

**BRECKENRIDGE SCHOOL BOARD MEETING
INDEPENDENT SCHOOL DISTRICT #846
WEDNESDAY, SEPTEMBER 20, 2023
REGULAR MEETING - 4:00 PM
ELEMENTARY CONFERENCE ROOM #233
810 BEEDE AVENUE
BRECKENRIDGE, MN 56520**

AGENDA

- 1. Call the Meeting to Order**
 - A. Pledge of Allegiance
 - B. School Happenings
- 2. Approval of Agenda**
- 3. Public Input**
- 4. Approval of Consent Agenda**
 - A. Minutes

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The Board of Education, Independent School District No. 846, Breckenridge, Minnesota met for a Regular Meeting on Wednesday, August 16th, 2023, at 7:01 AM in the Elementary School Conference Room #233

UNOFFICIAL MINUTES UNTIL APPROVED AT THE NEXT BOARD MEETING

Members Present: Arnhalt, Ernst, Hasbargen, Neppl, and Roberts

Vice Chairperson Arnhalt called the regular meeting to order at 7:01AM with the Pledge of Allegiance recited.

Motion by Roberts, seconded by Hasbargen to approve the amended agenda *ADDING: Hire: Brianna Davis, Native American Liaison and New Business 7.I Canine Contract . 5-0*

Public comment was presented on the following item: *Consent Agenda: Financials*. Responses were given by Arnhalt, Roberts, and Superintendent Sullivan

CONSENT AGENDA:

Motion by Neppl, seconded by Arnhalt to approve the consent agenda with revision to July minutes. 5-0

Previous month's minutes – 7.19.23 Regular Board Meeting Minutes

Financial reports as presented including:

General Ledger Debits: July 2023

General Fund: \$453,450.02—Food Service: \$179.15—Community Service: \$7,928.25—Capital Expense: \$0.00—Debt Redemption: \$65,823.72—Trust Fund: \$0.00—Student Activities: \$0.00

Accounts Payable/Wires & Checks: 07/18//2023-08/11/2023

Total: \$527,381.14

Hires: Cassey Wittenberg, Elementary Teacher. Brianna Davis, Native American Liaison/Student Support Advocate

Resignations: Chelsey Davids, Native American Liaison/Student Support Advocate. Pamela Braun, Salad Bar Worker

COMMUNICATIONS:

Dean of Students – Jordan Christensen

◊Summer has been busy with trainings and prepping for the school year◊Working with Mr. Brenden on class schedules◊working on handbooks◊Learning the high school and the admin side of Synergy◊Thank you to Steph and Courtney during this transition◊Open House nights have been going good!

K-12 Principal – Corrina Erickson

◊Thank you to our custodial staff◊It has been great working with Mr. Brenden and Mr. Christensen◊Working to fill open positions, more flexibility with PELSB on hiring◊Movements happening within our current staff. Approached by 5th and 6th grade teachers to combine grades and move forward with 3 teachers due to smaller class sizes. Select paraeducators moving to different positions◊Mr. Brenden lined up NDSCS, MState, CNA, and Someplace Safe at our Open House nights◊More Title 1 funding available to offer more services.

Facilities Manager – Jerry Rosenthal

◊Reviewed Ingensa Facilities Report◊Elementary needs work, hard to find people willing to make repairs to an older building◊High risk of large repairs◊Will be having a meeting in the near future to discuss needs for the next 2 years based on the report.

Business Manager – Dessica Komestakes

◊Working on a priority list for capital projects and reaching out for bids◊Looking into low cost ways to update high school aesthetic◊Human resources side has been busy with new hires and working with MDE on new codes to track unemployment insurance◊Preschool Reporting◊Funding for transportation◊Workers Comp audit◊Update on bids for our annual audit in October, looking into local options.

Superintendent – Kristie Sullivan

◊Working with Facilities and Business Managers to prioritize capital projects◊Update on elementary school chimney, brought someone in to check on issues, found it is just cosmetic◊Thank you to teachers for input moving into the school year◊We will be going into teacher negotiations soon◊Initially awarded the 21st Century Learning Center Grant, working with Miriam to nail down final details◊Working on more grants◊Excited for Back to School Inservice, been busy planning◊Thank you to Maxine for your work on the Para Mentorship Program◊Will be bringing our strategic plan to staff and stakeholders for review

OLD BUSINESS:

Motion by Hasbargen, seconded by Ernst to adopt policies: 208; 209; 210. 5-0

Second reading of Policy 533: Wellness Policy

Motion by Neppl, seconded by Hasbargen to award the dairy bid to Cash-Wa and the fuel bid to Farmers Union. 5-0

NEW BUSINESS:

Motion by Ernst to adopt the RESOLUTION ACCEPTING DONATIONS for the following:

July donations received: \$1,150.00

Bell Bank \$60.00 (Custom Card Donation) Farmers Union Kyle Devries Agency \$100.00 (Twin Town Theatre)

T&G Sanitation \$100.00 (Twin Town Theatre) Hornstein Family Chiropractic \$50.00 (Twin Town Theatre)

Vision Ford \$100.00 (Twin Town Theatre) MN Historical Society \$740.00 (Elementary Travel Field Trip)

Roberts seconded the motion. 5-0 (resolution on file)

Motion by Roberts, seconded by Neppl to approve the contract with Intrado to renew School Messenger for \$1,927.44 for the 2023/2024 school year. 5-0

Motion by Hasbargen, seconded by Neppl to approve 2023/2024 Elementary School Student Handbook. 5-0

Motion by Ernst, seconded by Neppl to approve the 2023/2024 7-12 Student-Parent Handbook. 5-0

Motion by Hasbargen, seconded by Roberts to approve the updated 2023/2024 Chromebook Handbook. 5-0

Motion by Neppl, seconded by Ernst to approve Social Media Guidelines to accompany the 2023/2024 Employee Handbook. 5-0

Motion by Hasbargen, seconded by Roberts to approve the 2023/2024 Employee Handbook. 5-0

Motion by Ernst, seconded by Roberts to approve 2023/2024 Guiding Principles. 5-0

Motion by Hasbargen, seconded by Roberts to approve the agreement with Interquest Detection Canines to provide contraband inspection services at a rate of \$340 per visit for five half day visits for the 2023/2024 school year. 5-0

Motion by Ernst, seconded by Neppl to adjourn the Regular School Board meeting at 9:07 AM. 5-0

Next Regular Meeting date Wednesday, September 20th at 4:00PM in the Elementary School, Conference Room #233.

Chair

Clerk

The Board of Education, Independent School District No. 846, Breckenridge, Minnesota met for a Regular Meeting on Wednesday, July 19th, 2023, at 7:00AM in the Elementary School Conference Room #233

UNOFFICIAL MINUTES UNTIL APPROVED AT THE NEXT BOARD MEETING

Members Present: Arnhalt, Ernst, Hasbargen, Johnson, Mikkelson(7:04AM), Neppl, and Roberts

Chairperson Johnson called the regular meeting to order at 7:01AM with the Pledge of Allegiance recited.

Motion by Hasbargen, seconded by Arnhalt to approve the agenda as presented. 6-0

CONSENT AGENDA:

Motion by Roberts, seconded by Arnhalt to approve the consent agenda. 6-0

Previous month's minutes – Work Session: 06/20/23 & Regular Board Meeting & Work Session: 06/21/23

Financial reports as presented including:

General Ledger Debits: June 2024

General Fund: \$1,827,571.31—Food Service: \$84,797.10—Community Service: \$46,446.93—Capital Expense: \$0.00—Debt Redemption: \$0.00—Trust Fund: \$2,582.88—Student Activities: \$9,569.78

Accounts Payable/Wires & Checks: 05/15/2023-06/15/2023

Total: \$1,970,968.00

Hires: Nicholas Johnson, 5-12 Vocal Music Teacher. Kori Bommersbach, Science Teacher. Sierra Hansey, Jr High Volleyball Coach. Molly Olson, ECFE Coordinator/Parent Educator (LCSC)

Resignations: Kathryn Beherns, Special Education Teacher. Easton Erbes, Assistant Football Coach

COMMUNICATIONS:

Dean of Students – Jordan Christensen – No report shared

K-12 Principal – Corrina Erickson

◊Thank you to all staff that have checked in over the summer, their support and background have been very helpful◊Mr. Brenden and Mr. Christensen have been doing a great job learning their new roles and preparing for the school year. Thank you for your energy and compassion!◊Working to fill open positions, looking into international options◊Working on Handbooks and updating with new mandates◊Intervention period for 7th & 8th graders not proficient in reading and math◊possibility of online language classes through Rochester Public Schools◊Camp Smore and High School Summer School◊Safe Routes to School construction begins July 24th◊Welcome Molly Olson our new ECFE Coordinator

Facilities Manager – Jerry Rosenthal

◊Finishing up the high school, clean auditorium seats, reclaiming spades, very happy with work being done◊Moving back to Elementary School for 2 weeks and then moving to outdoors areas◊7/24 working on the gym floors in the HS and ELM◊Bleacher repairs 8/8◊Beginning of the school year looking to hire 2 full time employees

Business Manager – Dessica Komestakes

◊Thank you Kim for all your hard work◊Learning new processes for the summer◊Fiscal Year ending and payroll processes◊Been a busy summer

Superintendent – Kristie Sullivan

◊July has been a month of transitions: Moving Superintendent's office and Assistant to the High School, finding offices for K-12 Principal and Dean of Students at the High School. Business Office to remain at the Elementary School◊We were initially approved for the 21st Century Learning Center Grant totaling 1.25 million dollars over the next 3 years, this money is to be used in the parameters of the grant requirements, thank you Miriam Tobola for all your hard work◊We are still waiting on our applications for the COPS grant the Stronger Connections grant◊Thank you Jerry Rosenthal for leading and working with his team to complete the summer projects◊2 Part Board Work Session in June generated common Belief Statements, reviewed comprehensive needs assessment data, identified celebrations and challenges for strategic planning.

OLD BUSINESS:

Second Reading of Polices: 208; 209; 210

NEW BUSINESS:

Motion by Ernst to adopt the RESOLUTION ACCEPTING DONATIONS for the following:

June donations received: \$5,898.40

Smith Motors \$500 (Youth Baseball) St. Francis Medical Center \$5,398.40 (RN Services CNA Program)

Roberts seconded the motion. 7-0 (resolution on file)

Motion by Neppl, seconded by Mikkelson to advertise for dairy product bids and fuel bids for 2023/2024. 7-0

Motion by Arnhalt, seconded by Ernst to approve the Long-Term Facilities Maintenance Resolution which consists of the LTFM Ten-Year Revenue Projection, Ten-Year Expenditure Application and Statement of Assurances as well as authorization for submission for the Plan to MDE. 7-0 (copy on file)

Motion by Arnhalt, seconded by Hasbargen to to renew the property/liability insurance coverage with MIST (Minnesota Insurance Scholastic Trust) at a premium of \$71,046.53 for 2022/2023. 7-0

Motion by Neppl, seconded by Roberts to renew 2023/2024 membership in the Minnesota Rural Education Association (MREA) at a cost of \$1,759.00 which is based on pupil units and includes a legislative fee. 7-0

Motion by Neppl, seconded by Hasbargen to renew 2022/2023 membership with the Minnesota School Boards Association (MSBA) at a cost of \$\$6,597.00, which includes association dues, policy services and the BoardBook subscription. 7-0

Motion by Arnhalt, seconded by Hasbargen to approve 2023/2024 Fee Schedule. 7-0 (copy on file)

Motion by Mikkelson, seconded by Arhalt to approve the Breckenridge Public Schools Organizational Chart as presented. 7-0

Motion by Arnhalt, seconded by Ernst to adopt policies updated due to Minnesota statutory provisions and/or non-substantive changes. Policy 301 School District Administration, Policy 302 Superintendent, Policy 303 Superintendent Selection, Policy 304 Superintendent Contract, Duties and Evaluation, Policy 305 Policy Implementation 7-0

First reading of Policy 533 Wellness Policy

Motion by Mikkelson, seconded by Hasbargen to adjourn the Regular School Board meeting at 7:35 AM. 7-0

Chairperson Johnson called the work session to order after adjournment of the Regular School Board Meeting.

Superintendent Sullivan presented a working draft of the 5-Year Breckenridge ISD 846 Strategic Plan for board review. This plan was formed using the board's common belief statements and in response to the comprehensive needs assessment discussed at the previous work sessions.

The board discussed the presented Strategic Plan. This plan will be shared with stakeholders and the community for feedback prior to final approval.

Chairperson Johnson adjourned the retreat at 8:45AM

Next Regular Meeting date Wednesday, August 16th at 7:00AM in the Elementary School, Conference Room #233.

Chair

Clerk

**Reconciliation of Ledger Balances with Bank Statement
Independent School District NO. 846
Breckenridge, Minnesota**

Date of Report: September 18, 2023

For the Month of August 2023

General Ledger Balances

FUNDS	Balance Beg. of Month	Debits	Credits	Balance End of Month
General Fund	\$2,398,314.27	1,328,715.94	760,052.20	\$2,966,978.01
Food Service	175,920.33	1,680.20	3,282.34	\$174,318.19
Comm. Serv.	156,533.70	35,256.60	29,688.32	\$162,101.98
Debt. Redemption	289,288.44	99,432.58	0.00	\$388,721.02
Trust Fund	3,356.73	0.00	0.00	\$3,356.73
Student Activities	53,207.56	0.00	0.00	\$53,207.56
TOTALS:	\$3,076,621.03	\$1,465,085.32	\$793,022.86	\$3,748,683.49

Bank Balances

Description	Balance Per Bank	Outstanding Checks and Wires	Deposits in Transit	Balance
Bremer	\$440,138.40	28,878.53	0.00	\$411,259.87
The 'Barn" Cash Box				50.00
Bank of the West (Contingent)				8,000.00
Petty Cash				400.00
TOTALS:				\$419,709.87

Investments

Minn. School District Liquid Asset Fund	5.2500%	\$ 141,090.68	
Minn. School District "MAX" Fund	5.3600%	\$3,090,415.70	
Bremer Money Market	4.0000%	\$105,837.06	
TOTALS:			\$ 3,337,343.44

TOTAL CASH AND INVESTMENTS:			\$3,757,053.31
			=====

Breckenridge Public School Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Receipt Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
9214	0846	FAB														
Credit			16058	Credit	A	08/31/23		Wire	1	1209						
						0846	R 01 005 000	000 099 000		Misc. Revenue					72.44	0.00
														Receipt Total:	\$72.44	\$0.00
														Deposit Total:	\$72.44	\$0.00
9215	0846	FAB														
			16059	Credit	A	08/31/23		Check	1	1009						
						0846	R 04 005 591	000 050 208		Summer Youth Enrichment Fe					108.00	0.00
						0846	R 04 005 591	000 050 217		Speed and Strength Fees					65.00	0.00
														Receipt Total:	\$173.00	\$0.00
														Deposit Total:	\$173.00	\$0.00
9216	0846	FAB														
			16060	Credit	A	08/31/23		Wire	1	1002						
						0846	R 01 005 005	000 211 000		Gen Ed Aid Rev 22-23					22,179.09	0.00
						0846	R 01 005 005	000 211 000		Gen Ed Aid Rev 23-24					707,546.97	0.00
						0846	R 01 005 005	000 234 000		Ag Credit State Aid					74.54	0.00
						0846	R 04 005 505	321 234 000		Comm Ed Homestead Market					71.36	0.00
						0846	R 07 005 000	000 234 000		Ag Credit State Aid					682.55	0.00
						0846	R 07 005 000	000 258 000		Debt Serice Ag Credit					29,103.60	0.00
						0846	R 01 005 005	000 229 000		Disparity Reduc Aid					119.92	0.00
						0846	R 04 005 505	321 229 000		Comm Ed Disparity Reduc Aic					114.80	0.00
						0846	R 07 005 000	000 229 000		Disparity Reduc Aid					1,098.07	0.00
						0846	R 01 005 005	000 258 000		Other State Credits					166.95	0.00
						0846	R 04 005 505	321 258 000		Comm Ed Other State Credits					159.82	0.00
						0846	R 07 005 000	000 258 000		Debt Serice Ag Credit					1,528.68	0.00
														Receipt Total:	\$762,846.35	\$0.00
														Deposit Total:	\$762,846.35	\$0.00
9217	0846	FAB														
			16061	Credit	A	08/31/23		Wire	1	1002						
						0846	R 01 005 005	000 211 000		Gen Ed Aid Rev 22-23					170,141.06	0.00
						0846	R 01 005 005	000 211 000		Gen Ed Aid Rev 23-24					9,244.84	0.00
						0846	R 01 005 760	720 099 000		Pupil Trans Revenue					1,976.54	0.00
						0846	R 01 005 000	320 300 000		Indian Ed Aid					793.32	0.00
						0846	R 04 005 580	325 300 000		ECFE State Aid					683.70	0.00

Breckenridge Public School

Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
9217	0846	FAB														
			16061	Credit	A	08/31/23		Wire	1	1002				STATE OF MINNESOTA		
						0846	R 04 005 582 344 300 000			School Readines State Aids					974.68	0.00
						0846	R 04 005 583 354 300 000			Preschool Screening State Aic					49.23	0.00
						0846	R 07 005 000 000 317 000			LTFM State Aid					1,195.97	0.00
						0846	R 01 005 005 000 212 000			Literacy Incentive Aid					834.26	0.00
						0846	R 04 701 590 351 301 000			Preschool Screening Nonpubl					634.40	0.00
						0846	R 01 005 005 000 227 000			Abatement Aid					0.03	0.00
						0846	R 07 005 000 000 234 000			Ag Credit State Aid					982.71	0.00
						0846	R 07 005 000 000 258 000			Debt Serice Ag Credit					54,229.78	0.00
						0846	R 07 005 000 000 229 000			Disparity Reduc Aid					1,530.39	0.00
						0846	R 01 250 420 000 360 000			Special Ed Aid					157,481.56	0.00
						0846	R 04 005 580 325 300 000			ECFE State Aid					10,110.82	0.00
						0846	R 04 005 582 344 300 000			School Readines State Aids					9,279.24	0.00
						0846	R 04 005 583 354 300 000			Preschool Screening State Aic					303.30	0.00
						0846	R 07 005 000 000 317 000			LTFM State Aid					9,080.83	0.00
						0846	R 01 005 005 000 227 000			Abatement Aid					13.27	0.00
														Receipt Total:	\$429,539.93	\$0.00
														Deposit Total:	\$429,539.93	\$0.00
9218	0846	FAB														
			16062	Credit	A	08/31/23		Wire	1	1002				STATE OF MINNESOTA		
						0846	R 01 005 005 000 211 000			Gen Ed Aid Rev					15,569.52	0.00
														Receipt Total:	\$15,569.52	\$0.00
														Deposit Total:	\$15,569.52	\$0.00
9219	0846	FAB														
			16063	Credit	A	08/31/23		Wire	1	1002				STATE OF MINNESOTA		
						0846	R 04 005 582 337 369 000			Early Lrnng Schlrshp-Pthwy II					5,300.00	0.00
														Receipt Total:	\$5,300.00	\$0.00
														Deposit Total:	\$5,300.00	\$0.00
9220	0846	FAB														
			16064	Credit	A	08/31/23		Check	1	1009				COMMUNITY EDUCATION		
						0846	R 04 005 505 321 040 000			Comm Ed Tuition					4,480.00	0.00
						0846	R 04 005 570 321 040 000			School Age Care Tuition from					581.50	0.00
						0846	R 04 005 580 325 040 000			ECFE Tuition					111.00	0.00

Breckenridge Public School Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
9220	0846	FAB														
			16064	Credit	A	08/31/23		Check	1	1009						COMMUNITY EDUCATION
						0846	R 04 005 591	000 050	204	Youth Football Fees					490.00	0.00
						0846	R 04 005 591	000 050	212	Youth Wrestling Fees					125.00	0.00
														Receipt Total:	\$5,787.50	\$0.00
														Deposit Total:	\$5,787.50	\$0.00
9221	0846	FAB														
			16065	Credit	A	08/31/23		Wire	1	1003						HS GENERAL FUND RECI
						0846	R 01 005 000	000 051	000	Tablet Protection Plan Fee					325.00	0.00
						0846	B 01 115 002			CALCULATORS RECEIVABI					234.00	0.00
						0846	R 01 201 258	000 050	000	MS Music Fees					90.00	0.00
						0846	R 01 299 249	000 040	000	Drivers Ed Tutition					325.00	0.00
						0846	R 01 300 212	000 050	000	Art Fees					160.00	0.00
						0846	R 01 300 258	000 050	000	HS Music Fees					65.00	0.00
						0846	R 01 300 292	000 050	000	General Athletics Fees					8,910.00	0.00
						0846	R 01 300 296	000 060	214	HS Girls Activity Tickets Reve					3,425.00	0.00
						0846	R 02 005 770	701 601	000	Student Lunch Sales					1,630.20	0.00
						0846	R 01 300 255	000 621	110	HS Metals Sales					50.00	0.00
														Receipt Total:	\$15,214.20	\$0.00
														Deposit Total:	\$15,214.20	\$0.00
9222	0846	FAB														
			16066	Credit	A	08/31/23		Wire	1	1012						MSDMAX
						0846	B 01 104 002			Minn. Sch. District "max" Func					10,591.29	0.00
														Receipt Total:	\$10,591.29	\$0.00
														Deposit Total:	\$10,591.29	\$0.00
9223	0846	FAB														
			16067	Credit	A	08/31/23		Wire	1	1012						MSDMAX
						0846	B 01 104 001			Minn. Sch. Dist Liquid Asset					1,472.12	0.00
														Receipt Total:	\$1,472.12	\$0.00
														Deposit Total:	\$1,472.12	\$0.00

