement must be approved by resolution by the school board of each Collaborating District before it shall become

effective. An amendment shall require the signatures of the proper officers of the Collaborating Districts and shall be an addendum to this Agreement.

## **ARTICLE IX**

### **DURATION; INTERPRETATION; SAVINGS CLAUSE.**

Section 1. DURATION. This Agreement shall be perpetual in duration unless terminated pursuant to the provisions hereto, any amendments hereto, or any state law terminating the Agreement.

Section 2. INTERPRETATION. The captions of the provisions of this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

Section 3. SAVINGS CLAUSE. Should any provision or article of this Agreement be found unlawful, the other provisions of this Agreement shall remain in full force and effect if by doing so the purposes of this Agreement, taken as a whole, can be made operative. Should any such provision or article be found unlawful, representatives of the school Boards of the Collaborating Districts shall meet for the purpose of arriving at an agreement on a lawful provision to replace the unlawful provision or article. The newly agreed upon provision or amendment must be approved by the school Boards of the Collaborating Districts by resolutions adopted in the manner specified in this Agreement for the adoption of amendments.

Section 4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute the same and whole instrument.

**IN WITNESS WHEREOF,** the officers indicated below of the Collaborating Districts have signed this Agreement by authority of their respective school boards.

Approved at a meeting of the School Board thereof held on the \_\_\_ day of \_\_\_\_\_, 2013.

**INDEPENDENT SCHOOL DISTRICT NO. 2905 (TRI-CITY UNITED)**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

Approved at a meeting of the School Board thereof held on the \_\_\_ day of \_\_\_\_\_, 2013.

**INDEPENDENT SCHOOL DISTRICT NO. 716 (Belle Plaine)**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

Approved at a meeting of the School Board thereof held on the \_\_\_ day of \_\_\_\_\_, 2013.

**INDEPENDENT SCHOOL DISTRICT NO. 717 (Jordan)**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

Approved at a meeting of the School Board thereof held on the \_\_\_ day of \_\_\_\_\_, 2013.

**INDEPENDENT SCHOOL DISTRICT NO. 719 (Prior Lake-Savage)**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

Approved at a meeting  
of the School Board  
thereof held on the  
\_\_\_ day of \_\_\_\_\_, 2013.

**INDEPENDENT SCHOOL DISTRICT NO. 720  
(Shakopee)**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

Approved at a meeting  
of the School Board  
thereof held on the  
\_\_\_ day of \_\_\_\_\_, 2013.

**INDEPENDENT SCHOOL DISTRICT NO. 721  
(New Prague)**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

Approved at a meeting  
of the School Board  
thereof held on the  
\_\_\_ day of \_\_\_\_\_, 2013.

**SOUTHWEST Metro Educational Cooperative  
(SWMetro)**

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

May 6, 1997

**JOINT POWERS AGREEMENT**

THIS AGREEMENT is made and entered into this 12th day of May, 1997, by, between and among Independent School District No. 394 (Montgomery), Independent School District No. 716 (Belle Plain), Independent School District No. 717 (Jordan), Independent School District No. 719 (Prior Lake), Independent School District No. 720 (Shakopee), Independent School District No. 721 (New Prague), and the Minnesota River Valley Special Education Cooperative (hereinafter referred to as the "MRVSEC"), all being school districts and governmental units of the State of Minnesota. Each of the six independent school districts shall hereinafter be referred to as a "Participating Independent District" or the six jointly as the "Participating Independent Districts." The Participating Independent Districts and the MRVSEC shall hereinafter be referred to as the "Collaborating Districts."

NOW, THEREFORE, in consideration of the mutual promises, covenants and consideration herein contained, the Collaborating Districts agree as follows:

ARTICLE I

AUTHORITY; PURPOSE; DUES.

Section 1. AUTHORITY. This Agreement is entered into by the Collaborating Districts pursuant to Minnesota Statutes, Section 471.59.

Section 2. PURPOSE. The purpose of this Agreement is to provide a framework to finance the acquisition of real property and construction of a special services facility to be used by the MRVSEC to provide special services to the Participating Independent Districts, to be located in the City of Jordan, Minnesota, and hereinafter to be referred to as the "Special Services Facility."

Section 3. DUIIES OF THE COLLABORATING DISTRICTS.

Subd. 1. MRVSEC. The MRVSEC shall have the ultimate responsibility for the planning, financing, development, design, construction, staffing, scheduling, operation, management, control, administration, and promotion of the Special Services Facility; provided that Jordan must approve the exterior design plan for the Special Services Facility.

Subd. 2. Mainstreaming. The MRVSEC students may be mainstreamed into Participating Independent District No. 717 (hereinafter "Jordan") classes and programs under such terms and conditions as may be mutually agreed upon between the MRVSEC and Jordan.

