



Jordan School District #717
Regular Meeting Minutes

Monday, July 8, 2013 at 6:30 PM
Regular Meeting
Jordan Public Schools
500 Sunset Drive; Suite 3
Jordan, MN 55352

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. Consensus Items
 1. Health & Safety Budget
 2. Health & Safety Policy
 3. Annual Mandated Polcies
 4. Literacy Plan and Annual Report
 5. Donations
 6. Board Minutes
7. Administrative Reports
8. Action Items
 1. Sports Care Contract
 2. Frandsen Bank - signatures
 3. Accounts Payable/Receivable Mileage Stipend - \$25/month
 4. New Hires
 1. Kristin Dyrhaug-HS EBD
 2. Ryan Rasmussen - HS Social Studies
 5. Middle School Handbook
 6. Community Education Summer Staff Pay
 7. Chef Marshall O'Brien

8. Call for Election
 9. Lease Finance Group
 10. School Board Goals & Communication Plan
 11. School Reach Instant Parent Communication System
 12. Applitrack Online Employment Application System
9. Informational
 1. Staffing Update
 2. New SW Metro District #
 3. MSBA Summer Leadership Conference
 4. Middle School Project Planning Updates
 5. ES Principal Hiring Update
 10. Adjourn

School Board Clerk

Date

Jordan School District utilizes Health and Safety revenues to fund the implementation of health and safety programs and projects. Below is a summary of the Jordan School District's health and safety budget per fiscal year and Uniform Financial Accounting and Reporting Standards (UFARS) as of June 28, 2013.

UFARS CODE	FY13	FY14	FY15
347 – Physical Hazard Control	\$ 31,590.25	\$ 27,500.00	\$ 11,100.00
349 – Hazardous Substance	\$ 47,236.26	\$ 6,800.00	\$ 44,500.00
352 – Environmental Health & Safety Management	\$ 42,954.01	\$ 42,125.00	\$ 42,200.00
358 – Asbestos	\$ 6,600.00	\$ 33,000.00	\$ 0.00
363 – Fire and Life Safety	\$ 35,876.00	\$ 30,500.00	\$ 30,500.00
366 – Indoor Air Quality (IAQ)	\$ 32,175.00	\$ 0.00	\$ 0.00
TOTALS	\$ 195,431.52	\$ 139,925.00	\$ 128,300.00

**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: October 8, 2012

Revised: November 19, 2012

205 OPEN MEETINGS AND CLOSED MEETINGS

[Note: The provisions of this policy accurately reflect the Open Meeting Law statute and are not discretionary in nature. It does not address meetings held by interactive television pursuant to the 1997 legislation. The statute should be reviewed with legal counsel prior to such meetings.]

I. PURPOSE

- A. The school board embraces the philosophy of openness in the conduct of its business, in the belief that openness produces better programs, more efficiency in administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The school board shall conduct its business under a presumption of openness. At the same time, the school board recognizes and respects the privacy rights of individuals as provided by law. The school board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the school board.
- B. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at school board meetings, while also protecting the individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

II. GENERAL STATEMENT OF POLICY

- A. Except as otherwise expressly provided by statute, all meetings of the school board, including executive sessions, shall be open to the public.
- B. Meetings shall be closed only when expressly authorized by law.

III. DEFINITION

“Meeting” means a gathering of at least a quorum or more members of the school board, or quorum of a committee or subcommittee of school board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the school board. The term does not include a chance or social gathering.

IV. PROCEDURES

- A. Meetings

1. Regular Meetings

A schedule of the regular meetings of the school board shall be kept on file at its primary offices. If the school board decides to hold a regular meeting at a time or place different from the time or place stated in its schedule, it shall give the same notice of the meeting as for a special meeting.

2. Special Meetings

- a. For a special meeting, the school board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district or on the door of the school board's usual meeting room if there is no principal bulletin board. The school board's actions at the special meeting are limited to those topics included in the notice.
- b. The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings.
- c. This notice shall be posted and mailed or delivered at least three days before the date of the meeting. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the school board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.
- d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the school board is required to send notice to that person only concerning those particular subjects.

3. Emergency Meetings

- a. An emergency meeting is a special meeting called because of circumstances that, in the judgment of the school board, require immediate consideration.
- b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.
- c. The school board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a

written request for notice if the request includes the news medium's telephone number.

- d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the school board.
- e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the school board members.
- f. Notice shall include the subject of the meeting.
- g. Posted or published notice of an emergency meeting shall not be required.
- h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

5. Closed Meetings

The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.

6. Actual Notice

If a person receives actual notice of a meeting of the school board at least 24 hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.

B. Votes

The votes of school board members shall be recorded in a journal kept for that purpose, and the journal shall be available to the public during all normal business hours at the administrative offices of the school district.

C. Written Materials

- 1. In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items prepared or distributed by the school board or its employees and distributed to or available to all

school board members shall be available in the meeting room for inspection by the public while the school board considers their subject matter.

2. This provision does not apply to materials not classified by law as public, or to materials relating to the agenda items of a closed meeting.

D. Data

1. Meetings may not be closed merely because the data to be discussed are not public data.
2. Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the school board's authority and is reasonably necessary to conduct the business or agenda item before the school board.
3. Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

E. Closed Meetings

1. Labor Negotiations Strategy

- a. The school board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals.
- b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of school board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings shall be tape recorded, and the tape recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the school board for the current budget period.

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation sessions, and hearings between the school board and its employees or their respective representatives are public meetings except when otherwise provided by the Commissioner of the Bureau of Mediation Services.

3. Preliminary Consideration of Charges

The school board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the school board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting.

4. Performance Evaluations

The school board may close a meeting to evaluate the performance of an individual who is subject to its authority. The school board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the school board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting.

5. Attorney-Client Meeting

A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or threatened, or when the school board needs advice above the level of general legal advice, i.e., regarding specific acts and their legal consequences. A meeting may be closed to seek legal advice concerning litigation strategy, but the mere threat that litigation might be a consequence of deciding a matter one way or another does not, by itself, justify closing the meeting. The motion to close the meeting must specifically describe the matter to be discussed at the closed meeting, subject to relevant privacy and confidentiality considerations under state and federal law.

6. Dismissal Hearing

- a. A hearing on the dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.
- b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent or guardian requests an open hearing.

7. Coaches; Opportunity to Respond

- a. If the school board has declined to renew the coaching contract of

a licensed or nonlicensed head varsity coach, it must notify the coach within 14 days of that decision.

- b. If the coach requests the reasons for the nonrenewal, the school board must give the coach the reasons in writing within 10 days of receiving the request.
- c. On the request of the coach, the school board must provide the coach with a reasonable opportunity to respond to the reasons at a school board meeting.
- d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minn. Stat. § 13D.05, Subd. 2, to discuss educational or certain other nonpublic data.

8. Meetings to Discuss Certain Not Public Data

Any portion of a meeting must be closed if the following types of data are discussed:

- a. data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;
- b. active investigative data collected or created by a law enforcement agency;
- c. educational data, health data, medical data, welfare data, or mental health data that are not public data; or

9. Purchase and Sale of Property

- a. The school board may close a meeting:
 - (1) to determine the asking price for real or personal property to be sold by the school district;
 - (2) to review confidential or nonpublic appraisal data; and
 - (3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.
- b. Before closing the meeting, the school board must identify on the record the particular real or personal property that is the subject of the closed meeting.
- c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight years after the

date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of school board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.

- d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the school board at an open meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters

- a. The school board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.
- b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.
- c. Before closing a meeting, the school board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.
- d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four (4) years.

11. Other Meetings

Other meetings shall be closed as provided by law.

F. Procedures for Closing a Meeting

The school board shall provide notice of a closed meeting just as for an open meeting. A school board meeting may be closed only after a majority vote at a public meeting. Before closing a meeting, the school board shall state on the record the specific authority permitting the meeting to be closed and shall describe the subject to be discussed.

Legal References: Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 179A.14, Subd. 3 (Labor Negotiations)
Department of Administration Advisory Opinion 04-004 (February 3, 2004)
The Free Press v. County of Blue Earth, 677 N.W.2d 471 (Minn. App. 2004)
Prior Lake American v. Mader, 642 N.W.2d 729 (Minn. 2002)
Star Tribune v. Board of Education, Special School District No. 1, 507 N.W.2d 869 (Minn. App. 1993)
Minnesota Daily v. University of Minnesota, 432 N.W.2d 189 (Minn. App. 1988)
Moberg v. Independent School District No. 281, 336 N.W.2d 510 (Minn. 1983)
Sovereign v. Dunn, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied.* (Minn. 1993)

Cross References: MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Service Manual, Chapter 13, School Law Bulletin “C” (Minnesota’s Open Meeting Law)

**JORDAN DISTRICT SCHOOLS
POLICY**

Adopted: July 9, 2012

Reviewed: July 9, 2012

208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

I. PURPOSE

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to continue to be an ongoing effort.

II. GENERAL STATEMENT OF POLICY

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policy statements shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form which is sufficiently explicit to guide administrative action.

III. DEVELOPMENT OF POLICY

- A. The school board has jurisdiction to legislate policy for the school district with the force and effect of law. School board policy provides the general direction as to what the school board wishes to accomplish while delegating implementation of policy to the administration.
- B. The school board's written policies provide guidelines and goals to the school community. The policies shall be the basis for the formulation of guidelines and directives by the administration. The school board shall determine the effectiveness of the policies by evaluating periodic reports from the administration.
- C. Policies may be proposed by a school board member, employee, student or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

IV. ADOPTION OF POLICY

- A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings prior to final school board action.

- B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a subsequent meeting after the meetings at which public input was received. The policy will be effective on the later of the date of passage or the date stated in the motion.
- C. In the case of an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The emergency policy shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency situation.
- D. If a policy is modified because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

V. IMPLEMENTATION OF POLICY

- A. It shall be the responsibility of the superintendent to implement school board policies and to develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.
- B. Each school board member shall have access to this policy manual, and a copy shall be placed in the office of each school attendance center. Manuals shall be available in the central office and made available for reference purposes to other interested persons.
- C. It shall be the responsibility of the superintendent, employees designated by the superintendent, and individual school board members to keep the policy manuals current.
- D. The school board shall review policies at least once every three years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: 410 Family and Medical Leave Policy; 413 Harassment and Violence; 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse; 415 Mandated Reporting of Maltreatment of Vulnerable Adults; 506 Student Discipline; 514 Bullying Prohibition; 522 Student Sex Nondiscrimination; 524 Internet Acceptable Use and Safety Policy; and 616 School District System Accountability.
- E. When there is no school board policy in existence to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the educational philosophy and financial condition of the school district. Under such circumstances, the superintendent shall advise

the school board of the need for a policy and present a recommended policy to the school board for approval.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

Cross References:

**JORDAN DISTRICT SCHOOLS
POLICY**

Adopted: July 9, 2012

Revised: July 9, 2012

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the Family and Medical Leave Act of 1993 (FMLA) and consistent with the requirements of the Minnesota Parenting Leave laws.

III. DEFINITIONS

- A. “Active duty” or “call to active duty” means a federal call to active duty as a member of the reserve components (Army National Guard, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve) or a retired member of the regular Armed Forces or reserve component in support of a contingency operation. For purposes of this policy, active duty or call to active duty status does not include members of the regular Armed Forces.
- B. “Contingency operation” means a military operation that is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force or which results in the call or order to, or retention on, active duty of members of the uniformed services under federal law or any other provision of law during a war or during a national emergency declared by the President or Congress.
- C. “Covered military member” means the employee’s spouse, son, daughter, or parent on active duty or call to active duty status.
- D. “Covered servicemember” means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty while on active duty that may render the

servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.

- E. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee’s fulfillment of his or her National Guard or Reserve military service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district’s intention to rehire the employee after the break in service.

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

- G. “Qualifying exigency” means a situation where the eligible employee seeks leave for one or more of the following reasons:
 - 1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 - 2. to attend military events and related activities of a covered military member;
 - 3. to address issues related to childcare and school activities of a covered military member’s child;
 - 4. to address financial and legal arrangements for a covered military member;
 - 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 - 6. to spend up to five days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of

deployment;

7. to attend post-deployment activities related to a covered military member; and
8. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on active duty, or notified of an impending call or order to active duty, in the reserve component of the Armed Forces or a retired member of the regular Armed Forces or reserve component in support of a contingency operation.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.

5. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
6. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
7. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
8. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
9. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, or parent being on active duty, or notified of an impending call or order to active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.

10. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status in support of a contingency operation and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
11. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may, in some situations, be required to reimburse the school district for the cost of the health plan premiums paid by it.
12. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. It shall be the responsibility of the superintendent to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

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

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

B. Six-week Leave

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a six-week unpaid parenting leave for birth or adoption of a child. The employee may qualify if he or she has worked for the school district for at least 12 consecutive months and has worked an average number of hours per week equal to one-half of the full time equivalent. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.6., IV.A.9., IV.A.11., IV.A.12., and IV.A.13. above shall apply to leaves under this section.

V. **SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES**

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

assistants.

- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:
 - 1. take leave for the entire period or periods of the planned medical treatment; or
 - 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.

- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
 - 1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
 - 2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
 - 3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, school district may require the employee to continue taking leave until the end of the semester.

- D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

VI. OTHER

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

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

VII. DISSEMINATION OF POLICY

- A. This policy shall be conspicuously posted in each school district building in areas accessible to employees.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. §§ 181.940-181.944 (Parenting Leave)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin “M” (Statutory Provisions Which Grant Leaves to Licensed as well as Non-Licensed School District Employees – Family and Medical Leave Act Summary)

**JORDAN DISTRICT SCHOOLS
POLICY**

Adopted: October 8, 2012

Revised: November 19, 2012

413 HARASSMENT AND VIOLENCE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

to public assistance, sexual orientation, or disability, and to discipline or take appropriate action against any pupil, teacher, administrator, or other school personnel who is found to have violated this policy.

III. DEFINITIONS

- A. “Assault” is:
1. an act done with intent to cause fear in another of immediate bodily harm or death;
 2. the intentional infliction of or attempt to inflict bodily harm upon another; or
 3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. “Harassment” prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual’s or group of individuals’ race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability when the conduct:
1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
 2. has the purpose or effect of substantially or unreasonably interfering with an individual’s work or academic performance; or
 3. otherwise adversely affects an individual’s employment or academic opportunities.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications; Definitions
1. “Age” means the person is over the age of 25 years.
 2. “Disability” means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:
 - a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;
 - b. has a record of such an impairment; or
 - c. is regarded as having such an impairment.

3. “Familial status” means the condition of one or more minors being domiciled with:
 - a. their parent or parents or the minor’s legal guardian; or
 - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
4. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
5. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
6. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
7. “Sexual orientation” means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.
8. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

E. Sexual Harassment; Definition

1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s

employment or education; or

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

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

- a. unwelcome verbal harassment or abuse;
- b. unwelcome pressure for sexual activity;
- c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of pupil(s) by teachers, administrators, or other school personnel to avoid physical harm to persons or property;
- d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- f. unwelcome behavior or words directed at an individual because of gender.

F. Sexual Violence; Definition

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

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

G. Violence; Definition

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

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability by a pupil, teacher, administrator, or other school personnel of the school district, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a pupil, teacher, administrator, or other school personnel or group of pupils, teachers, administrators, or other school personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent.
- B. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter building report taker) is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. School district personnel who fail to inform the building report taker of a report of harassment or violence in a timely manner may be subject to disciplinary action.
- C. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.

- D. In the District. The school board hereby designates the Superintendent / H.R. Coordinator as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.¹
- E. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- F. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, or work assignments.
- G. Use of formal reporting forms is not mandatory.
- H. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

V. INVESTIGATION

- A. By authority of the school district, the human rights officer, upon receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall immediately undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

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

- D. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators, or other school personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon completion of 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. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and school district policies.
- B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VII. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator, or other school personnel who retaliates against any person who makes a good faith report of alleged harassment or violence prohibited by this policy or any person who testifies, assists, or participates in an investigation, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. § 626.556 may be applicable.

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

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to pupils and staff members.
- B. This policy shall be given to each school district employee and independent contractor at the time of entering into the person's employment contract.
- C. This policy shall appear in the student handbook and in each employee's contract or conditions of employment.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)
Puller v. Indep. Sch. Dist. No. 701, 528 N.W.2d 273 (Minn. Ct. App. 1998)

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 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 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

**JORDAN DISTRICT SCHOOLS
POLICY**

Adopted: July 9, 2012

Reviewed: July 9, 2012

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with Minn. Stat. § 626.556 requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. It shall be a violation of this policy for any school personnel to fail to immediately report instances of child neglect, or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

III. DEFINITIONS

- A. “Accidental” means a sudden, not reasonably foreseeable, and unexpected occurrence or event which:
 - 1. is not likely to occur and could not have been prevented by exercise of due care; and
 - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. “Child” means one under age 18 and, for purposes of Minn. Stat. Ch. 260C [Child Protection], includes an individual under age 21 who is in foster care.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. “Mandated reporter” means any school personnel who knows or has reason to believe a child is being neglected or physically or sexually abused, or has been neglected or physically or sexually abused within the preceding three years.

