

**BRECKENRIDGE SCHOOL BOARD MEETING  
INDEPENDENT SCHOOL DISTRICT #846  
WEDNESDAY, AUGUST 21, 2024  
REGULAR MEETING - 7:00 AM  
ELEMENTARY CLASSROOM #206  
810 BEEDE AVENUE  
BRECKENRIDGE, MN 56520**

**AGENDA**

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

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**The Regular Meeting of the Board of Education, Independent School District No. 846, Breckenridge, Minnesota met Wednesday, July 17, 2024, at 7:00 AM in the Elementary School, conference room #233.**

UNOFFICIAL MINUTES UNTIL APPROVED AT THE NEXT BOARD MEETING

**Members Present:** Arnhalt, Ernst, Hasbargen, Johnson, and Nepl

Chairperson Johnson called the regular meeting to order at 7:00 AM with the Pledge of Allegiance recited.

**Motion** by Hasbargen, seconded by Arnhalt to approve the agenda as presented 5-0

**CONSENT AGENDA:**

**Motion** by Nepl, seconded by Ernst to approve the consent agenda. 5-0

Previous month's minutes – June 12, 2024

Financial reports as presented including:

General Ledger Debits: June 2024

General Fund: \$1,973,634.45—Food Service: \$63,274.32—Community Service: \$37,455.28—Debt Redemption: \$0.00—Trust

Fund: \$0.00—Student Activities: \$11,473.57

Accounts Payable/Wires & Checks: 06/12/2024-07/12/2024

Total: \$2,085,837.62

Hires: Jennifer Sanchez, Administrative Assistant. Henry Peck, Bus Driver.

Resignations: Nicholas Johnson, 5-12 Vocal Music Instructor

Retirements: Lori Formanek, Assistant Cook

**COMMUNICATIONS:**

Facilities Manager – Jerry Rosenthal

◊Custodians have been busy this summer◊Parking lots have been resurfaced◊Gym floor is being resurfaced◊Roof repairs◊Roof repair quote

Business Manager – Dessica Komestakes

◊New fiscal year, feeling good about how it's going so far◊Leave balances◊Audit prep

Superintendent – Kristie Sullivan

◊Quit claim deed landowners have been contacted◊Staffing needs: Choir and Food Service Director◊Community input meeting went well, thank you Principal Erickson, Mr. Brenden, and Mr. Christensen◊Alternative Learning Center planning is going well

Committee Reports

◊Negotiations Committee: MSEA Group voted to approve contract

◊Activities Committee: Fee schedule discussion◊charitable gambling discussion ◊coaches and advisors evaluation process

**OLD BUSINESS:**

**Motion** by Nepl, seconded by Arnhalt to approve district substitute pay increases to: Teacher Substitutes-\$175, Paraeducator Substitutes-\$17.50, and Food Service Substitutes: \$16.50 5-0

**NEW BUSINESS:**

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

*June donations received:* \$525.00

West Central Initiative \$500.00 (Valley Lake Summer Field Trips) Anonymous \$25.00 (Angel Funds)

Hasbargen seconded the motion. 5-0

**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. 5-0 (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 \$91,606.60 for 2024/2025. 5-0

**Motion** by Ernst, seconded by Nepl to authorize Kim Willemsen, Accounting Clerk and Dessica Komestakes, Business Manager as check signers for the contingent account at BMO Bank, and remove Courtney Diestler, Administrative Assistant. 5-0

**Motion** by Hasbargen, seconded by Arnhalt to advertise for dairy product bids and fuel bids for 2024/2025. 5-0

**Motion** by Arnhalt, seconded by Nepl to renew 2024/2025 membership with the Minnesota School Boards Association (MSBA) at a cost of

\$7,222.00, which includes association dues, policy services and the BoardBook subscription. 5-0

**Motion** by Ernst, seconded by Hasbargen to renew 2024/2025 membership in the Minnesota Rural Education Association (MREA) at a cost of \$1,757.00 which is based on pupil units and includes a legislative fee. 5-0

**Motion** by Nepl, seconded by Ernst to approve the contract with Lakes Country Service Co-Op for 2024-2025 at a cost of \$3,409.75 which includes a \$1,400 base fee, \$1,000 facilities maintenance fee, and a \$1,009.75 student fee. Last year's cost was \$3,479.75. 5-0

**Motion** by Arnhalt, seconded by Hasbargen to approve the contracted service agreements for Lakes Country Service Cooperative for Early Child Support Services, MSCTC eCampus in the High School (PSEO), and True North Consulting Firm. 5-0

**Motion** by Arnhalt, seconded by Nepl to approve the contract settlement with the MSEA group Paraprofessionals, Food Service & Clerical Staff 5-0 (copy on file)

**Motion** by Arnhalt, seconded by Hasbargen to approve tuition payment of \$2,500 for Superintendent Sullivan to attend the Education Policy Fellowship in Washington DC. 5-0

**Motion** by Ernst, seconded by Arnhalt to approve dissolution of current boys hockey co-op with Wahpeton and approve boys hockey co-op application with Wahpeton and Hankinson. 5-0

**Motion** by Hasbargen, seconded by Nepl to approve 2024/2025 Fee Schedule. 5-0 (copy on file)

First reading of Policy 504 Student Dress and Appearance

**Motion** by Hasbargen, seconded by Ernst to adjourn at 8:18AM. 5-0

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

Superintendent Sullivan presented the board with academic data to review and discuss.

Following the data review the board discussed the current cell phone policy and reviewed information shared at the Community Input meeting that was held on Tuesday, July 16th, 2024 to discuss the adoption of a new Electronics Policy. The board reviewed student survey results and survey results from the Community Input meeting. Following this discussion a brainstorming session was held to find best practices to draft a new Electronics Policy.

Superintendent Sullivan invited True North Consulting Partners to discuss facilitating community engagement in referendum planning. True North Consulting Partners shared a Community Engagement overview presentation with the board and ended their presentation with a question and answer session.

Chairperson Johnson adjourned the work session at 1:00PM.

Next regular meeting date is Wednesday, August 21st, 2024, at 7:00AM

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Chair

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Clerk

## B. Financials

### 1. Financial Report & Bills

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

Date of Report: August 20th, 2024

For the Month of July 2024

**General Ledger Balances**

FUNDS	Balance Beg. of Month	Debits	Credits	Balance End of Month
General Fund	\$3,307,995.14	543,301.37	1,049,209.12	\$2,802,087.39
Food Service	90,626.88	50,928.48	4,605.65	\$136,949.71
Comm. Serv.	197,622.00	20,638.07	50,016.42	\$168,243.65
Debt. Redemption	311,236.97	69,701.89	96,162.50	\$284,776.36
Trust Fund	4,356.73	0.00	0.00	\$4,356.73
Student Activities	56,855.39	113.50	446.80	\$56,522.09
TOTALS:	\$3,968,693.11	\$684,683.31	\$1,200,440.49	\$3,452,935.93

**Bank Balances**

Description	Balance Per Bank	Outstanding Checks and Wires	Deposits in Transit	Balance
Bremer	\$268,611.00	39,294.68	0.00	\$229,316.32
The 'Barn" Cash Box				50.00
Bank of the West (Contingent)				8,000.00
Petty Cash				400.00
TOTALS:				\$237,766.32

**Investments**

Minn. School District Liquid Asset Fund	5.1400%	\$ 216,201.48	
Minn. School District "MAX" Fund	5.2300%	\$2,894,122.95	
Bremer Money Market	4.0000%	\$109,788.08	
TOTALS:			\$ 3,220,112.51
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TOTAL CASH AND INVESTMENTS:			\$3,457,878.83
			=====

# Breckenridge Public School Student Activity Guideline Period Ending July 31, 2024

Sequence: Group-Sub, Crs

										<b>B25</b>						
L	Fd	Org	Pro	Fin	O/S	Crs	Class	Sub	Description	Annual Budget	Period 202501	Year To Date	% YTD	Encumbrances	+ Enc	Remaining Balance
00 Assets																
B	21	101	000				100	00	Student Activities Cash	0.00	(333.30)	56,522.09	0%	0.00	0.00	(56,522.09)
B	21	206	000				200	00	Student Activities Accounts Payable	0.00	254.30	0.00	0%	0.00	0.00	0.00
00 Liabilities																
923																
B	21	401	923				400	923	Class of 2023	0.00	0.00	(1,718.31)	0%	0.00	0.00	1,718.31
924																
924 Class of 2024																
B	21	401	924				400	924	Class of 2024	0.00	0.00	(4,653.81)	0%	0.00	0.00	4,653.81
R	21	005	298	301	099	924	401	924	Class of 2024 Revenue	(2,000.00)	0.00	(1,718.31)	86%	0.00	0.00	(281.69)
E	21	005	298	301	401	924	401	924	Class of 2024 Supplies	6,000.00	0.00	2,520.67	42%	0.00	0.00	3,479.33
924 Class of 2024																
925 Class of 2025																
E	21	005	298	301	099	925	401	925	Class of 2025 Supplies	0.00	0.00	7,987.84	0%	0.00	0.00	(7,987.84)
R	21	005	298	301	099	925	401	925	Class of 2025 Revenue	(9,000.00)	0.00	(12,053.05)	134%	0.00	0.00	3,053.05
925 Class of 2025																
978 National Honor Society																
B	21	401	978				400	978	National Honor Society	0.00	0.00	(505.62)	0%	0.00	0.00	505.62
R	21	005	298	301	099	978	401	978	National Honor Society Revenue	0.00	0.00	(560.28)	0%	0.00	0.00	560.28
E	21	005	298	301	401	978	401	978	National Honor Society Supplies	1,300.00	192.50	1,559.22	120%	0.00	0.00	(259.22)
978 National Honor Society																
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	0.00	7,356.72
E	21	005	298	301	401	979	401	979	High School Student Council Revenue	2,500.00	0.00	2,998.37	120%	0.00	0.00	(498.37)
R	21	005	298	301	099	979	401	979	High School Student Council Supplies	(5,000.00)	0.00	(5,033.25)	101%	0.00	0.00	33.25
979 High School Student Council																
980 Letterclub																
B	21	401	980				400	980	Letterclub	0.00	0.00	(4,768.49)	0%	0.00	0.00	4,768.49
R	21	005	298	301	099	980	401	980	Letterclub Revenue	0.00	0.00	(1,000.00)	0%	0.00	0.00	1,000.00
E	21	005	298	301	401	980	401	980	Letterclub Supplies	1,000.00	0.00	129.25	13%	0.00	0.00	870.75
980 Letterclub																
981 Mathletes																
B	21	401	981				400	981	Mathletes	0.00	0.00	(6.21)	0%	0.00	0.00	6.21
											0.00	(564%)	0.00	38%	0.00	6,639.24