ARTICLE II

GOVERNING BOARD.

Section 1. CREATION; POWERS. The MRVSEC was created pursuant to an Agreement and By-Laws of the MRVSEC dated March 1, 1974. The member districts of the MRVSEC are the Participating Independent Districts in this Agreement. The control and management of the MRVSEC is vested in a Governing Board established pursuant to Article II of said Agreement. Said Governing Board shall have such additional powers as specified in this Agreement, including all powers necessary to provide recommendations on issues relating to the establishment, operation and governance of the Special Services Facility.

ARTICLE III

ACOUISITION AND FUNDING FOR S11E; USE; ENLARGED GYMNASIUM

Section 1. ACQUISITION OF AND PAYMENT FOR SITE • GROUNDS.

PARKING LOTS AND SIDEWALKS; USE.

**Subd. 1. Building Site.** Jordan shall convey to the MRVSEC land located on the existing Jordan Public School site to be used as the Special Services Facility site. A site drawing and legal description are attached hereto as Exhibit A and incorporated herein by reference. The parties agree that the land shall be conveyed from Jordan to the MRVSEC for \$1.00 and other good and valuable consideration herein contained.

**Subd. 2. Grounds.** Jordan shall, at its expense, provide usual and customary lawn mowing of the Special Services Facility site.

**Subd. 3. Parking Lot and Sidewalks.**

- (a) Jordan will allow the MRVSEC to use its existing gravel parking lot for the MRVSEC's overflow parking.
- (b) The MRVSEC will construct a bituminous parking lot on the site conveyed by Jordan to the MRVSEC and Jordan will be allowed to use said bituminous parking lot for athletic activity parking so long as its use does not interfere with the MRVSEC's usage.
- (c) Jordan agrees to maintain its gravel parking lot in reasonable repair.
- (d) The MRVSEC agrees to maintain its bituminous parking lot in reasonable repair.
- (e) The MRVSEC will charge back to Jordan one-half ( $\frac{1}{2}$ ) of the operating costs attributable to its maintenance of its bituminous parking lot, including seal coating, striping, crack filling and similar maintenance, but excluding resurfacing or reconstruction which shall be treated as continuing capital costs. The MRVSEC's share of maintenance costs under this paragraph shall

be operating costs to be allocated between the Participating Independent Districts in the manner set forth in Article VI

- (f) Jordan shall provide snow removal for said bituminous parking lot to be constructed by the MRVSEC and any sidewalks located on the Special Services Facility site. The MRVSEC will reimburse Jordan for one-half ('A) of the costs attributable to said snow removal. The MRVSEC' s share of costs under this paragraph shall be operating costs to be allocated between the Participating Independent Districts in the manner set forth in Article VI.

Subd. 4. Use of Facilities. The MRVSEC will have adequate use of the Jordan Public School site outdoor facilities without charge. Jordan will have use of the enlarged gymnasium without charge after 3:00 p.m. on weekdays and all day on weekends. Other use prior to 3:00 p.m. on weekdays during vacations and other periods of the year when school is not in session at the Special Services Facility may be approved by the MRVSEC and the approval shall include additional allocations of utility costs. The MRVSEC and Jordan will coordinate the scheduling of the use of the respective facilities.

**Section 2. GYMNASIUM CONSTRUCTION AND USE.**

**Subd. 1. Enlarged Gymnasium.** The Special Services Facility will include an enlarged gymnasium pursuant to specifications for said enlargement to be approved by Jordan. The agreed upon additional cost of the enlarged gymnasium is \$336,000. Jordan's contribution for the cost of the enlarged gymnasium shall be \$121,000.00, not including equipment. The amount of \$215,000 will be financed to pay the contribution of the remaining Participating Independent Districts for the cost of the enlarged gymnasium and the

Participating Independent Districts other than Jordan will levy to repay the principal and interest on those costs pursuant to Article VI, Section 1, Subd. 1.

Subd. 2. Utility Costs. The MRVSEC will be responsible for utility costs for the Special Services Facility, subject to a percentage contribution by Jordan for its use of the enlarged gymnasium. Jordan, as and for its contribution to costs arising out of its use, shall contribute to the MRVSEC 66 $\frac{2}{3}$ % of total gas and electric costs for the enlarged gymnasium portion of the Special Services Facility, as calculated by the providing utility, and such other amounts as approved under Article III, Section 1, Subd. 4. The balance of utility costs for the Special Services Facility shall be allocated between all the Participating Independent Districts as operating costs in the manner set forth in Article VI.