E. “Neglect” means the commission or omission of any of the acts specified below, other than by accidental means:

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

Neglect does not include spiritual means or prayer for treatment or care of disease where the person responsible for the child’s care in good faith has selected and depended on those means for treatment or care of disease, except where the lack of medical care may cause serious danger to the child’s health.

- F. “Nonmaltreatment mistake” means: (1) at the time of the incident, the individual was performing duties identified in the center’s child care program plan required under Minn. Rules Part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident. This definition only applies to child care centers licensed under Minn. Rules Ch. 9503.
- G. “Physical abuse” means any physical injury, mental injury, or threatened injury, inflicted by a person responsible for the child’s care other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child’s history of injuries or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minn. Stat. § 121A.67 or § 245.825.

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

Actions which are not reasonable and moderate include, but are not limited to, any of the following that are done in anger or without regard to the safety of the child: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions which result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child’s breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances which were not prescribed for the child by a practitioner, in order to control or punish the child, or giving the child other substances that substantially affect the child’s behavior, motor coordination, or judgment or that result in sickness or internal injury, or subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (9) unreasonable physical confinement or restraint not permitted under Minn. Stat. § 609.379 including, but not limited to, tying, caging, or chaining; or (10) in a school facility or school zone, an act by a person responsible for the child’s care that is a violation under Minn. Stat. § 121A.58.

- H. “School personnel” means professional employee or professional’s delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.

- I. “Sexual abuse” means the subjection of a child by a person responsible for the child’s care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration as well as sexual contact. Sexual abuse also includes any act involving a minor which constitutes a violation of Minnesota statutes prohibiting prostitution, or use of a minor in a sexual performance. Sexual abuse includes threatened sexual abuse.
- J. “Mental injury” means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child’s ability to function within a normal range of performance and behavior with due regard to the child’s culture.
- K. “Person responsible for the child’s care” means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employees or agents, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- L. “Threatened injury” means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child’s care who has subjected the child to, or failed to protect a child from, egregious harm, or a person whose parental rights were involuntarily terminated, been found palpably unfit, or one from whom legal and physical custody of a child has been involuntarily transferred to another.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the neglect or physical or sexual abuse, which he or she knows or has reason to believe is happening or has happened within the preceding three years to the local welfare agency, police department, county sheriff, or agency responsible for assisting or investigating maltreatment.
- B. If the immediate report has been made orally, by telephone or otherwise, the oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assisting or investigating maltreatment. The written report shall identify the child, any person believed to be responsible for the abuse or neglect of the child if the person is known, the nature and extent of the abuse or neglect and the name and address of the reporter.

- C. A mandated reporter who knows or has reason to know of the deprivation of parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- D. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- E. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of employment.
- F. Submission of a good faith report under Minnesota law and this policy will not adversely affect the reporter's employment, or the child's access to school.
- G. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, and the reckless making of a false report may result in discipline. The court may also award attorney's fees.

V. INVESTIGATION

- A. The responsibility for investigating reports of suspected neglect or physical or sexual abuse rests with the appropriate county, state, or local agency or agencies. The agency responsible for assessing or investigating reports of child maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged perpetrator, and any other person with knowledge of the abuse or neglect for the purpose of gathering the facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of a school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.
- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property will be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on

school property.

- C. Except where the alleged perpetrator is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged perpetrator is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.
- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.
- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

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

and investigation of such harassment or violence may be applicable.

VIII. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.67 (Aversive and Deprivation Procedures)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd.4, Clause (5) (Child in Need of Protection)
Minn. Stat. § 609.02, Subd.6 (Definitions – Dangerous Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)
Minn. Stat. § 626.5561 (Reporting of Prenatal Exposure to Controlled Substances)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

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

**JORDAN DISTRICT SCHOOLS
POLICY**

Adopted: July 9, 2012

Reviewed: July 9, 2012

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with Minn. Stat. § 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- B. It shall be a violation of this policy for any school personnel to fail to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

III. DEFINITIONS

- A. “Mandated Reporters” means any school personnel who has reason to believe that a vulnerable adult is being or has been maltreated.
- B. “Maltreatment” means the neglect, abuse, or financial exploitation of a vulnerable adult.
- C. “Neglect” means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult’s physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct. Neglect also includes the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult’s health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 17.

- D. “Abuse” means: (a) An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction. (b) Conduct which is not an accident or therapeutic conduct as defined in this section, which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under section 245.825. (c) Any sexual contact or penetration as defined in section 609.341, between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility. (d) The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult’s will to perform services for the advantage of another. Abuse does not include actions specifically excluded by Minn. Stat. § 626.5572, Subd. 2.
- E. “Financial Exploitation” means a breach of a fiduciary duty by an actor’s unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor’s failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult’s funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult’s will for the profit or advantage of another.
- F. “Vulnerable Adult” means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services at or from a licensed facility which serves adults as set forth in Minn. Stat. § 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or home care provider service; or (4) regardless of residence or type of service received possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual’s ability to adequately provide the person’s own care without assistance or supervision and, because of the dysfunction or infirmity and

need for care or services, has an impaired ability to protect the individual's self from maltreatment.

- G. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.
- H. "School Personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
- I. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the designated county entity.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The reporter shall to the extent possible identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose *not public data* as defined under Minn. Stat. § 13.02 to the extent necessary to comply with the above reporting requirements.
- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual

damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

V. INVESTIGATION

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

VI. DISSEMINATION OF POLICY AND TRAINING

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

Legal References: Minn. Stat. § 13.02 (Collection, Security, and Dissemination of Records; Definitions)
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
Minn. Stat. §§ 609.221-609.224 (Assault)
Minn. Stat. § 609.234 (Crimes Against the Person)
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

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

JORDAN DISTRICT SCHOOLS POLICY

Adopted: July 9, 2012

Reviewed: November 19, 2012

506 STUDENT DISCIPLINE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

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

In view of the foregoing and in accordance with Minn. Stat. § 121A.55, the school board, with the participation of school district administrators, teachers, employees, students,

parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

III. AREAS OF RESPONSIBILITY

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.
- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.
- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for

the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

IV. STUDENT RIGHTS

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

V. STUDENT RESPONSIBILITIES

All students have the responsibility:

- A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;
- F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state, and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;
- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;

- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

VI. CODE OF STUDENT CONDUCT

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
 - 1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
 - 2. The use of profanity or obscene language, or the possession of obscene materials;
 - 3. Gambling, including, but not limited to, playing a game of chance for stakes;
 - 4. Violation of the school district's Hazing Prohibition Policy;
 - 5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
 - 6. Violation of the school district's Student Attendance Policy;
 - 7. Opposition to authority using physical force or violence;
 - 8. Using, possessing, or distributing tobacco or tobacco paraphernalia;
 - 9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;

10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances, or look-alike substances, except as prescribed by a physician, including one student sharing prescription medication with another student;
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district's Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state, or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet Acceptable Use and Safety Policy;
22. Possession of nuisance devices or objects which cause distractions and may facilitate cheating including, but not limited to, pagers, radios, and phones, including picture phones;

23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
28. Possession or distribution of slanderous, libelous, or pornographic materials;
29. Violation of the school district' Bullying Prohibition Policy;
30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
31. Criminal activity;
32. Falsification of any records, documents, notes, or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;
35. Impertinent or disrespectful language toward teachers or other school district personnel;
36. Violation of the school district's Harassment and Violence Policy;

37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults or verbally abusive behavior including, but not limited to, use of language that is discriminatory, abusive, obscene, threatening, intimidating, or that degrades other people;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;
43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
44. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
45. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

VII. DISCIPLINARY ACTION OPTIONS

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is

not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;
- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Saturday school;
- S. Expulsion under the Pupil Fair Dismissal Act;

- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Other disciplinary action as deemed appropriate by the school district.

VIII. REMOVAL OF STUDENTS FROM CLASS

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

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

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

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

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.
- C. Procedures for Removal of a Student From a Class.
 1. Each teacher has the discretion to remove a student for inappropriate behavior as determined by the teacher. Upon asking the student to leave the classroom

and report to the office, the teacher will notify the main office of the name of the student removed.

2. Disciplinary action may be taken as a result of any behavior which is disruptive of good order or which violates the rights of others. The acts set forth in the disciplinary policy are unacceptable and subject to disciplinary action in school buildings, on the school buses, school grounds and at school sponsored activities.
3. Teachers will contact the administration and/or complete appropriate behavior referral form in a timely manner.

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

1. Each teacher has the discretion to determine how to deal with inappropriate behavior by a student. The teacher may instruct the student to the hallway or the office. If they are sent to the office, the teacher will notify the office staff of the name of the student reporting to the office. When appropriate or necessary, the teacher will contact the office to request an escort.
2. Administrators have broad discretion to determine the consequences based on the minimum and maximum consequences established in the student handbooks. In unusual situations administrators may impose discipline less than the minimum. In the event the student has engaged in the same or similar behavior in the past or has engaged in persistent violation of school rules, the maximum penalties may be increased.

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

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

F. Procedures for Notification.

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

G. Disabled Students; Special Provisions.

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

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

1. A chemical abuse pre-assessment team will be established pursuant to Minn. Stat. 121A.26;
 2. A school and community advisory team to address chemical abuse problems in the district will be established pursuant to Minn. Stat. 121A.27;
 3. Any teacher or school district employee who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled-substance while on school premises or involved in school, shall immediately notify the building principal.
- I. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.

Nothing in this policy shall prohibit the School District from taking immediate action to protect individuals and property from harm. Nor shall this policy be construed to prohibit the School District from expelling students from behavior not specifically set forth if such conduct:

1. Materially and substantially disrupts the rights of others to an education; or
 2. Endangers the student, other students or individuals or property of the school.
- All violations of the Code of Student Conduct will be handled on a case-by-case basis.

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

School district personnel may respond to student misbehavior in a variety of ways in which to involve parents or guardians. They include, but are not limited to, communication of concerns, parent conferences, and mediation.

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

School district personnel may respond to behavioral problems in a variety of ways in attempts to modify the behavior. They include, but are not limited to, verbal warning, one-to-one interaction, written communication to parent, parent conference, detention, referral to administrator, and suspension.

IX. DISMISSAL

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

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

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

to surrounding persons or property.

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

1. Willful violation of any reasonable school board regulation, including those found in this policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Suspension Procedures

1. “Suspension” means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. If a student’s total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student’s parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian’s expense. The purpose of this meeting is to attempt to determine the pupil’s need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination

of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

4. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.
5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minn. Stat. § 123A.05 selected to allow the pupil to progress toward meeting graduation standards under Minn. Stat. § 120B.02, although in a different setting.
6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
7. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the

suspension, do one or more of the following:

- a. strongly encourage a parent or guardian of the student to attend school with the student for one day;
 - b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and
 - c. petition the juvenile court that the student is in need of services under Minn. Stat. Ch. 260C.
8. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)
 9. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
 10. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
 11. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

D. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act,

Minn. Stat. §§121A.40-121A.56.

4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).
6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school

district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.

12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minn. Stat. § 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

X. ADMISSION OR READMISSION PLAN

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

XI. NOTIFICATION OF POLICY VIOLATIONS

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

XII. STUDENT DISCIPLINE RECORDS

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

XIII. DISABLED STUDENTS

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

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii)

whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

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

XIV. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minn. Stat. § 124D.03) or Enrollment in Nonresident District (Minn. Stat. § 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of sixteen (16) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XV. DISTRIBUTION OF POLICY

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

XVI. REVIEW OF POLICY

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)

Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.27 (School and Community Advisory Team)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.582 (Reasonable Force)
Minn. Stat. §§ 121A.60-121A.61 (Removal From Class)
Minn. Stat. § 123A.05 (Area Learning Center Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (Enrollment in Nonresident District)
Minn. Stat. Ch.125A (Students With Disabilities)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile Court Act)
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References:

MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

**JORDAN DISTRICT SCHOOLS
POLICY**

Adopted: July 9, 2012

Reviewed: July 9, 2012

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, 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.

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 one or more 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 Web site postings, including blogs, also may constitute an act of bullying.

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

1. harming a student;
 2. damaging a student's property;
 3. placing a student in reasonable fear of harm to his or her person or property; or
 4. creating a hostile educational environment for a student.
- 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, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, and all school-related functions, school-sponsored activities, events, or trips. 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 student 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 administrator designated by this policy. A student 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 special education coordinator or the coordinator's designee is the person responsible for receiving reports of bullying at the building level. Any person may also report bullying directly to Director of Special Education or the Governing Board.
- 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 should inform a coordinator or the director immediately.

- 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 substantive complaint or report of bullying, the school district should 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, which verifies that an act of bullying has taken place, 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. Upon completion of an investigation and/or subsequent disciplinary action, 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, harassment, or intentional disparate treatment.

VII. TRAINING AND EDUCATION

- A. The school district 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, including information regarding this school district policy prohibiting bullying.
- C. The administration of the school district will 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.

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 (Videotaping on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on
Buses)

**JORDAN DISTRICT SCHOOLS
POLICY**

Adopted: October 8, 2012

Reviewed: November 19, 2012

522 STUDENT SEX NONDISCRIMINATION

I. PURPOSE

Students are protected from discrimination on the basis of sex pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. The purpose of this policy is to provide equal educational opportunity for all students and to prohibit discrimination on the basis of sex.

II. GENERAL STATEMENT OF POLICY

- A. The school district provides equal educational opportunity for all students, and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex.
- B. It is the responsibility of every school district employee to comply with this policy.
- C. The school board hereby designates the High School Athletic Director (phone number 952-492-4402) as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.
- D. Any student, parent or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Assistant Secretary for Civil Rights of the United States Department of Education. In the absence of a specific designee, an inquiry or complaint should be referred to the superintendent or the school district human rights officer.

III. REPORTING GRIEVANCE PROCEDURES

- A. Any student who believes he or she has been the victim of unlawful sex discrimination by a teacher, administrator or other school district personnel, or any person with knowledge or belief of conduct which may constitute unlawful sex discrimination toward a student should report the alleged acts immediately to an appropriate school district official designated by this policy or may file a grievance. The school district encourages the reporting party or complainant to

use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting unlawful sex discrimination toward a student directly to a school district human rights officer or to the superintendent.

- B. In Each School Building. The building principal is the person responsible for receiving oral or written reports or grievances of unlawful sex discrimination toward a student at the building level. Any adult school district personnel who receives a report of unlawful sex discrimination toward a student shall inform the building principal immediately.
- C. Upon receipt of a report or grievance, the principal must notify the school district human rights officer immediately, without screening or investigating the report. The principal may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the principal to the human rights officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any report or complaint of unlawful sex discrimination toward a student as provided herein may result in disciplinary action against the principal. If the complaint involves the building principal, 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. The school board hereby designates the superintendent, 500 Sunset Drive, Jordan, Ph: 952-492-6200 as the school district human rights officer(s) to receive reports, complaints or grievances of unlawful sex discrimination toward a student. If the complaint involves a human rights officer, the complaint shall be filed directly with the school board.
- E. The school district shall conspicuously post the name of the Title IX coordinator and human rights officer(s), including office mailing addresses and telephone numbers.
- F. Submission of a good faith complaint, grievance or report of unlawful sex discrimination toward a student will not affect the complainant or reporter's future employment, grades or work assignments.
- G. Use of formal reporting forms is not mandatory.
- H. The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

IV. INVESTIGATION

- A. By authority of the school district, the human rights officer, upon receipt of a report, complaint or grievance alleging unlawful sex discrimination toward a student shall promptly undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged unlawful sex discrimination toward a student.
- E. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

V. SCHOOL DISTRICT ACTION

- A. Upon conclusion of the investigation and receipt of a report, 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. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.
- B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VI. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful sex discrimination toward a student or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such unlawful sex discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

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

VIII. DISSEMINATION OF POLICY AND EVALUATION

- A. This policy shall be made available to all students, parents/guardians of students, staff members, employee unions and organizations.
- B. The school district shall review this policy and the school district's operation for compliance with state and federal laws prohibiting discrimination on a continuous basis.

Legal References: Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)
34 C.F.R. Part 106 (Implementing Regulations of Title IX)

Cross References: MSBA/MASA Model Policy 102 (Equal Educational Opportunity)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

JORDAN DISTRICT SCHOOLS POLICY

Adopted: July 9, 2012

Reviewed: November 19, 2012

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.
- 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. 1

All computers equipped with Internet access and available for student use at each school site will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law.

ALTERNATIVE NO. 2

- A. All school district computers with Internet access and available for student use will be equipped to restrict, by use of available software filtering technology or other effective methods, all student access to materials that are reasonably believed to be obscene, child pornography or harmful to minors under state or federal law.