**Breckenridge Public School  
Student Activity Guideline  
Period Ending July 31, 2024**

Sequence: Group-Sub, Crs

										B25								
L	Fd	Org	Pro	Fin	O/S	Crs	Class	Sub	Description	Annual Budget	Period 202501	Year To Date	% YTD	Encumbrances	+ Enc	% YTD	Remaining Balance	
981 Mathletes																		
E	21	005	298	301	401	981	401	981	Mathletes Supplies	500.00	0.00	12.95	3%	0.00	0.00	3%	487.05	
981 Mathletes																		
B	21	401	982				400	982	HS Band	0.00	0.00	(6,065.42)	0%	0.00	0.00	0%	6,065.42	
R	21	005	298	301	099	982	401	982	HS Band Revenue	(15,000.00)	0.00	(15,842.88)	106%	0.00	0.00	106%	842.88	
E	21	005	298	301	401	982	401	982	HS Band Supplies	17,000.00	0.00	16,793.49	99%	0.00	0.00	99%	206.51	
982 HS Band																		
B	21	401	983				400	983	Boys Golf	0.00	0.00	(205.54)	0%	0.00	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	0.00	0%	500.00	
R	21	005	298	301	099	983	401	983	Boys Golf Revenue	0.00	0.00	(25.00)	0%	0.00	0.00	0%	25.00	
983 Boys Golf																		
B	21	401	984				400	984	HS Choir	0.00	0.00	(5,301.80)	0%	0.00	0.00	0%	5,301.80	
E	21	005	298	301	401	984	401	984	HS Choir Supplies	500.00	0.00	12.50	3%	0.00	0.00	3%	487.50	
R	21	005	298	301	099	984	401	984	HS Choir Revenue	0.00	0.00	(575.14)	0%	0.00	0.00	0%	575.14	
984 HS Choir																		
B	21	401	986				400	986	FFA	0.00	0.00	(5,358.78)	0%	0.00	0.00	0%	5,358.78	
E	21	005	298	301	401	986	401	986	FFA Supplies	4,000.00	0.00	0.00	0%	0.00	0.00	0%	4,000.00	
R	21	005	298	301	099	986	401	986	FFA Revenue	(1,000.00)	0.00	(1,352.35)	135%	0.00	0.00	135%	352.35	
986 FFA																		
B	21	401	987				400	987	Close Up	0.00	0.00	(1,620.79)	0%	0.00	0.00	0%	1,620.79	
987 Close Up																		
B	21	401	988				400	988	Speech	0.00	0.00	(4,251.89)	0%	0.00	0.00	0%	4,251.89	
E	21	005	298	301	401	988	401	988	Speech Supplies	450.00	0.00	104.44	23%	0.00	0.00	23%	345.56	
R	21	005	298	301	099	988	401	988	Speech Revenue	0.00	0.00	(280.14)	0%	0.00	0.00	0%	280.14	
988 Speech																		
B	21	401	989				400	989	Drama Club	0.00	0.00	(2,267.90)	0%	0.00	0.00	0%	2,267.90	
E	21	005	298	301	401	989	401	989	Drama Club Supplies	750.00	0.00	1,915.61	255%	0.00	0.00	255%	(1,165.61)	



## Breckenridge Public School Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
9452	0846	FAB														
			16436	Credit	A	07/17/24		Check	1	1082						
						0846	R 01 005 000	000 021 000		Tuition Income					782.51	0.00
						0846	B 01 115 000				1447	02/29/24	Invoice	1,655.37	1,655.37	0.00
														Receipt Total:	\$2,437.88	\$0.00
			16437	Credit	A	07/17/24		Check	1	1063						
						0846	B 01 115 000			WAHPETON PUBLIC SCH					20,295.57	0.00
						0846	B 01 115 000				1464	06/25/24	Invoice	20,295.57	20,295.57	0.00
											1470	07/08/24	Invoice	5,792.04	5,792.04	0.00
														Receipt Total:	\$26,087.61	\$0.00
			16438	Credit	A	07/17/24		Check	1	1011						
						0846	B 01 115 000			ISD 852					6,750.00	0.00
											1465	06/26/24	Invoice	6,750.00	6,750.00	0.00
														Receipt Total:	\$6,750.00	\$0.00
			16439	Credit	A	07/17/24		Check	1	C1						
						0846	E 01 100 203	000 305 000		Elem Consulting Fees					726.00	0.00
														Receipt Total:	\$726.00	\$0.00
			16440	Credit	A	07/17/24		Check	1	C1						
						0846	R 04 005 591	000 099 000		Misc. Revenue					900.00	0.00
														Receipt Total:	\$900.00	\$0.00
			16441	Credit	A	07/17/24		Check	1	C1						
						0846	R 01 005 000	000 050 000		General Fees					250.00	0.00
														Receipt Total:	\$250.00	\$0.00
			16442	Credit	A	07/17/24		Check	1	C1						
						0846	R 04 005 591	000 099 000		Misc. Revenue					75.00	0.00
														Receipt Total:	\$75.00	\$0.00
			16443	Credit	A	07/17/24		Check	1	C1						
						0846	R 04 005 591	000 099 000		Misc. Revenue					100.00	0.00
														Receipt Total:	\$100.00	\$0.00
			16444	Credit	A	07/17/24		Check	1	1284						
						0846	B 01 215 027			REINERTSON, PERRY					2.60	0.00
						0846	B 01 215 025			Life & Disability Payable					554.96	0.00
										Group Health Payable				Receipt Total:	\$557.56	\$0.00

Ashley Gerner





# 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
9461	0846	FAB	16456	Credit	A	07/30/24	0846 E 01 100 203 000 401 000	Wire	1 1004	ELEM GENERAL FUND DE Elem General Supplies				182.99		0.00
														Receipt Total:	\$182.99	\$0.00
														Deposit Total:	\$182.99	\$0.00
9462	0846	FAB	16457	Credit	A	07/30/24	0846 R 01 005 000 000 092 000	Wire	1 C1	Misc Interest Income				14,107.00		0.00
														Receipt Total:	\$14,107.00	\$0.00
														Deposit Total:	\$14,107.00	\$0.00
9463	0846	FAB	16458	Credit	A	07/30/24	0846 R 01 300 292 000 050 000	Wire	1 C1	Misc General Athletics Fees				200.00		0.00
							0846 R 01 300 296 000 060 214			HS Girls Activity Tickets Reve				20.00		0.00
							0846 R 02 005 770 701 601 000			Student Lunch Sales				4.25		0.00
														Receipt Total:	\$224.25	\$0.00
														Deposit Total:	\$224.25	\$0.00
9464	0846	FAB	16459	Credit	A	07/30/24	0846 R 04 005 570 321 040 000	Check	1 1009	COMMUNITY EDUCATION School Age Care Tuition from				709.50		0.00
							0846 R 04 005 591 000 050 202			Youth Basketball Fees				60.00		0.00
							0846 R 04 005 591 000 050 204			Youth Football Fees				270.00		0.00
							0846 R 04 005 591 000 050 208			Summer Youth Enrichment Fe				100.00		0.00
							0846 R 04 005 591 000 050 211			Youth Volleyball Fees				140.00		0.00
							0846 R 04 005 591 000 050 212			Youth Wrestling Fees				150.00		0.00
														Receipt Total:	\$1,429.50	\$0.00
														Deposit Total:	\$1,429.50	\$0.00
														Report Total:	\$375,342.33	\$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	Print	Recon	Void	Pay/Void Date	Amount
FAB		45331		Check	1 2524		ST. FRANCIS MEDICAL CENTER		Yes	No	Yes	07/30/2024	750.00
FAB		45331		Check	1 2524		ST. FRANCIS MEDICAL CENTER		Yes	No	Yes	07/31/2024	(750.00)
FAB		45332		Wire	1 00039		MN DEPT OF REVENUE (EFT)		No	Yes	No	07/30/2024	4,994.81
FAB		45333		Wire	1 00599		P.E.R.A.		No	Yes	No	07/30/2024	5,446.21
FAB		45334		Wire	1 00600		TEACHERS RETIREMENT ASSN.		No	Yes	No	07/30/2024	23,809.04
FAB		45335		Wire	1 01233		EFTPS		No	Yes	No	07/30/2024	39,624.89
FAB		45336		Wire	1 2251		FURTHER (FSA/ HSA)		No	Yes	No	07/30/2024	5,205.15
FAB		45337		Wire	1 2277		EDUCATORS BENEFIT ACH		No	Yes	No	07/30/2024	6,684.96
FAB		45338		Wire	1 00039		MN DEPT OF REVENUE (EFT)		No	Yes	No	07/30/2024	152.78
FAB		45339		Wire	1 00599		P.E.R.A.		No	Yes	No	07/30/2024	556.79
FAB		45340		Wire	1 01233		EFTPS		No	Yes	No	07/30/2024	824.45
FAB		45341		Wire	1 2251		FURTHER (FSA/ HSA)		No	Yes	No	07/30/2024	210.36
FAB		45342		Wire	1 2277		EDUCATORS BENEFIT ACH		No	Yes	No	07/30/2024	250.00
FAB		45343		Wire	1 2656		QUADIENT FINANCE USA		No	Yes	No	07/30/2024	499.55
FAB		45344		Wire	1 3702		REVTRAK		No	Yes	No	07/30/2024	374.00
FAB		45345		Check	1 00518		LAKES COUNTRY SERVICE COOP		Yes	No	Yes	07/30/2024	50.00
FAB		45345		Check	1 00518		LAKES COUNTRY SERVICE COOP		Yes	No	Yes	07/31/2024	(50.00)
FAB		45346		Check	1 00518		LAKES COUNTRY SERVICE COOP		Yes	No	Yes	07/30/2024	17,318.47
FAB		45346		Check	1 00518		LAKES COUNTRY SERVICE COOP		Yes	No	Yes	07/31/2024	(17,318.47)
FAB		45347		Check	1 01211		FERGUS FALLS AREA SPEC. EDUC.		Yes	No	Yes	07/30/2024	65,200.00
FAB		45347		Check	1 01211		FERGUS FALLS AREA SPEC. EDUC.		Yes	No	Yes	07/31/2024	(65,200.00)
FAB		45348		Check	1 03092		JK SPORTS		Yes	No	Yes	07/30/2024	158.85
FAB		45348		Check	1 03092		JK SPORTS		Yes	No	Yes	07/31/2024	(158.85)
FAB		45349		Wire	1 00039		MN DEPT OF REVENUE (EFT)		No	No	No	07/30/2024	4,782.55
FAB		45350		Wire	1 00599		P.E.R.A.		No	Yes	No	07/30/2024	5,044.99
FAB		45351		Wire	1 00600		TEACHERS RETIREMENT ASSN.		No	Yes	No	07/30/2024	22,718.87
FAB		45352		Wire	1 01233		EFTPS		No	Yes	No	07/30/2024	37,597.26
FAB		45353		Wire	1 2251		FURTHER (FSA/ HSA)		No	No	No	07/30/2024	5,444.23
FAB		45354		Wire	1 2277		EDUCATORS BENEFIT ACH		No	No	No	07/30/2024	6,903.86
FAB		45355		Wire	1 3459		AMERITAS LIFE INSURANCE		No	Yes	No	07/30/2024	195.68
FAB		45356		Wire	1 00014		ND STATE TAX COMMISSIONER		No	Yes	No	07/31/2024	158.99
FAB		45357		Wire	1 3459		AMERITAS LIFE INSURANCE		No	Yes	No	07/31/2024	13.60
FAB		45358		Wire	1 2277		EDUCATORS BENEFIT ACH		No	Yes	No	07/31/2024	208.00
FAB		45359		Wire	1 2034		MN DEPT OF REVENUE		No	Yes	No	07/31/2024	17.41
FAB		45364		Wire	1 00193		GREAT PLAINS NATURAL GAS		No	No	No	08/19/2024	488.43
FAB		45291	128975	Check	1 00482		DAILY NEWS		Yes	Yes	No	07/15/2024	234.76
FAB		45292	128976	Check	1 2480		SIREK, TAMRA KAY		Yes	Yes	No	07/15/2024	405.00
FAB		45293	128977	Check	1 1129	Remit2	AMAZON CAPITAL SERVICES		Yes	Yes	No	07/15/2024	2,596.04
FAB		45316	128982	Check	1 3689		CIRCLE J RANCH LLC		Yes	Yes	No	07/23/2024	450.00