#### ARTICLE IV

##### FOOD SERVICES.

Section 1. FOOD SERVICES. Jordan will provide food services for staff and students of the MRVSEC to a maximum service for 100 persons. Additional services will be provided upon mutual agreement by Jordan and the MRVSEC. Said food services will be commensurate with food services provided by Jordan for its staff and students.

Section 2. REIMBURSEMENT. The MRVSEC will reimburse Jordan for food services provided, commensurate with the charges established by Jordan for the provision of food services to its staff and students, along with a reasonable additional charge for packaging and delivery to the Special Services Facility. Charges for food services shall be operating costs to be allocated between all the Participating Independent Districts in the manner set forth in Article VI.

ARTICLE V

OPTION TO PURCHASE; SALE.

Section 1. OPTION TO PURCHASE.

(a) Rights Subordinate to Lease Agreement. It is mutually agreed and understood that the Special Services Facility and site is contemplated to be acquired and improved pursuant to a Lease Agreement with Norwest Investment Services, Inc. ("Norwest"). The rights of the parties, including Jordan's option to purchase during the term of said Lease Agreement, shall be subject to and subordinate to the rights of Norwest or its successor as Lessor thereunder. As used in this Article, the term "site" means the land originally conveyed by Jordan to the MRVSEC under Article II, Section 1. Subd. 1 hereof for the site of the Special Services Facility.

(b) Option to Purchase During Term of Lease Agreement. (1) The MRVSEC hereby grants to Jordan an option to purchase the Special Services Facility and site during the term of the Lease Agreement in the event of nonappropriation of funds for the Lease Agreement by the MRVSEC, in the event of the disposition of the Special Services Facility and site by Norwest or its successor after an event of default under the Lease Agreement by the MRVSEC, in the event of the dissolution of the MRVSEC, or if the MRVSEC elects to sell the Special Services Facility and site during the term of the Lease Agreement. In the event of the occurrence of one of the foregoing triggering events, written notice shall be provided to Jordan by the MRVSEC. Jordan shall have sixty (60) days to provide in writing its intention to purchase the Special Services Facility and site. As provided in the Lease Agreement, Jordan shall pay Norwest or its successor as Lessor the Termination Value, including any related fees and costs, as specified in Schedule 1 attached to the Lease Agreement. In addition, Jordan shall pay the MRVSEC an amount equal to the fair market

value of the Special Services Facility (excluding the value of the site), less the Termination Value assumed or paid by Jordan under the Lease Agreement, less applicable credits or reductions set forth below.

(2) The MRVSEC and Jordan may mutually agree upon an appraiser to determine the fair market value of the Special Services Facility (excluding the value of the site). If they have not mutually agreed upon an appraiser within fifteen (15) days following written notice of election to purchase by Jordan, each shall within thirty (30) days thereafter obtain its own appraisal. If the MRVSEC and Jordan have been unable to reach agreement on the fair market value of said property within sixty (60) days following written notice of election to purchase by Jordan, either may submit the issue to binding arbitration pursuant to the then existing rules of the American Arbitration Association. The issue to be submitted to the arbitrator will be a determination of the fair market value of the Special Services Facility (excluding the value of the site). Subject to appeal rights under the Minnesota Arbitration Act, the decision of the arbitrator shall be final and binding upon both parties.

(3) The amount to be paid by Jordan to the MRVSEC shall be reduced by the following amounts: (i) \$121,000 to reflect Jordan's initial contribution to the enlarged gymnasium improvement on the site; and (ii) an amount not to exceed \$26,000 to reflect Jordan's actual contribution for equipment initially installed as part of the Special Services Facility.

(4) From the amount received from Jordan, the MRVSEC shall pay the Participating Independent Districts, other than Jordan, the amount of \$215,000, less any amount of the original \$215,000 financed to pay a portion of the costs of the enlarged gymnasium that is assumed or paid by Jordan as part of the Termination Value. The amount paid to each Participating Independent District other than Jordan shall be the total times the percentage determined by dividing the total

amount levied by that Participating Independent District under Article VI, Section 1, Subd. 1 by the total amount of all levies certified by all the Participating Independent Districts other than Jordan under Article VI, Section 1, Subd. 1.

(5) In the event the Termination Value is equal to or greater than the fair market value of the Special Services Facility (excluding the value of the site), that amount shall be the purchase price and no amounts shall be reduced or paid under subparagraphs (3) and (4) above. In the event the fair market value of the Special Services Facility (excluding the value of the site) less the Termination Value assumed or paid by Jordan under the Lease Agreement is not sufficient to make the full \$362,000 of reductions or payments in subparagraphs (3) and (4) above, the amounts of those reductions or payments shall be prorated proportionately.