- B. All school district computers with Internet access, not just those accessible and available to students, will be equipped to restrict, by use of available software filtering technology or other effective methods, adult access to materials that are reasonably believed to be obscene or child pornography under state or federal law.

ALTERNATIVE NO. 3

- A. With respect to any of its computers with Internet access, the school district will monitor the online activities of minors 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. 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.

VII. CONSISTENCY WITH OTHER SCHOOL POLICIES

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

VIII. LIMITED EXPECTATION OF PRIVACY

- A. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in files on the system. Users should expect only limited privacy in the contents of personal files on the school district system.
- B. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, another school district policy, or the law.

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

IX. INTERNET USE AGREEMENT

- A. The proper use of the Internet, and the educational value to be gained from proper Internet use, is the joint responsibility of students, parents, and employees of the school district.
- B. This policy requires the permission of and supervision by the school's designated professional staff before a student may use a school account or resource to access the Internet.
- C. The Internet Use Agreement form for students must be read and signed by the user, the parent or guardian, and the supervising teacher. 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 (2nd Cir. 2008)
Layshock v. Hermitage Sch. Dist., 412 F.Supp.2d 502 (W.D. Pa. 2006)
M.T. v. Cent. York Sch. Dist., 937 A.2d 538 (Pa. Commw. Ct. 2007)
J.S. v. Bethlehem Area Sch. Dist., 807 A.2d 847 (Pa. 2002)

Cross References: 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)

**JORDAN DISTRICT SCHOOLS
POLICY 616**

Adopted: September 12, 2007

Revised: February 11, 2013

616 SCHOOL DISTRICT SYSTEM ACCOUNTABILITY

I. PURPOSE

The purpose of this policy is to focus public education strategies on a process which promotes higher academic achievement for all students and ensures broad-based community participation in decisions regarding the implementation of the Minnesota Academic Standards and the No Child Left Behind Act.

II. GENERAL STATEMENT OF POLICY

Implementation of the Minnesota Academic Standards and No Child Left Behind Act will require a new level of accountability for the school district. The school district will establish a system to transition to the graduation requirements of the Minnesota Academic Standards. The school district also will establish a system to review and improve instruction, curriculum, and assessment which will include substantial input by students, parents or guardians, and local community members. The school district will be accountable to the public and the state through annual reporting.

III. DEFINITIONS

- A. "Course credit" is equivalent to a student successfully completing an academic year of study or a student mastering the applicable subject matter as determined by the school district.
- B. "Graduation Standards" means the course credit requirements of Minnesota Academic Standards that school districts must offer and certify that students complete to be eligible for a high school diploma.

IV. ESTABLISHMENT OF GOALS; IMPLEMENTATION; EVALUATION AND REPORTING

- A. School District Goals
 - 1. The school board has established school district-wide goals which provide broad direction for the school district. Incorporated in these goals are the graduation and education standards contained in the Minnesota Academic Standards and the No Child Left Behind Act. The broad goals shall be

reviewed annually and approved by the school board. The school board shall adopt annual goals based on the recommendations of the Advisory Committee for Comprehensive Continuous Improvement of Student Achievement (the “Advisory Committee”).

2. The improvement goals should address recommendations identified through the Advisory Committee process. The school district’s goal setting process will include consideration of individual site goals. School district goals may be developed through an education effectiveness program, an evaluation of student progress committee, or through some other locally determined process.

- B. System for Reviewing All Instruction and Curriculum. Incorporated in the process will be analysis of the school district’s progress toward implementation of the Minnesota Academic Standards.

Jordan Public Schools
Curriculum Review Process and Cycle

Process:

Year One (Review and Analysis)	Year Two (Development and Selection)	Year Three (Implementation)
Task: Form curriculum committee Who: Curriculum Director/ Administrators	Task: Develop standards based curriculum map Who: Curriculum Director/ Committee	Task: Professional Development on new curriculum Who: Curriculum Director/Faculty
Task: Review current practice and data Who: Curriculum Director/ Committee	Task: Select curriculum Who: Curriculum Committee	Task: Implement new curriculum Who: Faculty
Task: Review standards/best practice research Who: Curriculum Director/ Committee	Task: Report to Board on Result Who: Curriculum Director/Comm	Task: Review and evaluate implementation Who: Curriculum Director/ Committee

Cycle:

School Year	Review/Analysis	Development/Selection	Implementation
2010-2011	Science	Math	
2011-2012	Reading and Language Arts Foreign Language	Science	Math
2012-2013	Social Studies Career/Tech Education	Reading and Language Arts Foreign Language	Science
2013-2014	Art Music Phy Ed and Health	Social Studies Career/Tech Education	Reading and Language Arts Foreign Language
2014-2015	Math	Art Music Phy Ed and Health	Social Studies Career/Tech Education

- C. Implementation of Graduation Requirements

1. The school board shall appoint a Graduation Standards Implementation

Committee which shall advise the school board on implementation of the state and local graduation requirements, including K-12 curriculum, assessment, student learning opportunities, and other related issues. Recommendations of this committee shall be published annually to the community. The school board shall receive public input and comment and shall adopt or update this policy at least annually. The Graduation Standards Implementation Committee will be comprised of the Advisory Committee for Comprehensive Continuous Improvement of Student Achievement.

2. The school board shall annually review and determine if student achievement levels at each school site meet federal expectations. If the school board determines that student achievement levels at a school site do not meet federal expectations and the site has not made adequate yearly progress for two consecutive school years, the Graduation Standards Implementation Committee shall work with the school site to adopt a plan to raise student achievement levels to meet federal expectations. The Graduation Standards Implementation Committee may seek assistance from the Commissioner of the Minnesota Department of Education (MDE) (the Commissioner) in developing a plan which must include parental involvement components.
3. The educational assessment system component utilized by the school board to measure individual students' educational progress must be based, to the extent annual tests are administered, on indicators of achievement growth that show an individual student's prior achievement. Indicators of achievement and prior achievement must be based on highly reliable statewide or district-wide assessments. The school board will utilize models developed by the Commissioner for measuring individual student progress. The school board must coordinate with MDE in evaluating school sites and continuous improvement plans, consistent with best practices.

D. Advisory Committee for Comprehensive Continuous Improvement of Student Achievement

1. By October 15th of each year, the Advisory Committee will meet to advise and assist the school district in the implementation of the school district system accountability and comprehensive continuous improvement process.
2. The Advisory Committee, working in cooperation with other committees of the school district [such as the Technology, Educational Effectiveness, Grade Level, Site Instruction, Curriculum and Assessment Committees, etc.], will provide active community participation in:

- a. Reviewing the school district instructional and curriculum plan, with emphasis on implementing the Minnesota Graduation Standards;
 - b. Identifying annual instruction and curriculum improvement goals for recommendation to the school board;
 - c. Making recommendations regarding the evaluation process that will be used to measure school district progress toward its goals;
 - d. Making recommendations regarding the development of the “Annual Report on Curriculum, Instruction, and Student Achievement.”
3. The Advisory Committee shall meet the following criteria:
- a. The Advisory Committee shall ensure active community participation in all planning for instruction and curriculum affecting Graduation Standards.
 - b. The Advisory Committee shall make recommendations to the school board on school district-wide standards, assessments, and program evaluation.
 - c. Building teams may be established as subcommittees to develop and implement an education effectiveness plan and to carry out methods to improve instruction, curriculum, and assessments as well as methods to use technology in meeting the school district improvement plan.
 - d. A local plan to evaluate student progress, using a local process, shall be used for developing a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the Jordan District Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.
4. The Jordan District Advisory Committee shall, when possible, be comprised of two-thirds community representatives and shall reflect the diversity of the community. Membership shall include: parents and community members, school board member(s), the Director of Curriculum and Instruction, and staff and district administrators (as needed).
5. The Jordan District Advisory Committee shall perform the following functions each year:

- a) Organizational meeting of the Committee to review the authorizing legislation and the roles and responsibilities of the Committee as determined by the school board.
 - b) Agree on the process to be used. Become familiar with the instruction and curriculum of the cycle content area.
 - c) Review evaluation results and prepare recommendations.
 - d) Present recommendations to the school board for its input and approval.
 - e) Provide direction to and review “Annual Report on Curriculum, Instruction and Student Achievement.”
- E. Evaluation of Student Progress Committee. A committee of professional staff shall develop a plan for assessment of student progress toward the Graduation Standards, as well as program evaluation data for use by the Jordan District Advisory Committee in the instruction and curriculum review process. This plan shall annually be approved by the school board.
- F. Educational Planning and Assessment System. The school district may elect to participate in the Educational Planning and Assessment System (EPAS) program offered by ACT, Inc., to provide a longitudinal, systematic approach to student educational and career planning, assessment, instructional support, and evaluation.
- G. Reporting. An “Annual Report on Curriculum, Instruction and Student Achievement” shall be approved by the school board by October 1 or as soon as the State releases the data of each year. The school board shall publish a summary of the report in the local newspaper with the largest circulation in the district, by mail, or by electronic means such as the school district website. If electronic means are used, the school district must publish notice of the report in a periodical of general circulation in the school district. The school district must make copies of the report available to the public on request. A copy shall be sent to the Commissioner by October 15 of each year. The public report shall include, but not be limited to, the following:
- 1. Student achievement goals for meeting the Minnesota Academic Standards;
 - 2. Result of local assessment data and any additional test data, including all data required by Minn. Rules Part 3501.0160;
 - 3. School district improvement plans including staff development goals;

4. Progress on previous improvement plans;
5. Amount and type of revenue attributed to each educational site as defined in Minn. Stat. § 123B.04;
6. Names of Jordan District Advisory Committee members, dates their terms expire, method of selection, and application dates;
7. Periodic reports on constituencies' satisfaction with schools;
8. Biennial evaluations of the school district testing programs according to the following:
 - a. written objectives of the assessment program;
 - b. names of tests and grade levels tested;
 - c. use of test results; and
 - d. student achievement results compared to previous years.

Legal References:

Minn. Stat. § 120B.02 (Educational Expectations for Minnesota's Students)
 Minn. Stat. § 120B.11 (School District Process)
 Minn. Stat. § 120B.35 (Student Achievement Levels)
 Minn. Stat. § 123B.04 (Site Decision Making Agreement)
 Minn. Rules Parts 3501.0010-3501.0180 (Graduation Standards - Mathematics and Reading)
 Minn. Rules Parts 3501.0200-3501.0290 (Graduation Standards - Written Composition)
 Minn. Rules Part 3501.0160 (District Reporting Requirements)
 Minn. Rules Parts 3501.0505-3501.0655 (Academic Standards for Language Arts)
 Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
 Minn. Rules Parts 3501.0800-3501.0815 (Academic Standards for the Arts)
 Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
 Minn. Rules Parts 3501.1000-3501.1190 (Graduation-Required Assessment for Diploma)
 20 U.S.C. § 6301, *et seq.* (No Child Left Behind Act)

Cross References:

MSBA/MASA Model Policy 104 (School District Mission Statement)
 MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
 MSBA/MASA Model Policy 613 (Graduation Requirements)
 MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
 MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
 MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)
 MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
 MSBA/MASA Model Policy 619 (Staff Development for Standards)
 MSBA/MASA Model Policy 620 (Credit for Learning)



**ISD #717 Jordan Schools
Local Literacy Plan
June 2013**

Belief Statement from Minnesota Department of Education:

Reading well by third grade is one of many developmental milestones in a child’s educational experience. Literacy development starts at an early age and is the basis for all academic success. Reading well by grade three ensures that a student has a solid foundation of literacy skills to continue to expand their understanding of what they read, make meaning, and transfer that learning across all subject areas. Instruction that provides the basis for all students to read well by third grade and beyond will help close the achievement gap and ensure that all students are ready for the demands of college and the workplace. From cradle to career, a sustained effort to create quality literacy environments in all of our schools and programs from birth through grade 12 promotes academic success.

– Minnesota Department of Education

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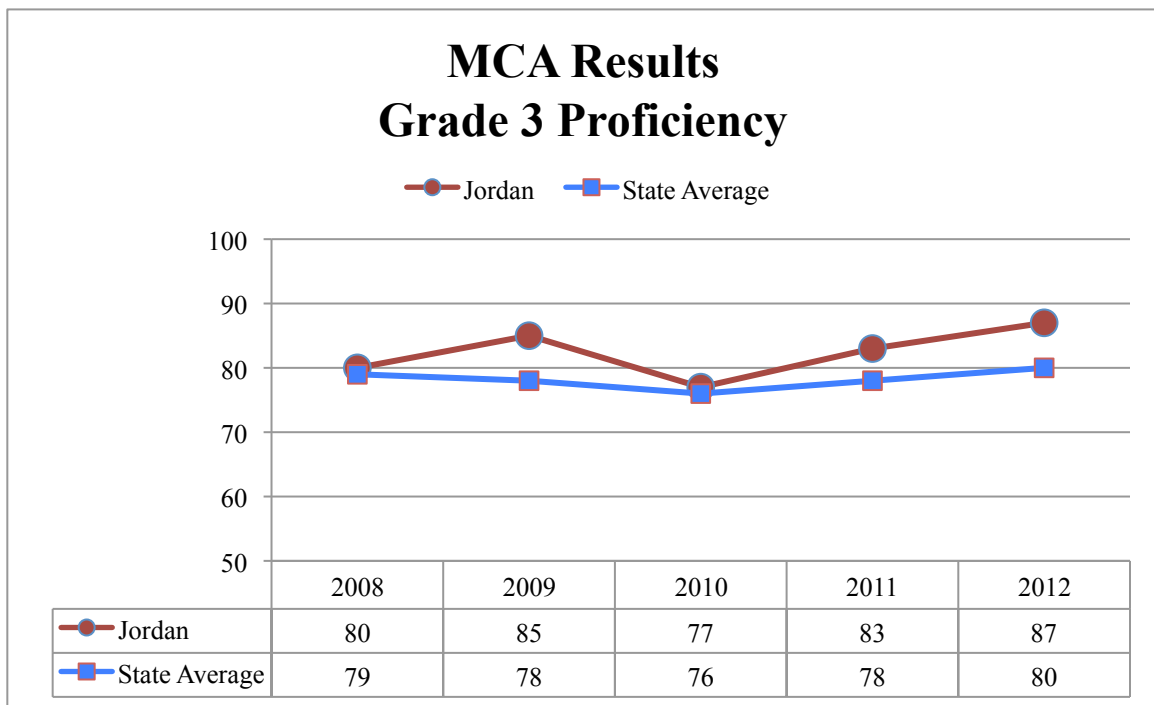
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Adopted by District #717 School Board on June 25, 2013.

District #717 Literacy Goal and Objectives:

All students will read at or above grade-level by the end of Third Grade as measured by the Minnesota Comprehensive Assessment for Reading.

- Three times per year staff will review and disaggregate reading data in grades K, 1, 2, and 3. Staff will analyze Proficiency, Growth, and Trend data to set specific learning targets for each student in these grades.
- Curriculum will be aligned to current state standards.
- Common formative assessments will be used to modify instruction and to identify students on pace to meet proficiency.
- Professional Learning Communities (PLC) will analyze effectiveness of current literacy practices and implement best practices across grade levels. Particular attention will be placed on addressing achievement gaps within grade-levels.
- Title I and RtI services will be used as needed to provide targeted services to students struggling to achieve grade-level proficiency.
- In addition, extended day and extended school year programs will be used as needed to provide targeted service to students struggling to achieve grade-level proficiency.



District #717 Assessment Plan:

School District 717, Jordan Schools, implements a literacy screening system for all enrolled students three times each school year in order to ensure students who may be at risk for difficulty meeting grade level expectations in literacy are identified early, and

supports are provided accordingly. Criterion referenced target scores have been established for each measure at each administration time that reflect expected grade level performance for that measure. These target scores are set to predict a high likelihood of success on the Minnesota Comprehensive Assessment for Reading.

	Kindergarten	Grade 1	Grade 2	Grade 3
Fall	AIMsWEB	NWEA MAPs AIMsWEB	NWEA MAPs AIMsWEB	NWEA MAPs AIMsWEB
Winter	AIMsWEB	NWEA MAPs AIMsWEB	NWEA MAPs AIMsWEB	NWEA MAPs AIMsWEB
Spring	AIMsWEB	NWEA MAPs AIMsWEB	NWEA MAPs AIMsWEB	NWEA MAPs AIMsWEB MCA Reading

For students whose screening assessment results suggest elevated risk for difficulty developing grade level literacy skills, teacher problem solving teams will review local formative assessments and observational data from each student’s participation in classroom instruction to understand the specific areas of literacy instructional need. For instances in which these data do not provide a clear picture of a student’s instructional needs, additional diagnostic assessment may be completed to clarify these needs. Diagnostic assessments may include the following:

- NWEA Measures of Academic Progress
- AIMsWEB Benchmark Probes
- Informal Reading Inventory (IRI)
- Diagnostic Reading Assessment (DRA)
- Qualitative Reading Inventory (QRI)

Parent Notification and Involvement:

Three times per year parents will be provided with the results of their children’s screening assessments. These reports are included with student report cards.