# Breckenridge Public School Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
FAB		45315	128983	Check	1	3539	GUARDIAN		Yes	Yes	No	07/23/2024	1,968.08
FAB		45314	128984	Check	1	3328	MARCO TECHNOLOGIES, LLC		Yes	No	No	07/23/2024	2,166.94
FAB		45317	128985	Check	1	3831	RELIANCE STANDARD LIFE INSURANC		Yes	Yes	No	07/23/2024	1,455.12
FAB		45318	128986	Check	1	3882	THEILE, KELSEY KRAZ DANCE		Yes	Yes	No	07/23/2024	54.00
FAB		45322	128987	Check	1	2447	CONCORDIA COLLEGE		Yes	No	No	07/26/2024	25.00
FAB		45324	128988	Check	1	2824	KING, ROY M.		Yes	No	No	07/26/2024	135.00
FAB		45326	128989	Check	1	3695	MANSTROM, CATHERINE		Yes	No	No	07/26/2024	200.00
FAB		45320	128990	Check	1	01184	MIN SCHOOL EMPLOYEES ASSOC		Yes	Yes	No	07/26/2024	31.61
FAB		45319	128991	Check	1	00322	MIN STATE HIGH SCHOOL LEAGUE		Yes	Yes	No	07/26/2024	250.00
FAB		45327	128992	Check	1	3883	MOHS, KAYLA		Yes	No	No	07/26/2024	282.56
FAB		45321	128993	Check	1	1292	ND CHILD SUPPORT DIVISION		Yes	Yes	No	07/26/2024	457.50
FAB		45323	128994	Check	1	2480	SIREK, TAMRA KAY		Yes	No	No	07/26/2024	405.00
FAB		45325	128995	Check	1	3694	STOPPLEWORTH, JESSICA		Yes	Yes	No	07/26/2024	137.66
FAB		45329	128996	Check	1	2912	HOPKINS, TOVIAO LEE		Yes	No	No	07/30/2024	136.18
FAB		45328	128997	Check	1	2505	HUDL		Yes	No	No	07/30/2024	650.00
FAB		45330	128998	Check	1	3786	SULLIVAN, KRISTIE		Yes	Yes	No	07/30/2024	3,744.19
FAB		45360	128999	Check	1	00303	MASSP		Yes	No	No	08/08/2024	75.00
FAB		45361	129000	Check	1	1569	WAHPETON AUTO VALUE		Yes	No	No	08/08/2024	14.98
FAB		45363	129001	Check	1	3887	THE MORRIS LEATHERMAN COMPANY LLC - S Corp		Yes	No	No	08/14/2024	11,950.00
FAB		45362	129002	Check	1	3881	ThomasKelly Software Associates		Yes	No	No	08/14/2024	1,500.00
FAB		45386	129003	Check	1	1129	Remit2 AMAZON CAPITAL SERVICES		Yes	No	No	08/19/2024	1,912.13
FAB		45388	129004	Check	1	1190	ANDERSON'S		Yes	No	No	08/19/2024	258.16
FAB		45420	129005	Check	1	3593	BLUE CROSS BLUE SHIELD OF MN		Yes	No	No	08/19/2024	46,558.56
FAB		45424	129006	Check	1	3778	BOGENREIF, TONY		Yes	No	No	08/19/2024	69.75
FAB		45429	129007	Check	1	3885	CLASS LINK, INC		Yes	No	No	08/19/2024	11,296.70
FAB		45371	129008	Check	1	00545	CONTINGENT FUND		Yes	No	No	08/19/2024	1,601.81
FAB		45368	129009	Check	1	00482	DAILY NEWS		Yes	No	No	08/19/2024	321.15
FAB		45365	129010	Check	1	00115	Remit DEMCO, INC		Yes	No	No	08/19/2024	437.92
FAB		45415	129011	Check	1	3303	ECOLAB		Yes	No	No	08/19/2024	102.62
FAB		45406	129012	Check	1	2535	EDMENTUM, INC.		Yes	No	No	08/19/2024	6,019.95
FAB		45412	129013	Check	1	2944	EDUCATION WEEK		Yes	No	No	08/19/2024	77.00
FAB		45402	129014	Check	1	2265	EDUCATORS BENEFIT CONSULTANTS-		Yes	No	No	08/19/2024	138.40
FAB		45379	129015	Check	1	01994	FARM CITY SUPPLY		Yes	No	No	08/19/2024	376.47
FAB		45366	129016	Check	1	00153	FARMERS UNION OIL CO		Yes	No	No	08/19/2024	490.74
FAB		45373	129017	Check	1	01211	FERGUS FALLS AREA SPEC. EDUC.		Yes	No	No	08/19/2024	65,200.00
FAB		45409	129018	Check	1	2774	FIRST ADVANTAGE BACKGROUND SEF		Yes	No	No	08/19/2024	11.48
FAB		45385	129019	Check	1	03235	FOLLETT SCHOOL SOLUTIONS		Yes	No	No	08/19/2024	720.00
FAB		45427	129020	Check	1	3875	FUNDRAISER BLANKETS	S Corporation	Yes	No	No	08/19/2024	1,500.00
FAB		45401	129021	Check	1	2238	FURTHER		Yes	No	No	08/19/2024	53.20

# Breckenridge Public School Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
FAB		45428	129022	Check	1	3879	GAST CONSTRUCTION CO., INC		Yes	No	No	08/19/2024	3,300.00
FAB		45375	129023	Check	1	01666	GERRELLS SPORTS CENTER, INC.		Yes	No	No	08/19/2024	2,215.00
FAB		45393	129024	Check	1	1499	GOPHER STATE ONE-CALL		Yes	No	No	08/19/2024	4.05
FAB		45422	129025	Check	1	3764	Graybar Electric Company, Inc		Yes	No	No	08/19/2024	4,317.00
FAB		45391	129026	Check	1	1432	GRIPPERS SPORTS TROPHYS		Yes	No	No	08/19/2024	440.00
FAB		45411	129027	Check	1	2885	HIGH POINT NETWORKS		Yes	No	No	08/19/2024	5,044.00
FAB		45374	129028	Check	1	01529	HILLYARD/HUTCHINSON		Yes	No	No	08/19/2024	4,659.25
FAB		45387	129029	Check	1	1163	HOUGHTON MIFFLIN HARCOURT		Yes	No	No	08/19/2024	291.74
FAB		45394	129030	Check	1	1505	INNOVATIVE OFFICE SOLUTIONS		Yes	No	No	08/19/2024	646.80
FAB		45398	129031	Check	1	1954	INTERSTATE POWER SYSTEMS, INC		Yes	No	No	08/19/2024	3,772.60
FAB		45425	129032	Check	1	3779	I-STATE TRUCK CENTERS		Yes	No	No	08/19/2024	34.06
FAB		45383	129033	Check	1	03092	JK SPORTS		Yes	No	No	08/19/2024	158.85
FAB		45382	129034	Check	1	02325	JOHN DEERE FINANCIAL		Yes	No	No	08/19/2024	12.87
FAB		45430	129035	Check	1	3888	JOHNSON FLOOR SANDING	LLC - Partnership	Yes	No	No	08/19/2024	45,750.00
FAB		45396	129036	Check	1	1929	JOSTENS		Yes	No	No	08/19/2024	1,818.88
FAB		45369	129037	Check	1	00518	LAKES COUNTRY SERVICE COOP		Yes	No	No	08/19/2024	100,533.82
FAB		45416	129038	Check	1	3328	MARCO TECHNOLOGIES, LLC		Yes	No	No	08/19/2024	2,166.94
FAB		45403	129039	Check	1	2281	MASA		Yes	No	No	08/19/2024	860.00
FAB		45426	129040	Check	1	3819	MASC		Yes	No	No	08/19/2024	85.00
FAB		45407	129041	Check	1	2603	MCGRRAW-HILL SCHOOL EDUCATION		Yes	No	No	08/19/2024	12,134.90
FAB		45408	129042	Check	1	2670	MN HISTORICAL SOCIETY PRESS		Yes	No	No	08/19/2024	2,040.00
FAB		45372	129043	Check	1	01184	MN SCHOOL EMPLOYEES ASSOC		Yes	No	No	08/19/2024	63.14
FAB		45376	129044	Check	1	01779	NCPERS GROUP LIFE INS		Yes	No	No	08/19/2024	32.00
FAB		45390	129045	Check	1	1292	ND CHILD SUPPORT DIVISION		Yes	No	No	08/19/2024	457.50
FAB		45410	129046	Check	1	2855	NEW DOMINION SCHOOL		Yes	No	No	08/19/2024	6,201.18
FAB		45378	129047	Check	1	01946	NORTH CENTRAL INTERNATIONAL, LLC		Yes	No	No	08/19/2024	277.60
FAB		45389	129048	Check	1	1243	NORTH CENTRAL TRUCK EQUIPMENT		Yes	No	No	08/19/2024	96.16
FAB		45380	129049	Check	1	02104	OK TIRE STORES		Yes	No	No	08/19/2024	1,046.96
FAB		45418	129050	Check	1	3541	PAPER101		Yes	No	No	08/19/2024	6,920.00
FAB		45400	129051	Check	1	2193	PEMBERTON, SORLIE, RUFER & KERS		Yes	No	No	08/19/2024	107.10
FAB		45367	129052	Check	1	00385	PERMA BOUND		Yes	No	No	08/19/2024	125.37
FAB		45419	129053	Check	1	3572	RED RIVER TELEPHONE ASSN		Yes	No	No	08/19/2024	750.17
FAB		45392	129054	Check	1	1434	RENAISSANCE LEARNING, INC.		Yes	No	No	08/19/2024	8,438.88
FAB		45413	129055	Check	1	3224	SANFORD HEALTH OCCUPATION MEDI		Yes	No	No	08/19/2024	115.00
FAB		45421	129056	Check	1	3706	SAVVAS LEARNING COMPANY		Yes	No	No	08/19/2024	2,747.40
FAB		45377	129057	Check	1	01853	SCHOLASTIC INC.		Yes	No	No	08/19/2024	253.00
FAB		45417	129058	Check	1	3524	SOLUTIONS		Yes	No	No	08/19/2024	500.00
FAB		45414	129059	Check	1	3269	SOUTHERN VALLEY MECHANICAL		Yes	No	No	08/19/2024	113.92
FAB		45405	129060	Check	1	2524	ST. FRANCIS MEDICAL CENTER		Yes	No	No	08/19/2024	750.00

## Breckenridge Public School Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
FAB		45399	129061	Check	1 2131		SUMMIT FIRE PROTECTION		Yes	No	No	08/19/2024	3,993.00
FAB		45395	129062	Check	1 1850		TAG UP		Yes	No	No	08/19/2024	895.00
FAB		45404	129063	Check	1 2397		THE FORUM		Yes	No	No	08/19/2024	151.00
FAB		45423	129064	Check	1 3772		TOTAL FILTRATION SERVICE		Yes	No	No	08/19/2024	368.46
FAB		45431	129065	Check	1 3889		TOUCHDOWN CLUB FOOTBALL BOOS		Yes	No	No	08/19/2024	280.14
FAB		45384	129066	Check	1 03117		U.S. AWARDS, INC.		Yes	No	No	08/19/2024	770.75
FAB		45397	129067	Check	1 1945		WHPETON ACE HARDWARE		Yes	No	No	08/19/2024	132.20
FAB		45381	129068	Check	1 02267	remit	WASTE MANAGEMENT		Yes	No	No	08/19/2024	1,355.99
FAB		45370	129069	Check	1 00536		ZANER-BLOSER, INC		Yes	No	No	08/19/2024	4,076.05
Bank Total:												\$569,981.25	
Report Total:												\$569,981.25	



**Breckenridge Public School-Contingent Account  
Account Summary  
July 2024**

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	Jul 24
<b>Ordinary Income/Expense</b>	
<b>Expense</b>	
01005010000899000 Sch Bd Misc	30.00
01005110000366000 BO Training	32.16
04005505321319000 CE Class Fees	60.00
04005591000142202 Sum BB Coach	100.00
04005591000142285 Summer Theatr	250.00
04005591000319211 Yth Volleybal	282.56
04005591000430208 Yth Enrch Sup	32.59
R02005770701601000 Lunch Refund	814.50
<b>Total Expense</b>	1,601.81
<b>Net Ordinary Income</b>	-1,601.81
<b>Net Income</b>	-1,601.81

**Breckenridge Public School-Contingent Account  
Transaction List by Date  
July 2024**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
<b>Jul 24</b>				
07/25/2024			Deposit	1,223.15
07/25/2024	27134	Minnesota BCA	Brad Neznik	-15.00
07/25/2024	27135	Mykenzie Broadland	Volleyball Camp Summer Coach	-282.56
07/25/2024	27136	Marissa Burhans	Supplies YEP	-32.59
07/25/2024	27137	Kim Willemssen	Training Mileage	-32.16
07/25/2024	27138	Kenzie Gilles	Basketball Summer Camp Coach	-50.00
07/25/2024	27139	Noah Christensen	Basketball Camp Coach	-50.00
07/25/2024	27140	Janice Novak	CE Class	-60.00
07/29/2024	27141	Tona Sweeney	Lunch Acct. Refund	-190.80
07/29/2024	27142	Jo Bolte	Lunch Account Refund	-69.95
07/29/2024	27143	Christy Haire	Lunch Acct. Refund	-42.00
07/29/2024	27144	Amanda Haire	Lunch Acct. Refun	-157.00
07/29/2024	27145	Sara Hasbargen	Lunch Acct. Refund	-70.50
07/29/2024	27146	Hunter Biegler	Lunch Acct. Refund	-181.80
07/29/2024	27147	Lynn Grohman	Lunch Acct. Refund	-71.60
07/29/2024	27148	Jana Johanson	Lunch Acct. Refund	-30.85
07/31/2024	27149	Courtney Diestler	Choreograher Stipend Summer Th...	-250.00
07/31/2024	27150	Minnesota BCA	Background Check	-15.00
<b>Jul 24</b>				