**(c) Option to Purchase After Payment of the Lease or Expiration of the Lease Agreement.** (1) The MRVSEC hereby grants to Jordan an option to purchase the Special Services Facility and site after full payment of the Lease or expiration of the Lease Agreement if the MRVSEC elects to sell the Special Services Facility and site. In this event, written notice shall be provided to Jordan by the MRVSEC. Jordan shall have sixty (60) days to provide in writing its intention to purchase the Special Services Facility and site. Jordan shall pay the MRVSEC the amount of \$1.00 for the site, plus an amount equal to the fair market value of the Special Services Facility (excluding the value of the site), less applicable credits or reductions set forth below.

(2) The MRVSEC and Jordan may mutually agree upon an appraiser to determine the fair market value of the Special Services Facility (excluding the value of the site). If they have not mutually agreed upon an appraiser within fifteen (15) days following written notice of election to purchase by Jordan, each shall within thirty (30) days thereafter obtain its own appraisal. If the

MRVSEC and Jordan have been unable to reach agreement on the fair market value of said property within sixty (60) days following written notice of election to purchase by Jordan, they mutually agree that either may submit the issue to binding arbitration pursuant to the then existing rules of the American Arbitration Association. The issue to be submitted to the arbitrator will be a determination of the fair market value of the Special Services Facility (excluding the value of the site). Subject to appeal rights under the Minnesota Arbitration Act, the decision of the arbitrator shall be final and binding upon both parties.

(3) The amount to be paid by Jordan to the MRVSEC shall be reduced by the following amounts: (i) \$121,000 to reflect Jordan's initial contribution to the enlarged gymnasium improvement on the site; and (ii) an amount not to exceed \$26,000 to reflect Jordan's actual contribution for equipment initially installed as part of the Special Services Facility.

(4) From the amount received from Jordan, the MRVSEC shall pay the Participating Independent Districts, other than Jordan, the amount of \$215,000. The amount paid to each Participating Independent District other than Jordan shall be the total times the percentage determined by dividing the total amount levied by that Participating Independent District under Article VI, Section 1, Subd. 1 by the total amount of all levies certified by all the Participating Independent Districts other than Jordan under Article VI, Section 1, Subd. 1.

(5) In the event the fair market value of the Special Services Facility (excluding the value of the site) is not sufficient to make the full \$362,000 of reductions or payments in subparagraphs (3) and (4) above, the amounts of those reductions or payments shall be prorated proportionately.

Section 2. SALE TO THIRD PARTY OTHER THAN JORDAN. If the MRVSEC sells the Special Services Facility and site to a third party other than Jordan, the MRVSEC shall pay to Jordan from the net proceeds of the sale the following amounts: (i) \$121,000 to reflect Jordan's initial contribution to the enlarged gymnasium improvement on the site; (ii) an amount not to exceed \$26,000 to reflect Jordan's actual contribution for equipment initially installed as part of the Special Services Facility; and (iii) \$40,000 to reflect the agreed upon value of the land originally conveyed by Jordan to the MRVSEC for the site of the Special Services Facility. The MRVSEC shall also pay the Participating Independent Districts, other than Jordan, the amount of \$215,000 less any amounts of the original \$215,000 financed to pay a portion of the costs of the enlarged gymnasium that are paid by the MRVSEC as part of the Termination Value. The amount paid to each Participating Independent District other than Jordan shall be the total times the percentage determined by dividing the total amount levied by that Participating Independent District under Article VI, Section 1, Subd. 1 by the total amount of all levies certified by all the Participating Independent Districts other than Jordan under Article VI, Section 1, Subd. 1. In the event the net proceeds of the sale of the Special Services Facility and site are not sufficient to make the full \$402,000 of payments to Jordan and the other Participating Independent Districts, the amounts of those payments shall be prorated proportionately. As used in this section, the term "net proceeds" is defined as the amount received from the sale, less any costs or expenses of the sale, less any Termination Value paid by the MRVSEC to Norwest under the Lease Agreement.

**ARTICLE VI**

**FINANCES.**

**Section 1. LEASING LEVY; TITLE; CONTINUING CAPITAL COSTS;  
OPERATING COSTS; INSURANCE.**

**Subd. 1. Portion of Leasing Levy Attributable to Contribution by the  
Participating Independent Districts Other Than Jordan to the Costs of the Enlarged  
Gymnasium.** The amount of the leasing levy attributable to the principal and interest on the \$215,000 financed to pay a portion of the costs of the enlarged gymnasium shall be divided among the Participating Independent Districts other than Jordan, as follows: Each of the following criteria shall be computed as a percentage for each such Participating Independent District:

- (a) The number of students in average daily membership in each Participating Independent District other than Jordan, as a percentage of the total number of students in average daily membership in all Participating Independent Districts other than Jordan;
- (b) The number of students in average daily membership participating in off-site programs in each Participating Independent District other than Jordan, as a percentage of total students in average daily membership participating in off-site programs in all Participating Independent Districts other than Jordan;
- (c) The use of all MRVSEC related services by each Participating Independent District other than Jordan, as a percentage of total MRVSEC related services provided to all Participating Independent Districts other than Jordan.