For students whose pattern of performance on the screening assessments indicates elevated risk for difficulty developing literacy skills consistent with grade level expectations, parents are provided with multiple opportunities to receive information and participate interactively to support student achievement in the home environment.

These opportunities include, but are not limited to:

- explanation and review of assessment data
- take home literacy kits (backpack reading, etc)
- participation in Family Night activities/strategies

Intervention Programs:

Jordan Public Schools and its teachers require high quality instructional programs and materials to provide quality reading instruction to all children. Core instruction in the district will be aligned to the 2010 English Language Arts Academic Standards and will specifically address the development of the components of reading consistent with Section 122A.06 Subdivision 4. Research-based programs and materials will include a core reading program, supplemental programs for deeper instruction and additional practice as well as intervention programs for those learners well below grade level reading goals. Instruction will be differentiated based on the students needs to reach reading goals.

A multi-tiered system of support will be utilized to meet the needs of all learners:

- Tier I will include students at a low risk for reading difficulties with a consistent amount of daily instruction in the core program.
- Tier II will include those students who are at a moderate risk for reading difficulties. Those students will receive the core program component and extra instructional support each day to accelerate progress.
- Title III will include students who are at high risk for reading difficulties. These students may require replacement core reading programming.

Any K-3 student identified through the district screening system, which includes screening assessments and review of classroom performance through observation and local formative assessment, as performing below grade level expectation will be provided intervention in the area of identified need for the purpose of accelerating student growth in order to reach the goal of reading at or above grade level by the end of the current grade and school year. When needed, additional diagnostic assessments will be completed to identify an appropriate instructional match for student interventions.

Parent involvement in support of students receiving reading interventions is encouraged. As described in the Parent Notification and Involvement section above, strategies for parents to use with their children to support growth in reading are communicated at least annually.

Supplemental reading interventions may be offered during the school day, through extended day programming, or during the summer. Supplemental reading interventions are provided in addition to, and not in replacement of, core reading instruction.

Supplemental reading intervention programs offered for grades K-3 include:

- Minnesota Reading Corps Interventions
- RtI Interventions
- Title I Interventions
- Skills Tutor

For a small number of students, the district may elect to provide an alternate core reading program in replacement of the standard district program for reading instruction. This choice is made based on careful review of student data for students whose literacy needs are particularly complex and intensive, such that the standard program along with supplemental interventions are not predicted to be sufficiently explicit or intense to accelerate growth. Close communication with parents is an integral component of this instructional planning.

Professional Development:

Professional development that is data-driven, ongoing and is inclusive of all educators within our school community will be integral to the successful implementation of our Literacy Plan.

Our Professional Learning Communities (PLCs):

- meet monthly for 45 minutes
- use a team-oriented approach to improve the instruction and to promote better literacy instruction
- reflect on student progress
- review student work and data
- align instruction to academic standards and desired outcomes.

Several staff members have been trained in implementing the use of data through a data driven dialogue model. These staff will become Data Leaders for their PLC groups and support the use of data to focus instruction for all students throughout the school year.

2012-2013 Annual Report
on Curriculum, Instruction and Student Achievement
Jordan Public Schools

District Assessment Plan:

Jordan Public Schools continuously strives to improve our curriculum and academic programs. In 2012-2013, our district used the results of the MCA-II, NWEA, and AIMS-WEB assessments to monitor student progress and systemic strength.

The objectives of our testing program include:

- to provide assessment data that is used to chart historical assessment progress of the district in comparison to state and national norms
- to provide assessment data that is used to chart historical assessment progress of each individual student
- to assist staff in proper placement of students in regards to writing, reading and math skills
- to provide staff with information on each student in order to individualize learning plans as much as possible
- to provide information necessary to adjust curriculum as necessary

The MCA-II assessments provide information on student achievement in reading, math, and writing based on the academic standards legislated by the state of Minnesota. The Northwest Evaluation Association's (NWEA) Measures of Academic Progress are given to students at least two times during the school year and provide detailed information about student academic progress in reading and math. AIMS-WEB assessments are given three times throughout the school year and are used to measure an individual student's progress in pre-reading and reading skills, including fluency and comprehension.

Test Name	Grade Test is Offered												
	K	1	2	3	4	5	6	7	8	9	10	11	12
MCA-II (Reading)				X	X	X	X	X	X		X		
MCA-II (Math)				X	X	X	X	X	X			X	
MCA-II (Science)						X			X		X		
MCA-II (Writing)										X			
NWEA – MAPs	X	X	X	X	X	X	X	X	X	X			
AIMS-WEB	X	X	X	X	X								

Achievement Goals and Staff Development:

Each year, throughout the school year and particularly during staff inservice days, the Jordan administrators and staff reflect on the available assessment results in each school. The intent is to identify possible gaps in the curriculum, a study of best practice teaching strategies, and a focus on individual student achievement to ensure success for all students.

In 2012-2013, the district staff implemented an online curriculum mapping program affiliated with TIES, called Eclipse. All staff, with the exception of Language Arts faculty, completed curriculum mapping to the unit level for all offered courses. The Language Arts faculty met to align curriculum and instruction to the new 2010 Common Core Language Arts standards. They will complete their curriculum mapping during the 2013-2014 school year. In addition, the elementary and middle school continued to enhance the Response to Intervention program and PBIS (Positive Behavioral Intervention Systems). The high school staff focused on reviewing current and future course offerings with a special focus on concurrent enrollment opportunities with post-secondary institutions. In addition, they reviewed college and career readiness benchmark behaviors based on student self-reported needs found in the EXPLORE and PLAN assessments.

Curriculum Review Cycle:

School Year	Review/Analysis	Development/Selection	Implementation
2010-2011	Science	Math	
2011-2012	Reading/Language Arts Foreign Language	Science	Math
2012-2013	Social Studies Vocational Education	Reading/Language Arts Foreign Language	Science
2013-2014	Art Music Phy Ed and Health	Social Studies Vocational Education	Reading/Language Arts Media and Technology
2014-2015	Math	Art Music Phy Ed and Health	Social Studies Vocational Education

Any additional questions or concerns, please contact: Carol Lagergren, Curriculum and Assessment TOSA clagergren@jordan.k12.mn.us or #952-292-4920

096 Gifts and Bequests

Record revenue from philanthropic foundations, private individuals, private organizations, and other organizations for which no repayment or special service to the contributor is expected. Board acceptance of gifts and bequests is required.

Please approve the following donations at the July school board meeting.

<u>Donated By</u>	<u>What For</u>	<u>Amount</u>	<u>Deposit Date</u>
Kathleen Rafferty Flink	MS Donation	\$300.00	6/20/13
Hometown Bank	Athletics Advertising	\$1000.00	6/25/13
James & Susan Trapp	JES Library Donation	\$200.00	6/27/13

This is a change to the agenda,
since we released it.

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 June 10, 2013.

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

Board Absent:

Also Present: Mr. Nelson, Mrs. Jabs, Mr. Chambers, Mrs. McNulty
Mr. Schueller, Robert Bossman, Chef Marshall O'Brien,
Nanette Brandtner, Ashley Karlsson, Dale Lachelt,
Connor McArdle, Darren Kermes, Mrs. Denzer, Jeff Will

Chairperson Pauly called the meeting to order at 6:34 p.m. and followed with the Pledge of Allegiance.

Motion Brox, seconded Carritt to approve the agenda as amended moving Bryan Aldrich, Robotics resignation and Stacy DeCorsey resignation out of the consensus agenda and adding a closed session at the end of the meeting agenda. Vote 7-0. Passed.

Motion Burke, seconded Benko to approve the consensus items as listed. Vote 7-0. Passed.

Motion Carritt, seconded Burke to approve the resignation of Bryan Aldrich as Robotics Coach and Stacy DeCorsey as elementary principal, with regrets. Vote 7-0. Passed.

Board and Administrator reports were heard.

Mr. Darren Kermes, Executive Director of the Carver-Scott Cooperative, updated the school board on the new cooperative called Southwest Metro Educational Cooperative, which is a merge of CSEC and MRVSEC which includes 10 districts. Mr. Kermes also explained the separate joint powers agreement with Jordan and MRVSEC. Motion Carritt, seconded Burke to approve the joint powers agreement with Southwest Metro Educational Cooperative. Vote 7-0. Passed.

Chef Marshall O'Brien and Robert Bossman reviewed the school year contract with Chef O'Brien and the new healthy meal plans. Motion Burke, seconded Carritt to postpone the decision to renew Chef O'Brien's contract until the July 8, 2013 meeting. Vote 7-0. Passed.

Mr. Jeff Will made a public comment on the Trap Shooting Team. The School Board thanked Mr. Will for his volunteer service.

Mrs. Ashley Karlsson reviewed the ELL Handbook with the Board and approval will be at the July 8, 2013 meeting.

Mrs. Burke reported on the updated School Board Goals and Communication Plan. Approval will be at the July 8, 2013 meeting.

The School Board heard the first reading of the annual mandated policies.

Mr. Nelson commented on a district memorial policy. The School Board will review and postpone their decision until the July 8, 2013 meeting.

Motion Carritt, seconded Vollbrecht, to approve the 2013-14 High School Handbook as presented. Vote 6-0, Benko abstained.

Mr. Dale Lachelt presented the new rates for the property and liability insurance for the district for the 2013-14 school year. Motion Brox, seconded Carritt to approve the new rates. Vote 7-0. Passed.

Motion Carritt, seconded Pedersen to postpone 10.4 Community Education/Recreation summer salaries. Vote 7-0. Passed.

Motion Benko, seconded Brox to approve tenure for Jodi Lindmeyer. Vote 7-0. Passed.

Motion Carritt, seconded Vollbrecht to approve the revised 2012-13 budget as presented with revenues projected at \$19,653,964 and expenditures at \$19,828,380. Vote 7-0. Passed.

Motion Carritt, seconded Pedersen to approve the Notice of Filing Dates as presented. Vote 7-0. Passed.

Chairperson Pauly announced that the school board will go into closed session according to MN Statute Ch. 13D at 8:43 p.m.

Chairperson Pauly announced that the school board will come out of closed session according to MN Statute Ch. 13D at 8:58 p.m.

Motion Pauly to adjourn the meeting at 8:58 p.m.

Sandy Burke, Clerk

INDEPENDENT SCHOOL DISTRICT 717
JORDAN PUBLIC SCHOOLS
JORDAN, MINNESOTA

The workshop and meeting of the Board of Education was held in the Board Room at the Middle School on May 6, 2013.

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

Board Absent: Mrs. Carritt, Mr. Brox

Also Present: Mr. Helgerson, Chris Gibbs

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

Mr. Helgerson, along with Mr. Gibbs from The DLR Group, presented the Middle School addition/Possible High School Addition/District Projects Action Plan and Executive Summary to the school board. Board discussion.

Mr. Helgerson also presented a brief summary on Board Book for use in the district to create agendas. Board discussion.

Sandy Burke, Clerk

INDEPENDENT SCHOOL DISTRICT 717
JORDAN PUBLIC SCHOOLS
JORDAN, MINNESOTA

The workshop meeting of the Board of Education was held in the Board Room at the Middle School on June 25, 2013.

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

Board Absent: Mr. Benko

Also Present: Mr. Helgerson, Mrs. Jabs, Mrs. Kulas-Volk,
Mrs. Lagergren, Connor McArdle, Kelvin Breeggemann

School Board members welcomed Mr. Matt Helgerson.

Mr. Helgerson gave a presentation on Board Book along with John Madonado from Board Book.

Mr. Helgerson and Mrs. Kulas-Volk presented the preliminary 2013-14 budget. Board discussion.

Mr. Helgerson reported to the school board that there are several blackout dates on the calendar that you cannot hold a referendum election. It was decided that the building committee will get back to the school board on recommended dates.

Mr. Helgerson also reported that he has received 42 applications for the elementary principal opening and the screening and hiring guidelines. School board members decided to approve the hiring at a special meeting on July 11, 2013.

Mr. Helgerson also presented the new Principal evaluation model. Board discussion.

Mrs. Burke presented the board goals and communication plan.

Board discussion on the location of school board meetings.

Mrs. Lagergren reviewed the curriculum, instruction and student achievement summary for the past year. The Literacy Plan will be approved at the next board meeting.

Board discussion on the hiring of the new special education teacher. Mr. Helgerson will follow-up on the hiring details.

Mr. Helgerson will also review the school nurse applications along with Mrs. Denzer.

The workshop meeting ended at 8:58 p.m.

July School Board Meeting

Jordan Middle School

- Finishing up the 2013-2014 Schedule and preparing for the 2013-'14 Workshops**

- Three staff members will be meeting with Greg Summers on Flipping the Classroom. This will take place in August.**

- Summer School began today and will go on until August 8th.**

- Our program for Credit Recovery will also be starting up on the 8th of July. This program is part of the Retention Policy that has been handed to you tonight. My sole purpose with this program is to hold those students who refuse to give their best effort accountable.**

- The building is shaping up. The custodial staff has been working hard since the end of the school year to make it look new again.**

- Mr. Helgerson and myself met with DLR a couple of weeks ago, but since then we have not met. I hope the process can move forward with this company.**

- I along with others went through all of the candidates for the new Elem. Principal. I believe we have some excellent candidates selected for the 1st round of interviews.**

- I am very sorry I am not able to be at the Board Meeting this evening. My father in law is going through some very bad health issues, and I felt the need to be with him and the family.**

Community Education/Recreation School Board Update

First Impressions of Jordan Community Education and Recreation

July 1, 2013 was my first official day as the community education/recreation director. Right away I could tell this position and this department is very unique. Upon entering the middle school building at 7:50 a.m., I was surprised to see two customers waiting outside the doors to sign up for a class. As the morning continued a steady stream of customers, community ed. instructors, and district staff made their way into the community ed. office. Summer ball and summer recreation programs have reached the midway point. It's the week of the Fourth of July. It's supposed to be a slow week. This. Is. Unusual.

Summer ball has three more weeks to go until the end of the season. This summer we had 47 teams that we needed to schedule, find coaches, hire umpires, order uniforms and equipment, and maintain fields for. This is no small feat. My appreciation for the community ed. staff and the retired Brenda Lieske has increased greatly. This isn't the small community education department that I grew up with.

I am coming from a school district that had both a city employed park and recreation director and a school district employed community education director. I think the partnership we have with the city is a great example of utilizing taxpayer dollars – I also think that there are other opportunities to expand the partnership with the city.

Now that we are in the middle of summer, community education has turned its focus to fall and the fall/winter brochure. We have started planning for the Run of the Mill, Heimatfest, and all of our adult and youth enrichment activities.

I feel very fortunate coming into a strong community education/recreation program. It will be my intention to continue to improve the department and seek ways to provide further learning opportunities for all ages in the Jordan community.

High School Board Notes: July 8, 2013

1. The student planner has been submitted for publication. If you want to get a head start on planning, you can download high school events to your iPhone, Android, Google, or Outlook calendars. Follow these steps:
 - a. Go to thezonelive.com
 - b. Search for Jordan High School
 - c. Click on the top choice (there are two of them)
 - d. Click on “syncing” on the left menu bar
 - e. Follow the directions for your specific device

This is a nice feature. Most of events do not have times so they just show up on your calendar without interfering with other calendar items but they serve as nice reminders of the events being held at the high school.

2. All the hiring has been completed except the Secretary/Receptionist position. That will be posted until July 12 and interviews will take place the following week.
3. Approximately 195 students are participating in the Bigger, Faster, Stronger (BFS) program this summer. Students have the option of morning or evening hours and are taking full advantage of the opportunities. This has been a great way to keep athletes focused on skills.
4. Spanish students returned from Costa Rica safely. They had a great time and learned about the culture and improved their speaking skills.



5. Matt Urbanek attended the AP US History Seminar at Carlton College. He will not be teaching it this year but will begin teaching some of the skills necessary to be successful in the Honors American History class. He began creating a network of resources and will

be sharing lesson plans with another teacher through Google.docs this coming school year.

6. The custodians have kept to their cleaning schedule and the building looks good.
7. Jeff Vizenor has scheduled his fall athletic meeting for July 30 and information will be published in the Jordan *Independent* and information will be sent via the e-mail system in the next couple weeks.
8. Most major projects are completed or near completion. The student planner has been submitted for publication, the staff handbook is near completion pending some district administrative decisions, and the high school schedule should be complete in the next week. Mailings will go out in August.
9. Teachers have been coming in over the summer to make up the snow day.