C. Hires

1. Brad Neznik, 7-12 Special Education Teacher
2. Sadie Rowlette, FACS & 7-12 Special Education Teacher
3. Luke Olsby, 5-12 Vocal Music Instructor
4. Joy Watson, SpEd Para-Educator
5. Erica Geisen, ALC Para-Educator
6. Jaylyn LaPlante, Kindergarten Para-Educator
7. Paige Gunderson, HS Para-Educator
8. Alexia Dick, SpEd Para-Educator
9. Lance Dudden, SpEd Para-Educator
10. Bethani Drennan, HS Food Service
11. Karmen Merrick, Elm Food Service
12. Jolynn Werner-Sasse, NHS Advisor
13. Noah Brenden, Knowledge Bowl Advisor

D. Resignations

1. Susie Espinoza-Hernandez, Title 1 Para-Educator

E. Extra Curricular Contracts

**5. Communications**

- A. Tri-Valley Migrant Program
- B. Facilities Manager

# BEFORE



# AFTER



- C. Business Manager
- D. Superintendent
- E. Committee Reports

**6. Old Business**

- A. Dairy and Fuel Bids
- B. Second Reading Policy 504

23

Adopted: 08/19/2005

Breckenridge ISD 846 Policy 504

Orig. 1995

Revised: ~~05/21/2019~~ 9/18/2024

Rev. 20~~17~~23

## 504 STUDENT DRESS AND APPEARANCE

### I. PURPOSE

The purpose of this policy is to enhance the education of students by establishing expectations ~~of dress and grooming that are related to educational goals and community standards~~ that support educational goals. Students and their families have the primary and joint responsibility for student clothing and appearance. Teachers and other district staff should exemplify and reinforce student clothing and appearance standards and help students develop an understanding of appropriate appearance in the school environment.

### II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to encourage students to be dressed appropriately for school activities and in keeping with community standards. ~~This is a joint responsibility of the student and the student's parent(s) or guardian(s).~~

B. A student's clothing or appearance may not materially and substantially disrupt or interfere with the educational mission, school environment, classwork, or school activities. A student's dress or appearance may not incite or contribute to substantial disorder or invasion of the rights of others or pose a threat to the health or safety of the student or others.

~~Appropriate clothing includes, but is not limited to, the following:~~

~~1. Clothing appropriate for the weather.~~

~~2. Clothing that does not create a health or safety hazard.~~

~~3. Clothing appropriate for the activity (i.e., physical education or the classroom).~~

C. Students' rights to choose their dress and appearance for school and school-related activities will be protected provided that the clothing:

1. does not injure people or damage property;

2. does not materially and substantially disrupt or interfere with the educational process or classwork;

3. does not interfere with the requirements of discipline in the operation of the school or school activities, materially disrupt classwork;
4. does not involve substantial disorder or invasion of the rights of others.

Such clothing includes, but is not limited to, the following:

1. Clothing for the weather.
2. Clothing that does not create a health or safety hazard.
3. Clothing for the activity (i.e., physical education or the classroom).
4. Footwear that does not present a safety hazard.
5. Headwear, including hats or head coverings, are allowed provided that it does not cover the student's face to the extent that the student is not identifiable. Headgear must not interfere with the educational process. Hoodies must allow the face and ears to be visible from the front and sides and must not interfere with the line of sight to any student or staff including while the student wearing the hoodie is seated. Students may wear headgear for a medical or religious reason.
6. Hair, including but not limited to hair texture and hair styles such as braids, locks, and twists.

~~Inappropriate clothing includes, but is not limited to, the following:~~

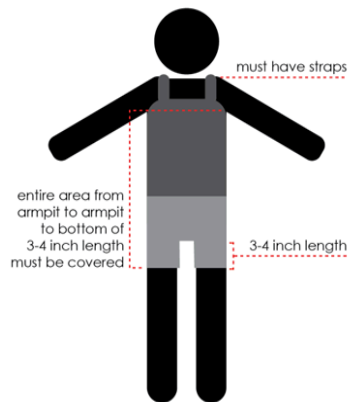
- ~~1. "Short shorts," skimpy tank tops, tops that expose the midriff, and other clothing that is not in keeping with community standards.~~
- ~~2. Clothing bearing a message that is lewd, vulgar, or obscene.~~
- ~~3. Apparel promoting products or activities that are illegal for use by minors.~~
- ~~4. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in Breckenridge ISD 846 Policy 413.~~
- ~~5. Any apparel or footwear that would damage school property.~~

C. Student clothing may not include the following:

1. Option 1: Students may not wear inappropriate clothing.

Option 2: Extremely brief garments and see-through garments may not be worn.

Option 3: Clothing must cover areas from one armpit across to the other armpit, down to approximately 3 to 4 inches in length on the upper thighs (see image).



2. Clothing (including emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry) bearing a message that is lewd, vulgar, obscene, libelous, or denigrates, harasses, discriminates against others on the basis of protected class status under the Minnesota Human Rights Act, or violates school district policies prohibiting discrimination, violence, harassment, or other harmful activities.
3. Apparel promoting products or activities that are illegal for use by minors.
4. Communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in Policy 413.

~~D. Headgear, including hats or head coverings, are not allowed in the building except with the approval of the building principal (i.e., student undergoing~~

~~chemotherapy, medical situations, student religious practice or belief).~~

- ~~DE.~~ The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing **clothing apparel** on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, **libelous; do not denigrate, harass, or discriminate** against others on the basis of protected class status under the Minnesota Human Rights Act; or do not violate school district policies prohibiting discrimination, bullying, violence, harassment, or other harmful activities. ~~defamatory, profane, or do not advocate violence or harassment against others.~~
- ~~F.~~ ~~“Gang,” as defined in this policy, means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. “Pattern of gang activity” means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.~~

### **III. PROCEDURES**

- A. Enforcement of a student dress code will be approached with careful consideration and sensitivity, with the goals of supporting students as they express themselves and pursue their full potential, of not shaming students, and of minimalizing loss of instructional time. When possible, dress code matters should be addressed privately with students, should seek to determine whether factors exist that impact the student’s ability to comply with the dress code, and should seek to address such issues.
- B. When, in the reasonable judgment of the administration, (1) a student’s clothing or appearance may materially and substantially disrupt or interfere with the educational mission, school environment, classwork, or school activities; (2) may incite or contribute to substantial disorder or invasion of the rights of others; or (3) pose a threat to the health or safety of the student or others, the student will be directed to make modifications. Parents or guardians will be notified. Other consequences may be enforced in line with Policy 506 (Student Discipline).
- C. The administration may recommend a form of clothing considered appropriate for a specific event and communicate the recommendation to students and parents or guardians. A school district or charter school must not prohibit an American Indian student from wearing American Indian regalia, Tribal regalia, or objects of cultural significance at a graduation ceremony.

- ~~A. When, in the judgment of the administration, a student's appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the student will be directed to make modifications or will be sent home for the day. Parents/guardians will be notified.~~
- ~~B. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parents/guardians.~~
- DE. Likewise, an organized student group may recommend a form of **clothing dress** for students considered appropriate for a specific event and **bring make** such recommendation to the administration for approval.

**Legal References:** U. S. Const., amend. I  
Minn. Stat. § 124D.792 (Graduation Ceremonies; Tribal Regalia and Objects of Cultural Significance)  
Minn. Stat. § 363A.03, Subd. 36a (Definitions)  
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503, ~~89 S.Ct. 733, 21 L.Ed.2d 731~~ (1969)  
B.W.A. v. Farmington R-7 Sch. Dist., 554 F.3d 734 (8<sup>th</sup> Cir. 2009)  
Lowry v. Watson Chapel Sch. Dist., 540 F.3d 752 (8<sup>th</sup> Cir. 2008)  
Stephenson v. Davenport Cmty. Sch. Dist., 110 F.3d 1303 (8<sup>th</sup> Cir. 1997)  
B.H. ex rel. Hawk v. Easton Area School Dist., 725 F.3d 293 (3<sup>rd</sup> Cir. 2013)  
D.B. ex rel. Brogdon v. Lafon, 217 Fed.Appx. 518 (6<sup>th</sup> Cir. 2007)  
Hardwick v. Heyward, 711 F.3d 426 (4<sup>th</sup> Cir. 2013)  
Madrid v. Anthony, 510 F.Supp.2d 425 (S.D. Tex. 2007)  
McIntire v. Bethel School, Indep. Sch. Dist. No. 3, 804 F.Supp. 1415 (W.D. Okla. 1992)  
Hicks v. Halifax County Bd. of Educ., 93 F.Supp.2d 649 (E.D. N.C. 1999)  
Olesen v. Bd. of Educ. of Sch. Dist. No. 228, 676 F.Supp. 820 (N.D. Ill. 1987)

**Cross References:** Policy 413 (Harassment and Violence)  
Policy 506 (Student Discipline)  
Policy 525 (Violence Prevention)

**7. New Business**

A. Resolution Accepting Donations

B. Bread Contract

C. Contracted Services

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# AGREEMENT

## PREAMBLE

Whereas, The Morris Leatherman Company, (hereinafter referred to as MLC) offers its services to organizations in the public and private sectors for the purpose of conducting market research by telephone survey to ascertain such information as may be requested by its clients, and

Whereas, the Breckenridge Public Schools (hereinafter referred to as CLIENT) wishes to employ MLC (as an independent contractor) for the above stated purpose, MLC and CLIENT agree to the following terms, conditions, and fees governing such employment.

## SERVICE

- (A.) MLC shall conduct a telephone survey, the sample size of which shall be 300 completed interviews with Breckenridge Public Schools residents. Databases used for the survey will provide demographic targets for the sample. Dr. Don Lifo will be the project's lead person.
- (B.) MLC will submit the questionnaire for the survey to CLIENT for its approval prior to the commencement of interviews. The specific details of the survey as to timing, questionnaire content, and population sample to be surveyed (except as otherwise specified in paragraph A) shall be mutually agreed upon by the parties as circumstances may require. In the event the parties fail to agree, CLIENT shall have the final authority to determine the subject matter content of the survey, while MLC shall have final authority to determine the specific wording of questions on the questionnaire and the specific individuals within the given population to be sampled. MLC shall not be obligated to ask questions of persons interviewed in addition to those questions included on the approved questionnaire or to provide data or interpretations with respect to topics or issues not covered by the questionnaire. MLC will proceed with a survey only after it receives notice of CLIENT's approval of the questionnaire.
- (C.) The survey shall be commenced as soon as is practicable following:

- (1) Approval of the questionnaire by CLIENT, and
  - (2) Down payment of 50% of the total survey cost.
- (D.) The remaining 50% of fees will be due upon MLC furnishing to CLIENT a written report of the survey results including interpretations which may be reasonably drawn there from. At that time, CLIENT, in consultation with MLC, will schedule meetings for the presentation and discussion of these results. Further time commitments of MLC personnel deemed needed by CLIENT shall be billed upon a mutually agreed-to hourly basis prior to their execution.

### FEES

- (A.) CLIENT shall remit to MLC fees in the amounts, at the times, and in the manner specified hereunder: The fee shall be \$23,900 for a 35-item questionnaire, two of which questions may be open-ended. The specified fee provides for one trip by Dr. Lifo to Breckenridge to present results. Mileage for that trip will be billed separately.
- (B.) All fees due under this agreement shall be payable by ordinary check.