For each Participating Independent District other than Jordan, the percentage for each of the three criteria set forth above shall be averaged. The amount to be levied under this subdivision by each Participating Independent District other than Jordan will be its percentage average determined above times the total amount to be levied by all the Participating Independent Districts other than Jordan. The calculation in this subdivision shall be based on the number of students in average daily membership in each of the Participating Independent Districts in the prior school year and MRVSEC related services provided in the prior school year. Prior to September 15 of each year, the MRVSEC shall give written notice to each Participating Independent District other than Jordan of the amount of the leasing levy, calculated based on this formula, to be certified by that Participating Independent District under this subdivision in that year. This subdivision may be amended by resolutions adopted by the school boards of the Collaborating Districts if the amendment does not violate the provisions of any of the documents executed to provide the financing for the Special Services Facility. The remaining amount of the leasing levy shall be calculated pursuant to subdivision 2 of this section.

Subd. 2. Remaining Leasing Levy. The remaining leasing levy authorized for the lease of the Special Services Facility shall be divided among the Participating Independent Districts as follows: Each of the following criteria shall be computed as a percentage for each Participating Independent District:

- (a) The number of students in average daily membership in each Participating Independent District, as a percentage of the total number of students in average daily membership in all Participating Independent Districts;

- (b) The number of students in average daily membership participating in off-site programs in each Participating Independent District, as a percentage of total students in average daily membership participating in off-site programs in all Participating Independent Districts;
- (c) The use of all MRVSEC related services by each Participating Independent District, as a percentage of total MRVSEC related services provided to all Participating Independent Districts.

For each Participating Independent District, the percentage for each of the three criteria set forth above shall be averaged. The amount to be levied under this subdivision by each Participating Independent District will be its percentage average determined above times the total amount to be levied by all the Participating Independent Districts. The calculation in this subdivision shall be based on the number of students in average daily membership in each of the Participating Independent Districts in the prior school year and MRVSEC related services provided in the prior school year. Prior to September 15 of each year, the MRVSEC shall give written notice to each Participating Independent District of the amount of the leasing levy, calculated based on this formula, to be certified by that Participating Independent District under this subdivision in that year. Any annual payments made to a withdrawing member pursuant to Article V, Section 2 of this Agreement, shall be treated as additional rent, and shall be included as a part of the lease levy under this subdivision. This subdivision may be amended by resolutions adopted by the school boards of the Collaborating Districts if the amendment does not violate the provisions of any of the documents executed to provide the financing for the Special Services Facility. Unless this Agreement is amended to the contrary,

at the expiration of the lease and after the repayment of the financing, the title to the real and personal property financed shall vest in the MRVSEC.

Subd. 3. Excess Lease Costs. Lease payments pursuant to the lease of the Special Services Facility which are not eligible for the lease levy shall be paid by the Participating Districts in the same percentages as determined pursuant to the formula set forth in Article VI, Section 1, Subd. 2.

**Subd. 4. Continuing Capital Costs; Operating Costs.**

- (a) The Participating Independent Districts shall be apportioned operating costs pursuant to the formula as set forth in Article VI, Section 1, Subd. 2.
- (b) The Participating Independent Districts shall be apportioned continuing capital costs pursuant to the formula as set forth in Article VI, Section 1, Subd. 2.

**Subd. 5. Dissolution of the MRVSEC.** The Collaborating Districts recognize that the Special Services Facility will be paid for by the Participating Independent Districts through levies and other fund sources. Thus, if the title to the Special Services Facility were to vest in the MRVSEC and if the MRVSEC were thereafter to dissolve and its assets were to be divided among its member school districts, it is the intent of this subdivision that the real property at the Special Services Facility or the proceeds of its sale, if applicable, would be divided between the six Participating Independent Districts Independent Districts based on the ratio of the leasing levies paid by each Participating Independent District to the total paid by all the Participating Independent Districts. This requirement shall survive the withdrawal of any Collaborating District from or the termination of this Agreement.

Section 2. INSURANCE.

Subd. 1. Property Insurance. The MRVSEC will maintain at its expense property insurance on the Special Services Facility and its personal property, which will be an operating cost under this Article VI. Jordan will maintain at its expense property insurance for its personal property used or stored at the Special Services Facility or on the site.