Breckenridge Public School

Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
9224	0846	FAB														
			16068	Credit	A	08/31/23		Wire	1	1022	BREMER BANK					
						0846	B 01 104 005				Bremer Money Market				358.33	0.00
														Receipt Total:	\$358.33	\$0.00
														Deposit Total:	\$358.33	\$0.00
9225	0846	FAB														
			16069	Credit	A	08/31/23		Check	1	1003	HS GENERAL FUND RECI					
						0846	R 01 299 249 000 040 000				Drivers Ed Tutition				490.00	0.00
						0846	R 01 300 292 000 050 000				General Athletics Fees				1,650.00	0.00
						0846	R 01 005 000 000 050 000				General Fees				150.00	0.00
						0846	R 01 005 000 000 051 000				Tablet Protection Plan Fee				90.00	0.00
						0846	R 01 005 000 000 051 000				Tablet Protection Plan Fee				20.00	0.00
						0846	R 01 300 296 000 060 214				HS Girls Activity Tickets Reve				305.00	0.00
						0846	R 02 005 770 701 601 000				Student Lunch Sales				50.00	0.00
						0846	B 01 115 002				CALCULATORS RECEIVABI				117.00	0.00
														Receipt Total:	\$2,872.00	\$0.00
														Deposit Total:	\$2,872.00	\$0.00
														Report Total:	\$1,249,796.68	\$0.00

Breckenridge Public School Student Activity Guideline Period Ending August 31, 2023

Sequence: Group-Sub, Crs

								B24					
L	Fd Org Pro Fin O/S Crs	Class Sub	Description	Annual Budget	Period 202402	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance			
00 Assets													
B 21 101 000		100 00	Student Activities Cash	0.00	0.00	53,207.56	0%	0.00	0%	(53,207.56)			
B 21 206 000		200 00	Student Activities Accounts Payable	0.00	(11.75)	(11.75)	0%	0.00	0%	11.75			
00	Liabilities			0.00	(11.75)	53,195.81	0%	0.00	0%	(53,195.81)			
922 Class of 2022													
E 21 005 298 301 401 922		401 922	Class of 2022 Supplies	702.00	0.00	0.00	0%	0.00	0%	702.00			
922	Class of 2022			702.00	0.00	0.00	0%	0.00	0%	702.00			
923 Class of 2023													
B 21 401 923		400 923	Class of 2023	0.00	0.00	(1,718.31)	0%	0.00	0%	1,718.31			
R 21 005 298 301 099 923		401 923	Class of 2023 Revenue	(1,000.00)	0.00	0.00	0%	0.00	0%	(1,000.00)			
E 21 005 298 301 401 923		401 923	Class of 2023 Supplies	2,000.00	0.00	0.00	0%	0.00	0%	2,000.00			
923	Class of 2023			1,000.00	0.00	(1,718.31)	(172%)	0.00	(172%)	2,718.31			
924 Class of 2024													
B 21 401 924		400 924	Class of 2024	0.00	0.00	(4,653.81)	0%	0.00	0%	4,653.81			
E 21 005 298 301 401 924		401 924	Class of 2024 Supplies	10,000.00	0.00	0.00	0%	0.00	0%	10,000.00			
R 21 005 298 301 099 924		401 924	Class of 2024 Revenue	(15,000.00)	0.00	0.00	0%	0.00	0%	(15,000.00)			
924	Class of 2024			(5,000.00)	0.00	(4,653.81)	93%	0.00	93%	(346.19)			
978 National Honor Society													
B 21 401 978		400 978	National Honor Society	0.00	0.00	(505.62)	0%	0.00	0%	505.62			
R 21 005 298 301 099 978		401 978	National Honor Society Revenue	(500.00)	0.00	0.00	0%	0.00	0%	(500.00)			
E 21 005 298 301 401 978		401 978	National Honor Society Supplies	1,300.00	0.00	0.00	0%	0.00	0%	1,300.00			
978	National Honor Society			800.00	0.00	(505.62)	(63%)	0.00	(63%)	1,305.62			
979 High School Student Council													
B 21 401 979		400 979	High School Student Council	0.00	0.00	(7,356.72)	0%	0.00	0%	7,356.72			
E 21 005 298 301 401 979		401 979	High School Student Council Supplies	3,600.00	0.00	0.00	0%	0.00	0%	3,600.00			
R 21 005 298 301 099 979		401 979	High School Student Council Revenue	(2,500.00)	0.00	0.00	0%	0.00	0%	(2,500.00)			
R 21 005 298 301 092 979		401 979	Interest Income	(14,352.00)	0.00	0.00	0%	0.00	0%	(14,352.00)			
979	High School Student Council			(13,252.00)	0.00	(7,356.72)	56%	0.00	56%	(5,895.28)			
980 Letterclub													
B 21 401 980		400 980	Letterclub	0.00	0.00	(4,768.49)	0%	0.00	0%	4,768.49			
R 21 005 298 301 099 980		401 980	Letterclub Revenue	(1,000.00)	0.00	0.00	0%	0.00	0%	(1,000.00)			
E 21 005 298 301 401 980		401 980	Letterclub Supplies	1,000.00	11.75	11.75	1%	0.00	1%	988.25			
980	Letterclub			0.00	11.75	(4,756.74)	0%	0.00	0%	4,756.74			
981 Mathletes													
B 21 401 981		400 981	Mathletes	0.00	0.00	(6.21)	0%	0.00	0%	6.21			

Breckenridge Public School Student Activity Guideline Period Ending August 31, 2023

Sequence: Group-Sub, Crs

										B24			% YTD			
L	Fd	Org	Pro	Fin	O/S	Crs	Class	Sub	Description	Annual Budget	Period 202402	Year To Date	% YTD	Encumbrances	+ Enc	Remaining Balance
981 Mathletes																
E	21	005	298	301	401	981	401	981	Mathletes Supplies	500.00	0.00	0.00	0%	0.00	0%	500.00
R	21	005	298	301	099	981	401	981	Mathletes Revenue	(500.00)	0.00	0.00	0%	0.00	0%	(500.00)
981 Mathletes										0.00	0.00	(6.21)	0%	0.00	0%	6.21
982 HS Band																
B	21	401	982				400	982	HS Band	0.00	0.00	(6,065.42)	0%	0.00	0%	6,065.42
R	21	005	298	301	099	982	401	982	HS Band Revenue	(15,000.00)	0.00	0.00	0%	0.00	0%	(15,000.00)
E	21	005	298	301	401	982	401	982	HS Band Supplies	25,000.00	0.00	0.00	0%	0.00	0%	25,000.00
982 HS Band										10,000.00	0.00	(6,065.42)	(61%)	0.00	(61%)	16,065.42
983 Boys Golf																
B	21	401	983				400	983	Boys Golf	0.00	0.00	(205.54)	0%	0.00	0%	205.54
E	21	005	298	301	401	983	401	983	Boys Golf Supplies	500.00	0.00	0.00	0%	0.00	0%	500.00
R	21	005	298	301	099	983	401	983	Boys Golf Revenue	(500.00)	0.00	0.00	0%	0.00	0%	(500.00)
983 Boys Golf										0.00	0.00	(205.54)	0%	0.00	0%	205.54
984 HS Choir																
B	21	401	984				400	984	HS Choir	0.00	0.00	(5,301.80)	0%	0.00	0%	5,301.80
R	21	005	298	301	099	984	401	984	HS Choir Revenue	(500.00)	0.00	0.00	0%	0.00	0%	(500.00)
E	21	005	298	301	401	984	401	984	HS Choir Supplies	500.00	0.00	0.00	0%	0.00	0%	500.00
984 HS Choir										0.00	0.00	(5,301.80)	0%	0.00	0%	5,301.80
986 FFA																
B	21	401	986				400	986	FFA	0.00	0.00	(5,358.78)	0%	0.00	0%	5,358.78
E	21	005	298	301	401	986	401	986	FFA Supplies	7,000.00	0.00	0.00	0%	0.00	0%	7,000.00
R	21	005	298	301	099	986	401	986	FFA Revenue	(5,000.00)	0.00	0.00	0%	0.00	0%	(5,000.00)
986 FFA										2,000.00	0.00	(5,358.78)	(268%)	0.00	(268%)	7,358.78
987 Close Up																
B	21	401	987				400	987	Close Up	0.00	0.00	(1,620.79)	0%	0.00	0%	1,620.79
987 Close Up										0.00	0.00	(1,620.79)	0%	0.00	0%	1,620.79
988 Speech																
B	21	401	988				400	988	Speech	0.00	0.00	(4,251.89)	0%	0.00	0%	4,251.89
R	21	005	298	301	099	988	401	988	Speech Revenue	(500.00)	0.00	0.00	0%	0.00	0%	(500.00)
E	21	005	298	301	401	988	401	988	Speech Supplies	1,000.00	0.00	0.00	0%	0.00	0%	1,000.00
988 Speech										500.00	0.00	(4,251.89)	(850%)	0.00	(850%)	4,751.89
989 Drama Club																
B	21	401	989				400	989	Drama Club	0.00	0.00	(2,267.90)	0%	0.00	0%	2,267.90
E	21	005	298	301	401	989	401	989	Drama Club Supplies	750.00	0.00	0.00	0%	0.00	0%	750.00

**Breckenridge Public School
Student Activity Guideline
Period Ending August 31, 2023**

Sequence: Group-Sub, Crs

										B24				% YTD	Remaining	
L	Fd	Org	Pro	Fin	O/S	Crs	Class	Sub	Description	Annual Budget	Period 202402	Year To Date	% YTD	Encumbrances	+ Enc	Balance
									989 Drama Club							
R	21	005	298	301	099	989	401	989	Drama Club Revenue	(500.00)	0.00	0.00	0%	0.00	0%	(500.00)
									989 Drama Club	250.00	0.00	(2,267.90)	(907%)	0.00	(907%)	2,517.90
									990 DECA							
B	21	401	990				400	990	DECA	0.00	0.00	(5,431.90)	0%	0.00	0%	5,431.90
R	21	005	298	301	099	990	401	990	DECA Revenue	(5,000.00)	0.00	0.00	0%	0.00	0%	(5,000.00)
E	21	005	298	301	401	990	401	990	DECA Supplies	8,000.00	0.00	0.00	0%	0.00	0%	8,000.00
									990 DECA	3,000.00	0.00	(5,431.90)	(181%)	0.00	(181%)	8,431.90
									991 Robotics							
B	21	401	991				400	991	Robotics	0.00	0.00	(3,694.38)	0%	0.00	0%	3,694.38
									991 Robotics	0.00	0.00	(3,694.38)	0%	0.00	0%	3,694.38
									Report Totals:	0.00	0.00	0.00	0%	0.00	0%	(0.00)

Breckenridge Public School Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Pay/Void			Amount	
									Print	Recon	Void		Date
FAB		43737		EL	1	01719	ECONO FOODS		No	No	No	09/13/2023	76.92
FAB		43738		EL	1	1967	PIZZA RANCH		No	No	No	09/13/2023	340.96
FAB		43739		EL	1	2762	WAHPETON VIDEO & DELI		No	No	No	09/13/2023	115.34
FAB		43740		EL	1	3732	ELAN CREDIT CARD		No	No	No	09/13/2023	174.16
FAB		43741		Wire	1	00193	GREAT PLAINS NATURAL GAS		No	No	No	09/13/2023	607.54
FAB		43742		Wire	1	00055	BRECKENRIDGE PUBLIC UTILITIES		No	No	No	09/13/2023	17,703.23
FAB		43743		Wire	1	03359	WALMART STORE		No	No	No	09/13/2023	88.35
FAB		43744		AE	1	00314	MASBO		No	No	No	09/13/2023	50.00
FAB		43745		AE	1	00518	LAKES COUNTRY SERVICE COOP		No	No	No	09/13/2023	(400.00)
FAB		43746		AE	1	02274	REMIT APPLE COMPUTER, INC.		No	No	No	09/13/2023	23.50
FAB		43747		AE	1	02470	Pur BARNES AND NOBLE		No	No	No	09/13/2023	33.81
FAB		43748		AE	1	03376	WILKIN DRINK & EATERY		No	No	No	09/13/2023	279.63
FAB		43749		AE	1	2023	MARRIOTT		No	No	No	09/13/2023	338.20
FAB		43750		AE	1	2203	CRAGUN'S RESORT & HOTEL		No	No	No	09/13/2023	206.16
FAB		43751		AE	1	2395	MUSIC THEATRE INTERNATIONAL		No	No	No	09/13/2023	75.00
FAB		43752		AE	1	2727	AMERICAN EXPRESS		No	No	No	09/13/2023	918.18
FAB		43753		AE	1	2944	EDUCATION WEEK		No	No	No	09/13/2023	15 77.00
FAB		43849		Wire	1	00039	MN DEPT OF REVENUE (EFT)		No	No	No	08/15/2023	4,313.92
FAB		43850		Wire	1	00599	P.E.R.A.		No	Yes	No	08/15/2023	5,158.43
FAB		43851		Wire	1	00600	TEACHERS RETIREMENT ASSN.		No	Yes	No	08/15/2023	21,830.96
FAB		43852		Wire	1	01233	EFTPS		No	Yes	No	08/15/2023	35,100.83
FAB		43853		Wire	1	2251	FURTHER (FSA/ HSA)		No	Yes	No	08/15/2023	5,477.80
FAB		43854		Wire	1	2277	EDUCATORS BENEFIT ACH		No	No	No	08/15/2023	7,241.29
FAB		43855		Wire	1	3459	AMERITAS LIFE INSURANCE		No	Yes	No	08/15/2023	174.24
FAB		43856		Wire	1	3702	REVTRAK		No	Yes	No	08/15/2023	49.66
FAB		43857		Wire	1	3703	SCHOOL PAY		No	Yes	No	08/15/2023	50.35
FAB		43858		Wire	1	3459	AMERITAS LIFE INSURANCE		No	Yes	No	08/31/2023	114.04
FAB		43708	127741	Check	1	03909	BHS ACTIVITIES ACCOUNT		Yes	Yes	Yes	08/15/2023	8,102.92
FAB		43708	127741	Check	1	03909	BHS ACTIVITIES ACCOUNT		Yes	Yes	Yes	08/18/2023	(8,102.92)
FAB		43713	127742	Check	1	3313	BOYS BASKETBALL BOOSTER CLUB		Yes	Yes	No	08/15/2023	645.72
FAB		43709	127743	Check	1	2167	CHANHASSEN DINNER THEATRES		Yes	Yes	No	08/15/2023	810.00
FAB		43716	127744	Check	1	3699	CHEERLEADING BOOSTER CLUB		Yes	No	No	08/15/2023	645.72
FAB		43714	127745	Check	1	3529	CROSS COUNTRY BOOSTER CLUB		Yes	Yes	No	08/15/2023	968.58
FAB		43712	127746	Check	1	3312	GIRLS BASKETBALL BOOSTER CLUB		Yes	Yes	No	08/15/2023	645.72
FAB		43711	127747	Check	1	2904	INTRADO--SCHOOL MESSENGER		Yes	Yes	No	08/15/2023	1,927.44
FAB		43710	127748	Check	1	2281	MASA		Yes	Yes	No	08/15/2023	329.00
FAB		43704	127749	Check	1	01941	SCHMITT MUSIC CENTERS		Yes	Yes	No	08/15/2023	150.00
FAB		43706	127750	Check	1	02268	SCHOLARSHIP BRECKENRIDGE		Yes	Yes	No	08/15/2023	2,582.88
FAB		43715	127751	Check	1	3698	TRACK BOOSTER CLUB		Yes	Yes	No	08/15/2023	645.72

Breckenridge Public School Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Pay/Void				Amount
									Print	Recon	Void	Date	
FAB		43707	127752	Check	1 03117		U.S. AWARDS, INC.		Yes	Yes	No	08/15/2023	27.06
FAB		43705	127753	Check	1 02267	remit	WASTE MANAGEMENT		Yes	Yes	No	08/15/2023	1,187.28
FAB		43717	127754	Check	1 00604		AFSCME COUNCIL 65		Yes	Yes	No	08/25/2023	24.99
FAB		43722	127755	Check	1 2238		FURTHER		Yes	Yes	No	08/25/2023	58.90
FAB		43721	127756	Check	1 1954		INTERSTATE POWER SYSTEMS, INC		Yes	Yes	No	08/25/2023	3,875.12
FAB		43718	127757	Check	1 01184		MN SCHOOL EMPLOYEES ASSOC		Yes	Yes	No	08/25/2023	102.88
FAB		43719	127758	Check	1 01779		NCPERS GROUP LIFE INS		Yes	No	No	08/25/2023	32.00
FAB		43720	127759	Check	1 1292		ND CHILD SUPPORT DIVISION		Yes	Yes	No	08/25/2023	457.50
FAB		43723	127760	Check	1 3786		SULLIVAN, KRISTIE		Yes	No	No	08/25/2023	722.47
FAB		43724	127761	Check	1 2266		rSCHOOLSTODAY		Yes	No	No	08/28/2023	900.00
FAB		43734	127762	Check	1 3790		CEROLL, KELSEY		Yes	No	No	09/08/2023	90.00
FAB		43725	127763	Check	1 2167		CHANHASSEN DINNER THEATRES		Yes	No	No	09/08/2023	5,848.54
FAB		43732	127764	Check	1 3202		GRIPENTROG, TYLER WAYNE		Yes	No	No	09/08/2023	69.00
FAB		43730	127765	Check	1 3103		GRIPENTROG, WAYNE		Yes	No	No	09/08/2023	69.00
FAB		43729	127766	Check	1 2968		HERDING, MARIAH		Yes	No	No	09/08/2023	111.50
FAB		43731	127767	Check	1 3105		HOLZBAUER, MEGAN		Yes	No	No	09/08/2023	60.00
FAB		43726	127768	Check	1 2824		KING, ROY M.		Yes	No	No	09/08/2023	166.50
FAB		43728	127769	Check	1 2967		MATERI, PEGGY		Yes	No	No	09/08/2023	60.00
FAB		43727	127770	Check	1 2886		SANNES, LUTHER G.		Yes	No	No	09/08/2023	69.00
FAB		43733	127771	Check	1 3715		SWENSON, LESTER		Yes	No	No	09/08/2023	50.00
FAB		43735	127772	Check	1 3689		CIRCLE J RANCH LLC		Yes	No	No	09/13/2023	450.00
FAB		43736	127773	Check	1 3524		SOLUTIONS		Yes	No	No	09/13/2023	9,750.00
FAB		43798	127774	Check	1 2196		ACT FINANCE		Yes	No	No	09/15/2023	3,327.75
FAB		43763	127775	Check	1 00604		AFSCME COUNCIL 65		Yes	No	No	09/15/2023	24.99
FAB		43795	127776	Check	1 1981		ALBERTSON'S PARTS CITY AUTO PA		Yes	No	No	09/15/2023	3.59
FAB		43780	127777	Check	1 1129	Remit2	AMAZON CAPITAL SERVICES		Yes	No	No	09/15/2023	4,185.70
FAB		43773	127778	Check	1 02039		AMBULANCE SERVICE INC		Yes	No	No	09/15/2023	662.50
FAB		43834	127779	Check	1 3697		A-OX WELDING SUPPLY COMPANY INC		Yes	No	No	09/15/2023	86.55
FAB		43830	127780	Check	1 3593		BLUE CROSS BLUE SHIELD OF MN		Yes	No	No	09/15/2023	40,297.81
FAB		43842	127781	Check	1 3793		BRECKENRIDGE PUBLIC SCHOOLS		Yes	No	No	09/15/2023	400.00
FAB		43828	127782	Check	1 3525		CHRISTENSEN, EMILY		Yes	No	No	09/15/2023	1,000.00
FAB		43833	127783	Check	1 3689		CIRCLE J RANCH LLC		Yes	No	No	09/15/2023	450.00
FAB		43827	127784	Check	1 3519		COWGIRL VOLLEYBALL BOOSTER CLL		Yes	No	No	09/15/2023	261.50
FAB		43787	127785	Check	1 1545		CREATIVE STITCHES		Yes	No	No	09/15/2023	1,020.00
FAB		43754	127786	Check	1 00111		CULINEX		Yes	No	No	09/15/2023	29.27
FAB		43836	127787	Check	1 3754		DAHLGREN, BRENDA		Yes	No	No	09/15/2023	51.00
FAB		43760	127788	Check	1 00482		DAILY NEWS		Yes	No	No	09/15/2023	36.00
FAB		43755	127789	Check	1 00115	Remit	DEMCO, INC		Yes	No	No	09/15/2023	1,396.63
FAB		43800	127790	Check	1 2265		EDUCATORS BENEFIT CONSULTANTS		Yes	No	No	09/15/2023	133.46