### PROPRIETARY RIGHTS AND DISCLOSURE

The written report required under Section II (D.) shall become the sole property of CLIENT after payment to MLC of the TOTAL AMOUNT required in Section III. The survey questionnaires and replies and all related data, materials, and information shall remain the property of MLC. MLC agrees not to divulge or use for any purpose, including but not limited to advertising and public relations, the information obtained in the survey without the written consent of CLIENT; provided, however, if the data or results of the survey are directly or indirectly made public by CLIENT or anyone else, MLC may make public the following information: the population from which the sample was taken, the method of obtaining the interviews, including the size and design of the sample, and the basis of the data if the sample is less than the total sample, the dates and times when the interviews were conducted, the exact wording of questions asked and the client's name. CLIENT agrees that if it or anyone else acting on its behalf wishes to release in whole or in part to the public by press release, speech, or otherwise, the data or results of the

survey or contents of the written report, that CLIENT or such other person will first notify MLC in writing, and that there will be also stated in the release, speech, or otherwise, that the survey was done by THE MORRIS LEATHERMAN COMPANY, OF MINNEAPOLIS, MINNESOTA. CLIENT further understands and agrees that the names and addresses of interviewers used by MLC and the names and/or addresses of persons sampled are confidential and will not be made available to CLIENT.

### **EXCLUSION OF WARRANTIES**

MLC agrees to utilize its best efforts to ensure the accuracy of any survey by it pursuant to this Agreement. However, it is specifically understood and agreed that nothing in this Agreement, or any survey or written report furnished under Section II (D.), shall be considered as either a prediction or guarantee of the results of any election or the outcome of any event, and any representations or warranties, express or implied, to that effect are hereby excluded. In addition, TMLC shall not be responsible or liable for any failure by it to conduct any survey or render any written report if such failure results from labor disturbances, fires, floods, wars, riots, civil disturbances, and other events beyond the control of MLC.

### **MODIFICATIONS**

Modifications of this Agreement shall not be enforceable unless in writing and signed by the party to be charged. Neither parties' waiver of any rights due him/her under this Agreement shall have the effect of waiving other or subsequent rights due hereunder.

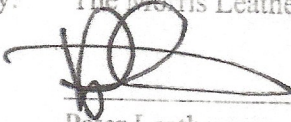
### **MISCELLANEOUS**

- (A.) This Agreement merges and supersedes all other agreements, verbal and written, between the parties and represents all agreements between them and binds their administrators, heirs, successors, and assignees.
- (B.) Any provision of this Agreement which may be held unenforceable shall be severable and the balance of the Agreement enforced.

- (C.) CLIENT agrees that it shall comply with all laws respecting disclosure of this Agreement.
- (D.) MLC agrees that it shall comply with all laws in connection with its performance under this Agreement.
- (E.) This agreement may be subject to amendment based upon the mutual consent of both parties.
- (F.) MLC shall indemnify and hold harmless the CLIENT and its agents and employees from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising directly or indirectly out of this project.

In witness whereof, the parties affix their signature on the 8<sup>th</sup> of Aug, 2024.

By: The Morris Leatherman Company



Peter Leatherman  
Managing Partner

By: Breckenridge Public Schools



Name: Kristie Sullivan

Title: Superintendent

 **AIA**® Document B132™ – 2019

**Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition**

**AGREEMENT** made as of the First day of August in the year Two Thousand Twenty-four  
*(In words, indicate day, month, and year.)*

**BETWEEN** the Architect’s client identified as the Owner:  
*(Name, legal status, address, and other information)*

Breckenridge Public School District  
810 Beede Ave  
Breckenridge, MN 56520

and the Architect:  
*(Name, legal status, address, and other information)*

Zerr Berg Architects, Inc.  
510 4th Ave N  
Fargo, North Dakota 58102-4821

for the following Project:  
*(Name, location, and detailed description)*

Breckenridge School Master Planning  
Breckenridge, MN

Project No. 24-031

The Construction Manager:  
*(Name, legal status, address, and other information)*

To be determined

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
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- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
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- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
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- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Master Planning of existing structures will determine if outcome of project will be additions, renovations, etc.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

Breckenridge Public Schools consists of the Middle/High School at 710 13<sup>th</sup> St N, Breckenridge, MN and Elementary School at 810 Beede Ave, Breckenridge, MN.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

To be determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Init.

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User Notes:

(3B9ADA3E)

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement method for the Project:

*(Identify method such as competitive bid or negotiated contract.)*

Competitive bid

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

*(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)*

Multiple bid packages

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

None

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

*(List name, address, and other contact information.)*

Brett Johnson, Board Chair

810 Beede Ave

Breckenridge, MN 56520

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

§ 1.1.10 The Owner shall retain the following consultants and Contractors:

Init.

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User Notes:

(3B9ADA3E)

*(List name, legal status, address, and other contact information.)*

**.1 Construction Manager:**

*(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)*

To be determined

**.2 Land Surveyor:**

To be determined

**.3 Geotechnical Engineer:**

To be determined

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*(Paragraphs Deleted)*

**§ 1.1.11** The Architect identifies the following representative in accordance with Section 2.4:

*(List name, address, and other contact information.)*

Brian C. Berg, AIA, LEED AP  
Zerr Berg Architects, Inc.  
510 4th Ave N  
Fargo, North Dakota 58102-4821

**§ 1.1.12** The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

*(List name, legal status, address, and other contact information.)*

**§ 1.1.12.1** Consultants retained under Basic Services:

**.1 Structural Engineer:**

Heyer Engineering, Inc.  
4180 24<sup>th</sup> Ave S  
Fargo, ND 58104

**.2 Civil, Mechanical, & Electrical Engineer:**

Obermiller Engineering, LLC dba CMTA  
2201 12<sup>th</sup> St N, Suite E  
Fargo, ND 58102

Init.

(Paragraph Deleted)

**§ 1.1.12.2** Consultants retained under Supplemental Services:

Food Service Consultant and Acoustical Consultant, if needed, will be billed at direct cost.

**§ 1.1.13** Other Initial Information on which the Agreement is based:

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**§ 1.4** The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

Init.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00 ) for each occurrence and three million dollars (\$ 3,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. \$30,000 ND / \$40,000 MN person injury protection.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than one million dollars (\$1,000,000.00).

§ 2.6.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000.00 ) each accident, one million dollars (\$ 1,000,000.00 ) E.L. disease - each employee, and one million dollars (\$ 1,000,000.00 ) E.L. disease - policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000.00 ) per claim and five million dollars (\$ 5,000,000.00 ) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible

for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

**§ 3.1.5** The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

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**§ 3.1.6** The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.7** The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### **§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is

consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

**§ 3.2.7** Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

**§ 3.2.8** In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

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### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.3.2** Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

**§ 3.3.3** Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that

describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing Contracts for Construction.

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#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and
- .4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective Contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective Contractors;
- .3 preparing responses to questions from prospective Contractors and providing clarifications and interpretations of the Proposal Documents to the prospective Contractors in the form of addenda; and
- .4 participating in negotiations with prospective Contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those

modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

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**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

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- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

**§ 3.6.3.2** The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.3** The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

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**§ 3.6.3.4** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

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§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the

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Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.  
*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner or Not Provided)</i>
§ 4.1.1.1 Assistance with selection of Construction Manager	Not Provided
§ 4.1.1.2 Programming	Architect, included in basic services
§ 4.1.1.3 Multiple preliminary designs	Architect, included in basic services
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Architect, included in basic services
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect, included in basic services
§ 4.1.1.10 Landscape design	Architect, included in basic services
§ 4.1.1.11 Architectural interior design	Architect, included in basic services
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Construction Manager
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	Not Provided
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.22 Telecommunications/data design	Not Provided
§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Not Provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided

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**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

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*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### **§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
  - .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
  - .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
  - .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
  - .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
  - .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
  - .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
  - .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
  - .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
  - .10 Evaluation of the qualifications of entities providing bids or proposals;
  - .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- or

**.12 Assistance to the Initial Decision Maker, if other than the Architect.**

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;
- .2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 As needed visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) inspections for any portion of the Work to determine final completion

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within forty-eight ( 48 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

**§ 5.2** The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

**§ 5.3** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3.1** The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

**§ 5.4** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.5** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.6** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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**§ 5.7** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.8** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

**§ 5.9** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.10** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.11** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.12** The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.13** The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under

Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. 50

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

#### ARTICLE 8 CLAIMS AND DISPUTES

##### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such

rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect shall indemnify and hold the Owner and the Owner’s officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect’s obligation to indemnify and hold the Owner and the Owner’s officers and employees harmless does not include a duty to defend. The Architect’s duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

**§ 8.1.4** The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

**§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

*(Paragraphs Deleted)*

Init.

**ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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§ 9.5 The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect for the Owner’s convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect’s termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect’s Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this

Init.

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User Notes:

(3B9ADA3E)

Agreement, the term “Work” shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement, and including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

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§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as “confidential” or “business proprietary,” the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days’ notice to the other party, when required by law, arbitrator’s order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
*(Insert amount)*

.2 Percentage Basis  
(Insert percentage value)

( ) % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
(Describe the method of compensation)

Pre-referendum services lump sum \$25,000. 7.5% of construction cost for architectural projects going forward. The pre-referendum fee will get credited back towards Schematic Design when the project moves forward.

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Paragraph Deleted)

Hourly per attached rate sheet or as mutually agreed by both parties.

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly per attached rate sheet or as mutually agreed by both parties.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as follows:

(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

Hourly per attached rate sheet or as mutually agreed by both parties.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (	15	%)
Design Development Phase	twenty	percent (	20	%)
Construction Documents Phase	forty	percent (	40	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	twenty	percent (	20	%)
 Total Basic Compensation	 one hundred	 percent (	 100	 %)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached rate sheet

Employee or Category	Rate (\$0.00)
----------------------	---------------

### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs Deleted)

1. Permitting and other fees required by authorities having jurisdiction over the Project;
2. Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective;
3. Printing, postage, handling, and delivery of specifications and drawings;
4. Marketing boards \$80/board or direct cost;
5. Electronic documentation services will be provided by the Construction Manager

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(Paragraphs Deleted)

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

### § 11.9 Architect's Insurance

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

### § 11.10 Payments to the Architect

#### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero dollars ( \$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ( \$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

#### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

Init.

*(Insert rate of monthly or annual interest agreed upon.)*

12 % twelve percent

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

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§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

.2  
*(Paragraph Deleted)*

*(Paragraphs Deleted)*

*(Paragraph Deleted)*

Hourly Fee Rate Schedule

This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
Brett Johnson, Board Chair  
*(Printed name and title)*

\_\_\_\_\_  
**ARCHITECT** *(Signature)*

\_\_\_\_\_  
Brian C. Berg, AIA, LEED AP, Principal Architect  
*(Printed name, title, and license number, if applicable)*



# Breckenridge Elementary School Student Handbook 2024-25



(Approved by ISD #846 School Board on Aug. 21, 2024)

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**Breckenridge School Policy Statements and Annual Public Notices**

The following school policy statements and notices can be found online at <https://sites.google.com/isd846.org/breckenridge-public-school/home> or are available in print at the district office.

- Policy 102 Equal Educational Opportunity
- Policy 413 Harassment and Violence
- Policy 419 Tobacco Free Environment
- Policy 501 School Weapons
- Policy 503 Student Attendance
- Policy 506 Student Discipline
- Policy 514 Bullying Prohibition Policy
- Policy 515 Protection and Privacy of Pupil Records
- Policy 516 Student Medication
- Policy 520 Student Surveys
- Policy 521 Student Disability Nondiscrimination
- Policy 522 Student Sex Nondiscrimination
- Policy 524 Internet Acceptable Use and Safety
- Policy 525 Violence Prevention
- Policy 526 Hazing Prohibition
- Policy 534 Unpaid Meal Charges
- Asbestos Notification
- Notice Concerning Use of Pesticides

# WELCOME TO THE BRECKENRIDGE SCHOOL DISTRICT

Dear Parent/Guardian,

Welcome to the 2024-25 school year! This is your copy of the Breckenridge Elementary School Handbook. It contains information, rules and regulations for grades preschool through sixth grade. The handbook is the official policy/procedure book for the elementary school.

Communication between the teacher and the parent/guardian is important to help bridge the gap between home and school. The school will attempt to provide you with as much information as reasonably possible concerning your child in the learning environment. All of us are linked together for learning. Cooperation is a key for success.