**Subd. 2. Liability Insurance.** The MRVSEC and Jordan shall each maintain liability insurance in not less than the statutory maximum liabilities for school districts. Each party will name the other as an additional named insured.

**ARTICLE VII**

**FACILITIES EQUIPMENT AND SUPPLIES;  
CONTRACTS AND BIDDING; PURCHASES.**

**Section 1. CONTRACTS; BIDDING.** Contracts for the acquisition and betterment of; and leases, purchases, rentals and sales of equipment and supplies for the Special Services Facility shall be made by the MRVSEC in accordance with the Agreement and By-Laws of the MRVSEC.

**ARTICLE**

**NOTICES; WITHDRAWAL;  
TERMINATION; BREACH; AMENDMENTS.**

**Section 1. NOTICES.** All notices required or permitted to be given by a Collaborating District shall be given by the clerk of its school board. The notice shall be in writing and shall be sent by first class mail to the school board of a Collaborating District at its administrative offices. A notice shall be timely if postmarked on the day it is due. In the case of a notice requiring school board action, a certified copy of the resolution, motion or minutes of the school board specifying the school board action shall be sent with the notice.

**Section 2. WITHDRAWAL OF PARTICIPATING INDEPENDENT DISTRICTS.**

**Subd. 1. Procedure.** Any Participating Independent District may withdraw from this Agreement by resolution adopted by a majority vote of the full membership of its school board and by formal written notice to the school board of each other Participating Independent District and to the Director of the MRVSEC. The notice shall include a certified copy of the adopted withdrawal resolution. A withdrawal shall only be permitted as specified in this section.

**Subd. 2. First Period.** The first period of this Agreement shall be from April 1, 1997 to June 30, 1999. No withdrawal from this Agreement shall be permitted during the first period other than effective June 30, 1999. Notice of such withdrawal under this subdivision must be given no less than six (6) months prior to the effective date of withdrawal.

**Subd. 3. Second Period.** The second period of this Agreement shall be from July 1, 1999 to June 30, 2001. No withdrawal from this Agreement shall be permitted during the first period other than effective June 30, 2001. Notice of such withdrawal under this subdivision must be given no less than six (6) months prior to the effective date of withdrawal.

**Subd. 4. Subsequent Period.** **Subsequent to June 30, 2001,** a Participating District may withdraw during a subsequent period at the end of any fiscal year, provided that it give notice of withdrawal as set forth above no less than six (6) months prior to the effective date of withdrawal.

**Subd. 5. Distribution to Withdrawin Partici atin Inde endent District.**

A withdrawing Participating Independent District shall receive as its share of the assets related to the Special Services Facility the total of the principal portion only of its payments made pursuant to Article VI, Section 1, Subds. 1, 2 and 3 of this Agreement. If a Participating Independent District withdraws prior to payment of the indebtedness, the Participating Independent District shall receive its share based upon the above formula in five (5) equal annual installments without interest. The first payment shall be made no earlier than December 1 of the calendar year following withdrawal.

**Section 3. BREACH OF AGREEMENT.** Any Collaborating District breaching this Agreement and given written notice of the breach and the nature thereof shall have thirty (30) days in which to cure the breach. The breaching Collaborating District shall be liable for any expenses incurred by any other Collaborating District to enforce the provisions of this Agreement and any damages incurred by other Collaborating Districts as a result of the breach.

**Section 4. TERMINATION.** After the repayment in full of any obligations issued to finance, or to refund the financing of, the acquisition and betterment of the Special Services Facility and site, this Agreement may be terminated if the school boards of all Collaborating Districts adopt written resolutions approving such termination. Upon termination, all funds and property remaining after payment of all outstanding debts and obligations, including the Special Services Facility site, the Special Services Facility, and equipment of any nature, shall become the property of the MRVSEC. To the extent permitted by law, the termination shall not affect the continuing liability of present or former Collaborating Districts for indebtedness incurred prior to the termination, or for other continuing obligations, including unemployment compensation or reemployment insurance.

Section 5. AMENDMENTS TO THIS AGREEMENT. Amendments to this Agreement may be proposed by the school board of any Participating Independent District or by the Governing Board of the MRVSEC. Notice of proposed amendments shall be sent to all Collaborating Districts. Adoption of an amendment to this Agreement must be approved by resolution by the school board of each Collaborating District before it shall become effective. An amendment shall require the signatures of the proper officers of the Collaborating Districts and shall be an addendum to this Agreement.

## ARTICLE IX

### DURATION; INTERPRETATION; SAVINGS CLAUSE.

Section 1. DURATION. This Agreement shall be perpetual in duration unless terminated pursuant to the provisions hereto, any amendments hereto, or any state law terminating the Agreement.