Breckenridge Public School Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Pay/Void				Amount
									Print	Recon	Void	Date	
FAB		43823	127791	Check	1	3358	EHLIN, LANCE		Yes	No	No	09/15/2023	115.00
FAB		43841	127792	Check	1	3792	ERBELE, TRENTON		Yes	No	No	09/15/2023	69.00
FAB		43771	127793	Check	1	01994	FARM CITY SUPPLY		Yes	No	No	09/15/2023	680.07
FAB		43756	127794	Check	1	00153	FARMERS UNION OIL CO		Yes	No	No	09/15/2023	1,510.58
FAB		43765	127795	Check	1	01211	FERGUS FALLS AREA SPEC. EDUC.		Yes	No	No	09/15/2023	65,400.00
FAB		43808	127796	Check	1	2774	FIRST ADVANTAGE BACKGROUND SEI		Yes	No	No	09/15/2023	8.61
FAB		43839	127797	Check	1	3789	FIRST CHOICE FOOD & BEVERAGE SO		Yes	No	No	09/15/2023	1,417.82
FAB		43799	127798	Check	1	2238	FURTHER		Yes	No	No	09/15/2023	48.50
FAB		43807	127799	Check	1	2765	GOOD YEAR		Yes	No	Yes	09/15/2023	0.00
FAB		43785	127800	Check	1	1499	GOPHER STATE ONE-CALL		Yes	No	No	09/15/2023	16.20
FAB		43837	127801	Check	1	3764	Graybar Electric Company, Inc		Yes	No	No	09/15/2023	502.40
FAB		43819	127802	Check	1	3202	GRIPENTROG, TYLER WAYNE		Yes	No	No	09/15/2023	184.00
FAB		43817	127803	Check	1	3103	GRIPENTROG, WAYNE		Yes	No	No	09/15/2023	115.00
FAB		43784	127804	Check	1	1432	GRIPPERS SPORTS TROPHYS		Yes	No	No	09/15/2023	176.00
FAB		43816	127805	Check	1	3087	HAIRE, TOM		Yes	No	No	09/15/2023	116.72
FAB		43815	127806	Check	1	2968	HERDING, MARIAH		Yes	No	No	09/15/2023	181.50
FAB		43811	127807	Check	1	2885	HIGH POINT NETWORKS		Yes	No	No	09/15/2023	7,098.00
FAB		43766	127808	Check	1	01529	HILLYARD /HUTCHINSON		Yes	No	No	09/15/2023	3,848.06
FAB		43840	127809	Check	1	3791	HODGSON, DAVE		Yes	No	No	09/15/2023	184.00
FAB		43818	127810	Check	1	3105	HOLZBAUER, MEGAN		Yes	No	No	09/15/2023	60.00
FAB		43781	127811	Check	1	1163	HOUGHTON MIFFLIN HARCOURT		Yes	No	No	09/15/2023	244.18
FAB		43786	127812	Check	1	1505	Remit INNOVATIVE OFFICE SOLUTIONS		Yes	No	No	09/15/2023	12.43
FAB		43826	127813	Check	1	3488	J&M PRINTING		Yes	No	No	09/15/2023	417.31
FAB		43777	127814	Check	1	03092	JK SPORTS		Yes	No	No	09/15/2023	1,263.70
FAB		43776	127815	Check	1	02325	JOHN DEERE FINANCIAL		Yes	No	No	09/15/2023	479.10
FAB		43804	127816	Check	1	2556	JW PEPPER		Yes	No	No	09/15/2023	281.99
FAB		43762	127817	Check	1	00518	LAKES COUNTRY SERVICE COOP		Yes	No	No	09/15/2023	719.06
FAB		43791	127818	Check	1	1827	LUXURY LIMO BUS		Yes	No	No	09/15/2023	1,144.95
FAB		43822	127819	Check	1	3328	MARCO TECHNOLOGIES, LLC		Yes	No	No	09/15/2023	2,079.88
FAB		43814	127820	Check	1	2967	MATERI, PEGGY		Yes	No	No	09/15/2023	195.00
FAB		43813	127821	Check	1	2889	MCDOWALL COMPANY		Yes	No	No	09/15/2023	3,686.93
FAB		43764	127822	Check	1	01184	MN SCHOOL EMPLOYEES ASSOC		Yes	No	No	09/15/2023	241.11
FAB		43772	127823	Check	1	02030	MN ST HIGH SCHOOL MATH LEAGUE		Yes	No	No	09/15/2023	600.00
FAB		43806	127824	Check	1	2718	MN STATE COMMUNITY AND TECHNIC		Yes	No	No	09/15/2023	221.97
FAB		43757	127825	Check	1	00322	MN STATE HIGH SCHOOL LEAGUE		Yes	No	No	09/15/2023	1,450.00
FAB		43805	127826	Check	1	2638	MSBA		Yes	No	No	09/15/2023	519.00
FAB		43825	127827	Check	1	3437	NARDINI FIRE EQUIPMENT		Yes	No	No	09/15/2023	742.00
FAB		43783	127828	Check	1	1292	ND CHILD SUPPORT DIVISION		Yes	No	No	09/15/2023	457.50
FAB		43810	127829	Check	1	2855	NEW DOMINION SCHOOL		Yes	No	No	09/15/2023	2,005.26

Breckenridge Public School Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Pay/Void			Amount	
									Print	Recon	Void		Date
FAB		43779	127830	Check	1 03307		NORTH CENTRAL BUS SALES		Yes	No	No	09/15/2023	543.58
FAB		43770	127831	Check	1 01946		NORTH CENTRAL INTERNATIONAL, LL		Yes	No	No	09/15/2023	208.04
FAB		43774	127832	Check	1 02104		OK TIRE STORES		Yes	No	No	09/15/2023	1,414.90
FAB		43820	127833	Check	1 3210		PALMER CREATIONS		Yes	No	No	09/15/2023	2,395.00
FAB		43797	127834	Check	1 2193		PEMBERTON, SORLIE, RUFER &		Yes	No	No	09/15/2023	244.00
FAB		43758	127835	Check	1 00385	Remit	PERMA BOUND		Yes	No	No	09/15/2023	2,799.89
FAB		43809	127836	Check	1 2818		PETERSON, RICHARD		Yes	No	No	09/15/2023	69.00
FAB		43838	127837	Check	1 3787		PIONEER MANUFACTURING COMPANY		Yes	No	No	09/15/2023	607.65
FAB		43794	127838	Check	1 1967		PIZZA RANCH		Yes	No	No	09/15/2023	432.00
FAB		43789	127839	Check	1 1718		RDO EQUIPMENT CO.		Yes	No	No	09/15/2023	676.00
FAB		43778	127840	Check	1 03149		READ NATURALLY, INC.		Yes	No	No	09/15/2023	920.00
FAB		43829	127841	Check	1 3572		RED RIVER TELEPHONE ASSN		Yes	No	No	09/15/2023	773.27
FAB		43759	127842	Check	1 00411		REGION I COMPUTER SERVICES		Yes	No	No	09/15/2023	42.50
FAB		43782	127843	Check	1 1290		RIDDELL ALL AMERICAN SPORTS		Yes	No	No	09/15/2023	7,067.85
FAB		43821	127844	Check	1 3224		SANFORD HEALTH OCCUPATION MED		Yes	No	No	09/15/2023	115.00
FAB		43812	127845	Check	1 2886		SANNES, LUTHER G.		Yes	No	No	09/15/2023	69.00
FAB		43835	127846	Check	1 3706		SAVVAS LEARNING COMPANY		Yes	No	No	09/15/2023	3,462.48
FAB		43769	127847	Check	1 01941		SCHMITT MUSIC CENTERS		Yes	No	No	09/15/2023	173.15
FAB		43768	127848	Check	1 01853		SCHOLASTIC INC.		Yes	No	No	09/15/2023	516.23
FAB		43802	127849	Check	1 2412	REMIT	SHI INTERNATIONAL CORP		Yes	No	No	09/15/2023	6,408.15
FAB		43796	127850	Check	1 2131		SUMMIT FIRE PROTECTION		Yes	No	No	09/15/2023	898.50
FAB		43792	127851	Check	1 1850		TAG UP		Yes	No	No	09/15/2023	265.00
FAB		43803	127852	Check	1 2416		TAYLOR MUSIC		Yes	No	Yes	09/15/2023	0.00
FAB		43801	127853	Check	1 2397		THE FORUM		Yes	No	No	09/15/2023	151.00
FAB		43767	127854	Check	1 01713		TODD'S WELDING SHOP		Yes	No	No	09/15/2023	14.12
FAB		43832	127855	Check	1 3656		TRIPLE S SERVICES LLC		Yes	No	No	09/15/2023	2,370.00
FAB		43790	127856	Check	1 1774		VIKING COCA-COLA BOTTLING CO.		Yes	No	No	09/15/2023	2,331.45
FAB		43824	127857	Check	1 3385		VON HANSON'S SNACKS, INC		Yes	No	No	09/15/2023	362.96
FAB		43793	127858	Check	1 1945		WAHPETON ACE HARDWARE		Yes	No	No	09/15/2023	23.60
FAB		43788	127859	Check	1 1569		WAHPETON AUTO VALUE		Yes	No	No	09/15/2023	1,069.31
FAB		43761	127860	Check	1 00509		WAHPETON GLASS & PAINT		Yes	No	No	09/15/2023	394.91
FAB		43775	127861	Check	1 02267	remit	WASTE MANAGEMENT		Yes	No	No	09/15/2023	1,319.45
FAB		43831	127862	Check	1 3609		WULFEKUHLE, CASSIE	Ind/Sole Proprietor	Yes	No	No	09/15/2023	181.50

Bank Total: \$323,931.09

Report Total: \$323,931.09

1. Financial Report & Bills

2. Contingent Account

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Breckenridge Public School-Contingent Account
Account Summary
August 2023

	<u>Aug 23</u>
Ordinary Income/Expense	
Expense	
01005010000899000 Sch Bd Misc	15.00
04005505321329000 ComEd Postage	896.18
04005591000319200 TTBL Coch/Ref	80.00
Total Expense	<u>991.18</u>
Net Ordinary Income	<u>-991.18</u>
Net Income	<u><u>-991.18</u></u>

Breckenridge Public School-Contingent Account
Transaction List by Date
August 2023

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Aug 23				
08/15/2023	27007	US Postmaster	23 Fall Community Ed/Back To Sc...	-896.18
08/18/2023			Deposit	3,779.50
08/18/2023	27008	Minnesota BCA	Wittenburg	-15.00
08/18/2023	27009	Jaxton Graves-Bolte	Twin Town Officiating	-80.00
Aug 23				

**Breckenridge Public School-Contingent Account
Transaction List by Date-Contingent Book
August 2023**

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Split</u>	<u>Amount</u>
Aug 23						
Check	08/15/2023	27007	US Postmaster	23 Fall Community Ed...	04005505321329000 ComEd Post...	-896.18
Deposit	08/18/2023			Deposit	Breckenridge School District #8	3,779.50
Check	08/18/2023	27008	Minnesota BCA	Wittenburg	01005010000899000 Sch Bd Misc	-15.00
Check	08/18/2023	27009	Jaxton Graves-Bolte	Twin Town Officiating	04005591000319200 TTBL Coch/...	-80.00
Aug 23						

C. Hires

1. Alyssa Martin, Elementary Teacher
2. Tyler Voight, Special Education Teacher
3. Kristin Evans, SpEd Para-Educator
4. Lesley Salinas, SpEd Para-Educator
5. Barbara Odens, Preschool Para-Educator
6. Aziza Freeman, SpEd Para-Educator (Preschool)
7. Falon Phelps, SpEd Para-Educator
8. Sandra Morgan, SpEd Para-Educator
9. Alyssa Lynaugh, SpEd Para-Educator
10. Sarah Huhnstock, School Psychologist
11. Jannika Harles, Food Service
12. Heather Gebhardt, Food Service
13. Josh Nordick, Football Coach
14. Noah Brenden, Football Coach

D. Resignations

1. Marissa Burhans, SpEd Para-Educator
2. Heidi Burhans, SpEd Para-Educator
3. Stephanie Anderson, SpEd Para-Educator
4. Cheryll Ferrel, SpEd Para-Educator
5. Becky Carow, SpEd Para-Educator

E. Extra Curricular Contracts

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	August	September	October	November	December	January	February	March	April	May	June '23
K	40	42									39
1	37	34									46
2	45	44									45
3	43	42									34
4	28	28									30
5	29	28									42
6	41	37									40
7	51	44									52
8	56	56									51
9	59	62									65
10	65	57									50
11	45	53									51
12	51	55									65
											610
PSEO		5	0	0	0	0	0	0	0	2	2
ALP only		0	0	0	0	0	0	0		0	0
Total	590	587	0	0	0						612
Pre-School	50	61									63
VL		6									9
Grand Total		654	0	0	0	0	0	0	0		684
MS St. Mary's		11									16
El. St. Mary's		20									13
Homeschool		11									0

	August	September	October	November	December	January	February	March	April	May	June '23
K	40	42									39
1	37	34									46
2	45	44									45
3	43	42									34
4	28	28									30
5	29	28									42
6	41	37									40
7	51	44									52
8	56	56									51
9	59	62									65
10	65	57									50
11	45	53									51
12	51	55									65
											610
PSEO		5	0	0	0	0	0	0	0	2	2
ALP only		0	0	0	0	0	0	0		0	0
Total	590	587	0	0	0						612
Pre-School	50	61									63
VL		6									9
Grand Total		654	0	0	0	0	0	0	0		684
MS St. Mary's		11									16
El. St. Mary's		20									13
Homeschool		9									0

5. Communications

- A. Ex-officio Student Representatives
- B. Dean of Students
- C. K-12 Principal

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Breckenridge Elementary School

Breckenridge Pride...Inspiring to Excel



K-12 Board Report September 2023

#1 BOARD VALUE: To provide a world-class education for Breckenridge students.

#2 BOARD VALUE: The board values the need for individualized learning and will prioritize our resources to support student achievement through active and engaging learning.

Breckenridge Pride:

- Students and staff that have adjusted to the new administrative model and shared all the positives with us in regards to the start of the year.
- Peggy & Cuyler Materi for their artwork on the front steps to welcome back students.
- Support Staff that did a great job with helping direct traffic and tasks for Open House conferences.
- Headwater Days Parade - Band sounded great! Football, cheerleader and elementary participants that came out on a Saturday morning!



Elementary Open House Conferences:

- [+ Conference numbers 2023-24](#)

Grant & Other Report Updates:

- All Title grants have been submitted.
- ADSIS End-of-Year Report has been completed for last year.

Enrollment Elem:

Breckenridge Elementary School

Breckenridge Pride...Inspiring to Excel

Drops: Total 35

- Moved - 16
- Trans to St. Mary's - 9
- Open enrolled - 8
- Homeschool/online - 2

Adds: 16

Enrollment HS:

Drops: 14 Total

- 3 Campbell
- 1 Rothsay
- 5 Moved
- 3 Valley Lake (went home)
- 1 Drop out/GED

Adds: 14 Total

Homecoming this week:

- King Tom Kautz and Queen Hailee Bruce were crowned to a full gym on 9/17/23.
- Dress up days and activities throughout the week.
- Steph Pausch and Jordan Christensen have done a great job putting everything together so quickly.

NDSCS Reading Tutor Partnership:

- Students use work study hours in the elementary classrooms - currently have 3 students in the kindergarten classrooms.

Assessments:

- **MCAs**
 - Benchmark reports have been shared with staff and we will be reviewing them on Wednesday PLCs.
 - These reports have further details on how students are doing on specific strands and benchmarks of the standards.

HS 20-21

	Electric	Water	Sewer	Storm Sewer	Fees
July 20	6787.16	171.00	0	160.30	29.79
Aug 20	7667.79	171.00	0	160.30	10.35
Sept20	7975.29	187.50	0	160.30	10.35
Oct 20	6545.70	276.00	52.50	160.30	10.35
Nov20	4659.74	388.00	60.50	160.30	10.35
Dec20	3769.96	297.00	54.00	160.30	10.35
Jan21	4147.48	318.00	55.50	160.30	10.35
Feb21	4734.38	472.00	66.50	160.30	10.35
Mar21	4001.78	437.00	64.00	160.30	10.35
Apr21	4113.88	395.00	61.00	160.30	10.35
May21	4369.46	451.00	62.00	160.30	10.35
Jun21	6953.86	1606.50	129.00	160.30	10.35
20-21 Totals	65,726.48	5,170.00	605.00	1,923.60	143.64
Total	73,568.72				

HS 21-22

	Electric	Water	Sewer	Storm Sewer	Fees
July21	6,004.24	2646.00	192.00	160.30	29.79
Aug21	7,331.04	2,819.25	202.50	160.30	10.35
Sept21	6,772.55	1,136.25	100.50	160.30	10.35
Oct21	3,249.56	528.00	67.50	160.30	10.35
Nov21	4,676.32	479.00	64.00	160.30	10.35
Dec21	4,261.98	654.00	76.50	160.30	10.35
Jan22	4,442.14	276.00	49.50	160.30	10.35
Feb22	4,700.62	416.00	59.50	160.30	10.35
Mar22	4,271.58	409.00	62.00	160.30	10.35
Apr22	4,360.38	451.00	65.00	160.30	10.35
May22	5,698.04	563.00	70.00	160.30	10.35
Jun22	6,006.15	864.00	84.00	160.30	10.35
Totals	61,774.60	11,241.50	1093.00	1,923.60	143.64
21-22 Total	76,176.34				

HS 22-23

	Electric	Water	Sewer	Storm Sewer	Fees
Jul22	7,491.25	2,250.00	168.00	160.30	29.79
Aug22	7,720.50	3,149.25	222.50	160.30	10.35
Sept22	8,076.43	2,307.75	171.50	160.30	10.35
Oct22	6,573.78	1,410.00	130.50	160.30	10.35
Nov22	4,657.34	451.00	62.00	160.30	10.35
Dec22	4,109.62	395.00	61.00	160.30	10.35
Jan23	4,075.48	346.00	57.50	160.30	10.35
Feb23	4,495.78	514.00	69.50	160.30	10.35
Mar23	4,127.90	409.00	62.00	160.30	10.35
Apr23	4,411.78	451.00	65.00	160.30	10.35
May23	4,472.14	465.00	63.00	160.30	10.35
Jun23	6,354.54	1,689.00	134.00	160.30	10.35
Totals	66,566.54	13,837.00	1,266.50	1,923.60	143.64
22-23 Total	83,737.28				

Elem 20-21

	Electric	Water	Sewer	Storm Sewer	Fees
Jul20	5,614.63	310.50	32.00	98.60	85.96
Aug20	5,969.98	252.75	28.50	98.60	56.80
Sep20	6,055.85	351.75	34.50	98.60	56.80
Oct20	6,155.44	598.00	54.50	98.60	56.80
Nov20	6,425.08	472.00	45.50	98.60	56.80
Dec20	6,240.58	367.00	38.00	98.60	56.80
Jan21	6,135.88	346.00	36.50	98.60	56.80
Feb21	8,399.80	535.00	50.00	98.60	56.80
Mar21	6,402.28	507.00	48.00	98.60	56.80
Apr21	6,183.40	514.00	48.50	98.60	56.80
May21	5,812.12	549.00	51.00	98.60	56.80
June21	6,532.50	657.00	53.00	98.60	56.80
Totals	75,927.54	5,460.00	520.00	1,183.20	710.76
20-21 Total	83,801.50				

Elem 21-22

	Electric	Water	Sewer	Storm Sewer	Fees
Jul21	6,404.46	401.25	37.50	98.60	85.96
Aug21	6,940.40	343.50	34.00	98.60	56.80
Sep21	5,642.26	384.75	36.50	98.60	56.80
Oct21	5,724.52	598.00	54.50	98.60	56.80
Nov21	5,845.42	444.00	43.50	98.60	56.80
Dec21	6,258.88	542.00	50.50	98.60	56.80
Jan22	6,839.80	360.00	37.50	98.60	56.80
Feb22	7,955.44	542.00	50.50	98.60	56.80
Mar22	6,606.94	500.00	47.50	98.60	56.80
Apr22	5,834.74	528.00	49.50	98.60	56.80
May22	6,347.53	724.00	63.50	98.60	56.80
Jun22	5,346.75	450.75	40.50	98.60	56.80
Total	75,747.14	5,818.25	545.50	1,183.20	710.76
21-22 Total	84,004.85				

Elem 22-23

	Electric	Water	Sewer	Storm Sewer	Fees
Jul22	6,719.18	285.75	30.50	98.60	85.96
Aug22	6,922.77	607.50	50.00	98.60	56.80
Sep22	6,614.45	401.25	37.50	98.60	56.80
Oct22	6,222.52	626.00	56.50	98.60	56.80
Nov22	5,668.54	528.00	49.50	98.60	56.80
Dec22	6,277.63	514.00	48.50	98.60	56.80
Jan23	7,050.94	409.00	41.00	98.60	56.80
Feb23	7,503.94	563.00	52.00	98.60	56.80
Mar23	6,975.94	458.00	44.50	98.60	56.80
Apr23	6,676.42	521.00	49.00	98.60	56.80
May23	5,392.30	528.00	49.50	98.60	56.80
Jun23	6,778.65	558.00	47.00	98.60	56.80
Total	78,803.28	5,999.50	555.50	1,183.20	710.76
22-23 Total	87,252.24				

Bus Garage			
	20-21	21-22	22-23
Jul	179.29	179.29	264.30
Aug	156.55	276.90	156.93
Sept	190.41	184.83	101.68
Oct	175.60	172.08	126.32
Nov	391.66	279.02	216.96
Dec	380.22	366.14	297.50
Jan	394.30	488.92	507.36
Feb	592.30	876.96	519.26
Mar	443.58	456.78	583.04
Apr	372.30	491.10	350.30
May	256.14	320.84	267.30
Jun	177.94	176.08	171.81
Total	3,710.29	4,268.94	3,562.76