The Breckenridge Elementary School staff and administration are ready to team up with you in every way to ensure that your children have successful experiences in the school/learning environment. No question or concern is insignificant to us. Do not hesitate to contact us. It is our desire to build the best positive environment for your child(ren). We rely on and are most appreciative of your help in this effort.

Sincerely,  
Mrs. Erickson  
Elementary Principal

**THIS HANDBOOK IS SUBJECT TO AND MAY CHANGE AT ANY TIME DURING THE SCHOOL YEAR. EVERY ATTEMPT WILL BE MADE TO COMMUNICATE THESE CHANGES TO THE AFFECTED INDIVIDUALS. BRECKENRIDGE PUBLIC SCHOOL DISTRICT DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX OR DISABILITY. THE ELEMENTARY SECTION 504 COORDINATOR IS Noah Brenden and can be reached at 218-643-2694 or [brendenn@isd846.org](mailto:brendenn@isd846.org)**

The latest version of this handbook, including any changes made during the school year is available at our web site <https://bes.isd846.org/en-US/student-handbook-11ba50c7>



## **PREFACE**

The purpose of this handbook is to acquaint students and parents/guardians with our elementary school.

Our goal is to provide a quality education for all students. It is necessary that all involved (parent/guardian, staff and students) have a cooperative attitude and show willingness to work together.

Parents/Guardians are invited to visit classes and are encouraged to meet with teachers or the administration for information and/or help.

\*\*\*\*\*

### **BRECKENRIDGE SCHOOLS VISION STATEMENT:**

Breckenridge Pride...Inspiring to Excel!

### **BRECKENRIDGE SCHOOLS MISSION STATEMENT:**

We are devoted to providing personalized learning through challenging, relevant, and dynamic experiences in a safe environment where mutual respect is fostered and innovative builders of the future are developed.

## **PART I – GENERAL INFORMATION**

### **Arrival and Dismissal Hours**

School building hours are *8:00 a.m. - 3:15 p.m. on Mondays, Tuesdays, Thursdays and Fridays when school is in session. Due to our Professional Learning (PLCs) Late Starts on Wednesdays, the building will open to students from 9:00 - 3:15 p.m.*

Students that are dropped off early will be supervised from 7:45 a.m. - 8:00 in the south gym hallway. Students should not be dropped off before 7:45 a.m. as there will not be any supervision of students prior to 7:45 a.m. Buses will drop students off on the west side of the school. Students should enter the main door of the building, Door #2, and report to the following locations as described below. On PLC Wednesdays, students should not report before 9:00 a.m. unless they are enrolled in the childcare program with Dee Nelson for Wednesday mornings.

Kindergarten students will go to the gymnasium to be supervised there by school staff. They will be picked up by their teacher at 8:20/9:20(Wed.) to go to their classrooms to drop off their backpacks before heading to the cafeteria for breakfast around 8:45/9:45 a.m.

Students in grades 5 and 6 are to report either to the upstairs breakfast cart or to the cafeteria for a hot breakfast. Cold breakfast options will be available in the hallway while they wait to be dismissed to their classrooms at 8:20/9:20 a.m. Students in grades 1-4 are to go to the cafeteria for breakfast. They will be picked up by their classroom teacher at 8:20/9:20 a.m.

Students are dismissed at 3:15 p.m. Students picked up by parents should do so out door #2.

### **Breakfast Program**

Breakfast is served every day to students in grades K-6. There is no cost for breakfast. Students will not be offered breakfast on 2 hour late start days. They will be served breakfast on PLC Wednesdays.

### **Calendar**

The school calendar is adopted annually by the school board. A copy of the school calendar can be found on the school district's website at <https://isd846.org/>

### **Employment Background Checks [\*]**

The school district will seek criminal history background checks for all applicants who receive an offer of employment with the school district. The school district also will seek criminal history background checks for all individuals, except enrolled student volunteers, who are offered

the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether compensation is paid. These positions include, but are not limited to, all athletic coaches, extracurricular academic coaches, assistants, and advisors. The school district may elect to seek criminal history background checks for other volunteers, independent contractors, and student employees.

## **Fees [\*]**

Public Education in Minnesota is free to all students who are residents, however, fees may be charged to the student under the following circumstances:

- Students will be charged for textbooks, workbooks, library books, school equipment, including technology items that are lost or destroyed.
- Band/Instrument rental fees.
- Attendance or participation in optional extracurricular activities and programs.
- Destruction or defacing of school property.

The school district may waive a required fee or deposit if the student and parent/guardian are unable to pay. For more information, contact Corinna Erickson, Elementary Principal.

Students are required to furnish their own paper, pens, pencils, notebooks, graph paper, calculators, gym clothes, athletic shoes and other items of personal equipment. Be sure to get these and other recommended items from the school supply list that can be found at various locations including the school website and school office. These procedures are in accordance with and governed by the Minnesota Public School Fee Law, MSA 120.71-120.76.

Textbooks are supplied to all students. Textbooks will be collected when work in them has been completed and/or at the end of the school year. Although reasonable wear is expected, a fine will be assessed for abuse or misuse of textbooks, workbooks, and library books, i.e. writing in the book, torn pages, or other permanent damage.

## **Food in the Classrooms**

Due to Minnesota Department of Health regulations, **treats prepared in individual homes are not allowed.** Only store bought treats should be brought in for times such as birthday treats. (We encourage families to think about finding treats other than food to bring in and share.)

A daily afternoon snack is provided for a small fee for students in grades K-2. Angel funds can help assist with this fee, if needed. Please contact the principal, Corinna Erickson, if you need assistance.

## Fun Club

School age child care is available for preschool through sixth grade students from Breckenridge Elementary and St. Mary's. The hours are from 3:15 p.m. - 6:00 p.m. It is also available on early dismissal days and in-service days. A healthy snack is provided. Field trips and a variety of other activities are regularly planned, including lots of outdoor play. The fee is \$3.50 per hour. Please contact Dee Nelson at 218-641-4010 for more information.

## Fundraising

All fundraising activities conducted by student groups and organizations and/or parent groups must be approved in advance by the elementary principal and school board. Participation in non approved fundraising activities is a violation of school district policy. Solicitations of students or employees by students for nonschool-related activities will not be allowed during the school day.

## Homelessness

Families that are experiencing homelessness should contact the school. Assistance may be available through Title I and other resources. A confidential questionnaire/form should be completed for each student to determine eligibility for services through the Title I Homeless Program. This form will be completed by all newly enrolled students and/or families experiencing a change of address due to homelessness. This form can be found online at: <https://isd846.org/>. Please contact Mrs. Erickson for more information.

## Lunch



Our school provides healthy meals each day. School breakfast and lunches are free for all students this year, ***BUT...We still need you to complete the Free/Reduced lunch form for your family.*** This is very important as other funding from the state/federal government and grants depend on the number of families that are eligible under those guidelines. Contact either office for details on the lunch application or to pick up a copy of the form.

Each student is assigned an identification number that is used in the lunch line. Lunch money for seconds, after-school snacks, classroom snacks, and extra milk will be kept in individual student accounts. Free milk, paid for through a special state funded program, is served in the Kindergarten classroom for snack time.

### Breckenridge Elementary Lunchroom Expectations

See NEW **R.I.S.E.** expectations grid on page 32.

## **Nondiscrimination - Title IX [\*]**

The school district is committed to inclusive education and providing an equal educational opportunity for all students. The school district does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, or age in its programs and activities. The school board has designated Kristie Sullivan, Superintendent, as the district's human rights officer to handle inquiries regarding nondiscrimination.

## **Notice of Violent Behavior by Students [\*\*]**

The school district will give notice to teachers and other appropriate school district staff before students with a history of violent behavior are placed in their classrooms. Prior to giving this notice, district officials will inform the student's parent or guardian that the notice will be given. The student's parents/guardians have the right to review and challenge their child's records, including the data documenting the history of violent behavior.

## **Parent and Teacher Conferences**



Conference days have been scheduled for both spring and fall for elementary school students. Check the school calendar for these dates. Elementary conferences are scheduled via Synergy/ParentVue. Parents will receive notification when the sign-up becomes available. All parents/guardians are asked to attend. At this time, the teacher and parents/guardians discuss the pupil's social, emotional, and academic progress in school. Parent's/guardian's interest and their relationship with the school is important to a pupil's success. It should be stressed here that parents/guardians are welcome to meet with teachers at any time. A call or an email to the classroom teacher is all that is necessary to arrange a time that is convenient to both the parent/guardian and the teacher.

## **Parent Volunteers & Visitors**

Academic related activities and events may allow for parents to volunteer and visit classrooms depending on the situation. We anticipate allowance of parents/guests on occasions such as chaperoning field trips and as guest speakers. Parents/Guardians attending field trips as chaperones are required to complete a background check. This can be completed in the District office. When entering the building, all guests and visitors should enter through door #2 to check in at the elementary office.

## ParentVue

It is important that we have current contact information for all parents/guardians/students. Please review student and family information on ParentVue on the school website at <https://isd846.org/> and update information as needed. If you do not have electronic access please contact the elementary school office and we will assist you.



Please check your ParentVue account often. If you would rather receive these notifications by mail please make your request at the elementary school office. If you are not receiving this alert please update your email address in ParentVue.

Login to ParentVue and StudentVue to get information regarding:

- CALENDAR for homework and missing assignments
- ATTENDANCE
- CLASS SCHEDULE
- DISCIPLINE including incident details
- REPORT CARD for current evaluation results
- HEALTH information and immunization records
- SCHOOL INFORMATION for staff email addresses
- STUDENT INFORMATION

## Pledge of Allegiance [\*]

Students will recite the Pledge of Allegiance to the flag of the United States of America a minimum of once a week. Any person who does not wish to participate in reciting the Pledge of Allegiance for any personal reason may elect not to do so. Students must respect another person's right to make that choice. Students will also receive instruction in the proper etiquette toward, correct display of, and respect for the flag.

## School Closing Procedures



School may be canceled when the superintendent believes the safety of students and employees is threatened by severe weather or other circumstances. The superintendent will make a decision about closing school or school buildings as early as possible. The School Messenger System will be used to notify parents of a change in the regularly scheduled school day. Weather related school closings or delays are announced over KBMW radio & TV, KVLV11, WDAY6, KVRR15, KXJB4 and Facebook.

In the event school closes early and buses are not able to run, rural students will be transported to their STORM HOMES. All rural students must have a storm home in Breckenridge or

Wahpeton. Parents are reminded to be responsible for having students dressed for the conditions existing during the winter months.

Flexible Learning Days - The school district will utilize Flexible Learning Days when school is canceled. By law, we are allowed to use up to 5 Flexible Learning Days per school year. Watch for updates and expectations from classroom teachers on those days.

## **Searches**

In the interest of student safety and to ensure that schools are drug free, district authorities may conduct searches. Students violate school policy when they carry contraband on their person or in their personal possessions or store contraband in desks, lockers, or vehicles parked on school property. “Contraband” means any unauthorized item, the possession of which is prohibited by school district policy and/or law. If a search yields contraband, school officials will seize the item(s) and, when appropriate, give the item(s) to legal officials for ultimate disposition. Students found to be in violation of this policy are subject to discipline in accordance with the school district’s “Student Discipline” policy, which may include suspension, exclusion, expulsion, and, when appropriate, the student may be referred to legal officials.

### **Lockers and Personal Possessions Within a Locker [\*]**

According to state law, school lockers are the property of the school district. At no time does the school district relinquish its exclusive control of lockers provided for the convenience of students. Inspection of the interior of lockers may be conducted by school officials for any reason at any time, without notice, without student consent, and without a search warrant.

Students’ personal possessions within a school locker may be searched only when school officials have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student’s personal possessions, the school officials will provide notice of the search to students whose lockers were searched, unless disclosure would impede an ongoing investigation by police or school officials.

### **Desks**

School desks are the property of the school district. At no time does the school relinquish its exclusive control of desks provided for the convenience of students. Inspection of the interior of desks may be conducted by school officials for any reason at any time, without notice, without student consent, and without a search warrant.

### **Personal Possessions and Student’s Person**

The personal possessions of a student and/or a student’s person may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law or school rules. The search will be reasonable in its scope and intrusiveness.