SPORTS CARE CONTRACT JORDAN HIGH SCHOOL

St Francis Rehabilitation and Sports Medicine Services with Jordan High School for
2013-2014 school year

St. Francis Rehabilitation & Sports Medicine Sports Care, a program available through Valley Rehabilitation Services L.L.C. and St. Francis Regional Medical Center, will provide the following services to Jordan High School during the 2013-2014 school year:

A. Sports Medicine Services

1. Sports Care Services provided for all home high school, varsity volleyball, JV and varsity wrestling, football 9-12, boys and girls varsity basketball, boys baseball, girls softball and one track meet for the 2013-2014 school year
2. When an athletic trainer / sports Physical Therapist is not at the high school, services will be available at the ST. Francis Rehabilitation and Sports Medicine clinic at 1601 St. Francis Avenue, Shakopee on an "as needed" basis.
3. Sports Medicine for additional athletic competitions is available as our schedule permits. The St. Francis Sports Medicine staff will make every effort to accommodate such requests. The fee for additional athletic competitions is \$70.00 per game.
4. Training room services including the following:
 - a) First aid and emergency care to all athletes as needed within the scope of athletic training certification and /or the Physical Therapy Practice act.
 - b) Provide injury assessments of athletes and communicate these findings to coaches, parents, and physicians.
 - c) Provide preventive taping and strapping to athletes as needed.
 - d) Maintain treatment records of each athlete in an organized and concise manner.
 - e) Maintain medical records, parental consent and emergency information of each athlete in an organized and efficient manner.

f) Impact Pre/Post testing to athletes per AD discretion.

B. St Francis Sports medicine screenings at St. Francis Rehabilitation and Sports Medicine clinics.

Free Sports Medicine screenings by a Physical Therapist will be provided upon request at all of our locations and are scheduled through these clinics: St Francis Rehabilitation & Sports Medicine clinic at Shakopee (952 428 2001), at Chaska (952 428 1250), Savage Adult clinic (952 428 1550), Accua at Savage (952 465 0210) .

C. Administrative Responsibilities

1. The Physical Therapist and /or athletic trainer will be responsible to the Athletic Director and the Head coach of each in –season sport.
2. The physical therapist and or /athletic trainer will be responsible for the communicating, either in writing or verbally, with the Head Coach when an athlete is injured and will be unable to participate in practice and /or games.
3. A list of recommended supplies will be furnished to the Athletic Director.

D. Personnel

1. Valley Rehabilitation Services L.L.C , St Francis Rehabilitation & Sports Medicine shall provide qualified medical personnel for the above mentioned services. The Physical Therapist shall be licensed in the state of Minnesota.

Jeff Vizenor, Activities Director, Jordan High school

Date



6/13/13

Michael Beckman, Director, St. Francis Rehabilitation & Sports Medicine, and Valley Rehabilitation Service L.L.C.

TEACHER CONTRACT FOR JORDAN SCHOOL DISTRICT

The School Board of Independent School District 717 of the State of Minnesota, Jordan, Minnesota enters into this agreement, pursuant to M.S. 125.12 as amended, with Kristin Dyrhaug, a legally qualified and licensed teacher who agrees to teach in the public schools of said district as a teacher for the school year 2013 to 2014.

The following provisions shall apply and are a part of this contract:

Basic Services: Said teacher shall faithfully perform the services prescribed by the school board or its designated representative, whether or not such services are specifically described in this contract, abide by the rules and regulations as established by the school board and State Board of Education, and ANY additions or amendments thereto, for the annual salary indicated below, and agrees to teach in schools of the said district as assigned in such grades or subjects for which the teacher has the necessary license.

Duration: This contract is subject to the provisions of M.S.125.12 as amended and all laws, rules and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination and discharge for cause of teachers. Thereafter this contract shall remain in full force and effect except if modified by mutual consent of the school board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S.125.12.

Duty Year: The teacher's duty year and vacation days shall be as adopted by the school board, and the teacher agrees to teach on those legal holidays on which the school board is authorized to conduct school if the school board so determines. In the event a duty day is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined by the school board.

Additional Services: The school board, or its designated representatives, may assign the teacher to extracurricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1. Said extracurricular, co-curricular or other assignments may be described in paragraph 6 of this contract or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The school board or its designated representative may make any additions or amendments during the duty year as shall be necessary. Said extracurricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's Continuing Contract rights unless the words "continuing contract" are recorded immediately following the assignment.

Reference: This contract shall be subject to the agreement between the school district and the exclusive representative if any, and the provisions of the Public Employment Labor Relations Act as amended.

Special Provisions:

In addition, said teacher agrees to perform the following additional services for the additional salary indicated:

Additional Service	Additional Compensation
1. _____	\$ _____

In Consideration thereof, the school board agrees to pay said teacher the following annual salary:

\$46,039.00 for basic services Step 2, Lane 5

\$ _____ for additional services as set forth in paragraph 6

\$46,039.00 Total salary, exclusive of fringe benefits

Such salary shall be paid as authorized and in such installments during the term of the year as may be determined by appropriate school board regulation. This contract shall be effective only after it has been authorized by the school board takes appropriate action recorded in its minutes, and executed by the parties.

IN WITNESS THEREOF I have subscribed my signature this _____ day of _____,

TEACHER _____

IN WITNESS THEREOF we have subscribed our signatures this _____ day of _____,

INDEPENDENT SCHOOL DISTRICT 717

CHAIRMAN _____

CLERK _____

TEACHER CONTRACT FOR JORDAN SCHOOL DISTRICT

The School Board of Independent School District 717 of the State of Minnesota, Jordan, Minnesota enters into this agreement, pursuant to M.S. 125.12 as amended, with Ryan Rasmussen, a legally qualified and licensed teacher who agrees to teach in the public schools of said district as a teacher for the school year 2013 to 2014.

The following provisions shall apply and are a part of this contract:

Basic Services: Said teacher shall faithfully perform the services prescribed by the school board or its designated representative, whether or not such services are specifically described in this contract, abide by the rules and regulations as established by the school board and State Board of Education, and ANY additions or amendments thereto, for the annual salary indicated below, and agrees to teach in schools of the said district as assigned in such grades or subjects for which the teacher has the necessary license.

Duration: This contract is subject to the provisions of M.S.125.12 as amended and all laws, rules and regulations of the State of Minnesota relevant to qualification, licensure, employment, termination and discharge for cause of teachers. Thereafter this contract shall remain in full force and effect except if modified by mutual consent of the school board and the teacher or unless terminated as provided by law, or by written resignation pursuant to M.S.125.12.

Duty Year: The teacher's duty year and vacation days shall be as adopted by the school board, and the teacher agrees to teach on those legal holidays on which the school board is authorized to conduct school if the school board so determines. In the event a duty day is lost due to any emergency, the teacher agrees to perform duties on such other day in lieu thereof as determined by the school board.

Additional Services: The school board, or its designated representatives, may assign the teacher to extracurricular, co-curricular, or other assignments, subject to established compensation for such services which exceed the services authorized in paragraph 1. Said extracurricular, co-curricular or other assignments may be described in paragraph 6 of this contract or by letter of assignment, together with a recitation of the compensation, if any, to be paid for said assignment. The school board or its designated representative may make any additions or amendments during the duty year as shall be necessary. Said extracurricular, co-curricular, or other assignments and compensation, if any, for such assignment shall not become a part of the teacher's Continuing Contract rights unless the words "continuing contract" are recorded immediately following the assignment.

Reference: This contract shall be subject to the agreement between the school district and the exclusive representative if any, and the provisions of the Public Employment Labor Relations Act as amended.

Special Provisions:

In addition, said teacher agrees to perform the following additional services for the additional salary indicated:

Additional Service	Additional Compensation
1. _____	\$ _____

In Consideration thereof, the school board agrees to pay said teacher the following annual salary:

\$ 43,849.00 for basic services Step 3, Lane 1

\$ _____ for additional services as set forth in paragraph 6

\$ 43,849.00 Total salary, exclusive of fringe benefits

Such salary shall be paid as authorized and in such installments during the term of the year as may be determined by appropriate school board regulation. This contract shall be effective only after it has been authorized by the school board takes appropriate action recorded in its minutes, and executed by the parties.

IN WITNESS THEREOF I have subscribed my signature this _____ day of _____, _____

TEACHER _____

IN WITNESS THEREOF we have subscribed our signatures this _____ day of _____, _____

INDEPENDENT SCHOOL DISTRICT 717

CHAIRMAN _____

CLERK _____

Jordan Middle School Student/Parent Handbook 2013 – 2014

At Jordan Schools, we treat each other with Respect, take Responsibility for our learning and strive for a Safe and positive school for all!

Advisory Class

All students will be assigned to an Advisory class and Advisor for the entire year. Students will not earn grades in this class. Advisory is a class designed to encourage team building, school participation and serve as a support system for students at Jordan Middle School. It is a class filled with fun activities, important discussion topics and lessons.

Schedule Changes

Students at Jordan Middle School are strongly encouraged to take a music class. Students are not allowed to change their schedule by adding or dropping band or choir without permission. A Schedule Change form needs to be completed in the office. A parent signature is required along with a parent's written reason for dropping the class. The teacher will then approve or deny request. Final review will be done by the Principal in the office. No student may drop a class prior to a performance date. Dropping a class may result in a failed grade. All 5th grade students are required to take General Music. The school reserves the right to modify schedules as needed.

Attendance Policy

Jordan Middle School believes that children need to attend school consistently in order to be successful. Please attempt to schedule appointments outside of the school day. We ask for cooperation in getting students to school on time and on a regular basis. In accordance with Minnesota Mandatory Attendance Law (MN Stat. 121.101) students are required to be full time students and attend assigned classes every day that school is in session. School Administration has the right to verify any absence and to determine acceptability of absences.

Vacation Requests

Vacations during the school year are not recommended due to the volume of class and academics missed. **Parents/Guardians need to sign a Vacation Approval Form**, available in the office and the student is to have the request signed by all teachers **a minimum of FIVE days prior to a vacation**. The Principal will consider the following in the approval or rejection of a vacation request:

- ◆ Student shows satisfactory progress in academic standards
- ◆ Student exhibits appropriate behavior in school
- ◆ Student adheres to school attendance policy

After review by the Principal, if the vacation is denied, the parent/guardians will be notified. If approval is granted, make-up work that can be completed before or during vacation will be assigned. Vacations that do not go through this process will be unexcused. Make-up work is required.

Excused Absences May Include:

- ◆ Illness (Doctor's verification may be required by Administration)
- ◆ Death of a family member
- ◆ Required court appearance
- ◆ Religious Release

- ◆ Preplanned absences such as school related activities, dental/medical appointments that aren't able to be scheduled outside of the school day, vacations, etc. (verification may be required)
- ◆ **Vacations require a vacation approval form** to be completed prior to the dates of absence (the form must be signed by the principal and teachers; see vacation requests section)

*****Please note*****

- ◆ **Students must stop in the office whenever they leave school for any reason**
- ◆ **Unexcused Absences Include:**
 - ◆ Oversleeping
 - ◆ Missing the bus
 - ◆ Skipping class
 - ◆ Leaving building without permission
 - ◆ Personal reasons (if the absence is necessary but too sensitive to discuss, a phone call should be made to the Social Worker or Principal)
- ◆ **A note or call from the parent/guardian is required, but does not necessarily excuse the absence**

What To Do If Absent

A parent/guardian **must** notify the office on the morning of the student's absence. Otherwise, the school will notify parents; this is for the safety of all of our students. Parents/Guardians should call the **Attendance Line at (952) 492-4477**. When a student returns to school they **must** have a note/phone call on record in the office stating the reason for their absence or the absence will remain unexcused. Students will then be given an "Admit Slip" to allow them back into their classes.

School absences may result in the following:

- ◆ Parent phone call/written note/conference with administration
- ◆ Detention/In School Suspension
- ◆ Required doctors note or school nurse verification of any absence due to illness
- ◆ Referral to School Social Worker
- ◆ Referral to Scott County for Truancy in accordance with Minnesota Statutes

Truancy

If a student is frequently absent without lawful excuse, they may be considered truant according to state law. Habitual truancy concerns can be referred to the Scott County Attorney's office.

Homework/Make-Up Work

Make-up work for an extended illness (two or more days) can be found on the teacher's website. Go to: www.jordan.k12.mn.us this should be your **first step**. Calling a teacher's individual voice mail or emailing them for homework would be your **second step**. **Calling in a homework request to the office should only be done if the first two steps have been unsuccessful or you do not have access to the internet.** **Requests for homework must be received prior to 9:00 AM** in order to be gathered and ready by that days end. **Parents may pick up the work in the office by 3:00 pm.** For each day of absence, students will have two days to make up class-work. **Please note: Late work/homework policies are grade level specific. Consult with your classroom teachers for a copy of your grade level policies.**

Tardy Procedures

Students are expected to get to their designated classes before the second bell rings each hour. If students arrive after the bell without an excused pass, they are considered tardy. Unexcused tardies will result in a detention. After continued tardiness, a parent/principal conference may be held. A referral to the Social Worker and or the Scott County Attorney's office may be made.

Student Pickup

The routine for picking up students at the end of the day is designed for the student's safety. Please use the following procedure.

1. No parking along the side of the school building.
2. No parking in the driving lanes between the parking spaces.
3. Parking only in the designated parking lot spaces. Your child/children will come to your car in the lot. Parents are allowed to park in the parking lot spaces within the white lines of the pick-up parking zone.
4. Vehicles are allowed to exit at the northeast side of the parking lot when busses are loading.
5. If you have any questions, please contact the District Superintendent at 952-492-6200.

Detentions

We have two types of after-school detentions: Principal Sanctioned and Teacher Assigned. A written referral is given to the principal any time a behavior warrants an hour long after-school detention. Detentions are never to be served on the day assigned in order to allow parents to arrange transportation (unless staff is able to communicate with parents that day) these detentions will be served on Tuesdays and Thursdays in the detention room from 3:05 – 4:05 pm. Certified staff will supervise.

A Teacher Assigned Detention is a before or after school detention, usually to be served for 15 minutes in the teacher's room. The teacher needs to notify parents of the reason, date and time for the detention. Students are not expected to stay after on the day of the behavior unless the parents are notified **THAT DAY**. The school district is **NOT** responsible for the welfare or transportation of students following detention.

Consequences during school that do not require parent notification can include: no recess, cleaning lunch tables, cleaning hallways or classrooms and loss of school privileges. These can be assigned on the day of the behavior.

Student of the Month

One Thursday a month (November – May, please see school calendar), four students from each grade are nominated by the staff to be Student of the Month. Being nominated is based on the following criteria: displays acceptable behavior, displays a positive attitude, does his/her best work, and is kind and caring. All students assemble for an award presentation. Family members of the Students of the Month are invited by mail, to attend the presentation.

Dances

Once the dance starts the school doors are locked and students will not be admitted into the building. Students cannot leave the dance and re-enter. Dances are for JMS students only. All regular school rules are in effect during dances. Students who are absent on the day of the dance, will not be allowed into the dance. Poor school performance may also result in no admittance to dances.

School Closing Notice

WCCO Radio (830 AM), WCCO Channel 4, KSTP Channel 5, Fox 9 and KARE 11 are the official stations for notice of school closings, due to weather or other reasons. The announcements will be made as early as feasible. **Parents should call the Weather Line at 952-492-4200 for school closings or delays. They should not call the school or district offices unless the above mentioned options were unsuccessful.** The Jordan School District is part of the **SNOWCAP** network. If you would like to be notified by email or

phone text message of school cancellations or delays, we encourage you to sign up for this free service. Go to: <http://snowcaponline.net> to sign up. You must update your information each year.

Family Activity Night

Wednesday evening shall be designated as Family Night in Jordan. No school activities for students will be held that evening. All practices scheduled on that day will end at 6:15. This will allow families to plan family activities for their children.

School Lunch

Lunch money can be deposited into lunch accounts before school begins at the kitchen doorway. Ala-Carte items (additional snacks) are available at lunchtime on Fridays only. State law requires students to use only their lunch account. You cannot purchase lunch for others on your account. Free and Reduced lunch recipients must use additional money if they want to purchase additional items. Parents are able to put a "block" on their lunch account with a signed note or phone call to the kitchen staff. The "block" allows a parent to prohibit their children from purchasing additional food or ala carte items. Students are required to eat a lunch prior to purchasing food at the ala carte line. Parents may view their child's lunch account on line. You may obtain a lunch account ID number by calling Cheryl at 952-492-4417.

Insurance

The school does not carry medical insurance on students.

Illness

If a student becomes ill during the school day, they should report to the office. **Student must see nurse before parent is contacted.** We do not have the services of a full-time nurse. The parents or guardian will be contacted as soon as possible if a student becomes ill. If a student leaves school due to illness, the absence will be counted according to our attendance policy.

Immunization Requirements

All students entering 7th and 8th grade must show proof of current immunization status to be enrolled in Public Schools. The immunizations required are as follows:

- ◆ Tetanus booster on or after their 11th birthday
- ◆ Polio Immunization series (4 shots)
- ◆ Second MMR (Measles, Mumps, and Rubella)
- ◆ Hepatitis B Immunization series (3 shots)
- ◆ Varicella (Chicken Pox) must show proof of immunizations or date of disease (month / year) (first immunization and booster)

The only exemptions to Minnesota Immunization requirements are:

- ◆ Medical exemption
- ◆ Exemption due to conscientiously held beliefs against immunization, this requires a notarized signature.