Baseball Field			
	20-21	21-22	22-23
Jul	129.79	179.37	179.37
Aug	101.38	75.76	178.4
Sept	69.00	46.00	113.64
Oct	25.00	46.00	144.00
Nov	25.00	46.00	132.36
Dec	25.00	46.00	46.00
Jan	25.00	46.00	46.00
Feb	25.00	46.00	46.00
Mar	25.00	46.00	46.00
Apr	25.00	46.00	158.64
May	110.58	117.62	89.00
Jun	85.19	190.66	86.50
Total	670.94	931.41	1,265.91

Baseball Field

	20-21	21-22	22-23
Jul	129.79	179.37	179.37
Aug	101.38	75.76	178.4
Sept	69.00	46.00	113.64
Oct	25.00	46.00	144.00
Nov	25.00	46.00	132.36
Dec	25.00	46.00	46.00
Jan	25.00	46.00	46.00
Feb	25.00	46.00	46.00
Mar	25.00	46.00	46.00
Apr	25.00	46.00	158.64
May	110.58	117.62	89.00
Jun	85.19	190.66	86.50
Total	670.94	931.41	1,265.91

HS Electric

	20-21	21-22	22-23	23-24	
Jul	6787.16	6004.24	7491.25	5942.00	-21%
Aug	7667.79	7331.04	7720.50	5456.57	-29%
Sept	7979.25	6772.55	8076.43		
Oct	6545.70	3249.56	6573.78		
Nov	4659.74	4676.32	4657.34		
Dec	3769.96	4261.98	4109.62		
Jan	4147.48	4442.14	4075.48		
Feb	4734.38	4700.62	4495.78		
Mar	4001.78	4271.58	4127.90		
Apr	4113.88	4360.38	4411.78		
May	4369.46	5698.04	4472.14		
Jun	6953.86	6006.15	6354.54		

Elem Electric

	20-21	21-22	22-23	23-24
Jul	5614.63	6404.46	6719.18	6039.36
Aug	5969.98	6940.40	6922.77	6747.35
Sept	6055.85	5642.26	6614.45	
Oct	6155.44	5724.52	6222.52	
Nov	6425.08	5845.42	5668.54	
Dec	6240.58	6258.88	6277.63	
Jan	6135.88	6839.80	7050.94	
Feb	8399.80	7955.44	7503.94	
Mar	6402.28	6606.94	6975.94	
Apr	6183.40	5834.74	6676.42	
May	5812.12	6347.53	5392.30	
Jun	6532.50	5346.75	6778.65	

District Utilites

	20-21	21-22	22-23
High School	73,568.72	76,176.34	83,737.28
Elementary	83,801.50	84,004.85	87,252.24
Bus Garage	3,710.29	4,268.94	3,562.76
Baseball Field	670.94	931.41	1,265.91
Total	161,751.45	165,381.54	175,818.19

Great Plains

	21-22	22-23	23-24
Jul21	1,941.72	4,123.85	1,148.31
Aug21	1,636.62	2,977.96	607.40
Sep21	2,123.37	3,523.10	607.54
Oct21	2,203.13	4,041.14	
Nov21	1,848.09	3,393.20	
Dec21	6,952.91	7,063.25	
Jan22	13,506.95	15,858.00	
Feb22	21,552.21	24,016.81	
Mar22	21,408.10	19,601.71	
Apr22	18,824.45	16,994.05	
May22	10,527.76	10,496.81	
Jun22	9,547.04	7,170.69	
Total	112,072.35	119,260.57	

1810 North 6th Street
 PO Box 12878
Grand Forks, ND 58208
 Office: 701.775.5369
 Fax: 701.775.2419

205 42nd Street SE, Ste. 100
Minot, ND 58702
 Office: 701.838.5945
 Fax: 701.838.5864

2315 7th Avenue North
Fargo, ND 58102
 Office: 701.232.7330
 Fax: 701.232.5298

105 7th Avenue SE
Jamestown, ND 58401
 Phone: 701.252.2403
 Fax: 701.775.2419

213 Riverwood Ave SE
Mandan, ND 58554
 Phone: 701.663.8972

314 5th Street SE
Devils Lake, ND 58301
 Office: 701.662.8137
 Fax: 701.662.3190

Equal Opportunity Employer / Toll Free: 1.800.732.4246 / www.tectaamerica.com

TO	Breckenridge Public Schools Attn: Project Manager 810 Beede Avenue Breckenridge, MN 56520	DATE	August 9, 2023
		PROJECT	Breckenridge High School – 2023 Inspection Repairs 710 13 th Street North
		LOCATION	Breckenridge, MN 56520

WE ARE PLEASED TO QUOTE ON THE FOLLOWING

SCOPE OF WORK

- Set up safety to comply with OSHA standards for each repair area
- Make repairs outlined in 2023 Tecta Tracker inspection report
- Remove and dispose of roofing related debris upon completion

All of the above listed work will be provided for the sum of \$13,969.00

The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Building Permit. Some cities require a building permit be purchased for re-roofing projects. Unless specifically stated on this proposal, Tecta America Dakotas LLC has not included that cost. Expiration. This proposal expires 30 days from date hereof.

See additional conditions on reverse.

Accepted

Tecta America Dakotas LLC

By _____
 (Authorized Signature)

By 
 Dan Oman

TERMS AND CONDITIONS

Nature of Work. Tecta America Dakotas LLC shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Tecta America Dakotas LLC does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Tecta America Dakotas LLC is not responsible for structural integrity and design, including compliance with codes. If plans, specifications or other design documents have been furnished to Tecta America Dakotas LLC, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Tecta America Dakotas LLC is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Tecta America Dakotas LLC from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. Tecta America Dakotas LLC is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.

1. Indemnification. To the fullest extent permitted by law, Tecta America Dakotas LLC shall indemnify and hold harmless the customer, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Tecta America Dakotas LLC's work under this Contract provided that any such claim, damage, loss or expense is caused in whole or in part, and only to the extent from a negligent act or omission of Tecta America Dakotas LLC or anyone for whose work Tecta America Dakotas LLC is responsible under this contract. IN NO EVENT SHALL SUCH LIABILITY INCLUDE INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, UNMITIGATED, OR CONSEQUENTIAL DAMAGES.
2. Asbestos and Toxic Materials. This proposal and contract is based upon the work to be performed by Tecta America Dakotas LLC not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Tecta America Dakotas LLC is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Tecta America Dakotas LLC shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.
3. Insurance. Tecta America Dakotas LLC shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. Tecta America Dakotas LLC will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, upon the full value of the entire Project, including the labor, material and equipment furnished by Tecta America Dakotas LLC, covering fire, extended coverage, windstorm, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted and Tecta America Dakotas LLC's equipment is removed from the premises.
4. Additional Insured. If Customer requires and Tecta America Dakotas LLC agrees to name Customer or others as an additional insured on Tecta America Dakotas LLC's liability insurance policy, Customer and Tecta America Dakotas LLC agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Tecta America Dakotas LLC and is not intended to make the Tecta America Dakotas LLC's insurer liable for claims that are due to the fault of the additional insured.
5. Changes in the Work and Extra Work. Customer shall be entitled to order changes in the Work and the total contract price adjusted accordingly. Any penetrations through the roofing to be installed by Tecta America Dakotas LLC not shown on the plans provided to Tecta America Dakotas LLC prior to submittal of this proposal shall be considered an order for extra work. Any carpentry work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material basis as an extra unless specifically included in the Scope of Work section.
6. Availability of Site. Tecta America Dakotas LLC shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Tecta America Dakotas LLC shall not be required to begin work until underlying areas are ready and acceptable to receive Tecta America Dakotas LLC's work and sufficient areas of roof deck are available and free from dirt, snow, ice, water or debris to allow continuous full operation until job completion. The expense of snow, ice, water or debris removal and any extra trips by Tecta America Dakotas LLC to the job as a result of the job not being ready for roof application after Tecta America Dakotas LLC has been notified to proceed will be charged as an extra.
7. Site Conditions. Tecta America Dakotas LLC shall not be responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Tecta America Dakotas LLC. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Tecta America Dakotas LLC to perform the roofing work shall be performed by others or treated as an extra.
8. Price Volatility. Asphalt, steel products, isocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Tecta America Dakotas LLC. If there is a substantial increase in these or other products between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost to Tecta America Dakotas LLC, upon submittal of written documentation and advance notice to Customer.
9. Fumes and Emissions. Owner and Tecta America Dakotas LLC acknowledge that asphalt may be heated by Tecta America Dakotas LLC, odors and emissions from other roofing products will be released and noise will be generated as part of the roofing operations to be performed by Tecta America Dakotas LLC. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Customer shall hold Tecta America Dakotas LLC harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
10. Back Charges. No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Tecta America Dakotas LLC shall be valid unless previously authorized in writing by Tecta America Dakotas LLC and unless written notice is given to Tecta America Dakotas LLC within ten (10) days of the event, act or omission which is the basis of the back charge.
11. Damages and Delays. Tecta America Dakotas LLC will not be responsible for damage done to Tecta America Dakotas LLC's work by others. Any repairing of the same by Tecta America Dakotas LLC will be charged at regular scheduled rates over and above the amount of this proposal. Tecta America Dakotas LLC shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Tecta America Dakotas LLC's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.
12. Electrical Conduit. Tecta America Dakotas LLC's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Tecta America Dakotas LLC from any personal injury, damage, claim, loss or expense resulting from the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Tecta America Dakotas LLC's personnel, and shall compensate Tecta America Dakotas LLC for additional time, labor and expense resulting from the presence of such materials.
13. Right to Stop Work. The failure of Customer to make proper payment to Tecta America Dakotas LLC when due shall entitle Tecta America Dakotas LLC, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Tecta America Dakotas LLC shall be increased by the amount of Tecta America Dakotas LLC's reasonable costs of shut-down, delay and start-up.
14. Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior and possibly, if hot asphalt or pitch is used, drippage may occur depending upon deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Tecta America Dakotas LLC shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Tecta America Dakotas LLC harmless from claims of tenants who were not so notified and did not provide protection.
15. Working Hours. This proposal is based upon the performance of all work during Tecta America Dakotas LLC's regular working hours. Extra charges will be made for overtime and all work performed other than during Tecta America Dakotas LLC's regular working hours, if required by Customer.
16. Warranty. Tecta America Dakotas LLC's work will be warranted by Tecta America Dakotas LLC in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A copy of Tecta America Dakotas LLC's standard warranty is attached or, if not, will be furnished upon request. Tecta America Dakotas LLC SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Tecta America Dakotas LLC for all defects in workmanship furnished by Tecta America Dakotas LLC. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material. Tecta America Dakotas LLC's Liability is waived if Customer does not maintain the roof in accordance with the manufacturer's instructions.
17. Mold. Tecta America Dakotas LLC and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly; including notice to Tecta America Dakotas LLC if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, Tecta America Dakotas LLC will make repairs promptly so that water entry through the roofing installed by Tecta America Dakotas LLC is not a source of moisture. Tecta America Dakotas LLC is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify Tecta America Dakotas LLC from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.
18. Material References. Tecta America Dakotas LLC is not responsible for the actual verification of Technical specifications of product manufacturers; i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.
19. Arbitration. If a dispute shall arise between Tecta America Dakotas LLC and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Tecta America Dakotas LLC, including a claim alleging any breach of this contract or negligence by Tecta America Dakotas LLC must be initiated no later than two (2) years after Tecta America Dakotas LLC completed roof installation. Collection matters may be processed through litigation or arbitration at the discretion of the Tecta America Dakotas LLC.
20. Price Contingency. The price provided for the identified scope of work is contingent upon the final agreement of any contractual terms and conditions.
21. Work Not Included. No repairs to roof deck, installation of wood blocking or cant strips, furnishing and application of sheet metal work or roof drains and lead roof drain flashings, or other items not stated on the face of this proposal are included in this contract. Tecta America Dakotas LLC shall not be responsible for additional costs due to the existence of rotted wood blocking, wet insulation, or other subsurface or latent conditions that are not disclosed in writing to Tecta America Dakotas LLC. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Tecta America Dakotas LLC to perform the roofing work shall be performed by others or treated as an extra unless specifically included on the face of this proposal. Roof penetrations and other roof top equipment not shown on drawings that require flashing by Tecta America Dakotas LLC will be considered extra work.
22. Payment. Unless stated otherwise on the face of this proposal, payment, including monthly progress pay requests, shall be made by Customer within 30 days of receipt of invoice. All sums not paid in full when due shall earn interest at the rate of 1-1/2% per month until paid. If Customer does not make payment, Tecta America Dakotas LLC shall be entitled to recover from Customer all costs of collection incurred by Tecta America Dakotas LLC, including attorney's fees and litigation expenses. Collection matters may be processed through litigation or arbitration at the discretion of Tecta America Dakotas LLC. Failure of Customer to make proper payment to Tecta America Dakotas LLC when due shall entitle Tecta America Dakotas LLC, at its discretion, to suspend all work and shipments, including furnishing warranty, until final payment is made or terminate this contract. The contract sum to be paid to Tecta America Dakotas LLC shall be increased by the amount of Tecta America Dakotas LLC's reasonable costs of shutdown, delay and start up.
23. The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Tecta America Dakotas LLC agrees that it and each subcontractor shall to the extent applicable by law comply with (1) the terms of the Equal Opportunity and Affirmative Action clauses, which are incorporated herein by this reference, and program requirements contained in 41 CFR §§ 60-1.4(a), 250.5(a) and 741.5(a), or their successors, concerning women, minorities, eligible veterans and individuals with a disability, (2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (41 CFR § 60-4.2(d)), or its successor, (3) the EEO-1 and VETS-100 form filing requirements contained in 41 CFR §§ 60-1.7 and 61-250.5(a) or their successors, and (4) all applicable Executive Orders, laws and regulations relating to any of the above.

FACILITY SUMMARY REPORT

B

Breckenridge Schools
Breckenridge Elementary
810 Beede Avenue, Breckenridge, MN 56520

Facility Roof Audit Performed On:
Jul 31, 2023



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Please note that the financial figures provided in this report reflect opinions of probable costs based on current pricing. However, conditions may change with time, and market fluctuations in raw material pricing are common. As such, financial figures should be considered initial budget estimates derived from current roof information. In addition, the identification of roof system components is based on test cut sampling and/or information from the owner's records. However, in some cases actual roof system components may vary from those reported here.

C PENDING REPAIRS

Repair #1:

Base flashing voids, splits or open side laps will be repaired using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-09 - Membrane Flashing Voids, Splits or Open Side Laps
Section: C
Status: Pending
Priority: B - Necessary
Category: Roof Repair
Quantity: 2 EA



D PENDING REPAIRS
Repair #1:

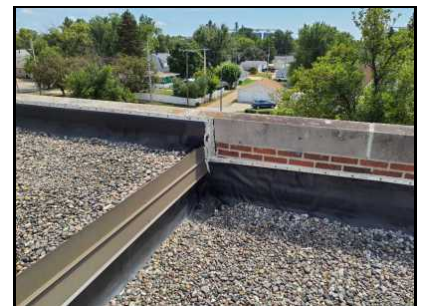
Base flashing voids, splits or open side laps will be repaired using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-09 - Membrane Flashing Voids, Splits or Open Side Laps
Section: D
Status: Pending
Priority: B - Necessary
Category: Roof Repair
Quantity: 1 EA


Repair #2:

Base flashing voids, splits or open side laps will be repaired using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-09 - Membrane Flashing Voids, Splits or Open Side Laps
Section: D
Status: Pending
Priority: B - Necessary
Category: Roof Repair
Quantity: 1 EA


Repair #3:

The membrane will be re-secured at the perimeter using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-04 - Perimeter Membrane Securement Defective
Section: D
Status: Pending
Priority: B - Necessary
Category: Roof Repair
Quantity: 25 LF



Repair #4:

Base flashing voids, splits or open side laps will be repaired using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-09 - Membrane Flashing Voids, Splits or Open Side Laps
Section: D
Status: Pending
Priority: B - Necessary
Category: Roof Repair
Quantity: 1 EA


Repair #5:

Base flashing voids, splits or open side laps will be repaired using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-09 - Membrane Flashing Voids, Splits or Open Side Laps
Section: D
Status: Pending
Priority: B - Necessary
Category: Roof Repair
Quantity: 1 EA


Repair #6:

The membrane will be re-secured at the perimeter using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-04 - Perimeter Membrane Securement Defective
Section: D
Status: Pending
Priority: C - Life-Extending
Category: Roof Repair
Quantity: 25 LF



Repair #7:

Base flashing voids, splits or open side laps will be repaired using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-09 - Membrane Flashing Voids, Splits or Open Side Laps
Section: D
Status: Pending
Priority: B - Necessary
Category: Roof Repair
Quantity: 1 EA


Repair #8:

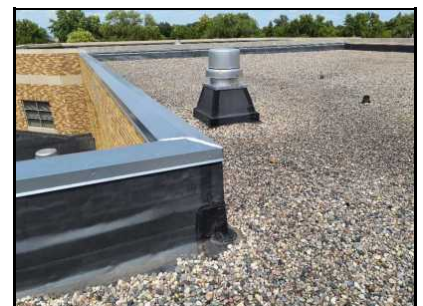
The membrane will be re-secured at the perimeter using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-04 - Perimeter Membrane Securement Defective
Section: D
Status: Pending
Priority: C - Life-Extending
Category: Roof Repair
Quantity: 5 LF


Repair #9:

Base flashing voids, splits or open side laps will be repaired using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-09 - Membrane Flashing Voids, Splits or Open Side Laps
Section: D
Status: Pending
Priority: B - Necessary
Category: Roof Repair
Quantity: 1 EA



Repair #10:

Base flashing voids, splits or open side laps will be repaired using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-09 - Membrane Flashing Voids, Splits or Open Side Laps
Section: D
Status: Pending
Priority: B - Necessary
Category: Roof Repair
Quantity: 1 EA



E PENDING REPAIRS
Repair #1:

Base flashing voids, splits or open side laps will be repaired using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-09 - Membrane Flashing Voids, Splits or Open Side Laps
Section: E
Status: Pending
Priority: A - Urgent
Category: Roof Repair
Quantity: 2 EA


Repair #2:

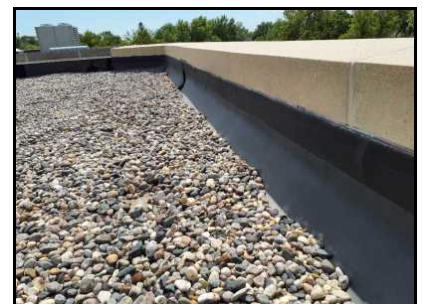
Base flashing voids, splits or open side laps will be repaired using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-09 - Membrane Flashing Voids, Splits or Open Side Laps
Section: E
Status: Pending
Priority: A - Urgent
Category: Roof Repair
Quantity: 2 EA


Repair #3:

The membrane will be re-secured at the perimeter using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-04 - Perimeter Membrane Securement Defective
Section: E
Status: Pending
Priority: B - Necessary
Category: Roof Repair
Quantity: 40 LF



Repair #4:

Base flashing voids, splits or open side laps will be repaired using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-09 - Membrane Flashing Voids, Splits or Open Side Laps
Section: E
Status: Pending
Priority: A - Urgent
Category: Roof Repair
Quantity: 1 EA


Repair #5:

Base flashing voids, splits or open side laps will be repaired using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-09 - Membrane Flashing Voids, Splits or Open Side Laps
Section: E
Status: Pending
Priority: A - Urgent
Category: Roof Repair
Quantity: 1 EA



F PENDING REPAIRS

Repair #1:

Base flashing voids, splits or open side laps will be repaired using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

- Problem:** SP-09 - Membrane Flashing Voids, Splits or Open Side Laps
- Section:** F
- Status:** Pending
- Priority:** B - Necessary
- Category:** Roof Repair
- Quantity:** 1 EA



H PENDING REPAIRS**Repair #1:**

The drain should be unplugged and water tested to insure satisfactory drainage has been achieved.

Problem: C-02 - Plugged Drain
Section: H
Status: Pending
Priority: B - Necessary
Category: Non Roof
Quantity: 1 EA



O PENDING REPAIRS

Repair #1:

Base flashing voids, splits or open side laps will be repaired using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-09 - Membrane Flashing Voids, Splits or Open Side Laps
Section: O
Status: Pending
Priority: B - Necessary
Category: Roof Repair
Quantity: 2 EA



P PENDING REPAIRS
Repair #1:

Damaged or deteriorated roofing insulation will be removed and replaced with new insulation to match the height of the existing roof system, and the membrane replaced and tied into the existing roof system.