## **Student Directory Information, Pictures, Videos & Art/Work - Policy 515**

The Breckenridge School District may release student directory information for various purposes.

Public disclosure of student directory information may occur in many ways, such as:

- School yearbooks (including photos)
- Team rosters and class lists
- Graduation, theater, athletic and music programs
- Video performances, school activities and athletic events
- Articles about school activities and athletic events
- School honor roll, scholarships and other awards
- Releases to media

Publishing of Pictures, Videos & Student Art/Work in Schools:

Photographs of students and school activities may appear in various district materials, including the district's website (<https://isd846.org/>), social media sites, newsletters, yearbooks, brochures, etc. Student work may also be publicized.

Student directory information may include, but is not limited to:

- Student name and address
- Major field of study
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- Honors, awards, & degrees received
- School & grade level
- Previous educational agencies or institutions attended by the student
- Photographs, videos and other similar information

Parents/guardians have a right to opt out of the inclusion of information about the student as directory information, photo/image, and student work. If you wish to opt out, you must fill out and return an "Opt Out" form to the school no later than September 30 or ten days following the student's enrollment in the district. This election is good for the current school year only. A new form must be filled out annually. Forms may be obtained at the school offices.

If an opt out form is NOT received by the school, we assume that you have granted permission for your child to be included in Student Directory Information & Student Pictures, Videos & Student Art/Work.

Student records are classified as public, private, or confidential. State and federal laws protect student records from unauthorized inspection or use and provide parents/guardians with certain rights. A complete copy of the school district's Protection and Privacy of Pupil Records Policy 515 may be obtained at the district office.

The school has on file every student's grades, attendance and standardized test scores. If they have attended several schools, these records have followed them to this school and are on file here.

The student and/or parent or guardian may see the contents of these records by making an appointment with the principal. Students and parents are permitted to look at the student's records. The student's parent or guardian may place any statements or items in the records if they wish to, if it pertains to the student's schoolwork.

You may also request that items be removed from the file. In the event that the student or parent or guardian makes such a request, the person in charge of the record may or may not grant the request. In the event that the request is denied, you may appeal the decision to the next highest school official, and ultimately the school board. A student's records, or any part thereof, cannot be transferred in writing, or orally to any other place, without the written consent of the student and his/her parent or guardian, with the exception of another public school in this state, in which the student has already enrolled after transferring from this school.

This means that this school will not and cannot by law, without first receiving written consent from the student and his/her parent or guardian:

- Send a transcript of the student's school record to a prospective vocational school or university.
- Give information from the student's school record to a prospective employer.

Written consent can be given by using a form available in the office, or by writing a letter to that office requesting a student's records be released. All students' records will be treated in accordance with the provisions of Public Law 93-380, passed by Congress in 1974, and chapter 4798 of the 1974 Session Laws of the State of Minnesota, as amended in 1975.

## **Student Publications and Materials**



The policy of the school district is to protect students' free speech rights while, at the same time, preserving the district's obligation to provide a learning environment that is free of disruption. All school publications are under the supervision of the building principal and/or sponsor. Non School-sponsored publications may not be distributed without prior approval of the school principal or designated authority.

## **Student Surveys [\*]**

Occasionally, the school district utilizes surveys to obtain student opinions and information. Student surveys may be conducted as determined necessary by the school district. A complete copy of the school district's Student Surveys Policy 520 may be obtained at the district office.

## **Valuables**

Each year the school receives reports that someone lost valuables from a locker or elsewhere. It is the student's responsibility to see that no valuables are left unattended. If it is necessary to bring something to school that is valuable, check it with the teacher or school office. Lockers or cubbies are assigned to students by the school to store their books and apparel during the school day. Breckenridge Public School is not responsible for the damage, loss, or theft of student valuables. School officials may inspect lockers, without the student's permission, when there is reasonable cause for such an inspection.

## **Video and Audio Recording**

The school district buildings and grounds may be equipped with video cameras. Video surveillance may occur in any school district building or on any school district property.

## **PART II — ACADEMICS**

District 846 curriculum meets state guidelines, recommendations, and mandates. Language Arts and Communications, Math, Science, Social Studies and other special programs are taught. In addition to these, the district has specialist services in the following areas:

Library Media - Elementary students receive instruction in library/resources/media one period per week. Materials borrowed from the resource/media center should be treated with care.

Music - Students K-6 have music classes every day of week. Students in grades 5-6<sup>th</sup> have the opportunity to participate in band and/or choir.

Physical Education - A well-rounded program emphasizing physical fitness will be carried out. K-6th grade students will have physical education class 5 times each week.

Special Services - A number of special services are available to all students of Breckenridge School. These services are provided to students if the need exists. Referrals are encouraged from teachers, parents, and students themselves.

The following services are available: Consulting Psychologist, Multilingual Learner Instructor, Guidance and Counseling, Special Education Services, and Title I.

Extended School Year – Breckenridge School offers an Extended School Year (ESY) for all students who have current IEPs. They may take ESY for one or more of the following reasons:

1. There will be significant regression of a skill or acquired knowledge from the pupil's level of performance on an annual goal that requires more than the length of the break in instruction to recoup, unless the IEP team determines a shorter time for recoupment is more appropriate.

2. Services are necessary for the pupil to attain and maintain self-sufficiency because of the critical nature of the skill addressed by an annual goal, the pupil's age and level of development and the timeliness for teaching the skill; or

3. The IEP team otherwise determines, given the pupil's unique needs, that ESY services are necessary to ensure the pupil receives a free and appropriate public education.

Psychological Service - A certified school psychologist from Fergus Falls Special Education Cooperative is contracted to assist teachers and administration in the diagnosis of learning or other special circumstances.

Special Education – Our elementary school has a comprehensive special education program designed to meet the needs of exceptional children. Students are identified to receive services after being referred to the Teacher Assistance Team by staff, parents/guardians or public agencies. If you feel your student may have special needs, please speak to your classroom teacher.

Speech/Language Support - The services of an Educational Speech/language Pathologist are available to all students, preschool through high school, in public and parochial schools. Students are served in these programs who meet Minnesota guidelines for having a speech or language impairment (i.e. articulation, oral or receptive language, voice, dysfluency, written language, and so on). Students may be referred by parents/guardians and/or classroom teachers. Routine screening also helps identify students who may benefit from this instruction. Parents/guardians need to give their permission before a student is evaluated or placed in the speech/language program.

Supplemental Programs (Title I)- Title I is a federally funded supplemental program in language arts and math. Qualified students receive small group and/or individual instruction in selected skill areas. Focus is placed on assessment, diagnosis and remediation.

## **Assessments and Evaluations**

A comprehensive student evaluation and assessment program is carried out in the elementary school. Student progress is monitored through a wide variety of measures including but not limited to teacher observation, daily work results, demonstrations by the student(s), unit tests, standardized tests and teacher designed evaluation instruments. In the area of reading, FAST and benchmark assessments are given 3 times a year to all K-6<sup>th</sup> grade students. AVMR math assessments are completed 3 times a year to determine math needs. STAR reading and math assessments are also given several times a year to elementary school students. This data is used to provide tiered services for the Response to Intervention (RtI) program. Also, the state requires the MN Comprehensive Assessment test (MCAs) in 3<sup>rd</sup> through 6<sup>th</sup> grade.

A report of your student's academic progress will be posted in ParentVue/StudentVue's "Report Card" section 3 times during the school year at the end of each Term. Term 1 Essential Skills will serve as a baseline at the beginning of the school year and be completed prior to Fall Conferences. Term 2 Essential Skills will be completed at the end of Semester 1 - January 19, 2024. Term 3 Essential Skills will be completed at the end of the school year. Report cards will be available online ONLY throughout the school year. If you wish to have a printed copy of your child's report card, please request a copy in the elementary office.

Parents are encouraged to check their child's attendance, grades, discipline incidents, etc. at any time online using ParentVue. Students may also check their online information and are encouraged to check it often. Please contact the school office for more information and account access information.

## **Cheating and Plagiarism**

Cheating and plagiarism are prohibited. Students who cheat or commit plagiarism on any test or assignment will be given a failing grade for that test or assignment and will be disciplined in accordance with the school district's "Student Discipline" policy that can be found online or a copy can be requested from the district office.

## **Field Trips**

Actual experience is an important part of the learning process. For this reason, field trips are part of the curriculum and recommended for students. Organizing and arranging for field trips is done by the elementary teacher and approved by the principal. Every precaution is taken for student safety and an adequate supervisory ratio is achieved in keeping with the event and the place visited. ***Student behavior and attendance throughout the school year may affect a student's ability to participate in a field trip.*** Occasionally teachers may request parent/guardian volunteers to assist during field trips. Background checks will be required for volunteers. The background check form that should be completed a week in advance can be found at: [https://drive.google.com/file/d/110H8hRgWOYlj\\_lOs32yZ3LjhKYhiIIGm/view](https://drive.google.com/file/d/110H8hRgWOYlj_lOs32yZ3LjhKYhiIIGm/view)

## Grading Scale:

Key:		What does that mean?
E	Exceeds	Student was able to consistently go above and beyond the standard's expectation in depth of knowledge, fluency, and/or independently apply/connect the standard to other areas.
M	Meets	Student consistently demonstrates mastery of the knowledge and/or skills expected at this grade level for this standard.
PM	Partially Meets	Student was not able to fully meet grade level expectations in the standard. This might include independently understand the standard, fluency, or apply the concept to other areas.
DM	Does not meet	Student was not able to meet the expectations of the standard at this time.
Blank	Item was not evaluated at this time.	This standard was not assessed during this grading period or there is not enough information at this time. Some standards will be evaluated once per year such as Essential Skills and other more developmental skills that are continually worked on throughout the school year will be evaluated each term.
NA	Not Applicable	This will be used on a limited basis. An example of when this might be given would be when a student moved into the district and they were not in attendance when that standard was covered and assessed.

## **Homework**

Homework assignments are made by the teachers. The amount of homework varies by teacher and subject area. The school district asks for parents/guardians to encourage their child(ren) to complete homework thoroughly and promptly. Set aside a regularly scheduled time at home each evening for homework. If your child does not have specific assignments for that day, use the time for some extra reading or online academic resources to maintain your nightly homework routine.

## **MDE Testing Opt-Out**

Minnesota Statutes, section 120B.31, subdivision 4a, student participation requires the Minnesota Department of Education (MDE) to publish a form for parents/guardians to complete if they refuse to have their student participate in state-required standardized assessments. The Parent/Guardian Guide to Statewide Testing document provides some basic information to help parents/guardians make informed decisions that benefit their child and their school and community. The form to meet this legislative requirement is available on the school website at [https://drive.google.com/file/d/1WRubwBWYG3MneQytCsA11LQjtB\\_HF\\_Im/view](https://drive.google.com/file/d/1WRubwBWYG3MneQytCsA11LQjtB_HF_Im/view) or at the end of this handbook.

## **Promotion and Retention**

All students are expected to achieve an acceptable level of proficiency. Students who achieve at an acceptable level will be promoted to the next grade level at the completion of the school year. Retention of a student may be considered when professional staff and parents/guardians feel that it is in the best interest of the student. The district has a variety of services to help students succeed in school. For more information, contact the elementary principal, Corinna Erickson.

## **Parent Right to Know [\*]**

If a parent requests it, the school district will provide information regarding the professional qualifications of his/her child's classroom teachers, including, at a minimum, the following:

1. whether the teacher has met state qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
2. whether the teacher is teaching under emergency or other provisional licensing status through which state qualification or licensing criteria have been waived;
3. the baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree;

4. whether the student is provided services by paraprofessionals and, if so, their qualifications.

In addition, the school district will provide parents with information as to the level of achievement of their child in each of the state academic assessments. The school district also will provide notice to parents if, for four or more consecutive weeks, their child has been assigned to or taught by a teacher who is not highly qualified.

## **Standards Based Report Cards -- Grading for Learning**

Breckenridge Elementary Schools are assessed using a Standards Based Report Card.