All immunization dates must show month, day, and year received. The requirements for 5th and 6th graders are unchanged from their Kindergarten requirements. Immunizations for 7th grade students must be completed and the records turned into the middle school office by the second week of August. If immunization records are not received by the due date, there will be one reminder letter sent. If no records are received by the second week of school, students will not be able to attend school.

Health Policies

All prescription or non-prescription medications to be taken by a student during school hours **MUST** be kept in the office and administered by appropriate school personnel. Parents/Guardian or physicians must notify the office when medication is required to be taken at school and must provide the following:

1. A signed "Authorization to Administer Medications at School" form. A new form must be completed at the beginning of each new school year.
2. Non-prescription medications must come in the original labeled container, with a signed permission form.
3. Prescription medication must come to school in the original prescription container appropriately labeled by a pharmacy. The container will be labeled with the student's name, name of the medication and dosage, directions for administration, the name of the person licensed to prescribe, name of manufacturer of the drug and the date of the original issue or renewal.
4. Students are not allowed to have any medications, unless there is a written agreement between the school district, the prescriber and the parent (i.e. inhalers). Controlled substances are never to be carried by a student or self-administered.
5. **The school will not offer any medication to students.**

Should an accident/injury occur, first aid is given by school personnel and parents are notified. Any further medical attention beyond first aid is entirely the parent's responsibility. If parents or emergency contact person cannot be reached and a doctor's attention is necessary, 911 will be called.

Children should be kept at home if they have any of the following symptoms:

- ◆ Sore throat
- ◆ Nausea, vomiting
- ◆ Temperature of 100 degrees or more (must be fever free for 24 hours before returning to school)
- ◆ Diarrhea
- ◆ Skin rash
- ◆ Discharge from or inflamed eyes
- ◆ Earache or discharging ear
- ◆ Sores on the skin such as impetigo, scabies or ringworm
- ◆ Lice

If any of these occur, keep the child at home until recovered, call a family doctor for an accurate diagnosis and proper care.

If you have any health issues/concerns and or questions regarding immunizations, please contact the school nurse at 952-492-4232.

Telephone

***** It is not practical or convenient to call a student during class. ***** Student's names will be posted on the hallway TV monitors to notify them to come to the office to receive **necessary messages**. In EMERGENCY situations, students will be called to the office. Please note, unless an emergency, please call in messages for students **prior to 2:00 pm** in order to allow office staff to notify the student. The office telephone is for school business only. **A free local phone is located in the main office hallway for students to use. Also, it is important that students go through the approval of the office staff in order to go home for any reason once the school day has begun.**

Grading – Honor Roll

A letter system is used for evaluating scholastic achievement. Report cards are distributed at the end of each quarter. At the end of each quarter an honor roll is established which recognizes scholastic excellence. "A" honor roll = 3.67 – +, "B" honor roll = 3.0 – 3.66 average, based on a 4.0 point average. An A+ = 4.330, A = 4.000, A- = 3.670, B+ = 3.330, B = 3.000, B- = 2.670, C+ = 2.330, C = 2.000.

Incompletes on Report Cards

Report Card Incompletes must be made up as soon as possible after consulting with the respective teacher. Students with Incompletes are not included on the Honor Roll.

Use of Backpacks

Due to the safety of students, backpacks / book bags will not be allowed in the classrooms. Students are to come ready for class with their needed materials and textbooks. Jordan Middle School feels that this is important not only for a student's posture, but it also teaches organizational skills needed throughout life.

Lockers and Textbooks

Lockers, locks, and textbooks will be issued to students at the beginning of the year. They are the property of the school, and students are responsible for their care. Textbooks are required to have book covers. Any locker malfunction should be reported to the office. Students are cautioned not to keep money or valuables in their lockers. The school is **not responsible** for lost or stolen items. **DO NOT give out your locker combination to others.** Lockers are only to be used by the student it is assigned to. Under state law, lockers may be examined at any time by school officials.

School Bus Rules

Mission – It is the goal of I.S.D. #717 and Benjamin Bus Company to provide safe and efficient transportation for the students of the district. We believe that rider misbehavior sidetracks us from achieving this goal. As such, we support the majority who behave by firm and fair enforcement of these rules for all. Remember, riding the school bus is a **privilege**, not a right. Students that ride the Jordan buses should be at the designated bus stop on time (about 5 minutes before scheduled time). Students crossing the road after getting off the bus, must cross in front of the bus. Students in the Jordan Public and Parochial Schools are expected to obey and follow the rules listed below. The driver is fully in charge at all times. Students are to obey and respect the driver. Video cameras may be placed in buses to help enforce conduct and aid in student safety. Students are expected to follow these rules:

- ◆ No objects should be thrown on or off the bus.
- ◆ Ride assigned bus only and leave only at designated bus stop.
- ◆ No offensive language or obscene gestures.
- ◆ No animals on the bus.
- ◆ Riders are to follow directions of bus driver and keep body inside windows.
- ◆ Tobacco, alcohol, and chemicals are not allowed on the bus.
- ◆ No vandalism – restitution is required before the student will be allowed back on the bus.
- ◆ No use or possession of nuisance devices-matches, lighters, smoke bombs, fire crackers, squirt guns, etc.
- ◆ No tampering with emergency door.
- ◆ No fighting (striking other students).
- ◆ No food or pop consumed on bus (other than allowed by drivers for field trips, etc.)

*More severe penalties reserved, to reflect the increased risks, costs, and/or legal nature of infractions.

School Bus Penalties:

First violation – letter and/or a call will be made to the parents.

Second violation – loss of bus riding privileges for designated time.

Third violation – loss of bus riding privileges for remainder of the school year.

The school district and Principal reserve the right to extend or amend penalties for violations where appropriate. Any acts which may be construed as criminal shall be referred to the local police or Sheriff's Department. Persons with questions or suggestions should call 492-6200.

Visitors

School policy is that there will be NO visitors from other schools. This policy also includes recent graduates from our school. (Exceptions may be made only by the Principal).

Physical Education Uniform and Rules

6th through 8th grade students are expected to be dressed in an appropriate uniform for Phy. Ed. class which includes shorts or sweat pants. Students are also asked to purchase a shirt (during fall orientation) to be worn in class. After the third warning, a detention is given to students who do not dress appropriately for class.

Entrance into the Building

First class begins at 8:05. Students are to be in the classroom. It is preferred that students do not arrive at school prior to the first buses coming in (7:45 am). There is no hallway supervision from teachers until buses start arriving. Therefore, if students must arrive to our building early, they are required to go to the following areas: Grades 5 & 6 Lunch Room, Grades 7 & 8 Lecture Room. During the school day, students, parents and visitors must use the front door only. They will be let in using the security system.

Hallway Rules

Students will conduct themselves in an appropriate manner. Inappropriate behavior such as spitting, running, swearing, obscene gestures, littering, defacing property, etc. are not acceptable. School cleaning and/or detentions may be the result of an inability to act appropriately.

Alcohol, Tobacco and Narcotics

Use of alcohol and tobacco is forbidden by state law to anyone under the age of 21. Possession and use of narcotics without a prescription is illegal at any age. The school does not permit the use of tobacco, alcohol, or narcotics on school premises (parking lot), in the school building, at school activities or on school buses. We are a **tobacco free** school, this includes students and adults. Items containing alcohol or narcotics are subject to confiscation by school authorities. In the event of confiscation, the property will be made available to the student's parent/guardian by appointment with the Principal. Property may be released to legal authorities if appropriate. Possession or use of alcohol, tobacco or drugs on school grounds, at school events, or on school buses will result in immediate suspension from school.

ANYONE BRINGING FIREARMS, KNIVES OR OTHER POTENTIALLY DANGEROUS WEAPONS AS DETERMINED BY ADMINISTRATION (possession in a car, on the bus, in a locker, or any personal possession) IS SUBJECT TO IMMEDIATE EXPULSION.

School Records

The school has on file grades, attendance, standardized test scores, and discipline records that have resulted from a student's work since they began school. If a student has attended several different schools, the records have followed to this school and are on file here. Students and their parent/guardian may see the contents of these records by making an appointment to do so with the Principal or Social Worker. Student records or any part thereof cannot be transferred in writing or orally to any other place without consent --with the exception of enrollment at another public school in the state. All school records will be treated in accordance with the provisions of Public Law 93-380, passed by Congress in 1974 and Chapter 479 of the 1974 Session Laws of the State of Minnesota. These laws and procedures described on this page also apply to the records of all graduates of this school district.

Dress Code

Students are expected to show good taste and common sense in dress when in school. Appropriate dress reflects pride in school, student values, and helps to establish the tone of the school. Teachers will determine cases that may be in violation. Appropriate action will be taken. The Principal reserves the right to send any student home to change if necessary. Inappropriate clothes include, but are not limited to, clothes that bare profanity, advertise tobacco, drugs, alcohol use, display racist slogans or death

symbols, are gang related, or disruptive to the educational process. Torn or revealing clothing are not accepted as appropriate attire; nor those with sexual innuendos. No hats, bandanas, "short shorts", midriff shirts, tank tops which expose bra straps, spaghetti straps, or sunglasses allowed. Again the Principal's decision is final. Please use good taste when coming to school.

Sales

Students may not sell food, or candy to the student body without the permission of the Principal. All fund raising activities must be cleared through the Principal.

Nuisance Devices/Technology Items

Students who have or use nuisance devices while in school (firecrackers, water pistols, water balloons, smoke bombs) can be suspended from school until a parent conference is held. Depending on the seriousness of the infraction, police may be called to deal with the situation. This includes behavior on school grounds, school events, and school buses. Technology items such as cell phones, etc. should be left at home. **Technology items (cell phones, etc.), must be turned off during the school day.** If cell phones or items are used during the day without permission, staff may confiscate item and parents will be allowed to pick up item from the office. The school is **not responsible** for lost or stolen items.

Fees

Public Education for students is free for all Minnesota residents. However, fees may be charged to you under the following circumstances;

1. A minimal fee will be charged for class projects in classes such as FACS, Industrial Arts, Art, etc. Students opting to do projects other than the one chosen for the class will pay for all supplies. In either case, the project belongs to the student after it has been paid for.
2. If a student causes any unduly damage to any equipment, textbooks or materials, they are required to pay the cost to restore the item.
3. Students may be required to pay the cost of field trips.
4. There is a fee to purchase Middle School yearbooks, should the student elect to order.
5. Admission fees for plays, athletic events and other programs or activities which the student may choose to attend.
6. Physical Education T-Shirts will need to be purchased for students in grades 6 – 8. T-Shirts can be purchased during Orientation night.
7. Students are required to furnish their own paper, pencils, pens, notebooks, graph paper, sketch pads, gym clothes, tennis and athletic shoes and other items on their suggested school supply list.
8. Students will purchase a school issued planner for \$5.00; it is a requirement for Jordan Middle School.

Incurred Fees

Fees unpaid within 30 days of the end of the school year may be collected through action in small claims court or other appropriate means. These procedures are in accordance with and governed by the MINNESOTA PUBLIC SCHOOL FEE LAW, MSA 120.71 –120.76.

Activities

Students are encouraged to participate in the activities available at Jordan Middle School. They include Athletics, Band, Choir, School Plays, Student Council, Knowledge Bowl, Math Masters, Middle School Newspaper, Memory Book and Targeted Services. All students are encouraged to become involved in these activities. Activities make Jordan Middle School both more enjoyable and more meaningful. All school activities, whether associated with the high school league or not, will follow the rules for eligibility set down by the league. All activities will also follow the rules for academic eligibility as set by the school. These rules are included below.

Extracurricular Student Eligibility Standards (Grades 7 – 8)

Any student who chooses to participate in an extracurricular activity at the Jordan Middle School I (including all interscholastic activities) is required to:

- ◆ Abide by all rules as mandated by the High School League
- ◆ Maintain passing grades in all classes (no failures)
- ◆ Maintain a GPA average of 1.67 (C-)
- ◆ Maintain acceptable standards of conduct in the classroom. If behavior is unsatisfactory, the student must attend a parent-teacher conference
- ◆ Special Education students must be making progress on IEP goals (IEP is in place at the beginning of the season). Unless a student has been referred by staff to the Special Education Team for additional help.

Student grades will be reviewed each week. (An incomplete will not affect this policy unless it results in an F). A student in violation of this standard will be ineligible to participate for the next week or until grades are up. The committee will review student's grades, if satisfactory progress is shown; the student will be able to continue participation in interscholastic activities. If satisfactory progress is not shown in all classes, the student will be withheld from participation until grades improve. If no request is made, the student remains ineligible.

Information meetings will be held for students to explain the High School League Rules related to chemical use/abuse.

Chemical Use/Abuse Violations result in the following:

- ** 1st violation – 2 events or 2 weeks
- ** 2nd violation – 6 events or 3 weeks
- ** 3rd violation – 12 events or 4 weeks (whichever is greater)

***** JMS also runs its own requirements; they will be given out at the beginning of each sport season.**

Title IX

Any student who believes he or she has been discriminated against, denied a benefit, or excluded from participation in any district education program or activity on the basis of sex, race or religion, in violation of Title IX, may file a written complaint with the Superintendent.

Notice Concerning Use of Pest Control Materials

In 2000 our Legislature passed a law requiring us to notify parents of our use of pesticides. Our district utilizes a licensed professional to do the bulk of our pest control prevention for rodents, insects, and other pests in and around the district's buildings. In addition, our maintenance staff will also institute preventive measures when deemed necessary. We also use herbicides and other materials on our school grounds.

The long term effects on children from the application of such pest control or herbicide materials may not be fully understood.

An estimated schedule of interior pest control treatment and herbicide applications is available in the district office for your inspection. Parents of students may request to receive, at their expense, prior notification of any application of a pest control material or herbicide, should an application be deemed necessary on a day different from the days specified in the schedule.

Jordan Middle School Student Discipline Plan

Students who violate school rules will be penalized. Any time a student breaks a rule the parents may be called. Below are offenses and the penalties that may occur.

Violation	First Offense	Second Offense	Subsequent Offenses
Use or possession of tobacco, matches or lighter	2 – 3 day suspension Contact parents and Law Enforcement	3 day suspension Contact parents Contact Law Enforcement	Up to 5 days suspension Contact Law Enforcement
Theft, buying or receiving stolen goods	Return, replace – 1 – 5 day suspension Call parents	Return, replace 1 – 5 day suspension Contact parents & Law Enforcement	Suspension & Expulsion proceed
Fighting	1 – 3 day suspension Parent Conference	To be determined by Principal	To be determined by Principal
Assault / Staff or Student	Suspension Possible Expulsion	Expulsion	
Vandalism	Pay Cost, 1 – 2 day Custodial Help	Pay Cost, 3 – 5 day custodial help	Suspension
Disruptive Conduct	1 – 2 day Detention	ISS – 1 Day	Suspension & Parent Conference
Excessive Absence and/or Tardy / Skipping	Parent contact Make up lost time x2	Increased Detention or ISS Parent Conference	Truancy referral to Scott County Attorney/ School Social Worker involved
Abusive Language	Detention	Detention or ISS	Suspension
Cafeteria Misconduct	Cleaning Tables	Sit alone in designated area & clean tables	Parent Notified Possible suspension from cafeteria
Cheating	Automatic 0 Letter Home	Parent Conference F for Quarter	
Weapons	Expulsion	Contact parents & Law Enforcement	
Spitting	2 hours of cleaning	4 hours of cleaning	1 – 2 days of ISS
Squirt Guns or Water Device Use	1 – 3 hours custodial help	1 day of ISS & Letter home to parents	1 – 3 days of suspension
Harassment / Threats Bullying	Warning – Possible Detention	1 – 2 days detention Call home	1 – 2 days of ISS Contact parents
Use or Possession of Drugs or Alcohol	5 days suspension Contact parents & Law Enforcement	5 days suspension Contact parents & Law Enforcement Look at beginning expulsion proceedings	
Inappropriate Touching (Hitting, Kicking, etc)	Warning – Detention	Detention or ISS Contact parents	ISS Parent Conference

**Cursing a teacher or substitute is subject to immediate suspension.

**Students who give substitute teachers a hard time will receive no less than two days of detention. Students should try to help a substitute, not make them miserable!

**Final say on all detentions and suspensions, will be up to the Principal of the building.

**Parents – Please remember that all of these rules are here so that the students in this building will have the best possible chance to learn.

***NOTE: **ISS** – In-School Suspension
Suspension – Students will be asked to stay away from the school for the days of suspension
Expulsion – Permanently dismissed from the school

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. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, it is the school district's intent to prevent bullying and to take action to investigate, respond, remediate, and discipline those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behavior.

II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school 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. 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 Web site 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.
- 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 one or more students and which substantially interferes with another student's or students' educational benefits, opportunities, or performance. Bullying includes, but is not limited to; conduct by a student against another student that a reasonable person under the circumstances knows or should know has the effect of:
 - 1. harming a student;

2. damaging a student's property;
 3. placing a student in reasonable fear of harm to his or her person or property; or
 4. creating a hostile educational environment for a student.
- B. "Immediately" means as soon as possible but in no event longer than 24 hours.
- C. "On school district property or at school-related functions" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

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 shall report the alleged acts immediately to an appropriate school district official designated by this policy. A student 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 principal 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 principal's designee or the building supervisor is the person responsible for receiving reports of bullying at the building level. Any person may report bullying directly to a school district human rights officer or the superintendent.
- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who receives a report of, observes, or has other knowledge or belief of conduct that may constitute bullying shall inform the building principal immediately.