Problem: C-24 - Roofing Insulation Damaged or Deteriorated
Section: P
Status: Pending
Priority: C - Life-Extending
Category: Roof Repair
Quantity: 1 EA


Repair #2:

Base flashing voids, splits or open side laps will be repaired using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-09 - Membrane Flashing Voids, Splits or Open Side Laps
Section: P
Status: Pending
Priority: B - Necessary
Category: Roof Repair
Quantity: 3 EA


Repair #3:

Base flashing voids, splits or open side laps will be repaired using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-09 - Membrane Flashing Voids, Splits or Open Side Laps
Section: P
Status: Pending
Priority: B - Necessary
Category: Roof Repair
Quantity: 4 EA



Q PENDING REPAIRS
Repair #1:

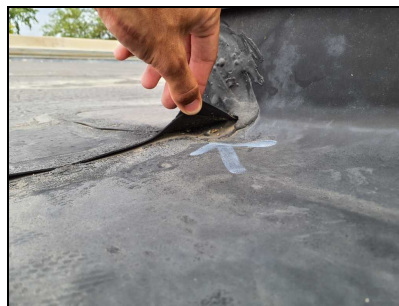
Base flashing voids, splits or open side laps will be repaired using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-09 - Membrane Flashing Voids, Splits or Open Side Laps
Section: Q
Status: Pending
Priority: B - Necessary
Category: Roof Repair
Quantity: 2 EA


Repair #2:

Base flashing voids, splits or open side laps will be repaired using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-09 - Membrane Flashing Voids, Splits or Open Side Laps
Section: Q
Status: Pending
Priority: B - Necessary
Category: Roof Repair
Quantity: 1 EA


Repair #3:

Base flashing voids, splits or open side laps will be repaired using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-09 - Membrane Flashing Voids, Splits or Open Side Laps
Section: Q
Status: Pending
Priority: B - Necessary
Category: Roof Repair
Quantity: 1 EA



R PENDING REPAIRS

Repair #1:

Membrane punctures will be repaired using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-01 - Membrane Puncture(s)
Section: R
Status: Pending
Priority: B - Necessary
Category: Roof Repair
Quantity: 1 EA



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 Fax: 701.775.2419

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2315 7th Avenue North
Fargo, ND 58102
 Office: 701.232.7330
 Fax: 701.232.5298

105 7th Avenue SE
Jamestown, ND 58401
 Phone: 701.252.2403
 Fax: 701.775.2419

213 Riverwood Ave SE
Mandan, ND 58554
 Phone: 701.663.8972

314 5th Street SE
Devils Lake, ND 58301
 Office: 701.662.8137
 Fax: 701.662.3190

Equal Opportunity Employer / Toll Free: 1.800.732.4246 / www.tectaamerica.com

TO	Breckenridge Public Schools Attn: Project Manager 810 Beede Avenue Breckenridge, MN 56520	DATE	August 9, 2023
PROJECT		PROJECT	Breckenridge Elementary - 2023 Inspection Repairs 810 Beede Avenue
LOCATION		LOCATION	Breckenridge, MN 56520

WE ARE PLEASED TO QUOTE ON THE FOLLOWING

SCOPE OF WORK

- Set up safety to comply with OSHA standards for each repair area
- Make repairs outlined in 2023 Tecta Tracker inspection report
- Remove and dispose of roofing related debris upon completion

All of the above listed work will be provided for the sum of \$10,834.00

The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Building Permit. Some cities require a building permit be purchased for re-roofing projects. Unless specifically stated on this proposal, Tecta America Dakotas LLC has not included that cost. Expiration. This proposal expires 30 days from date hereof.

See additional conditions on reverse.

Accepted

Tecta America Dakotas LLC

By _____
 (Authorized Signature)

By 
 Dan Oman

TERMS AND CONDITIONS

Nature of Work. Tecta America Dakotas LLC shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Tecta America Dakotas LLC does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Tecta America Dakotas LLC is not responsible for structural integrity and design, including compliance with codes. If plans, specifications or other design documents have been furnished to Tecta America Dakotas LLC, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Tecta America Dakotas LLC is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Tecta America Dakotas LLC from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. Tecta America Dakotas LLC is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.

1. Indemnification. To the fullest extent permitted by law, Tecta America Dakotas LLC shall indemnify and hold harmless the customer, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Tecta America Dakotas LLC's work under this Contract provided that any such claim, damage, loss or expense is caused in whole or in part, and only to the extent from a negligent act or omission of Tecta America Dakotas LLC or anyone for whose work Tecta America Dakotas LLC is responsible under this contract. IN NO EVENT SHALL SUCH LIABILITY INCLUDE INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, UNMITIGATED, OR CONSEQUENTIAL DAMAGES.
2. Asbestos and Toxic Materials. This proposal and contract is based upon the work to be performed by Tecta America Dakotas LLC not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Tecta America Dakotas LLC is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Tecta America Dakotas LLC shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.
3. Insurance. Tecta America Dakotas LLC shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. Tecta America Dakotas LLC will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, upon the full value of the entire Project, including the labor, material and equipment furnished by Tecta America Dakotas LLC, covering fire, extended coverage, windstorm, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted and Tecta America Dakotas LLC's equipment is removed from the premises.
4. Additional Insured. If Customer requires and Tecta America Dakotas LLC agrees to name Customer or others as an additional insured on Tecta America Dakotas LLC's liability insurance policy, Customer and Tecta America Dakotas LLC agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Tecta America Dakotas LLC and is not intended to make the Tecta America Dakotas LLC's insurer liable for claims that are due to the fault of the additional insured.
5. Changes in the Work and Extra Work. Customer shall be entitled to order changes in the Work and the total contract price adjusted accordingly. Any penetrations through the roofing to be installed by Tecta America Dakotas LLC not shown on the plans provided to Tecta America Dakotas LLC prior to submittal of this proposal shall be considered an order for extra work. Any carpentry work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material basis as an extra unless specifically included in the Scope of Work section.
6. Availability of Site. Tecta America Dakotas LLC shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Tecta America Dakotas LLC shall not be required to begin work until underlying areas are ready and acceptable to receive Tecta America Dakotas LLC's work and sufficient areas of roof deck are available and free from dirt, snow, ice, water or debris to allow continuous full operation until job completion. The expense of snow, ice, water or debris removal and any extra trips by Tecta America Dakotas LLC to the job as a result of the job not being ready for roof application after Tecta America Dakotas LLC has been notified to proceed will be charged as an extra.
7. Site Conditions. Tecta America Dakotas LLC shall not be responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Tecta America Dakotas LLC. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Tecta America Dakotas LLC to perform the roofing work shall be performed by others or treated as an extra.
8. Price Volatility. Asphalt, steel products, isocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Tecta America Dakotas LLC. If there is a substantial increase in these or other products between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost to Tecta America Dakotas LLC, upon submittal of written documentation and advance notice to Customer.
9. Fumes and Emissions. Owner and Tecta America Dakotas LLC acknowledge that asphalt may be heated by Tecta America Dakotas LLC, odors and emissions from other roofing products will be released and noise will be generated as part of the roofing operations to be performed by Tecta America Dakotas LLC. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Customer shall hold Tecta America Dakotas LLC harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
10. Back Charges. No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Tecta America Dakotas LLC shall be valid unless previously authorized in writing by Tecta America Dakotas LLC and unless written notice is given to Tecta America Dakotas LLC within ten (10) days of the event, act or omission which is the basis of the back charge.
11. Damages and Delays. Tecta America Dakotas LLC will not be responsible for damage done to Tecta America Dakotas LLC's work by others. Any repairing of the same by Tecta America Dakotas LLC will be charged at regular scheduled rates over and above the amount of this proposal. Tecta America Dakotas LLC shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Tecta America Dakotas LLC's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.
12. Electrical Conduit. Tecta America Dakotas LLC's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Tecta America Dakotas LLC from any personal injury, damage, claim, loss or expense resulting from the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Tecta America Dakotas LLC's personnel, and shall compensate Tecta America Dakotas LLC for additional time, labor and expense resulting from the presence of such materials.
13. Right to Stop Work. The failure of Customer to make proper payment to Tecta America Dakotas LLC when due shall entitle Tecta America Dakotas LLC, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Tecta America Dakotas LLC shall be increased by the amount of Tecta America Dakotas LLC's reasonable costs of shut-down, delay and start-up.
14. Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior and possibly, if hot asphalt or pitch is used, drippage may occur depending upon deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Tecta America Dakotas LLC shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Tecta America Dakotas LLC harmless from claims of tenants who were not so notified and did not provide protection.
15. Working Hours. This proposal is based upon the performance of all work during Tecta America Dakotas LLC's regular working hours. Extra charges will be made for overtime and all work performed other than during Tecta America Dakotas LLC's regular working hours, if required by Customer.
16. Warranty. Tecta America Dakotas LLC's work will be warranted by Tecta America Dakotas LLC in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A copy of Tecta America Dakotas LLC's standard warranty is attached or, if not, will be furnished upon request. Tecta America Dakotas LLC SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Tecta America Dakotas LLC for all defects in workmanship furnished by Tecta America Dakotas LLC. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material. Tecta America Dakotas LLC's Liability is waived if Customer does not maintain the roof in accordance with the manufacturer's instructions.
17. Mold. Tecta America Dakotas LLC and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly; including notice to Tecta America Dakotas LLC if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, Tecta America Dakotas LLC will make repairs promptly so that water entry through the roofing installed by Tecta America Dakotas LLC is not a source of moisture. Tecta America Dakotas LLC is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify Tecta America Dakotas LLC from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.
18. Material References. Tecta America Dakotas LLC is not responsible for the actual verification of Technical specifications of product manufacturers; i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.
19. Arbitration. If a dispute shall arise between Tecta America Dakotas LLC and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Tecta America Dakotas LLC, including a claim alleging any breach of this contract or negligence by Tecta America Dakotas LLC must be initiated no later than two (2) years after Tecta America Dakotas LLC completed roof installation. Collection matters may be processed through litigation or arbitration at the discretion of the Tecta America Dakotas LLC.
20. Price Contingency. The price provided for the identified scope of work is contingent upon the final agreement of any contractual terms and conditions.
21. Work Not Included. No repairs to roof deck, installation of wood blocking or cant strips, furnishing and application of sheet metal work or roof drains and lead roof drain flashings, or other items not stated on the face of this proposal are included in this contract. Tecta America Dakotas LLC shall not be responsible for additional costs due to the existence of rotted wood blocking, wet insulation, or other subsurface or latent conditions that are not disclosed in writing to Tecta America Dakotas LLC. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Tecta America Dakotas LLC to perform the roofing work shall be performed by others or treated as an extra unless specifically included on the face of this proposal. Roof penetrations and other roof top equipment not shown on drawings that require flashing by Tecta America Dakotas LLC will be considered extra work.
22. Payment. Unless stated otherwise on the face of this proposal, payment, including monthly progress pay requests, shall be made by Customer within 30 days of receipt of invoice. All sums not paid in full when due shall earn interest at the rate of 1-1/2% per month until paid. If Customer does not make payment, Tecta America Dakotas LLC shall be entitled to recover from Customer all costs of collection incurred by Tecta America Dakotas LLC, including attorney's fees and litigation expenses. Collection matters may be processed through litigation or arbitration at the discretion of Tecta America Dakotas LLC. Failure of Customer to make proper payment to Tecta America Dakotas LLC when due shall entitle Tecta America Dakotas LLC, at its discretion, to suspend all work and shipments, including furnishing warranty, until final payment is made or terminate this contract. The contract sum to be paid to Tecta America Dakotas LLC shall be increased by the amount of Tecta America Dakotas LLC's reasonable costs of shutdown, delay and start up.
23. The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Tecta America Dakotas LLC agrees that it and each subcontractor shall to the extent applicable by law comply with (1) the terms of the Equal Opportunity and Affirmative Action clauses, which are incorporated herein by this reference, and program requirements contained in 41 CFR §§ 60-1.4(a), 250.5(a) and 741.5(a), or their successors, concerning women, minorities, eligible veterans and individuals with a disability, (2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (41 CFR § 60-4.2(d)), or its successor, (3) the EEO-1 and VETS-100 form filing requirements contained in 41 CFR §§ 60-1.7 and 61-250.5(a) or their successors, and (4) all applicable Executive Orders, laws and regulations relating to any of the above.

FACILITY SUMMARY REPORT

B

Breckenridge Schools

Breckenridge High School

710 13th Street North, Breckenridge, MN 56520

Facility Roof Audit Performed On:

Jul 31, 2023



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Please note that the financial figures provided in this report reflect opinions of probable costs based on current pricing. However, conditions may change with time, and market fluctuations in raw material pricing are common. As such, financial figures should be considered initial budget estimates derived from current roof information. In addition, the identification of roof system components is based on test cut sampling and/or information from the owner's records. However, in some cases actual roof system components may vary from those reported here.

B PENDING REPAIRS
Repair #1:

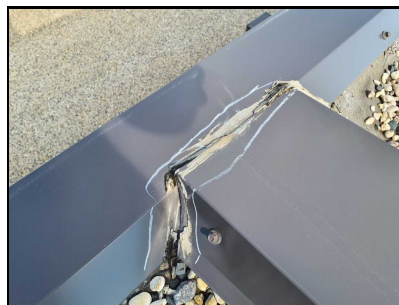
Areas of deteriorated base flashing will be temporarily repaired by applying three alternating layers of compatible fibrated plastic cement and mesh fabric. All loose material will be removed prior to new material application.

Problem: BUR-09 - Base Flashing Deteriorated
Section: B
Status: Pending
Priority: A - Urgent
Category: Roof Repair
Quantity: 1 EA


Repair #2:

Deteriorated metal flashing sealant will be removed and a new high quality elastomeric sealant installed.

Problem: C-15 - Metal Flashing Sealant Deteriorated or Missing
Section: B
Status: Pending
Priority: B - Necessary
Category: PM
Quantity: 1 EA



C PENDING REPAIRS

Repair #1:

Deteriorated metal flashing sealant will be removed and a new high quality elastomeric sealant installed.

Problem: C-15 - Metal Flashing Sealant Deteriorated or Missing
Section: C
Status: Pending
Priority: B - Necessary
Category: PM
Quantity: 1 EA



D PENDING REPAIRS**Repair #1:**

The roofing membrane should be continually monitored for changes in surface erosion or loss of integrity in areas of minor ponding water.

Problem: C-06 - Ponding Water
Section: D
Status: Pending
Priority: C - Life-Extending
Category: Roof Repair
Quantity: 1 SF



G PENDING REPAIRS
Repair #1:

Deteriorated or poorly installed scupper flashing will be removed, and the scupper will be reflashed with hot or cold-applied bitumen material.

Problem: BUR-16 - Scupper Flashing Deteriorated or Improperly Installed
Section: G
Status: Pending
Priority: A - Urgent
Category: Roof Repair
Quantity: 1 EA


Repair #2:

The drain should be unplugged and water tested to insure satisfactory drainage has been achieved.

Problem: C-02 - Plugged Drain
Section: G
Status: Pending
Priority: B - Necessary
Category: Non Roof
Quantity: 1 EA



H PENDING REPAIRS

Repair #1:
Other Recommended Action - See Repair Notes

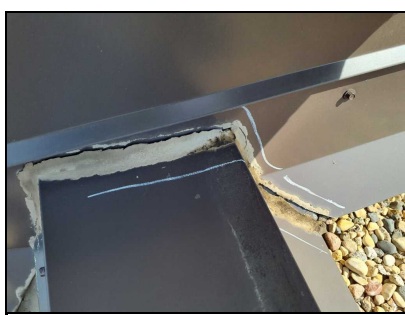
Problem: C-02 - Plugged Drain
Section: H
Status: Pending
Priority: A - Urgent
Category: Non Roof
Quantity: 1 EA



Repair Note:
Recommend owner call plumber to remove debris from drain pipe.

Repair #2:
Deteriorated metal flashing sealant will be removed and a new high quality elastomeric sealant installed.

Problem: C-15 - Metal Flashing Sealant Deteriorated or Missing
Section: H
Status: Pending
Priority: B - Necessary
Category: PM
Quantity: 2 EA



Repair #3:
Displaced metal flashing will be returned to its original position and properly secured with appropriate fasteners.

Problem: C-13 - Missing or Displaced Metal Flashing
Section: H
Status: Pending
Priority: A - Urgent
Category: Non Roof
Quantity: 13 LF



I PENDING REPAIRS

Repair #1:

The drain should be unplugged and water tested to insure satisfactory drainage has been achieved.

Problem: C-02 - Plugged Drain
Section: I
Status: Pending
Priority: A - Urgent
Category: Non Roof
Quantity: 1 EA



J PENDING REPAIRS
Repair #1:

The drain should be unplugged and water tested to insure satisfactory drainage has been achieved.

Problem: C-02 - Plugged Drain
Section: J
Status: Pending
Priority: A - Urgent
Category: Non Roof
Quantity: 1 EA


Repair #2:

Deteriorated metal flashing sealant will be removed and a new high quality elastomeric sealant installed.

Problem: C-15 - Metal Flashing Sealant Deteriorated or Missing
Section: J
Status: Pending
Priority: B - Necessary
Category: PM
Quantity: 1 EA



K PENDING REPAIRS

Repair #1:
Deteriorated metal flashing sealant will be removed and a new high quality elastomeric sealant installed.

Problem: C-15 - Metal Flashing Sealant Deteriorated or Missing
Section: K
Status: Pending
Priority: B - Necessary
Category: PM
Quantity: 2 EA



Repair #2:
Cracks or splits at scupper flashing will be repaired using a three-course application of plastic or SBS flashing cement & reinforcing fabric or fiberglass mesh.

Problem: BUR-16 - Scupper Flashing Deteriorated or Improperly Installed
Section: K
Status: Pending
Priority: A - Urgent
Category: Roof Repair
Quantity: 1 EA



Repair #3:
Deteriorated metal flashing sealant will be removed and a new high quality elastomeric sealant installed.

Problem: C-15 - Metal Flashing Sealant Deteriorated or Missing
Section: K
Status: Pending
Priority: B - Necessary
Category: PM
Quantity: 1 EA



Repair #4:

New larger diameter screw fasteners through neoprene washers will be installed at existing screw locations.

Problem: C-16 - Metal Flashing Fastener Loose or Missing
Section: K
Status: Pending
Priority: B - Necessary
Category: PM
Quantity: 1 EA


Repair #5:

The drain should be unplugged and water tested to insure satisfactory drainage has been achieved.

Problem: C-02 - Plugged Drain
Section: K
Status: Pending
Priority: A - Urgent
Category: Non Roof
Quantity: 1 EA


Repair Note:

Drain is clogged and needs to be cleaned out

L PENDING REPAIRS
Repair #1:

Deteriorated metal flashing sealant will be removed and a new high quality elastomeric sealant installed.

Problem: C-15 - Metal Flashing Sealant Deteriorated or Missing
Section: L
Status: Pending
Priority: B - Necessary
Category: PM
Quantity: 2 EA


Repair #2:

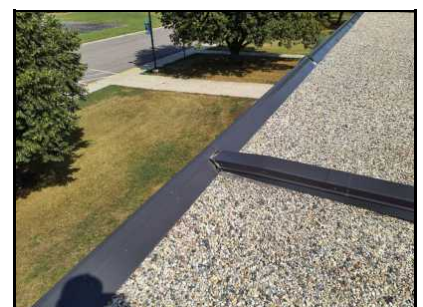
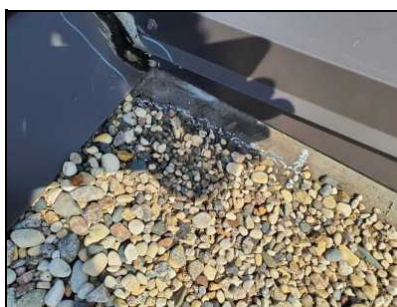
Missing or broken drain screens will be replaced with new screens to match existing drain assemblies.

Problem: C-03 - Missing or Broken Drain Screen(s)
Section: L
Status: Pending
Priority: A - Urgent
Category: PM
Quantity: 1 EA
 No


Repair #3:

Areas of deteriorated base flashing will be temporarily repaired by applying three alternating layers of compatible fibrated plastic cement and mesh fabric. All loose material will be removed prior to new material application.

Problem: BUR-09 - Base Flashing Deteriorated
Section: L
Status: Pending
Priority: A - Urgent
Category: Roof Repair
Quantity: 1 EA



M PENDING REPAIRS

Repair #1:

Deteriorated metal flashing sealant will be removed and a new high quality elastomeric sealant installed.

Problem: C-15 - Metal Flashing Sealant Deteriorated or Missing
Section: M
Status: Pending
Priority: B - Necessary
Category: PM
Quantity: 1 EA



N PENDING REPAIRS
Repair #1:

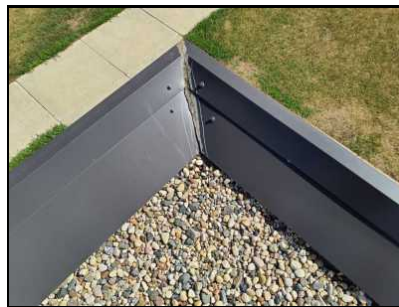
The drain should be unplugged and water tested to insure satisfactory drainage has been achieved.

Problem: C-02 - Plugged Drain
Section: N
Status: Pending
Priority: A - Urgent
Category: Non Roof
Quantity: 1 EA


Repair #2:

Deteriorated metal flashing sealant will be removed and a new high quality elastomeric sealant installed.

Problem: C-15 - Metal Flashing Sealant Deteriorated or Missing
Section: N
Status: Pending
Priority: B - Necessary
Category: PM
Quantity: 1 EA



P PENDING REPAIRS**Repair #1:**

The drain should be unplugged and water tested to insure satisfactory drainage has been achieved.

Problem: C-02 - Plugged Drain
Section: P
Status: Pending
Priority: A - Urgent
Category: Non Roof
Quantity: 1 EA



Q PENDING REPAIRS
Repair #1:

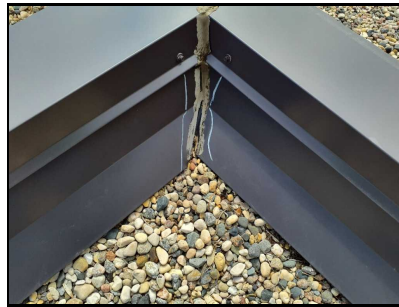
The drain should be unplugged and water tested to insure satisfactory drainage has been achieved.