Section 2. INTERPRETATION. The captions of the provisions of this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

Section 3. SAVINGS CLAUSE. Should any provision or article of this Agreement be found unlawful, the other provisions of this Agreement shall remain in full force and effect if by doing so the purposes of this Agreement, taken as a whole, can be made operative. Should any such provision or article be found unlawful, representatives of the school boards of the Collaborating Districts shall meet for the purpose of arriving at an agreement on a lawful provision to replace the unlawful provision or article. The newly agreed upon provision or amendment must be approved by

EXHIBIT A

SITE DRAWING AND LEGAL DESCRIPTION

the school boards of the Collaborating Districts by resolutions adopted in the manner specified in Article VIII, Section 5 hereof for the adoption of amendments.

Section 4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute the same and whole instrument.

IN WITNESS WHEREOF, the officers indicated below of the Collaborating Districts have signed this Agreement by authority of their respective school boards.

Approved at the regular meeting  
of the School Board thereof held  
on the \_\_\_\_\_ day of  
\_\_\_\_\_, 1997.

INDEPENDENT SCHOOL DISTRICT NO. 394  
(MONTGOMERY)

By [Signature]  
Chair

By [Signature]  
Clerk

Approved at the regular meeting  
of the School Board thereof  
held on the \_\_\_\_\_ day of  
\_\_\_\_\_, 1997.

INDEPENDENT SCHOOL DISTRICT NO. 716  
(BELLEVILLE PLAIN)

By [Signature]  
Chair

By [Signature]  
Clerk

Approved at the regular meeting  
of the School Board thereof  
held on the \_\_\_\_\_ day of  
\_\_\_\_\_, 1997.


INDEPENDENT SCHOOL DISTRICT NO. 717  
(JORDAN)


By [Signature]  
Chair

By [Signature]  
Clerk

Approved at the regular meeting  
of the School Board thereof  
held on the 12th day of  
May, 1997.

INDEPENDENT SCHOOL DISTRICT NO. 719  
(PRIOR )

By   
Chair

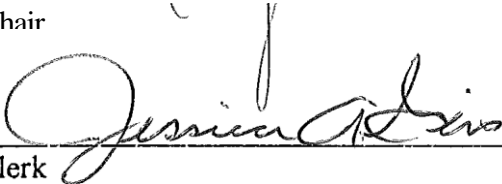
By   
Clerk

Approved at the regular meeting  
of the School Board thereof  
held on the \_\_\_\_\_ day of  
1997.

INDEPENDENT SCHOOL DISTRICT NO. 720  
(SHAKOPEE)

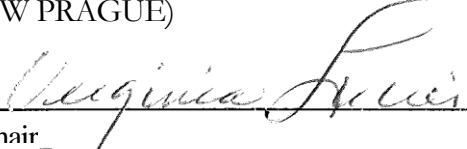
By \_\_\_\_\_ Ct(Ati 41/i) <LO,,

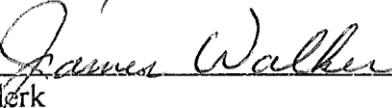
Chair

By   
Clerk

Approved at the regular meeting  
of the School Board thereof held  
on the 1<sup>st</sup> day of  
April, 1997.

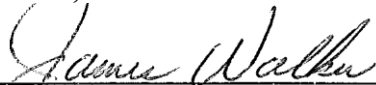
INDEPENDENT SCHOOL DISTRICT NO. 721  
(NEW PRAGUE)

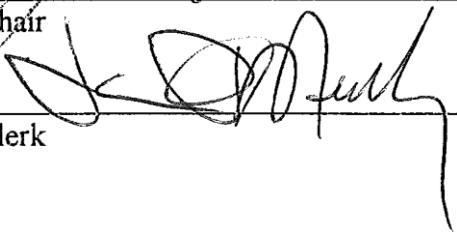
By   
Chair

By   
Clerk

Approved at the regular meeting  
of the Governing Board thereof  
held on the 1<sup>st</sup> day of  
April, 1997.

MINNESOTA RIVER VALLEY  
SPECIAb, EDUCATION COOPERATIVE

By   
Chair

By   
Clerk

# SouthWest Metro Tour of Facilities



Please join us on our  
3<sup>rd</sup> Annual Bus Tour

September 26<sup>th</sup>

9:30AM – 12:00PM

Our tour begins at our Valley Green District Office building located at: 792 Canterbury Road South, Shakopee. Please park in the visitor parking area and join us in the SWMetro Board Room to begin the Tour. This is a great opportunity to visit our facilities and learn about our programs.

The Tour will end back at Valley Green where lunch will be served.

This Tour is open to all member district Board Members, Superintendents, and Other Local District Administrators.