- 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 school district officials or a third party designated by the school district.
- B. The school district may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of 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, based on a confirmed report.

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, 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, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent 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 to 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.

526 HAZING PROHIBITION

I. PURPOSE

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

II. GENERAL STATEMENT OF POLICY

- A. No student, teacher, administrator, volunteer, contractor or other employee of the school district shall plan, direct, encourage, aid or engage in hazing.
- B. No teacher, administrator, volunteer, contractor or other employee of the school district shall permit, condone or tolerate hazing.
- C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.

- D. This policy applies to behavior that occurs on or off school property and during and after school hours.
- E. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.
- F. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

- A. “Hazing” means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other purpose. The term hazing includes, but is not limited to:
 - 1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking or placing a harmful substance on the body.
 - 2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 - 3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 - 4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
 - 5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.
- B. “Student organization” means a group, club or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy.
- B. The building principal is the person responsible for receiving reports of hazing at the building level. Any person may report hazing directly to a school district human rights officer or to the superintendent.
- C. Teachers, administrators, volunteers, contractors and other employees of the school district shall be particularly alert to possible situations, circumstances or events which might include hazing. Any such person who receives a report of, observes, or has other knowledge or belief of conduct which may constitute hazing shall inform the building principal immediately.

- D. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades or work assignments.

V. SCHOOL DISTRICT ACTION

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

VI. REPRISAL

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

VII. DISSEMINATION OF POLICY

This policy shall appear in each school's student handbook and in each school's Building and Staff handbooks.

Jordan Community Education & Recreation

500 Sunset Drive • Jordan, MN 55352 • (952) 492-6211 • Nathan Warden, Director

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Proposed Summer Community Education Workers Pay Increase

Current	Proposed
High School Students - \$7.50/hour	High School Students - \$7.50/hour
Post high School - \$8.50/hour	Post High School - \$9/hour
Adult Para - \$12.50	Adult Para - \$13

Two years ago the practice had been to offer these monthly hourly positions at the same rate of pay. The rationale for those who have more seniority is that they have had the option of the most hours and then we fill in with the rest of the workers. Using this approach we have not had levels of pay. Our last increase to the current rates of pay was 2 years ago.

Being new to the position, I am not aware of the difficulty of finding help or of the budget implications. My opinion would be to increase the level of pay to the post high school students as well as the adult para's. The high school students can remain at the same level.

Chef Marshall O'Brien Agreement

THIS AGREEMENT is made and entered into as of July 8, 2013, by and between Chef Marshall O'Brien LLC, a Minnesota LLC (herein called "CMO") and Jordan Independent School District No. 717 (herein called the "District").

The District hereby employs CMO for a term of four months (4), commencing on August 1, 2013, and continuing until October 31, 2013. This agreement shall renew upon mutual agreement of both parties. The cost to renew this agreement shall be determined at that time.

1). Duties of CMO

During this period CMO shall assist the District in improving K-12 students' diet and awareness of healthy foods through an enhanced school lunch (and breakfast program if appropriate) and an aggressive plan to enroll parents to reinforce and encourage students to continue these healthy eating habits when they are not in school. The school (breakfast and) lunch program will provide nutritious meals that will meet the USDA regulations.

The details of this plan are described on Attachment A.

2). Duties of District

During this period the District shall support CMO in its efforts described above and in Attachment A. Depending upon the services contracted this support may include school websites, newsletters, school staff and assistance with the school PTA's/PTO's.

3). Compensation

The District shall compensate CMO per the payment schedule detailed on Attachment B. Payments will be due on the first of the month starting August 1, 2013. CMO shall issue an invoice each month to the required location for payment.

4.) Termination

A. Contract Cancellation by District - This contract or any item in this contract may be cancelled or terminated for any reason after giving thirty (30) calendar days advanced notification in writing of intent to cancel or terminate the contract or any item in the contract.

B. Contract Cancellation by CMO – In the event CMO elects to cancel or terminate the contract advanced written notification of at least forty five (45) calendar days prior to date of cancellation or at the end of the contract period is required. This contract may be terminated at any time on thirty (30) days notice upon mutual agreement of both parties or upon the discretion of the district in a shorter period of time if the terms of the contract are violated in any way, including

but not limited to dishonesty or misconduct that is detrimental to the best interest and reputation of the school district.

5.) Contact

A. All correspondence to CMO shall be sent to

Chef Marshall O'Brien LLC

PO Box 24858

Minneapolis, MN 55424

B. All correspondence to the District shall be sent to

Cheryl Schmieg – Head Cook

Jordan Independent School District

600 Sunset Drive

Jordan, MN 55352

6). This Agreement shall be interpreted and its validity and effect determined under and in accordance with the laws of the State of Minnesota.

7). This Agreement embodies the entire agreement and understanding between CMO and the District and supersedes all prior agreements and understandings relating to this matter between CMO and the District. This Agreement may be modified or amended only in writing signed by CMO and the District.

("CMO")

("District")

By: _____

By: _____

It's President

Date: _____

Date: _____

ATTACHMENT A

Healthy Living Enhancement Program:

1. Existing lunch program – CMO will provide new recipes to enhance flavor, enhance vegetable and fruit variety and increase nutrients, while complying with USDA and budgetary guidelines. These will be provided on a monthly basis via electronic means – either email or via secure server access.
2. CMO will assist in the training of individual schools’ food service staff to implement healthy eating through better preparation and healthy flavor substitutions. Training tips to staff will be provided via a monthly e-newsletter that the district may distribute. Periodic training videos also will be available for download via a secure web server.
3. On a quarterly basis, CMO will conduct a review of the program with the District via email survey and, if deemed necessary, via teleconference or web conference. The District may institute a feedback procedure to evaluate the progress in their moves to healthy eating and the students’ attitude on the taste and appearance of the food being served. If they do so they will share the results of the feedback with CMO so that CMO can be of greater assistance in the future.
4. The District may institute a feedback procedure to evaluate the progress in their moves to healthy eating and the students’ attitude on the taste and appearance of the food being served. If they do so they will share the results of the feedback with CMO so that CMO can be of greater assistance in the future.
5. Parents - Engage parents on importance of incorporating healthy eating into daily meals.
 - a. Work with school PTA’s/PTO’s to help deliver the healthy eating messages.
 - b. Get parents and students to visit CMO’s web site for weekly tips on healthy eating and cooking
 - c. Create a place on the CMO web site for parent/student healthy eating and cooking tips
 - d. All communication through the schools and the district will be approved through the district communication office.
6. Communication channels – Contact parents/students using existing school newsletters and websites, social media platforms (FaceBook, twitter, Google +), CMO’s web site and the PTA/PTO to reinforce our message consistently and thoughtfully. Examples – weekly simple, comments with CMO sharing a tip or announcement. The cafeteria staff will be asked to assist in getting out the proper message. All communication through the schools and the district will be approved through the district communication office.

7. Chef Marshall O'Brien – Work with the District to create a relationship between the District and the students to build trust, and have the district be the “face”/consistent resource/messenger that healthy eating can taste great and be a wonderful choice to help maximize learning potential and lead a happy life. The District shall use Chef Marshall O'Brien as they see fit to achieve these goals.
8. The District may institute a feedback procedure to evaluate the progress in their moves to healthy eating and the students' attitude on the taste and appearance of the food being served. If they do so they will share the results of the feedback with CMO so that CMO can be of greater assistance in the future.
9. CMO will supply a monthly timeline which the District shall review and modify to implement the plans and procedures of the District.

ATTACHMENT B

Compensation shall be paid at the following rates:

Monthly Invoice - \$1200 August through October

Total Cost (for a 4 month period) - \$4,800

Invoices are due on the 1st of each month

**RESOLUTION RELATING TO THE ELECTION
OF SCHOOL BOARD MEMBERS
AND CALLING THE SCHOOL DISTRICT GENERAL ELECTION**

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

1. It is necessary for the school district to hold its general election for the purpose of electing four school board members for terms of four (4) years each.
2. The general election is hereby called and directed to be held on Tuesday, the 5th day of November, 2013, between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m.
3. Pursuant to Minnesota Statutes, Section 205A.11, the school district combined polling places and the precincts served by those polling places, as previously established and designated by school board resolution for school district elections not held on the day of a statewide election, are hereby designated for said general election.
4. The clerk is hereby authorized and directed to cause written notice of said general election to be provided to the county auditor of each county in which the school district is located, in whole or in part, at least seventy-four (74) days before the date of said election. The notice shall include the date of said general election and the office or offices to be voted on at said general election.

The clerk is hereby authorized and directed to cause notice of said general election to be posted at the administrative offices of the school district at least ten (10) days before the date of said general election.

The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said general election and to cause a sample ballot to be posted in each polling place on election day. The sample ballot shall not be printed on the same color paper as the official ballot. The sample ballot for a polling place must reflect the offices, candidates and rotation sequence on the ballots used in that polling place.

The clerk is hereby authorized and directed to cause notice of said general election to be published in the official newspaper of the school district for two (2) consecutive weeks with the last publication being at least one (1) week before the date of the election.

The notice of election so posted and published shall state the offices to be filled set forth in the form of ballot below, and shall include information concerning each established precinct and polling place.

5. The clerk is authorized and directed to secure ballot boxes for the deposit of ballots at each polling place, to acquire and distribute such election materials as may be necessary for the proper conduct of this election, and generally to cooperate with election authorities conducting other elections on that date.

6. The clerk is further authorized and directed to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form, color and instructions as may be necessary to accommodate an optical scan voting system.

SCHOOL DISTRICT BALLOT

**INDEPENDENT SCHOOL DISTRICT NO. 717
JORDAN PUBLIC SCHOOLS
GENERAL ELECTION
NOVEMBER 5, 2013**

**SCHOOL BOARD MEMBER
VOTE FOR UP TO FOUR**

↓ Put an (X) in the square opposite the name of each candidate you wish to vote for.
You may vote for a maximum of 4

CANDIDATE _____
write-in, if any

CANDIDATE _____
write-in, if any

CANDIDATE _____
write-in, if any

CANDIDATE _____
write-in, if any

On the back of all ballots shall be printed "OFFICIAL BALLOT," the date of the election, and lines for the initials of two judges. The printing shall be so placed as to be visible when the ballot is properly folded for deposit.

7. The name of each candidate for office at this election shall be rotated with the name of the other candidates for the same office so that the name of each candidate appears substantially an equal number of times at the top, at the bottom and at each intermediate place in the group of candidates for that office.

8. If the school district will be contracting to print the ballots for this election, the clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract in excess of \$1,000 is awarded for printing ballots, the

printer shall furnish, in accordance with Minnesota Statutes, Section 204D.04, a sufficient bond, letter of credit, or certified check acceptable to the clerk in an amount not less than \$1,000 conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The clerk shall set the amount of the bond, letter of credit, or certified check in an amount equal to the value of the purchase.

9. The following individuals, each of whom is qualified to serve as an election judge, are hereby appointed as judges of election, to act as such at the respective polling places listed below:

Polling Place

Jordan Middle School
500 Sunset Drive
Jordan, Minnesota

Election Judges

Julie Hennes – Head Election Judge
Kathy Lopic
Jerry Langsweirdt
Colleen Eischens

The election judges shall act as clerks of election, count the ballots cast and submit the results to the school board for canvass in the manner provided for other school district elections.

[Non-Escrow]

RESOLUTION OF GOVERNING BODY

At a duly called meeting of the governing body of Lessee held in accordance with all applicable legal requirements, including open meeting laws, on the ____ day of _____, 20___, the following resolution was introduced and adopted:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER GOVERNMENTAL LEASE-PURCHASE AGREEMENT, SUPPLEMENT NO. 4941-1 AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the governing body of Independent School District No. 717 ("Lessee") desires to obtain certain equipment (the "Equipment") described in Supplement No. 4941-1 to the Master Governmental Lease-Purchase Agreement (collectively, the "Lease") with Lease Finance Group, Inc. ("Lessor"), the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, the Equipment is essential for the Lessee to perform its governmental functions; and

WHEREAS, the funds made available under the Lease will be applied to the acquisition of the Equipment in accordance with such Lease; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, Lessee proposes to enter into the Lease with Lessor substantially in the form presented to this meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Lease in the form presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Lease and the acquisition and financing of the Equipment under the terms and conditions as described in the Lease are hereby approved. The _____ of Lessee and any other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Lease with any changes, insertions and omissions therein as may be approved by the officers who execute the Lease, such approval to be conclusively evidenced by such execution and delivery of the Lease. The _____ of the Lessee and any other officer of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Lease and attest the same.

Section 3. The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits

and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Lease.

Section 4. Pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code"), Lessee hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the Lease executed on behalf of Lessee is the same as presented at such meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

Date: _____, 20__

Independent School District No. 717

By: _____
Title: _____
Address: _____

Attention: _____
Telephone: _____
Facsimile: _____

INCUMBENCY CERTIFICATE

I, _____, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of Independent School District No. 717, a political subdivision or agency duly organized and existing under the laws of the State of Minnesota that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (I) the signatures set opposite their respective names and titles are their true and authentic signatures and (II) such officers have the authority on behalf of such entity to enter into that certain Master Governmental Lease-Purchase Agreement dated July 8, 2013 and any Supplements thereto between such entity and Lease Finance Group, Inc. (Lessor).

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 2013.

SECRETARY/CLERK

Board Goals for 2013-2014

During the 2013-2014 school year, the Jordan Board of Education will:

Facilities and Land Use:

- 1) Complete a master plan for the entire school district.
 - Develop a future land usage plan by examining the land survey and demographer's report, to determine needs in both land usage and building capacity.
 - Run a referendum in 2014 to support necessary renovations and upgrades of all buildings, in order to support the growing needs of our district.

Curriculum and Instruction:

- 1) See continual improvement in student achievement.
 - The Board will review and act on building goals presented by the administration in August.
 - The Board will support the construction of a new curriculum committee to create a 21st century curriculum review cycle that recognizes that standards are the basis of instruction.
- 2) Approve finalized principal and teacher evaluation models, in accordance with state law.
- 3) The administrative team will provide monthly reports on the progress of current district initiatives, i.e. flipping/flex grouping, while providing constructive feedback on possible future action items related to those initiatives, such as STEM or STEAM.

Communication:

- 1) Increase transparency of the Board to all stakeholders, through improved communications and meaningful participation.
 - Update the current Communication Plan, which outlines various strategies to increase communication to the public.
 - Board will complete the first session in the Teamworks Interational strategic planning approach and will explore the remaining components of the program.
 - Board will complete a self-evaluation and incorporate the findings.

Finance:

- 1) Maintain a fund balance of 45 days for the school district, in accordance with Policy 714.
 - Board will form a Finance Committee which will meet monthly with the Superintendent and Finance Director for budget updates.
 - Board will attend MSBA-related trainings.

Communication Plan 2013-2014

The goal of the Communication plan is to promote community, staff and parental interaction (along with the Board) to ensure that all people have accurate and complete information about issues regarding our school district.

1. The Meet and Confer committee will meet on 10/09/2013, 1/15/2014 and 4/16/2013 at 3:30 p.m.. (dates to be approved)
2. In addition to Meet and Confer, Board members will go to each building at least one time during the school year for an informal "meet and greet" with staff (rolls provided), for a total of 3 additional meetings. The dates are: 11/04/13 at the middle school, 1/20/2014 at the elementary school and 3/31/2014 at the high school (tentative dates to be approved by each school). These are workshop days and Board members will arrive at 7:15 in order to serve coffee and rolls.
3. Attend the staff breakfasts on the opening and last days of the school year. Board members are also expected to attend graduation in order to promote positive community relations.
4. Continue to send meeting notes to all staff (and the JI) on the day after each Board meeting (this will be rotated among Board members).
5. Communications Committee will continue to submit articles to the Journalist to describe what the Board has done in the previous months. Deadlines are 11/01/13 for winter, and 1/31/14 for spring/summer and 7/01/14 for fall.
6. Continue to have a student volunteer run the camera at each Board meeting, to ensure that people can be heard and seen on tape.
7. Place posters that list the board goals in each of the district buildings (so that parents, staff, students and anyone who enters the building are aware of the goals we have set).
8. The Communications Committee will have an annual meeting with Jordan Independent staff to continue to build a positive relationship with the newspaper staff. We would like to especially address the issue of having school updates provide information regarding what is currently going on in the school.

9. The Superintendent will provide the Board with a weekly update via e-mail that encompasses updates from the administrators.
10. The Board will conduct a minimum of one Town Hall meeting per year, so that community members can ask questions, propose solutions and voice opinions.
11. The Communications Committee will develop a survey to be sent to MASA to determine how social media is used in other districts and what policies are in place.