Problem: C-02 - Plugged Drain
Section: Q
Status: Pending
Priority: A - Urgent
Category: Non Roof
Quantity: 1 EA


Repair #2:

Deteriorated metal flashing sealant will be removed and a new high quality elastomeric sealant installed.

Problem: C-15 - Metal Flashing Sealant Deteriorated or Missing
Section: Q
Status: Pending
Priority: B - Necessary
Category: PM
Quantity: 1 EA



R PENDING REPAIRS
Repair #1:

Membrane splits will be repaired using alternating layers of compatible fibrated plastic cement and reinforced fabric or fiberglass.

Problem: BUR-02 - Membrane Split(s)
Section: R
Status: Pending
Priority: B - Necessary
Category: Roof Repair
Quantity: 1 EA


Repair #2:

The drain should be unplugged and water tested to insure satisfactory drainage has been achieved.

Problem: C-02 - Plugged Drain
Section: R
Status: Pending
Priority: A - Urgent
Category: Non Roof
Quantity: 1 EA



S PENDING REPAIRS
Repair #1:

Areas of deteriorated base flashing will be temporarily repaired by applying three alternating layers of compatible fibrated plastic cement and mesh fabric. All loose material will be removed prior to new material application.

Problem: BUR-09 - Base Flashing Deteriorated
Section: S
Status: Pending
Priority: A - Urgent
Category: Roof Repair
Quantity: 1 EA



U PENDING REPAIRS
Repair #1:

The membrane will be re-secured at the perimeter using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-04 - Perimeter Membrane Securement Defective
Section: U
Status: Pending
Priority: C - Life-Extending
Category: Roof Repair
Quantity: 2 LF


Repair #2:

The membrane will be re-secured at the perimeter using compatible Single-Ply materials and repair procedures in compliance with membrane manufacturer's recommendations and/or current industry standards.

Problem: SP-04 - Perimeter Membrane Securement Defective
Section: U
Status: Pending
Priority: C - Life-Extending
Category: Roof Repair
Quantity: 170 LF



E. Business Manager

F. Superintendent

G. Community Education

H. Committee Reports

6. Old Business

A. Adopt Policy 533

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Revised: 09/20/2023

533 WELLNESS POLICY

I. PURPOSE

The purpose of this policy is to assure a school environment that promotes and protects students' health, well-being, and ability to learn by supporting healthy eating and physical activity and to promote and encourage students to adopt lifelong healthy behaviors that can reduce the risk of chronic disease.

II. GENERAL STATEMENT OF POLICY

- A. The Breckenridge School District will engage students, parents, teachers, food service professionals, health professionals, school board, and other interested community members in developing, implementing, monitoring, reviewing, and revising as needed, the district-wide nutrition and physical activity wellness policies through a wellness committee that meets four times per year.
- B. The school environment will promote and protect students' health, well-being, and ability to learn by providing opportunities for healthy eating and physical activity.
- C. The school district recognizes that nutrition education and physical education are essential components of the educational process and forming lifelong healthy behaviors; and that good health fosters student attendance and education.
- D. Encourage teachers, staff, and food service personnel to promote and model healthy eating and physical activity as a valuable part of daily life through provision of and involvement in wellness activities.
- E. All students in grades K-12 will have opportunities, support, and encouragement to be physically active to achieve daily recommended physical activity.
- F. Food and beverages sold or served at school during the entire school day will meet or exceed the nutrition recommendations of the current USDA school breakfast, lunch, and smart snacks standards. Marketing and advertising of foods and beverages meet USDA Smart Snack guidelines and do not allow advertising of less nutritious choices during the school day.
- G. School meals are intended to be the main source of nutrition for students during the school day.

- H. Qualified food service personnel will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students; they will provide clean, safe, and pleasant settings and adequate time for students to eat.
- I. To the maximum extent practicable, all schools in our district will participate in available federal school meal programs and Farm to School initiatives.

III. NUTRITION EDUCATION AND PROMOTION

Breckenridge School District will provide nutrition education as a part of a standards-based, sequential, age appropriate, comprehensive program designed to provide students and their families with the knowledge and skills necessary to promote and protect their health.

Nutrition education in all Breckenridge School Buildings, K-12:

- A. Is communicated in consistent nutrition messages throughout schools, classrooms, staff lounges, and cafeterias, and promoted to parents, the community and the media.
- B. Shall be consistent in school-based marketing and health promotion; thus it shall promote healthy food/beverage choices, not allow advertising of less nutritious choices; it shall promote healthy eating and physical activity behaviors to the community.
- C. Will be offered in the school cafeteria and in the classrooms with coordination between school foodservice staff and teachers.
- D. Is integrated into comprehensive health, physical education, family consumer science (FACS) and other core classes such as math, science, social studies, language arts, and in elective classes, as appropriate.
- E. Training in nutrition will be provided for both teachers and food service staff.

IV. USDA SCHOOL MEALS

Breckenridge Nutrition Services offers affordable, nutritious and appealing meals, snacks and beverages in compliance with the most updated USDA guidelines and safety standards. Breckenridge Schools will use the current USDA school breakfast, lunch and smart snacks and guidelines to establish and provide clear guidance for all foods and beverages available everywhere on school grounds to encourage healthy choices for students. The standards will focus on increasing nutrient density, decreasing fats, sodium, and added sugars, and moderating portion size. Breckenridge School District encourages the consumption of nutrient-dense foods

and beverages (such as fruits, vegetables, whole grains, low-fat or nonfat dairy, lean meats, legumes, nuts, and seeds) wherever foods are sold or served at school.

- A. Meals served in all Breckenridge Schools through the USDA National School Lunch and Breakfast programs:
 - 1. Are appealing and attractive to children, considering balance, variety, contrast, color, and eye appeal and are served in a clean, safe, enjoyable environment.
 - 2. Offer a variety of fruits and vegetables following USDA guidelines for vegetable sub-groups.
 - 3. Serve only low fat (1%) and fat free (regular or flavored) milk; offer lactose reduced milk (nutritionally-equivalent non-dairy alternatives) when requested by students and/or parent/guardian.
 - 4. Ensure that at least half of the served grains are whole grain.
 - 5. Use serving sizes that meet minimum and don't exceed maximum USDA requirements by age.
 - 6. Replace higher fat with lower fat items, as appropriate.

- B. Schools will provide an environment that encourages healthy eating and food habits. Breckenridge Schools will:
 - 1. Provide continuing professional development for food service director and employees.
 - 2. Provide access to clean, free drinking water for students during the school day.
 - 3. Provide students access to handwashing or hand sanitizing before they eat meals and snacks.
 - 4. Operate the USDA Breakfast Program in all schools and inform parent(s) through newsletters, website, or handouts of the availability of the program. They will encourage parents to provide a healthy breakfast for their children to enhance their ability to learn.
 - 5. Arrange bus schedules and use methods to serve breakfast that encourage participation, including but not limited to "grab and go", breakfast in the classroom, or breakfast during morning break.
 - 6. Provide students with adequate time to eat meals (20 minutes for lunch and 10 minutes for breakfast after sitting down to eat).
 - 7. Schedule lunch for students at appropriate times:
 - a. after recess, when possible, for elementary schools to increase student nutrient intake and reduce food waste,
 - b. for all students.
 - 8. Evaluate their open campus policy, taking into consideration the food choices and other choices that students make when they are able to leave campus.
 - 9. Discourage tutoring, club, or organizational meetings, or activities during mealtimes, unless students may eat lunch during such activities.
 - 10. Strongly discourage use of foods or beverages as a reward and work towards eliminating the use of foods and beverages as rewards; do not withhold food or beverages as a punishment.

11. Discourage students from sharing food or beverages with one another during meal or snack times given concerns about allergies and other restrictions on some children's diets.
12. Obtain feedback from students and others about meals and new food options through activities such as taste testing, surveys, feedback meetings, or health fairs.
13. Lunches brought from home are encouraged to meet the guidelines for nutritious lunches.

V. COMPETITIVE FOODS

Food and Beverages sold/served during the school day outside of reimbursable school meals are known as Competitive Foods. Smart Snacks Nutrition Standards are developed considering the standard that schools meals are intended to be the main source of nutrition for students during the school day. Therefore, any other food or beverage consumed supplements that meal and must be:

- a contribution to, rather than a detraction, from the nutrition of the student
- age- appropriate serving size and within USDA caloric guidelines
- infrequent in consumption

A. School-based standards:

1. Elementary/Middle schools will not sell food or beverages in school stores or have vending machines. They will not hold food or beverage fundraising activities during school hours. They will sell only the following ala carte items:
 - a.) Reimbursable meal
 - b.) Fresh fruit
 - c.) Non-fried fresh vegetables (no fat added)
 - d.) 8 oz Low-fat/non-fat milk
 - e.) 6 oz or less non-fat yogurt

Food and beverages served as snacks and at celebrations/parties shall be encouraged to feature healthy choices that meet the requirement of the District's nutrition standards.

2. High School: All food or beverages sold individually, outside of the reimbursable school meal programs, through vending machines, fundraising, or ala carte will follow the USDA Smart Snacks Nutrition Standards. This will apply during the school day and for afterschool programs for students.

Food and beverages served as snacks and at celebrations/parties shall be encouraged to feature healthy choices that meet the requirement of the District's nutrition standards.

B. Ala Carte, vending, schools stores, and fundraising will follow or exceed current USDA Smart Snacks Nutrition Standards.

1. Vending Machines:

- a.) Any vending machine contracts or school- maintained vending machines will follow the attached USDA Child Nutrition standards.
 - b.) Vending machines will display only healthy options on the machine and will not market unhealthy options.
2. Ala Carte:
- a.) Serving sizes will be comparable to those served in reimbursable meals.
 - b.) Encouraged items such as fresh fruit and vegetables, fat-free unflavored dairy products, whole grain products, and lean meats and legumes will be featured in the most prominent places.

VI. PHYSICAL EDUCATION AND PHYSICAL ACTIVITY

The primary goals for the Breckenridge schools' physical activity components are: to provide opportunities for every student to develop the knowledge and skills for specific physical activities, to maintain physical fitness in a safe, adequate environment, to ensure students' regular participation in physical activity, to teach students the short-and long-term benefits of a physically active and healthful lifestyle and to enhance academic performance. Accordingly the following guidelines for physical education and physical activity in Breckenridge School District are established:

A. Physical Education

- 1. Physical education shall be standards-based, using national or state- developed standards, such as the National Health and Physical Education Standards (provided by SHAPE America). The district follows the state law requiring instruction in Physical Education without exception.
- 2. All students will receive physical education a minimum of 125 minutes for (grades K-4), 150 minutes for (grades 5-6), 1 semester for grades (7-8), and 1 semester for (High School)
- 3. Students will spend at least 50 percent of physical education class time participating in moderate to vigorous physical activity.
- 4. Physical education curriculum is written for every grade. It is sequential and provides an opportunity for students to learn, practice, and be assessed on content, developmentally appropriate motor skills, social skills, responsible behavior, physical fitness, and benefits of physical activity.
- 5. Breckenridge School District will not use physical activity as punishment nor withhold physical activity (recess or physical education) as punishment.

B. Physical Activity

- 1. Daily recess
 - a. All elementary school students will have at least a 20 minutes supervised recess break daily, preferably outdoors and before lunch, during which schools facilitate moderate to vigorous physical activity verbally and through provision of space and equipment.

2. Integrating Physical Activity into the Classroom Settings

For elementary, as well as older students, to receive the recommended amount of at least 60 minutes of physical activity per day and for students to fully embrace physical activity as a personal behavior, other school opportunities are:

 - a. Classroom health education will reinforce the knowledge and self-management skills needed to maintain a physically active lifestyle and reduce sedentary activities such as watching TV and video games.
 - b. Incorporation of physical activity into other subject lessons (such as math, science, and social studies, etc).
 - c. Classroom teachers will provide short physical activity breaks between lessons, classes, and/or standardized testing.

3. Physical Activity Opportunities Before and After School
 - a. The district offers physical activity programs, such as interscholastic athletic programs in high school or intramural/intramural programs to provide a range of activities that meet the needs, interests, and abilities of all students.
 - b. After-school child care and enrichment programs shall encourage-verbally and through the provision of adequate and safe space, equipment, and activities-daily periods of moderate to vigorous physical activity for all participants.
 - c. Schools shall work with recreation agencies and other community organizations to coordinate and enhance opportunities available to students, community, and staff for physical activity before, during, and after the school day, on weekends, and during school vacations in accordance with the District's Building Rental Policy. These spaces and facilities also should be available to agencies and organizations offering physical activity and nutrition programs. School policies concerning safety apply at all times.
 - d. Schools shall encourage bicycling and walking to and from school.

VII. ADDITIONAL WELLNESS TOPICS

A. Mental Health

1. Students: School staff will assist with appropriate on-site or off-site referrals in regard to students' mental health needs.
2. Classroom: Staff will be encouraged to use strategies in the classroom that can positively impact a student's mental health, including but not limited to, exercises around mindfulness, mindful movement, or brain breaks. Research supports that these social-emotional learning activities are positively correlated with academic outcomes. The amount of these activities should not take away from required curricula or total time on task.

B. Staff Wellness

Ensuring that school employees' physical, social-emotional and mental health needs are met is pivotal to their well-being and to students' academic success. Schools should create work environments that support healthy eating, physical activity, and healthy behaviors, such as not using tobacco, and that address the social-emotional

health of staff through explicit focus on stress management, maintaining positive relationships, teacher self-efficacy and support for purpose-driven work. Towards that end:

1. The District's Wellness Committee will plan and implement seasonal activities that support personal wellness for staff, students, families and community members.
2. District staff will support the wellness policy in the workplace, including modeling healthy behaviors.
3. Break time and a location will be provided for at least one year for a nursing mother as per the U.S. Department of Labor Fair Labor Standards Act.

C. Oral Health

Oral health is essential to general health and well-being. Untreated oral disease can cause pain and infections that may lead to problems with eating, speaking, and learning. Staff will be offered and encouraged to use free resources and educational opportunities at least once annually within their classrooms that can positively impact oral health for students.

VIII. IMPLEMENTATION AND MONITORING

- A. After approval by the School Board, the wellness policy will be implemented throughout the school district.
- B. The superintendent shall execute administrative procedures that ensure the implementation of and compliance with the wellness policy.
- C. The Breckenridge School District will develop and implement a communications plan which includes training to ensure understanding of the rationale for the wellness policy and the implementation plan.
- D. The Superintendent will designate the Wellness Coordinator to oversee the school district's wellness-related activities.
- E. The Superintendent or Wellness Coordinator will ensure compliance with established district-wide nutrition and physical activity wellness policies and procedures. These procedures shall include:
 1. Adoption of current guidelines
 2. Designation of district level and site-based staff responsible for policy implementation
 3. An implementation work plan, including:
 - a. timeline
 - b. evaluation of outcomes and compliance. In each school, the principal or designee will ensure compliance with those policies in his/her school and will report on the school's compliance to the school district superintendent or designee.

- F. Breckenridge’s food service staff will ensure compliance with the school’s food and nutrition program and will report to the food and nutrition program administrator, the building principal, or the superintendent’s designee, as appropriate.
- G. Monitoring will be repeated annually to help review policy compliance, assess progress, and determine areas in need of improvement and/or revision. Measurable outcomes may include School Health Index, Body Mass Index, School Meal Participation, youth survey data, Cardiovascular Fitness, and other outcomes determined by Breckenridge school wellness council.
- H. The superintendent or designee will develop an annual summary report on compliance with the district’s School Wellness Policy based on input from all district schools. That report will be provided to the school board and also distributed to all school health councils, parent/teacher organizations, school principals, food service director, and school health services personnel in the district.
- I. Public Involvement
 - 1. The Wellness Coordinator will permit parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the school board, school administrators, students, and the general public to participate in the development, implementation and periodic review and update of the wellness policy.
 - 2. The Wellness Coordinator will hold meetings four times annually for the purpose of discussing the development, implementation, and periodic review and update of the wellness policy and annual wellness action plan. All meeting dates and times will be posted on the school district’s website and/or Facebook page and will be open to the public.
- J. Triennial Progress Assessments

At least once every three years, the District will evaluate compliance with the wellness policy to assess the implementation of the policy and include:

 - 1. The extent to which schools under the jurisdiction of the District are in compliance with the wellness policy.
 - 2. The extent to which the District’s wellness policy compares to the Alliance for a Healthier Generation’s model wellness policy; and
 - 3. A description of the progress made in attaining the goals of the District’s wellness policy. The District will notify households/families of the availability of the triennial progress report.

7. New Business

- A. ~~Resolution Accepting Donations~~
- B. Ex-officio Student Representatives
- C. MOU-Zero Hour Class

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MEMORANDUM OF UNDERSTANDING

Between

Education Breckenridge Local 1299

And

Independent School District No. 846, Breckenridge, MN

This Memorandum of Understanding (MOU) is entered into by and between Independent School District No. 846, Breckenridge, MN (“School District”), and Education Breckenridge Local 1299 (“Union”).

WHEREAS, the School District and the Union are parties to a Collective Bargaining Agreement governing the terms and conditions of employment for licensed teachers, including Stan Goldade, a mathematics instructor;

WHEREAS, the School District, the Union, and Goldade mutually desire to enter into this MOU to allow Goldade to teach a “zero hour” class for the 2023-24 school year.

NOW, THEREFORE, the parties to this MOU agree to the following:

1. Goldade’s contract hours will be from 7:08 a.m. to 2:53 p.m.
2. The “zero hour” class will be from 7:38 a.m. to 8:25 a.m.
3. Goldade will attend morning staff meetings. On days when a staff meeting is held, Goldade’s contract day will end at 3:30 p.m.
4. The agreement is in effect only for the duration of the 2023-24 school year and does not establish any precedent.

By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of this Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 846

Dated: 9/

By: _____
Its: _____

EDUCATION BRECKENRIDGE LOCAL 1299

Dated: _____

By: _____
Its: _____

Dated: 9/20/23

Stanley Goldade
Stan Goldade

MEMORANDUM OF UNDERSTANDING
Between
Education Breckenridge Local 1299
And
Independent School District No. 846, Breckenridge, MN

This Memorandum of Understanding (MOU) is entered into by and between Independent School District No. 846, Breckenridge, MN (“School District”), and Education Breckenridge Local 1299 (“Union”).

WHEREAS, the School District and the Union are parties to a Collective Bargaining Agreement governing the terms and conditions of employment for licensed teachers, including Brenda Dahlgren, a business education teacher;

WHEREAS, the School District, the Union, and Dahlgren mutually desire to enter into this MOU to allow Dahlgren to teach a “zero hour” class for the 2023-24 school year.

NOW, THEREFORE, the parties to this MOU agree to the following:

1. Dahlgren’s contract hours will be from 7:08 a.m. to 2:53 p.m.
2. The “zero hour” class will be from 7:38 a.m. to 8:25 a.m.
3. Goldade will attend morning staff meetings. On days when a staff meeting is held, Dahlgren’s contract day will end at 3:30 p.m.
4. The agreement is in effect only for the duration of the 2023-24 school year and does not establish any precedent.

By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of this Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 846

Dated: _____

By: _____

Its: _____

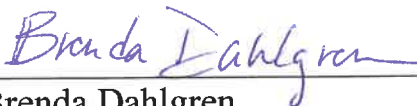
EDUCATION BRECKENRIDGE LOCAL 1299

Dated: _____

By: _____

Its: _____

Dated: 9-20-23



Brenda Dahlgren

MEMORANDUM OF UNDERSTANDING
Between
Education Breckenridge Local 1299
And
Independent School District No. 846, Breckenridge, MN

This Memorandum of Understanding (MOU) is entered into by and between Independent School District No. 846, Breckenridge, MN (“School District”), and Education Breckenridge Local 1299 (“Union”).

WHEREAS, the School District and the Union are parties to a Collective Bargaining Agreement governing the terms and conditions of employment for licensed teachers, including Jolynn Werner-Sasse, an English instructor;

WHEREAS, the School District, the Union, and Werner-Sasse mutually desire to enter into this MOU to allow Werner-Sasse to teach a “zero hour” class for the 2023-24 school year.

NOW, THEREFORE, the parties to this MOU agree to the following:

1. Werner-Sasse contract hours will be from 6:50 a.m. to 12:20 p.m and from 1:46 p.m to 3:30 p.m
2. The “zero hour” class will be from 7:38 a.m. to 8:25 a.m.
3. Werner-Sasse will attend morning staff meetings. On days when a staff meeting is held, Werner-Sasse’s contract day will end at 3:30 p.m and will not include an open hour between 12:50 p.m and 1:46 p.m
4. The agreement is in effect only for the duration of the 2023-24 school year and does not establish any precedent.

By signing below, each party specifically acknowledges that it has read this Agreement and that it understands and voluntarily agrees to be legally bound by all terms of this Agreement.

INDEPENDENT SCHOOL DISTRICT NO. 846

Dated: _____

By: _____

Its: _____

EDUCATION BRECKENRIDGE LOCAL 1299

Dated: _____

By: _____

Its: _____

Dated: _____

Jolynn Werner-Sasse

D. ~~MOU-Adjusted Contract~~
E. Activities Committee Recommendations
F. Student Fundraising

STUDENT FUNDRAISING

2023/2024

BASEBALL

Coach: Jack Hiedeman
President: Ann Hiedeman

Smoker
Discount Cards
50/50 raffle

BOYS BASKETBALL

Coach: Melissa Mamanga

Youth Basketball Tourney
Silent Auction Gift Baskets
50/50 Raffle
Stat Sponsors

GIRLS BASKETBALL

Coach: Tony Bogenrief
President:

Stat Sponsors
3-4-5-6 grade girl's tournament
Heart O'Lakes Freshman Tourney???