To register, please call/e-mail Joy Whitehead, 952-567-8228, [jwhitehead@swmetro.k12.mn.us](mailto:jwhitehead@swmetro.k12.mn.us).

**Jordan Public Schools  
Overview of State Testing Results  
2012-2013 Academic Year**

**Math Proficiency Results on all State Assessments:**

Academic Year	Jordan Schools	State Average
2009-2010	62.7%	64.7%
2010-2011	56.6%	56.0%
2011-2012	70.6%	61.3%
2012-2013	66.6%	60.2%

In academic year 2010-2011, the newest MCAIII Math Assessments were implemented for grades 3-8. The result state-wide was an 8.7% decline in the state average. In academic year 2011-2012, all students were allowed three opportunities to test on the MCA assessments, with two week remediation sessions between sessions. A significant increase in the state average resulted. In academic year 2012-2013, due to the Minnesota NCLB waiver, all students were allowed one opportunity on the MCAs. A slight decrease in the state average resulted.

**Reading Proficiency Results on all State Assessments:**

Academic Year	Jordan Schools	State Average
2009-2010	75.3%	72.4%
2010-2011	77.5%	74.0%
2011-2012	82.9%	75.3%
2012-2013	64.2%	57.6%

In academic year 2012-2013, the newest MCAIII Reading Assessments were implemented for Grades 3-8 and 10. The result state-wide was a 17.7% decline in the state average.

**Science Proficiency Results on all State Assessments:**

Academic Year	Jordan Schools	State Average
2009-2010	49.2%	48.8%
2010-2011	53.1%	48.4%
2011-2012	60.2%	50.8%
2012-2013	60.5%	52.4%

In academic year 2011-2012, the newest MCAIII Science Assessments were implemented for Grades 3-8 and 10. The result state-wide was a 1.6% increase in the state average. The biggest change in standards was the addition of an "Engineering Strand".

**Conference Trend Comparison  
All State Accountability Tests  
(includes SpEd, MCAII and MCAIII)**

**Math Assessments:**

2009-2010	2010-2011	2011-2012	2012-2013
WM (74.6%) NYA (70.4%) MONTY (65.6%) SE (65.0%) MN (64.7%) BP (63.2%) JOR (62.7%) LSH (58.4%)	WM (69.2%) NYA (59.2%) SE (60.1%) JOR (56.6%) MN (56.0%) MONTY (55.0%) BP (54.3%) LSH (46.9%)	WM (73.0%) JOR (70.6%) NYA (67.8%) BP (65.1%) MN (61.3%) MONTY (58.4%) SE (54.1%) LSH (52.1%)	WM (69.9%) JOR (66.6%) NYA (65.1%) MN (60.2%) BP (59.4%) TRI (59.3%) SE (48.2%) LSH (44.2%)

**Reading Assessments:**

2009-2010	2010-2011	2011-2012	2012-2013
JOR (75.3%) SE (74.8%) WM (74.7%) BP (74.3%) MONTY (74.0%) NYA (73.3%) LSH (73.3%) MN (72.4%)	SE (80.0%) WM (78.4%) JOR (77.5) NYA (74.6%) MN (74.0%) BP (73.4%) LSH (71.0%) MONTY (70.6%)	JOR (82.9%) WM (78.9%) SE (78.8%) BP (76.8%) MN (75.3%) NYA (74.6%) MONTY (73.5%) LSH (68.9%)	JOR (64.2%) WM (62.3%) NYA (61.3%) TRI (60.3%) MN (57.6%) BP (54.2%) SE (52.8%) LSH (46.5%)

**Science Assessments:**

2009-2010	2010-2011	2011-2012	2012-2013
WM (62.4%) MONTY (58.4%) NYA (52.6%) JOR (49.2%) MN (48.8%) LSH (48.7%) BP (47.6%) SE (43.4%)	WM (65.3%) JOR (53.1%) NYA (52.8%) BP (52.7%) MN (48.4%) LSH (47.4%) SE (46.0%) MONTY (41.5%)	WM (64.1%) JOR (60.2%) BP (56.6%) MN (50.8%) NYA (48.3%) MONTY (47.9%) SE (44.4%) LSH (42.1%)	WM (60.9%) JOR (60.5%) NYA (57.4%) BP (56.5%) MN (52.4%) SE (49.4%) TRI (48.8%) LSH (34.9%)

\* BP – Belle Plaine Public Schools  
Schools

\* LSH – LeSueur-Henderson Public Schools

\* JOR – Jordan Public

\* MN – State Average

**\* NYA – Central Public Schools**

**\* SE – Sibley East Public Schools**

**\* TRI – TriCity (compared to Montgomery before 2012-2013)**

**\* WM – Watertown/Mayer Public Schools**