Customer Information	
Customer Name: Jordan Public School District	Client Type: <u>Public</u>
Billing Address: <u>500 Sunset Dr</u>	Database: <u>TIES</u>
City: <u>Jordan</u> St: <u>MN</u> Zip: <u>55352</u>	Caller ID: <u>952-492-6200</u>
Contact: <u>Matt Helgerson</u>	Enrollment: <u>1,800</u>
Contact Email: <u>mhelgerson@isd717.org</u>	Start Date: <u>8/1/2013</u>
Contact Phone: <u>952-492-6200</u> Contact Fax: _____	End Date: <u>9/1/2016</u>

Plans	Base	Plus	Additional Services
Features:	_____	X	
Unlimited Voice, Email, Text & Polling	Included	Included	<p>Includes 1 CyberBully Hotline number, wallet cards, and CyberBully Hotline posters</p> <p>Custom Intro on ALF _____</p> <p>Custom Intro or Removal _____</p> <p>Enhanced Attendance _____</p> <p>EZ Bus Stop Alert _____</p> <p>Homework Hotline _____</p> <p>Message of the Day _____</p> <p>Development Office Call Pack _____</p> <p>Development Office Email Pack _____</p> <p>Region 1 Hosting Fee _____</p>
Database Integration (EZ Data Sync)	Included	Included	
Free SchoolReach App & Parent App	Included	Included	
Social Network Integration	Included	Included	
Message Retrieval Line	Included	Included	
Alternate Languages	Included	Included	
Staff Account Management (SAM)	Included	Included	
Phone Surveys	Included	Included	
Document Center	Included	Included	
24/7/365 Customer Service	Included	Included	
Attendance Notification (EZ Attendance)		Included	
Lunch Balance Notification (EZ Lunch)		Included	

Payment	Credit Card Information
Purchase Order #: _____ SR Price/Student: <u>\$2.00</u> Total Due: <u>\$3,600.00</u>	<p>To pay by credit card please call 800-420-1479 or provide your credit card information in the Payment Section to the right.</p> Name: _____ Credit Card #: _____ Expiration Date: _____ CVV: _____

Additional Information

This is a three year annual pay contract. Based on 1800 students, Years 2 and 3 will be invoiced upon anniversary date for \$3600.00

Anniversary Dates will be 8/1/2014 and 8/1/2015.

Special- Summer Promotion- "Plus" package for the price of the "Base" Package!! Summer Promotion ends 8/15/2013 (only applies to new customers)

Service Acceptance

By signing the Service Agreement, you agree to the Terms & Conditions Agreement provided. Terms & Conditions can also be found after login at download.schoolreach.com

Customer Signature: _____ Printed Name: _____ Title: _____ Date: _____	GroupCast Signature: _____ Printed Name: _____ Date: _____
--	--

Office Use Only

Invoice #: _____ Sales Rep: Jason Scheper PIN #: _____

Invoice Date: _____ Partnership: Cooperative # of PIN's: **4** # of Hotlines: _____

SouthWest Metro Educational

Terms & Conditions Agreement

"GroupCast" "SchoolReach" "we" "us" or "our" refers to GroupCast LLC, acting on behalf of its affiliates doing business as SchoolReach. "You" "Your" "User" refers to the person or entity that is the customer of record.

1. Personal Identification Number(s) "PIN"

GroupCast shall provide you with a Personal Identification Number(s), which is used to access the GroupCast Message Broadcast System (GMBS). You are solely responsible for the security and proper use of your PIN(s) and for all usage fees and other liabilities arising from use of your PIN(s). A \$75.00 service fee per PIN will be assessed in the event you forget, lose, or compromise the security of your PIN(s) or want to change your PIN(s).

2. Unlimited Calling, E-mailing & Texting Restriction

You may send unlimited calls, emails and texts during the term of this Agreement to the recipient numbers and email addresses based on the enrollment number provided (qualifying personnel included in service at no extra charge) at the time of sign up or renewal date. Calls and texts will be limited to the North American Numbering Plan. International phone numbers may be billed at a separate rate agreed upon between the Customer and GroupCast. Valid recipients include (1) for schools: parents, guardians, students, employees, faculty, and administrative staff (2) for churches: congregation members & (3) for businesses: staff, employees, customers and potential customers excluding calls regarding commercial solicitation. Calls, emails, or texts to others outside of this enrollment and qualifying personnel are strictly prohibited.

3. Call Pack Plans

For plans that are not unlimited, delivered calls (a call is considered a 30 second message or less) that exceed the number of calls in your account will be billed at your current usage rate price. Remaining calls at end of an annual term will expire.

4. Confidentiality

"Except to the extent disclosure" is otherwise required by law, the customer shall hold in confidence all information received from GroupCast, that is not already in the public domain, and shall not use such information for any purpose other than to access and use GMBS in accordance with this Agreement. GroupCast will hold all customer information in the strictest confidence and will not be sold or provided to any other entity under any circumstances, except as required by law or court order.

5. Payment Policy

You shall be invoiced upon signature of the Service Agreement. Payment is due upon 30 days of signature or upon the billing terms as listed and agreed upon in the Service Agreement. Offers are valid up to 60 days from original quote date (some special promotion offer may not apply to the full 60 days). GroupCast reserves the right to verify the customer's credit history and financial condition as a prerequisite to initiating service. Customers shall be responsible for all sales taxes, telecom surcharges, or one-time charges that may be applicable on the services ordered. Past-due balances may be subject to an interest charge of 1.5% per month (18% APR). If user fails to pay amounts due, the account will be assigned to a collection agency for collection of the past due amounts and cost of the collection process will be added to the past due amount as permitted by law.

6. Service Cancellation & Early Termination

You may cancel service within 90 days from the original start date to qualify for a refund. Cancel service within 30 days for a full refund or cancel service between 31-90 days for a refund minus any usage charges incurred during the period (\$0.25/minute). All services used over 90 days will not be refundable. If your Service Commitment includes a multiple year term, the Early Termination Fee will be the higher of \$0.75/student minus \$0.02/student for each full month of your Service Commitment that you complete, or incurred usage charges (\$0.25/minute) in the current annual term. No partial month refunds. Cancellation notices must be emailed to cancellation@groupcast.com or mailed to 9735 Landmark Parkway, Suite 100, Saint Louis, MO 63127.

7. Service Commitment

Your Agreement begins on the day we activate your Services and continues through the Term of Service specified on your Service Agreement. AT THE END OF YOUR SERVICE COMMITMENT, THIS AGREEMENT WILL AUTOMATICALLY RENEW ON A YEAR-BY-YEAR BASIS. GroupCast reserves the right to cancel, terminate or discontinue service at anytime for any reason GroupCast deems appropriate. An updated enrollment count will be collected at the start of every renewal term. A 30 day notice for cancellation must be received either by calling 800-420-1479, by emailing cancellation@groupcast.com or mailing 9735 Landmark Parkway, Suite 100, Saint Louis, MO 63127.

8. Customer Represents and Warrants

Customer represents and warrants that (1) User is knowledgeable concerning the restrictions under federal, state and local laws and regulations that may apply to customer's use of the GMBS and other automated communications services ordered hereunder, and (2) each use by the user of the GMBS shall comply in all respects with all such applicable laws and regulations, including but not limited to the type and identity of each call recipient, transmission of a valid caller-ID, customer's relationship to each call recipient, the call date and time selected by the user and the content and timing of each call. Any unlawful use by the user of the GMBS is strictly prohibited. Customer and the person executing this Agreement jointly and severally represents and warrant that such person is duly authorized to execute and deliver this Agreement on behalf of the customer.

9. Missouri Law

This Agreement will be governed by the laws of the state of Missouri. The prevailing party in any suit or proceeding to enforce this Agreement shall be entitled to recover from the non-prevailing party reasonable attorney fees and other costs of collection.

10. GroupCast Liability

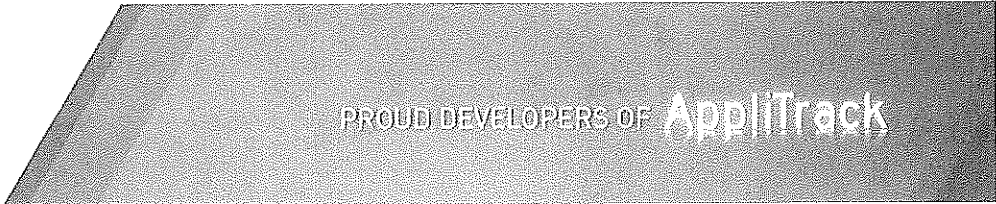
THE AGGREGATE LIABILITY OF GROUCAST FOR CONTRACT-BASED DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE PORTION OF THE FEES PAID BY CUSTOMER TO GROUCAST FOR ANY DEFECTIVE OR UNPERFORMED TELEPHONE MESSAGE BROADCAST SERVICE, OR ANY OTHER SERVICES ORDERED HEREUNDER, UNLESS CAUSED BY PRODUCT FAILURE OR GROUCAST'S NEGLIGENCE; PROVIDED THAT TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, GROUCAST WILL IN NO EVENT BE LIABLE FOR (1) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF PROFITS) OR PUNITIVE DAMAGES OR (2) ANY DEFECT IN OR NON PERFORMANCE OF ANY TELEPHONE MESSAGE BROADCAST SERVICE CAUSED BY CUSTOMER, ANY THIRD PARTY OR ANY CAUSE BEYOND GROUCAST'S REASONABLE AND DIRECT CONTROL.

11. Changes to Terms & Conditions

We may change any terms, conditions, APR rates, fees, expenses, or charges regarding your Services at any time. We may provide you with notice of material changes either in your Service Agreement or separately as Term of Use. Changes may also be found in the Terms & Conditions after login at download.schoolreach.com.

12. Invalidity

The invalidity or unenforceability of any term or provision of this Agreement shall ~~not~~ way impair or affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.



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LIFETIME SATISFACTION/MONEY BACK GUARANTEE

Our goal is for you to be comfortable with your decision to purchase AppliTrack, even *after* you've made your decision. Therefore, should you ever choose to discontinue service, we will gladly refund your money for any unused months of service for which you have already paid throughout your entire time with AppliTrack. With a renewal rate of over 99.9% for 12 years, we are quite comfortable with this proposition!

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SWITCH TO APPLITRACK SPECIAL OFFER

We do not take our clients business for granted and know that we must continually "earn our keep". Therefore, we will allow any organization that currently is under contract with a competing system free AppliTrack service until your current contract expires. Let us use this time to prove why we are the market leader!

FIND YOUR RATE

AppliTrack Recruiting for School Districts




Student Enrollment	Annual Fee for Stand Alone System	Annual Fee for Consortium Members*
0-99	\$730	\$0
100-399	\$730	\$150
400-1,299	\$730	\$490
1,300-2,699	\$1,460	\$980 <i>\$1244</i>
2,700-5,999	\$2,900	\$1,970
6,000-9,999	\$3,900	\$1,970
10,000-19,999	\$5,550	\$3,200
20,000-29,999	\$7,300	\$4,500
30,000-39,999	\$9,050	-
40,000-49,999	\$12,800	-
50,000-59,999	\$15,550	146-
60,000-69,999	\$18,300	-

ABOUT ASPEX SOLUTIONS

Aspex Solutions exists to make world-class technologies that help organizations focus on people, not process.

Aspex Solutions is dedicated to helping organizations obtain economical, high-value, software systems that enable a single person to help and work with many people at a time while still maintaining a human touch. All of our systems are web-based and come with lifetime service agreements.

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TESTED DAILY 03-JULY

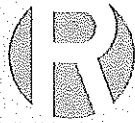




AppliTrack is a collection of online HR solutions designed to make finding the right talent efficient and intuitive. These tools give you the power to track and recruit applicants, handle personnel in a paperless environment, and utilize research-based prescreening tools to effectively select the right people for your organization. AppliTrack exists so you can have more freedom to focus on people, not process.



HR FILES



RECRUITING



SELECTION

WEB-BASED HIRING

PAPERLESS PERSONNEL FILES

PRESCREENING TOOLS

Ap

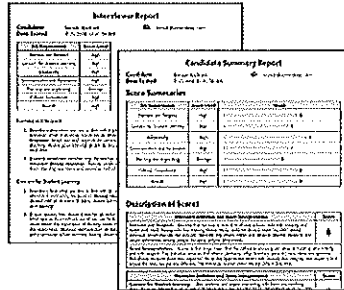
AppliTrack is designed to track and record a paperless based prescreening process so you can hire the right people on people, not paper.



HR FILES

Dive Deeper

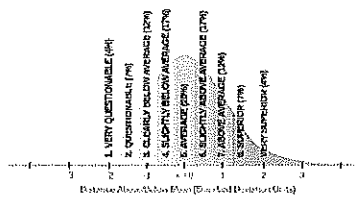
Use the Candidate Summary and Interview Reports to effectively position applicants who score favorably on the assessments.



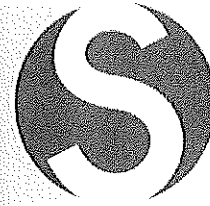
How are applicants scored?

According to our research, 90% of applicants that score a 7, 8, or 9 are rated as effective performers once on the job.

Statline Descriptions and Percentage of Scores in Each



Images are for illustrative purposes only.



SELECTION

It would be nice to know how an applicant would fit into your current system by being able to accurately gauge performance before the hiring begins.

With AppliTrack Selection you can do just that. We have created prescreening tools to accurately predict on-the-job performance. Based on responses of known, high-performing, employees we can correlate how well an applicant will do based on their responses to the same assessments.

With that knowledge in hand you can begin to draw a more detailed view of your applicant pool. This affords you the ability to make sure the one you hire fits your goals, your values, and your vision.

Currently, we offer many off-the-shelf prescreening tools for you:

- TeacherFit
- TeacherFit SE (Special Education)
- JobFit
- AdminFit
- Hospitality
- Healthcare
- Manufacturing

For more information visit:
www.AspexSolutions.com/selection

WEB-BASED HIRING
 PAPERLESS PERSONNEL FILES
 PRESCREENING TOOLS

**Jordan Public Schools
K-12 Staffing Recommendations
2013-2014**

Art:

Barndt (add one semester class – move from .8 to .9) \$9386

Business:

Albers (6th hour pay for full year) \$6304
Cut .5 position (Lisa Nelson) (\$26212)

FACS:

Jans (6th hour pay for full year) \$6244

IT:

Hire .4 FTE IT person \$20794
Cut 6th hour pay for O'Malley (\$6285)

English:

Rydberg (6th hour pay for full year) \$5465
New Teacher (6th hour pay for full year) \$4207

Math:

Casterton (6th hour pay for full year) \$4985
Cut .5 position started in February 2013 (Samantha Redepenning) (\$24853)

Music:

no change

PE:

no change

Science:

Summers (6th hour pay for full year) \$4188

Social Studies:

Hire 0.8 FTE Social Studies Position \$48777
Brostrom (6th hour pay for full year) \$6891
Lepper (6th hour pay for full year) \$7068

Spanish:

no change

Student Council Advisor:

\$2347

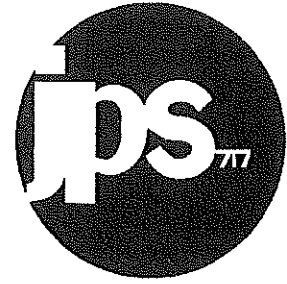
TOTAL COST \$69306



JORDAN HIGH SCHOOL

600 Sunset Drive
Jordan, Minnesota 55352
Telephone: 952-492-4400
Fax: 952-492-4425

Barb McNulty, High School Principal



July 2, 2013

After completing the high school schedule, we discovered some shortages in the area of supervision (study hall and lunch room). This occurred because of the increased number of teachers who will be teaching a sixth hour class and because those who teach a CIS or CE class will be assigned a tutoring hour instead of a supervision per the teacher contract. In the past, these teachers were available to supervise either a study hall or the lunchroom but will not be available during the coming school year.

After brainstorming solutions, the most beneficial for students is the following: The Board initially approved hiring a .8 social studies teacher. That contract (Ryan Rasmussen) could be increased to full time status by taking on an additional class each semester and Jay Lepper would lose a sixth hour class each semester. That would free one hour in Jay Lepper's schedule to take on a supervision position. Additionally, we have not had any applicants for the Industrial Technology position, so we have had to drop elective offerings and assign a sixth hour class all year to Mike O'Malley, resulting in spending less than originally predicted.

Following is documentation of the budget implications:

	Cost	Savings	
Increased Social Studies FTE	\$11,399		
.4 Industrial Technology		\$20,794	
O'Malley Sixth Hour Pay	\$6,285		
Lepper Sixth Hour Pay		\$7,068	
Total	\$17,684	27862	
Savings to District			\$10,178

If we did not use this option, we would have to lose additional elective classes, one each semester. We would drop the elective choices and reschedule students into other electives. This would increase class size as well; after registration, we dropped nine semester classes causing students to make alternate choices which resulted in larger class sizes in other electives.

Respectfully,

Barb McNulty