CHEERLEADING

Advisor: Christine Hajek

Spirit Cups at games
Chocolate/Popcorn Sales
Mini Cheer Camp
Valentines

CLOSE UP

Advisor: ????

Bake Sales
Food Sales (pizza, cookies, Tastefully Simple)
Concessions

ELEMENTARY STAFF & STUDENTS

Advisor: Corinna Erickson

Carnival fundraiser
Hat and Jeans Day

COWBOY FOOTBALL

Coach: Carson Yaggie
President: Jen Sanchez

Golf Tournament
Cash Give Away Raffle
Call a Thon
Cowboy clothing sales

FFA

Advisor: Michael McCall

Fruit Sales in the fall
Concessions

FUN CLUB

(School Age Child Care)
Advisor: Dee Nelson

Fall Fundraiser to support ECFE Christmas
Elves program, Social Service giving, Service
Learning Projects

JUNIOR CLASS

Advisor: Liz Sundquist
Rickie Fisher

QSP Magazine sales
BHS t-shirts and sweatshirts
Tricia Geffre (Text-a-thon, Signature Chocolates, Mrs. Fields,
Grubberssputz's popcorn/pretzels, Driven Coffee Roasters)Ole and
Lena's Frozen Pizza's
Butter Braid Sales
Cash Prize Raffle
Pizza Sales

GOLF

Advisor: Stan Goldade

Golf Chips

MUSIC DEPARTMENT

Advisor: Emily Christensen
Advisor:

World's finest Chocolate
Raffle Tickets
Concession

NATIONAL HONOR SOCIETY

Advisor: Stan Goldade

Concessions

SIXTH GRADE ST. PAUL TRIP

Advisor: ??

Math Mania IXL Math-a-Thon

SOFTBALL

Advisor: Jake Dodge

Discount Cards – Adrenaline Fundraising
Clothing Sales

SPEECH

Coach: Brandt

Concession stand work at athletic activities

Concession Sales – Breck Bratz stand

(Booster Club)Dippin' Dot/Itty Bitz ice cream sales @ home meet

(Booster Club) Speech Clothing Sales

STUDENT COUNCIL

Advisor: Jordan Christensen

Steph Pausch

Homecoming and Snow Week activities – T shirt sales

Concessions

Recycling

Hot chocolate/Coffee sales

TRACK & FIELD/CROSS COUNTRY

Coach: Eric Erlandson

Coach: Michael McCall

Coach: Larry Lasch

Run-a-Thon

Concessions at Home meets

Spirit running wear – jackets, running hats, warm ups

TRAP SHOOT

Advisor: John Quast

BOOSTER CLUB

President: Pam Hendrickson

Sweet Corn Sales

Raffle Tickets

Sponsor a Trap Shooter

Burger Feed

TWIN TOWN BASEBALL

Advisor: Julie Ernst

Raffle Tickets Fundraiser

VOLLEYBALL

Coach: Margaret Krueger

Bingo at the Fair

Stat Sponsors

50/50 Raffle

Fund-U-Now call-i-thon

WRESTLING

Coach: Eric Erlandson

BOOSTER President: Tom Haire

Concessions for Cowboy Duals

*The school will have a regular concession stand and Wrestling Boosters have limited rights for concessions.

Malt Machine Sales at Home Sporting Events

Youth wrestling tourney & Concessions

(Booster Club) Split the Pot at Home Events

DRAMA CLUB

Advisor: Stacy Diaz

Concessions

DECA

Advisor: Brenda Dahlgren

-Carwash fundraiser this summer (if restrictions are lifted)

-"Business Sponsor" program (businesses sponsor a student for the year - example: Gus Hasbargen get sponsored by The Wilkin as he competes in the Restaurant and Food Services role play event. He would then speak and send letters to the business about his accomplishments this year in pursuing his goals of working in that industry.) This would then be used to help build on our Donuts for DECA event

-Adding items to the School Store - Calendars, Stadium Chair rentals, Pop-Shots, coffee, gum, etc. (unsure if classified as a fundraiser or just a class activity/project)

-"Duck Lawns" as a fundraiser next year - currently, this is a class project by Marketing II students entirely used as a give back to the community. We are currently booked through July 20th with all money being used to purchase gift cards (NOT purchased through the DECA Account). At the end of the summer, students want to donate the Ducks back to DECA so this could be a yearly event.

-School Store

-Restaurant Pamphlets

Assurance of Compliance

0846-01 Breckenridge Public School District
-INFORMATION NEEDED TO EVIDENCE COMPLIANCE-
School Year: 23-24

* - indicates required fields.

Coordinator Identification Information

	Human Rights Coordinator	Title IX Coordinator	504 Coordinator
Name*	<input type="text" value="Kristie Sullivan"/>	<input type="text" value="Corinna Erickson"/>	<input type="text" value="Noah Brenden"/>
Telephone Number*	<input type="text" value="2186414008"/>	<input type="text" value="2186414004"/>	<input type="text" value="2186414013"/>
Fax Number*	<input type="text" value="218-643-5229"/>	<input type="text" value="218-643-5229"/>	<input type="text" value="218-643-5229"/>
E-Mail Address*	<input type="text" value="sullivank@isd846.org"/>	<input type="text" value="ericksonc@isd846.org"/>	<input type="text" value="bredenn@isd846.org"/>

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Mandated Reporter Training

Minnesota Chapter 260E.30, Subd. 2(b). Districts must inform all mandated reporters of the duties.

* I verify that all mandated reporters employed by or otherwise associated with any school in this district have been informed of mandated reporting requirements and of the prohibition of retaliation against anyone reporting maltreatment.

Date of Verification *



As part of the Minnesota Department of Education's data collection for the Minnesota Olmstead Plan related to the topic area Prevent Abuse and Neglect, please provide the following information;

Total number of school district employees who have received mandated reporter training as of verification date?

Number of licensed staff?

Number of unlicensed staff?

District Compliance Requirements Checklist

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal and state financial assistance extended after the date hereof to the district by the U.S. Department of Education and the Minnesota Department of Education (MDE), including installment payments after such date of application for federal financial assistance and state aid allotments which were approved before such date.

The district recognizes and agrees that such federal and state financial assistance will be extended in reliance on the representations, supporting information required by Minnesota Statute, section 127A.42, subd. 3 and agreements made in this assurance. This assurance is binding on the district and the persons who are authorized to submit information on behalf of the district.

Check all statements in which the district has complied with the state and federal requirements prohibiting discrimination.

Federal Laws:

- Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et. seq.; 34 C.F.R. Part 100), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the district receives federal financial assistance.
- Title VII of the Civil Rights Act of 1964 (42 USC 2000e, et. seq.; P.L. 88-352), as amended by the Equal Employment Opportunity Act of 1972 (P.L. 92-261), which prohibits discrimination in employment because of an individual's race, color, religion, sex, or national origin.
- Title VII of the Civil Rights Act of 1964 Pregnancy Discrimination Act (within Title VII) (42 USC § 2000e(k)).
- Title IX of the Education Amendments of 1972 (20 USC § 1681; 34 C.F.R. Part 106), which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
- The Age Discrimination in Employment Act of 1967 (29 USC § 621; 42 USC § 6101; 29 C.F.R. Part 621), which prohibits discrimination on the basis of age (over 40 years).
- Section 504 of the Rehabilitation Act of 1973 (34 C.F.R. part 104) prohibiting discrimination on the basis of disability.
- The American with Disabilities Act (42 USC § 12101, et seq.), also prohibiting discrimination on the basis of disability.

- ✓ • Denial of Equal Educational Opportunity Prohibited (20 USC § 1703).

- ✓ • The Fair Housing Act (42 USC § 3601 et seq.; 24 C.F.R. part 100).

- ✓ • The Age Discrimination Act of 1975 (42 USC § 6101 and 6102; 34 C.F.R. part 110).

- ✓ • Prohibition of Discrimination Based on Blindness (20 USC § 1684).

State Laws:

- ✓ • The Minnesota Human Rights Act (Minn. Stat. § 363A), which prohibits discrimination in education programs and activities on grounds of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability or age.

- ✓ • Minnesota Statutes, section 121A.031, which requires school districts to have a written policy to prevent and to prohibit student bullying.

- ✓ • Minnesota Statutes, section 121A.03, which requires school districts to have a policy prohibiting sexual/racial/religion harassment and violence which applies to students, teachers, administrators and other school personnel.

- ✓ • Minnesota Statutes, section 121A.04, which prohibits sex discrimination in athletic programs.

- ✓ • Minnesota Rules, part 3500.0550, relating to the Inclusive Educational Program Plan.

- ✓ • Minnesota Rules, Chapter 3535.0100-.0180; 3535.2300-.2800; 3535.3000-.3700, relating to equality of educational opportunity and school desegregation, and prohibition of discriminatory practices.

insurance and insurance necessary to cover claims related to the Service. Nothing in this Agreement shall constitute a waiver by either party of any statutory limitations, exclusions, or exceptions on liability.

8. Risk Management Arrangements. It is recognized that LCSC is a cooperative of which Member is a member, and which is providing the Service as a function which otherwise would be provided by Member employees. The parties recognize that LCSC's liability for claims relating to the Service should be limited to any available insurance coverage and in any event to an amount not exceeding certain Service payments made, within the limits in this Section. The following arrangements are in furtherance of the foregoing:
- a. Indemnity. The Member agrees to indemnify and hold LCSC and its employees, agents or representatives harmless from all claims, demands, or liability, including attorney's fees, and related expenses, which arise out of or are in any manner connected with the Service, this Agreement, or the Member's operations.
 - b. Standard of Performance; Disclaimer. LCSC makes no warranties, representations, or guarantees expressed or implied, regarding the Service or performance hereunder, and all such are hereby disclaimed by LCSC and waived by Member, including but not limited to any implied warranties of merchantability and fitness for a particular purpose. The Service will be provided and accepted on an "as is" "where is" basis, without recourse against LCSC.
 - c. Limitation of Liability. In no event shall LCSC ever be liable to the Member or any third party, directly or indirectly, for any sum greater than the total amount of fees for Service actually paid to and received by LCSC in the six (6) month period immediately preceding any determination of liability. All other provisions of law, equity, or this agreement or any other document notwithstanding, this and any available insurance is the exclusive remedy available to district, and is in lieu of all other remedies available at law, in equity or otherwise. The foregoing does not, and shall not be construed or deemed to, create any circumstance, express or implied, under which LCSC may be liable to the Member, and shall not subvert the indemnity, release and other clauses in this Agreement for the benefit of LCSC.

The provisions of this Section 8 i) shall apply regardless of whether matters are based on breach of warranty, breach of contract, negligence, strict liability, tort, or any other legal theory, ii) shall apply to all matters, whether claimed by or through the Member or by or through third parties, including any students, employees, and governmental or regulatory agencies, and iii) shall survive the termination of the Agreement.

9. No Waiver. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or otherwise.
10. Modification. This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both LCSC and the Member, and attached hereto.
11. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

IN WITNESS WHEREOF, Parties hereto have executed this agreement this __ day of _____, 2023.

LCSC MEMBER AGENCY

LAKES COUNTRY SERVICE COOPERATIVE

By: 
Authorized Official

By: _____
Executive Director

Date: 8/29/2023

Date: _____

Lakes Country Service Cooperative
1001 E. Mt. Faith, Fergus Falls, MN 56537
Jeremy Kovash, Executive Director
Services Agreement

This "Agreement" is entered into the 29th day of August, 2023 ("Effective Date") between Lakes Country Service Cooperative (LCSC), a public corporation, and Breckenridge Public School District located in Breckenridge, Minnesota ("Member").

For good and valuable consideration, the parties agree as follows:

1. **Service.** The Member agrees to purchase from LCSC, and LCSC agrees to perform on behalf of the Member, the following "Service":
Through one or more designated LCSC staff, perform consultative services to support the Member's management of its environmental health and occupational safety programs, as further described in Exhibit A to this Agreement.
2. **LCSC's Responsibilities:**
In furtherance of performing the Services, and in addition to any other obligations described herein, LCSC shall:
Assign a trained Health and Safety staff person to provide the Services to the Member over the course of 12 days equivalency per year. The days of service may be a combination of remote and onsite work.
3. **Member's Responsibilities:**
 - a. Provide on-site workspace, internet access, and office related functions as needed to complete work;
 - b. Assign a main contact person;
 - c. Provide access to employees (within their normal workday) as needed to support the Member's management of its safety program. LCSC staff will work with employees to accommodate schedules;
 - d. Provide notice of any changes that could affect the safety programs; and
 - e. Implement programs/policies; store required documents and records; and complete action items and pay fines resulting from a regulatory inspection.
4. **Payment.** The Member agrees to pay LCSC for the Services as follows:
 - a. FY24 \$ 12468
 - b. FY25 \$ 12717
 - c. FY26 \$ 13035

In addition, the annual Service cost may be adjusted based on service changes. Notification of a price adjustment will be sent by LCSC 45 days prior to any adjustment.

Fees for Services provided by LCSC outside the scope of the Service described in this agreement shall be paid according to LCSC's standard fees and will be billed separately. LCSC will obtain prior approval from the Member before initiating additional billable services.

5. **Term.** The Service under this Agreement will begin July 1, 2023 and continue through June 30, 2026. Either party may terminate this Agreement early, effective as of the end of the Member's fiscal year, upon not less than 90-day notice given in writing prior to the end of a fiscal year.
6. **Law Governing.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota, County of Otter Tail.
7. **Insurance.** LCSC agrees to hold and maintain general liability insurance and errors and omissions insurance specific to the duties of its employees providing the Service. The Member agrees to maintain general liability

**Lakes Country Service Cooperative
Health and Safety Services Contract
Exhibit A**

Scope of Work

LCSC staff works closely with a Member's administration, designated health and safety contact, and other staff members to prioritize and meet the Member's health and safety needs:

- Advisement and assistance to the member in complying with applicable federal, state, and local safety regulations by developing and reviewing written plans and procedures for identified hazards in the Member's workplace. The development and review will be based on current regulations and/or best practices.
- Provide training and instruction to employees on identified workplace hazards. Training will be based on Federal and State occupational health and safety regulations.
- Guidance on, and templates for, documentation required to show compliance with regulations.
- Consultation on safety and related facility issues.
- LCSC will work with the Member to review the Minnesota Department of Education's *Health, Safety, and Environmental Management Program* guidance to establish the Member's health and safety program according to its guidance.
- As requested, assist in identifying and advising on coding of H&S projects that may be included in the 10-year plan through the LTFM funding program.
- Coordinate and assist with the management of asbestos and asbestos management plans.
- Conduct an annual IAQ walkthrough of member owned and leased buildings covering ventilation and the building envelope. Provide completed ventilation checklist and a written report.
- When notified by the Member, an LCSC health and safety facilitator will come to the Member's site to assist in the event a regulatory agency arrives to conduct an investigation/inspection.
- Conduct an annual mock-OSHA safety walkthrough of member owned and leased buildings, with emphasis on high hazard areas to help identify potential hazards. A written report will be provided to the identified main contact.
- As requested, assist with accident investigations involving employees to determine the cause and recommend actions necessary to prevent similar accidents.
- Assist with implementation and provide guidance to the Health and Safety Committee.
- Costs not covered by this contract include laboratory testing fees, third party contractors for asbestos removal or mitigation projects, or for other specific hazardous material/environment mitigation projects, and additional project management beyond the scope of this agreement. LCSC staff will obtain prior approval before beginning the work.

Adopted: 08/09/2005

Breckenridge ISD 846 Policy 506

Orig. 1995

Revised: ~~09/16/2019~~ 11/15/2023

Rev. 20~~17~~23

LOCAL LANGUAGE IS HIGHLIGHTED IN YELLOW

Adds substantial revisions: Nonexclusionary disciplinary practices, reasonable force, recess, etc.

506 STUDENT DISCIPLINE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

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

In view of the foregoing and in accordance with Minnesota Statutes, section 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. DEFINITIONS

- A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).
- B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

IV. POLICY

- A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.
- B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.
- C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.
- D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:
 - 1. for a pupil who remains enrolled in the school district or is awaiting

enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and
3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

VIII. 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 ~~to or~~ prevent imminent bodily

harm or death to ~~the student or~~ 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 ~~to or~~ prevent **imminent** bodily harm or death to ~~the student or~~ 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 ~~to or~~ prevent bodily harm or death to ~~the student or~~ 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.
- I. Reasonable Force Reports
1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).
 2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota

Statutes, section 125A.0941, paragraph (c).

3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

VI. STUDENT RIGHTS

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

VII. 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.

VIII. CODE OF STUDENT CONDUCT

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
 - 1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
 - 2. The use of profanity or obscene language, or the possession of obscene materials;
 - 3. Gambling, including, but not limited to, playing a game of chance for stakes;
 - 4. Violation of the school district's Hazing Prohibition Policy;
 - 5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;

6. Violation of the school district's Student Attendance Policy;
7. Opposition to authority using physical force or violence;
8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;
9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and 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. ~~Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy; 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's Bullying Prohibition Policy;
30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang

membership;

31. Criminal activity;
32. Falsification of any records, documents, notes, or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;
35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;
36. Violation of the school district's Harassment and Violence Policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;
43. Violation of the school district's Distribution of Nonschool-Sponsored

Materials on School Premises by Students and Employees Policy;

44. Violation of the school district's one-to-one device rules and regulations;
45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

- A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.
- B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.
- C. The school district must not use recess detention unless:
 1. a student causes or is likely to cause serious physical harm to other students or staff;
 2. the student's parent or guardian specifically consents to the use of recess detention; or
 3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.
- D. The school district must not withhold recess from a student based on incomplete schoolwork.

- E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.
- F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.
- G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. 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 **code of conduct** 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.

XI. REMOVAL OF STUDENTS FROM CLASS

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

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

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

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

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

- B. If a student is removed from class more than **three (3) times** in a school year, the school district shall notify the parent or guardian of the student's **third** 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. **When circumstances permit, students shall be removed from class upon agreement of the appropriate teacher and/or principal after an informal conference with the pupil.**
2. **The removal from class may be imposed without an informal conference where it appears that the student will create an immediate and substantial danger to himself/herself or to persons or property. If a student is removed from class due to immediate and substantial danger to himself/herself and no conference has been held, the teacher will notify the office immediately to inform the principal of the action taken.**

3. The length of time of the removal from class shall be at the discretion of the principal after consultation with the teacher, subject to the provisions of Minnesota Statute 127.41, Subdivision 3(e) and the Pupil Fair Dismissal Act.
4. A written disciplinary report shall be submitted by the teacher or district employee within 24 hours of the removal of any student from his/her class.
5. A teacher, school employee, bus driver or other agent of the district may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.

D. Period of Time for which a Student may be Removed from Class (may not exceed five (5) class periods for a violation of a rule of conduct)

1. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

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

1. Students removed from class are to report to the office immediately. The teacher will alert the office. If assistance is required to remove the student, the Dean of Students or Principal may be sent to escort them.
2. In the event of disobedient or aggressive behavior, the teacher should immediately call the office for assistance.
3. Once in the office, the student will be supervised by office staff or a principal designee until administration can meet with him/her.

F. Procedures for Return of a Student to a **Specific** Class From Which the Student was Removed.

1. The student may return to class after a conference with the appropriate administrator or designee.
2. This conference may include an examination of what happened and what can be done differently in the future to prevent it from happening again.
3. The principal or designee will follow-up with any student incident reports that have been submitted by the classroom teacher to determine if further consequences are needed.
4. The level system of discipline will be used as a guide in determination of discipline.

G. Procedures for ~~Notification~~: Notifying a Student and Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;

1. The principal or designee determines the necessity of parent/guardian notification resulting from the student being removed from class.
2. The principal or designee will work with the teacher to notify the student of the violation of the discipline rules and resulting disciplinary action.
3. The principal or designee will notify parents/guardians of any additional consequences, if needed, as outlined in the student handbook. This notification may take the form of a phone call, email, conference, or written notice mailed to the parents/guardians.

H. Disabled Students; Special Provisions.

1. Students with chronic behavioral issues will require documented interventions before they can be referred for special education testing. These will be determined by the referring staff members and monitored for results. In the event the interventions have no impact on the behaviors, a special education referral will be made through the high school office, a pre-assessment meeting will be scheduled with the parent/guardian and testing will be done pending their approval.
2. Students with an IEP may be removed from class for behaviors that interfere with the learning and/or safety of other students and staff. Removal must not exceed five consecutive days or ten cumulative days for the year without a manifestation determination meeting of the members of the student's IEP team to decide if the special needs are causing the behaviors. If a student has an individual behavior plan in their IEP, that may take the place of the outline above.

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

1. The school district will maintain a chemical abuse pre-assessment team comprised of school counselor(s), social worker(s), principal/designee and activities director.
2. Administration, with reasonable suspicion of student use of alcohol or other illegal substances during the school day, and/or school sponsored events, may implement or direct the use of a Passive Breath Alcohol Sensor device to determine alcohol consumption. Law enforcement may be called to help assist with this procedure.

3. Administration, with reasonable suspicion of student use of illegal substances during the school day, and/or school sponsored events, may implement or direct the use of procedures allowed under the law, to determine chemical use. Law enforcement may be called to help assist in this procedure.

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

1. The student handbook will be used to determine appropriate interventions for violations of the code of student conduct.

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

1. In the event of student behavior concerns, classroom teachers are highly encouraged to contact parents/guardians as soon as possible.

2. Staff are encouraged to refer students to the school counselor, social worker or TAT for additional support of students and families when behavior concerns arise.

3. Communication to parents may include a phone call, email, written correspondence, or invitation to a conference.

L. Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems.

1. Early detection of behavioral problems is the key to a successful classroom environment. Early detection procedures may include but are not limited to staff development activities that keep teachers informed as to current behavioral instructional strategies and the use of appropriate school resources to best meet student needs.

M. Any Procedures Determined Appropriate for Referring a Student in Need of Special Education Services to Those Services; and

N. Any Procedures Determined Appropriate for Ensuring Victims of Bullying who Respond with Behavior not Allowed under the School's Behavior Policies have Access to a Remedial Response, Consistent with Minnesota Statutes, section 121A.031.

XII. 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~~ use nonexclusionary disciplinary policies and procedures before dismissal proceedings or pupil withdrawal agreements, 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. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:
 - a. a preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or
 - b. kindergarten through Grade 3.
2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A

and federal law for a student receiving special education services.

3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. 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. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.
3. 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 student'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.
4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for one school day or less, except as provided under federal law for a student with a disability. 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.

5. 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.
6. ~~Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. The school administration shall implement alternative educational services when the suspension exceeds five (5) days.~~ Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes, section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes, section 120B.02, although in a different setting.
7. 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.

8. 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 counselor/mental health services;
 - b. for K-6 students, a parent or guardian of the student may be encouraged to attend school with the student for one day;
 - c. petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.
9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 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.)
10. 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.
11. 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.
12. 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) consecutive school days.

E. Expulsion and Exclusion Procedures

1. “Expulsion” means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. “Exclusion” means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, [Minnesota Statutes, sections 121A.40-121A.56](#).
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district’s intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, [Minnesota Statutes, sections 121A.40-121A.56](#); describe ~~alternative educational services~~ [the nonexclusionary disciplinary practices](#) 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 ~~must~~ [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) [and is posted on its website](#).
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 **the Minnesota Department of Education** (Commissioner) of the basis and reason for the decision.

18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to **Minnesota Statutes, section 121A.49**. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

XIII. ADMISSION OR READMISSION PLAN

A school administrator **shall must** prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan **may must** include measures to improve the student's behavior, **including which may include** completing a character education program consistent with **Minnesota Statutes, section 120B.232, subdivision 1, ~~and require~~ social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions**. The plan must include reasonable attempts to **obtain** 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.

XIV. NOTIFICATION OF POLICY VIOLATIONS

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

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

XV. STUDENT DISCIPLINE RECORDS

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

XVI. ~~DISABLED STUDENTS~~ STUDENTS WITH DISABILITIES

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

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

behavior.

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

XVII. OPEN ENROLLED STUDENTS

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

XVIII. DISCIPLINE COMPLAINT PROCEDURE

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;
2. provide an opportunity for involved parties to submit additional information related to the complaint;
3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;
4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;
5. if the investigation finds the requirements of Minnesota Statutes, sections

121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and

6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

XIX. 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.

XX. REVIEW OF POLICY

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.26 (School Preassessment Teams)
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.60 (Definitions)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 122A.42 (General Control of Schools)
Minn. Stat. § 123A.05 (State-Approved Alternative Program Area Learning Center Organization)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Boards' Approval to Enrollment in Nonresident District; Exceptions)
Minn. Stat. Ch.125A (Students With Disabilities Special Education and

Special Programs)

Minn. Stat. § 152.22, **Subd. 6** (~~Medical Cannabis~~; Definitions)
Minn. Stat. § 152.23 (~~Medical Cannabis~~; Limitations)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. Ch. 260C (Juvenile **Safety and Placement 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:

Policy 413 (Harassment and Violence)
Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)
Policy 501 (School Weapons)
Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
Policy 503 (Student Attendance)
Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
Policy 514 (Bullying Prohibition Policy)
Policy 524 (Internet Acceptable Use and Safety Policy)
Policy 525 (Violence Prevention)
Policy 526 (Hazing Prohibition)
Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
Policy 610 (Field Trips)
Policy 709 (Student Transportation Safety Policy)
Policy 711 (Video Recording on School Buses)
Policy 712 (Video Surveillance Other Than on Buses)

NOTICE OF SUSPENSION

(Date)

(Name of Parent or Guardian)

(Address)

(City, State, Zip)

Dear (Parent or Guardian)

(Name of Student) has been suspended from (name of school) for (number of days) commencing on (date).

The grounds for suspension are:

Briefly, the facts that have been determined are:

The testimony received was:

An administrative conference to determine the above was conducted before

_____, at _____ on _____
(Name of Administrator) (Time) (Date)

pursuant to Minn. Stat. §§ 121A.40-121A.56, a copy of which is enclosed.

The plan of readmission is:

Alternative educational services in the form of homework will be available to be picked up at the school after _____ [date].

While suspended, the student may not come on any school campus except with you for the purpose of discussing conduct.

If you have any questions, please call.

Sincerely,

Administrator

Enc: Minn. Stat. §§ 121A.40-121A.56



May 10, 2023

The Board of Education
Independent School District No. 846
Breckenridge, Minnesota 56520

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Independent School District No. 846 ("the District") as of June 30, 2023, and for the year then ended, and the related notes to the financial statements, which collectively comprise the District's basic financial statements.

In addition, we will audit the entity's compliance over major federal award programs for the period ended June 30, 2023. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards*, and the Legal Compliance Audit Guide prepared by the Office of the State Auditor pursuant to Minn. Stat. §6.65 will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Changes in the District's Total OPEB Liability and Related Ratios
3. Schedule of Employer's Share of Net Pension Liability
4. Schedule of Employer's Contributions

Supplementary information other than RSI will accompany the District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Combining and individual fund schedules
2. Uniform financial accounting and reporting standards compliance table

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1. School board and administration

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the Legal Compliance Audit Guide prepared by the Office of the State Auditor pursuant to Minn. Stat. §6.65. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, *Uniform Guidance* and/or any state or regulatory audit requirements we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and the Legal Compliance Audit Guide prepared by the Office of the State Auditor pursuant to Minn. Stat. §6.65. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the District's basic financial statements. Our report will be addressed to the governing body of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on *Minnesota Legal Compliance* upon completion of our audit.

Audit of Major Program Compliance

Our audit of the District's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, and the Legal Compliance Audit Guide prepared by the Office of the State Auditor pursuant to Minn. Stat. §6.65, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we considers necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;

8. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, we agree to perform the following:

- Prepare or assist with preparing financial statements and the schedule of expenditures of federal awards in conformity with U.S. generally accepted accounting principles based on information provided by you.
- Propose certain cash to accrual conversion entries and fund to government wide entries to be reviewed and approved by management.
- Reconciliation of pension activity and related journal entries in accordance with GASB Statement No. 68 to be reviewed and approved by management.
- Preparation of lease schedules and related adjusting journal entries in accordance with GASB Statement No. 87 to be reviewed and approved by management.
- Preparation of subscription-based information technology arrangement (SBITA) schedules and related adjusting journal entries in accordance with GASB Statement No. 96 to be reviewed and approved by management.
- Submission of the uniform financial accounting and reporting standards compliance table
- Completion of the auditee's portion of the Data Collection Form

We will not assume management responsibilities on behalf of the District. The District's management understands and agrees that any advice or recommendation we may provide in connection with our audit engagement are solely to assist management in performing its responsibilities.

The District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities.

Fees and Timing

Brian Stavenger is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in October 2023.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges. Invoices are payable upon presentation. We estimate that our fee for the audit will be \$17,000, exclusive of considerations related to the adoption of GASB Statement No. 96, *Subscription-Based Information Technology Arrangements (SBITA)* (GASB No. 96), which is now effective for the entity.

GASB No. 96 became effective for fiscal years beginning after June 15, 2022. The requirements of this standard will result in material changes to most governmental entity's financial statements, both with respect to financial statement presentation and related disclosures. Our fees related to the performance of audit procedures related to your implementation of this standard will be dependent upon the number and nature of the entity's SBITA arrangements.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the District's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

As noted above actual out-of-pocket expenses will be billed if onsite services are requested, plus the travel time of the professional(s) coming onsite at 50% of their standard hourly rates.

Other circumstances may arise under which Eide Bailly must perform additional audit work and may require additional billings for these services. Examples of such circumstances include, but are not limited to:

- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- New or unusual transaction
- Failure of District staff to prepare and provide information in a timely manner
- Lack of availability of appropriate personnel during the audit fieldwork
- Significant capital projects
- New long-term debt issuances
- Refunding bond transactions
- Changes at the District such as software conversions, software updates, and/or staffing transitions

If the District's federal expenditures exceed \$750,000 and an audit over those funds is required, the fee will be \$5,800 assuming one major program to be tested. If additional programs are required to be tested, it will be an additional \$4,300 per program.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with a Prepared-by-Client (PBC) request that identifies the information required to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain audit documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such audit documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Other Matters

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your website or elsewhere, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

Neither of us may use or disclose the other's confidential information for any purpose except as permitted under this engagement letter or as otherwise necessary for Eide Bailly to provide the services. Your confidential information is defined as any information you provide to us that is not available to the public. Eide Bailly's confidential information includes our audit documentation for this engagement. Our audit documentation shall at all times remain the property of Eide Bailly LLP. The confidentiality obligations described in this paragraph shall supersede and replace any and all prior confidentiality and/or nondisclosure agreements (NDAs) between us.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

You agree to share all facts that may affect your financial statements, even if you first become aware of those facts after the date of the auditor's report but before the date your financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and the board of education the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP is a member of HLB International, a worldwide organization of accounting firms and business advisors, ("HLB"). Each member firm of HLB, including Eide Bailly LLP is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of HLB.

Eide Bailly LLP formed The Eide Bailly Alliance Network, a network for small to mid-sized CPA firms across the nation. Each member firm of The Eide Bailly Alliance, including Eide Bailly LLP, is a separate and independent legal entity and is not owned or controlled by any other member of The Eide Bailly Alliance. Each member firm of The Eide Bailly Alliance is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of The Eide Bailly Alliance or any other member firm of The Eide Bailly Alliance and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of The Eide Bailly Alliance.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Fargo, North Dakota. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in your financial statements that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys' fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by Minnesota law. Any unresolved Dispute shall be submitted to a federal or state court located in Minneapolis, Minnesota.

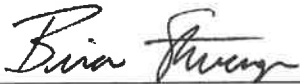
ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Brian Stavenger, CPA
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Independent School District No. 846 by:

Name: Christel Jullerino

Title: Superintendent

Date: 5-11-2023



August 18, 2023

Breckenridge Public School District
810 Beede Ave
Breckenridge, MN 56520

The following is our proposal to conduct an audit of the Breckenridge Public School District for the year ending June 30, 2023.

Our audit will be conducted in accordance with Generally Accepted Auditing Standards, and the standards for financial audits contained in Governmental Auditing Standards, issued by the Comptroller General of the United States. Audit tests will include accounting records of the Breckenridge Public School District and other procedures we consider necessary to enable us to express an opinion that the financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America.

As required under the SASs, we will be utilizing a risk-based audit approach for the upcoming audits. The use of this approach will require a greater understanding of the internal control environment to assess the risk of material misstatement and to target areas on the upcoming audits that are more likely prone to material misstatement.

As we plan the audit, we will be requesting additional documentation related to your accounting systems and company operations. As part of this process, we will visit your office to interview individuals throughout the organization and do “walk-throughs” in which we review and test the documentation of the system of internal controls. Additionally, if we identify significant or material weaknesses in the design or effectiveness of internal controls, we will bring these to your attention. These changes will require increases in the time we spend on the audit as well as some changes in the timing of audit procedures. We will work closely with you and your accounting personnel to coordinate our implementation of these additional procedures.

We are submitting a bid of \$10,000 for the audit year ending June 30, 2023. The bid is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If we determine that additional time above what was estimated in my bid is necessary, we will inform the school prior to beginning the audit.

The following personnel would be assigned to this project:

Nadine Julson - Certified Public Accountant:

- The accountant in charge of fieldwork.
- Has met the governmental continuing education requirements.
- Has performed audits for various school districts, cities, and other governmental units.

Daniel Julson - Certified Public Accountant:

- Has met the governmental continuing education requirements.
- Has performed audits for various school districts, cities, and other governmental units.

Governmental Auditing Standards require that individuals responsible for planning, directing, conducting, or reporting on government audits should complete, every 2 years, at least 80 hours of continuing education and training which contributes to the auditor's professional proficiency. Nadine Julson and Daniel Julson have met this requirement.

We appreciate your entity giving me the opportunity to make this proposal.

Sincerely,

A handwritten signature in cursive script that reads "Nadine Julson, LLC".

Nadine Julson, LLC

K. Truth and Taxation
L. Preliminary Levy

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LVYLIM08460124 M I N N E S O T A D E P A R T M E N T O F E D U C A T I O N
 DISTRICT NO. 0846 TYPE 01 L E V Y L I M I T A T I O N A N D C E R T I F I C A T I O N
 DISTRICT NAME BRECKENRIDGE PUBLIC SCHOO 2 0 2 3 P A Y A B L E 2 0 2 4
 ECSU REGION 04 WILKIN

I. COMPUTATION OF 2023 PAYABLE 2024 LEVY LIMITATION BY FUND (BEFORE COUNTY AUDITOR ADJUSTMENTS):

FUND	INITIAL LEVY LIMITATION	LIMITATION ADJUSTMENTS	ABATEMENT ADJUSTMENTS	OFFSET ADJUSTMENTS	TAC/MAX EFF ADJUSTMENT	MAXIMUM LEVY LIMITATION
GEN-RMV VOTER-EXEMP	403,327.91	17,556.50-	N/A			385,771.41
GEN-RMV OTHER-EXEMP	424,809.13	32,432.64-	N/A			392,376.49
GEN-NTC VOTER-EXEMP	N/A	N/A	N/A			N/A
GEN-NTC OTHER-GENED	232,878.55	79,420.38-	15.54-		N/A	153,442.63
GEN-NTC OTHER-EXEMP						
TOTAL GENERAL	1,061,015.59	129,409.52-	15.54-			931,590.53
COM SERV-EXEMP	31,038.80	1,257.71-	1.51-			29,779.58
DEBT-VOTER-NONEXEMP						
DEBT-OTHER-NONEXEMP	806,252.68	33,046.44-	3.15-			773,203.09
TOTAL DEBT SERV	806,252.68	33,046.44-	3.15-			773,203.09
OPEB-VOTER-NONEXEMP						
OPEB-OTHER-NONEXEMP						
TOTAL OPEB/PENSION						
TOTAL	1,898,307.07	163,713.67-	20.20-			1,734,573.20

II. COMPARISON OF 2022 PAYABLE 2023 LEVY LIMITATION WITH 2023 PAYABLE 2024 LEVY LIMITATION (BEFORE COUNTY AUDITOR ADJUSTMENTS):

FUND	2022 PAY 2023 LIMITATION	2023 PAY 2024 LIMITATION	INCREASE (DECREASE)	PERCENT CHANGE
GENERAL	978,133.29	931,590.53	46,542.76-	4.76-
COMMUNITY SERVICE	74,161.85	29,779.58	44,382.27-	59.85-
GENERAL DEBT SERVICE	775,110.94	773,203.09	1,907.85-	.25-
OPEB DEBT SERVICE				
TOTAL	1,827,406.08	1,734,573.20	92,832.88-	5.08-

III. COMPARISON OF 2022 PAYABLE 2023 CERTIFIED LEVY PLUS COUNTY AUDITOR ADJUSTMENTS WITH 2023 PAYABLE 2024 CERTIFIED LEVY PLUS COUNTY AUDITOR ADJUSTMENTS:

FUND	2022 PAY 2023 CERTIFIED LEVY + ADJUSTMENTS	2023 PAY 2024 CERTIFIED LEVY + ADJUSTMENTS	INCREASE (DECREASE)	PERCENT CHANGE
GENERAL	978,133.29			
COMMUNITY SERVICE	74,161.85			
GENERAL DEBT SERVICE	775,110.94			
OPEB DEBT SERVICE				
TOTAL AFTER ADJUSTMENTS	1,827,406.08			

LEVY REVENUE (FINAL 2023 PAYABLE 2024 LEVY)	
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Debt Service Fund Levies	<u>\$775,110.94</u>
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Community Service Fund Levies	<u>\$74,161.85</u>
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Less Levy Restrictions:

Disabled School Age Child Care	\$8,000.00
ECFE	\$25,716.94
Home Visiting	\$17.38
Youth Service	\$4,888.00
Youth Enrichment	\$9,042.80
Unrestricted Community Service	<u>\$24,496.73</u>

General Fund Levy	<u>\$978,133.29</u>
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Less Levy Restrictions:

Operating Capital	\$38,127.82
Safe Schools	\$22,585.68
Career and Technical	\$36,507.35
Long Term Facilities Maintenance	\$36,456.80
OPEB Pay-As-You-Go	\$9,230.00
Unrestricted General Fund	<u>\$835,225.64</u>

Total Revenue	\$1,827,406.08
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POLICY DECLARATIONS

WC 200442.11

STANDARD WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY

Print Date	06/28/23
Page	1

THESE DECLARATIONS, WITH THE POLICY PROVISIONS AND ENDORSEMENTS, IF ANY, COMPLETES THE ABOVE NUMBERED POLICY,
AND REPLACES ANY PREVIOUSLY ISSUED DECLARATIONS

1. NAMED INSURED:

BRECKENRIDGE SCHOOL
ISD #846
810 BEEDE AVE
BRECKENRIDGE, MN 56520

COVERAGES PROVIDED BY:

RAM MUTUAL INSURANCE COMPANY
PO BOX 308
ESKO, MN 55733-0308

INSURED IS A NON-PROFIT
MN ID#
FEIN# 41-6004655
UI# 8018469000
NAICS# 611110
PHONE# (W)218-643-6822

AGENT: 1452

BREMER INS AGENCIES INC
8555 EAGLE POINT BLVD
PO Box 2000
LAKE ELMO, MN 55042
PHONE# 320-762-3716

2. POLICY PERIOD: 07/01/23 TO 07/01/24

(At 12:01 A.M. Standard Time at your mailing address above)

PREMIUM: DIRECT BILLED - ANNUALLY

MINIMUM	ESTIMATED ANNUAL
500.00	27,518.00

3A. PART ONE OF THIS POLICY APPLIES TO THE WORKERS' COMPENSATION LAW AND ANY OCCUPATIONAL DISEASE LAW OF THE STATE OF MINNESOTA.

3B. LIMIT OF LIABILITY FOR PART TWO:

SUBJECT TO ALL TERMS OF THIS POLICY HAVING REFERENCE THERETO.

BODILY INJURY BY ACCIDENT	500,000 (EACH ACCIDENT)
BODILY INJURY BY DISEASE	500,000 (POLICY LIMIT)
BODILY INJURY BY DISEASE	500,000 (EACH EMPLOYEE)

3C. OTHER STATES INSURANCE:

PART THREE OF THIS POLICY APPLIES TO THE STATES, IF ANY, LISTED HERE:

4. THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUAL OF RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT.

CODE CLASSIFICATION	PREMIUM BASIS	RATE	ESTIMATED
			ANNUAL PREMIUM
7382 BUS DRIVERS	180,250	4.90	8,832.00
8385 BUS CO-GARAGE EMPLOYEES	62,223	2.73	1,699.00
8868 SCHOOL - PROFESSIONAL EMPLOYEES & C	4,805,962	0.52	24,991.00
9101 SCHOOL - ALL OTHER EMPLOYEES	385,074	4.58	17,636.00
9807 EMPLOYER'S LIABILITY	0	0.00	542.00

CONTINUED



POLICY DECLARATIONS

WC 200442.11

STANDARD WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY

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THESE DECLARATIONS, WITH THE POLICY PROVISIONS AND ENDORSEMENTS, IF ANY, COMPLETES THE ABOVE NUMBERED POLICY,
AND REPLACES ANY PREVIOUSLY ISSUED DECLARATIONS

NAMED INSURED

BRECKENRIDGE SCHOOL

CODE CLASSIFICATION	PREMIUM BASIS	RATE	ESTIMATED
			ANNUAL PREMIUM
9898 EXPERIENCE MODIFICATION	0	0.72	-15,340.00
0174 MN SPECIAL COMPENSATION FUND	0	4.00	2,170.00
9740 TERRORISM RISK INSURANCE ACT	5,433,509	0.02	1,087.00
9887 CREDIT MODIFIER	0	0.70	-11,834.00
0064 PREMIUM DISCOUNT	0	0.00	-2,465.00
9757 AUDIT NONCOMPLIANCE CHARGE	0	0.00	0.00
0900 EXPENSE CONSTANT	0	0.00	200.00

FORMS :

Form#	Edition	Description
WC000000C	01-15	Workers' Compensation and Employers' Liability Insurance Policy
WC220601D	08-06	Minnesota Cancellation/Nonrenewal Endorsement
WC220000A	11-03	Minnesota Amendatory Endorsement
WC000419	01-01	Policy Premium Due Date Endorsement
WC000422C	01-21	Terrorism Risk Ins Reauthorization Disclosure
WC000424	01-17	Audit Noncompliance Charge Endorsement
WC000414A	01-19	Notification Of Change In Ownership Endorsement

Your policy is subject to the forms listed above. Policy forms are available on RAM's website at www.rammutual.com. To view your forms, set up an account and register all policies. Physical copies are available upon request.

8. Adjournment