**What is grading for learning?** Grading for learning is designed to communicate a child's progress toward mastery of specific learning standards. The Minnesota K-12 Academic Standards establish high and challenging performance expectations for all students. They describe what students should know and be able to do, and serve as the basis for the Breckenridge Elementary School's curriculum, instruction and assessment model. Your child will be scored based on the level at which they demonstrate proficiency of the standard, rather than how he/she performed in comparison to other students. The focus is on evidence of learning, not on compliance or the accumulation of points. Grading for learning allows teachers to provide families with a more thorough explanation of what skills and concepts are needed in order for students to show proficiency in the standard. It, also, enables teachers to better understand a student's current level of performance on a standard and how to best support the next instructional steps in the learning progression.

**Want to know more?** Please contact your child's classroom teacher or the elementary principal for more details! Together we can support a stronger partnership for learning among all stakeholders in our school community.

## **PART III — RULES AND DISCIPLINE**

### **Attendance [\*\*]**

#### **ABSENCE POLICY (#503) FOR ATTENDANCE INCL. TARDIES/TRUANCY/APPROVED AND UNAPPROVED ABSENCES**

##### **Purpose**

The Breckenridge School Board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

## **Responsibilities**

1. Student's Responsibility - It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

2. Parent or Guardian's Responsibility - It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student's absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise. **Parents are responsible to notify the school at 218-643-6681 by 9:00 a.m. on the day of the absence. If the parent does not call the office, we will attempt to call the parents after 9:00 a.m. to determine the whereabouts of the absent child. If you know in advance of a planned absence, a written note or phone call to the office prior to this absence is appreciated. There is an answering machine available at school 24 hours a day.**

A student returning to school after an absence needs a written excuse signed by his/her parent/guardian or an e-mail from the parent is also acceptable.

## **Excused Absences**

To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. The following reasons are valid and should be used by parents and students as guidelines:

1. Illness of the student.
2. Serious illness or death of a member of the student's immediate family. Immediate family includes parents, siblings, and grandparents.
3. A death or funeral in the student's immediate family or of a close friend or relative.
4. Medical, dental, or orthodontic treatment, or a counseling appointment.
5. Court appearances occasioned by family or personal action.
6. Religious instruction not to exceed three hours in any week.
7. Physical emergency conditions such as fire, flood, storm, etc.
8. Official school field trip or other school-sponsored outing.
9. Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.
10. Family emergencies.
  - a. Seasonal farming emergencies.
11. Active duty in any military branch of the United States.
12. A student's condition that requires ongoing treatment for a mental health diagnosis.

**IF YOU ARE GONE FOR A MEDICAL APPOINTMENT, YOU MUST BRING IN A NOTE FROM THE PROVIDER OR YOUR ABSENCE WILL BE UNEXCUSED.**

**All other reasons for absences will be deemed unexcused.**

## **Truancy**

Absence from school without parent's/guardian's or school's permission is truancy. Elementary students will be considered tardy (excused or unexcused) up to 1 hour after the school day has started. If they are more than 1 hour late, they will be considered absent.

## **EDUCATIONAL NEGLECT AND TRUANCY REPORTING PROCEDURES**

Students that reach 8 unexcused tardies and/or partial day absences will be sent a warning letter and a conference (via phone or in person) with administration, parents, and the child will be held to determine a solution for the tardies/absences. Wilkin County Family Services may also be notified at this time, depending upon the cause of the tardies/absences. Students that reach 14 unexcused tardies and/or partial day absences will be reported to the Wilkin County Attorney for Educational Neglect.

An Educational Truancy/Neglect warning letter will be sent when a student reaches 5 unexcused absences or 10 excused absences. A conference with administration, parents, and social services will be held to determine a solution for the absences. Students that reach 7 unexcused absences or 15 excused absences will be reported to the Wilkin County Attorney for Educational Truancy/Neglect.

## **PERMISSION TO LEAVE SCHOOL**

Parents are required to send a note with the student, email, or call the office to confirm an appointment their child may have during the school day. The student will then be excused to leave the building. All students are required to check out and indicate the time of their departure and their destination. Upon returning to school after an absence, the student will again report to the office and sign back in and indicate the time of their return to school.

## **Bullying Prohibition [\*\*]**

The school district is committed to providing a safe and respectful learning environment for all students. Acts of bullying, in any form, by either an individual student or a group of students, is prohibited on school district property, at school-related functions, and by misuse of technology. For detailed information regarding the school district's Bullying Prohibition Policy 514, please see the school website or request a copy from the district office.

### **Definition of Bullying:**

Bullying is when someone repeatedly and on purpose says or does mean or hurtful things to another person who has a hard time defending himself or herself.

### **State of Minnesota Definition of Bullying:**

- A. Bullying is intimidating, threatening, abusive or hurtful conduct
- B. It is objectively offensive AND
- C. The conduct involves an imbalance of power and is repeated OR

D. The conduct materially and substantially interferes with a student's education or ability to participate in school activities.

### **Our School's Anti-Bullying Rules**

1. We will not bully others.
2. We will try to help students who are bullied.
3. We will try to include students who are left out.
4. If we know that someone is being bullied, we will tell an adult at school and an adult at home.

### **Bus Conduct & Consequences [\*\*]**

Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses. The school district is committed to transporting students in a safe and orderly manner. To accomplish this, student riders are expected to follow school district rules for waiting at a school bus stop and rules for riding on a school bus. Decisions regarding a student's ability to ride the bus in connection with co-curricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district.

#### Rules at the bus stop (Policy #709):

1. Get to your bus stop 5 minutes before your scheduled pick up time.
2. The school bus driver will not wait for late students.
3. Respect the property of others while waiting at your bus stop.
4. Keep your arms, legs, and belongings to yourself.
5. Use appropriate language.
6. Stay away from the street, road, or highway when waiting for the bus.
7. Wait until the bus stops before approaching the bus.
8. After getting off the bus, move away from the bus.
9. If you must cross the street, always cross in front of the bus where the driver can see you.  
Wait for the driver to signal to you before crossing the street.
10. No fighting, harassment, intimidation, or horseplay.
11. No use of alcohol, tobacco, or drugs.

### Rules on the bus (Policy #709)

1. Immediately follow the directions of the driver.
2. Sit in your seat facing forward.
3. Talk quietly and use appropriate language.
4. Keep all parts of your body inside the bus.
5. Keep your arms, legs, and belongings to yourself.
6. No fighting, harassment, intimidation, or horseplay.
7. Do not throw any object.
8. No eating, drinking, or use of alcohol, tobacco, or drugs.
9. Do not bring any weapons or dangerous objects on the school bus.
10. Do not damage the school bus.

### **Additional Breckenridge Elementary Bus Expectations**

See NEW R.I.S.E. expectations grid on page 31.

Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures.

### District Transportation Discipline Policy

The following discipline policy will be used when a student is reported by a driver for failing to obey the transportation rules of conduct:

1. Upon first violation, a conference will take place with the student and school administrator. The transportation director and bus driver may also be a part of this conference. Parents will receive a telephone call and a written report will be documented in ParentVue.
2. Upon second violation, a parent conference will take place with the parent, student, bus driver, transportation director and school administrator in attendance.
3. Upon the third and subsequent violations, the parent will be notified and the student will lose the privilege of riding on the school district's transportation system for one week.

\*Serious misconduct, or discipline problems reported during the last week of school are not subject to the procedural sequence of this policy.

## Cell Phones and Other Electronic Devices



Students are prohibited from using cell phones and other electronic devices from 8:00 a.m. to 3:15 p.m. **This includes cell phones, Smartwatches, personal devices, etc. These items should be turned off and left in student lockers or backpacks throughout the school day.** Students also are prohibited from using a cell phone or other electronic device to engage in conduct prohibited by school district policies including, but not limited to, cheating, bullying, harassment, etc. If the school district has a reasonable suspicion that a student has violated a school rule or law by use of a cell phone or other electronic device, the school district may search the device. The search of the device will be reasonably related in scope to the circumstances justifying the search. Students who use an electronic device during the school day and/or in violation of school district policies may be subject to confiscation of the phone by school staff. Repeat offenders may be required to have parents/guardians personally pick up the confiscated phone. In addition, a student's cell phone or electronic device, if applicable, may be turned over to law enforcement.

### Discipline System [\*\*]

Misbehavior by one student can disrupt the learning process for many other students. In addition, students must learn to practice good safety habits, value academic honesty, respect the rights of others, and obey the law.

When corrective actions taken by the classroom teacher have failed or the rule infraction is of serious nature, the incident shall be referred to the Dean of Students or Principal for investigation and action. The severity of the consequences applied by the administrator depends on several factors: 1) the seriousness of the offense, 2) the previous disciplinary record of the student, and 3) developmental age of the student.

A discipline incident report will be recorded in ParentVue for offenses that meet the criteria. School Administration may exercise discretion as to the consequences for the student's actions. The Principal or Dean of Students shall be responsible for seeking the assistance of counselors, social workers and other professionals to help students correct their behavior problems.

The following flow chart will be used to provide corrective action for students who are disruptive to the school climate and culture. Breckenridge Elementary wants to approach misbehavior as a lack of skills vs. a lack of will. With that in mind, the flow chart below has been designed to provide support, skills training and restitution for a student's behavior.



# Breckenridge Elementary Behavior Flow Chart

*Breckenridge Pride...Inspiring to Excel*

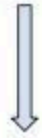


Ongoing teaching and strategies to encourage appropriate behavior and building of relationships:

- Promote Breckenridge Pride
- Proactively Teach Behavior Expectations
- Specific Praise
- Preventative Prompts
- Individual Reinforcers
- Collaborative Problem Solving - teach lagging thinking skills.

**Inappropriate Behavior Occurs**

**Breckenridge Core Values:**  
Empathy  
Integrity  
Respect  
Responsibility



**Staff (Minor)**

**Administration (Major)**

- Inappropriate Language
- Physical Contact
- Disrespect
- Defiance w/o a safety concern
- Disruption
- Property Misuse
- Work refusal
- Cheating

- Safety of students and/or staff
- Anything sexual
- Weapons
- Alcohol/Drugs/Tobacco
- Vandalism
- Stealing
- Bullying
- Harassment
- Habitual "minors"

Informal CPS

- Step 1: Tier 1**
- Privately ask the student which core value they are not meeting
  - Try to find the antecedent
  - Teach the student the skill they need to meet the expectation.
- Step 2:**
- Privately ask the student which core value they are not meeting
  - Try to find the antecedent
  - Reteach the student the skill they need to meet the expectation.
  - Contact parents if you feel it is necessary
- Step 3:**
- Teach the student which core value they are not meeting
  - Contact parents
  - Document as a minor in Synergy

- Next Steps: Tier 2**
- 1) Document as MAJOR in Synergy
  - 2) Collaborative Problem Solving
  - 3) Restitution or Restorative Justice may include a Structured Detention

**Tier 3**

Possible referral to T.A.T for further review, interventions, and assessment.

- Steps to Specific Error Correction**
1. Respectfully address the student
  2. Describe the inappropriate behavior
  3. Describe expected behavior
    - a. Tie into Breck Pride
  4. Redirect back to appropriate behavior
    - a. Have student practice desired behavior
- Note: Do this privately if at all possible*

- Tips for a Great Day!**
- Remind students of Breckenridge Pride
  - Reinforce students frequently for meeting expectations (4 positives to 1 correction)
  - Hold students accountable for not meeting expectations (privately)
  - Celebrate successes!

Questions? Reach out to Mrs. Erickson or Mr. Christensen

## **Suspension**

Suspension is assigned for students that are a danger to themselves or others. Suspension can be in-school or out of school at the discretion of the administration. Suspensions do not count against the school's attendance policy. Students absent from school the day of their in-school suspension will be responsible to make up their suspension on the next available day they are in school.

## **Suspension Procedures**

1. While serving in-school suspension (ISS), a student will be assigned to a designated area. All other rules pertaining to conduct in designated area are applicable.
  - a. Parent(s)/Guardian(s) will be notified of the in-school suspension for their child via a phone call or conference meeting at the school. The incident will be documented in Synergy.
2. A student serving out of school suspension (OSS) must remain off of school property. An OSS student is not allowed to attend extra-curricular events or use any of the facilities on the days of suspension including the day of suspension and all OSS assigned days.
  - a. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony will be mailed to the parent. A conference to discuss the incident may be required in certain circumstances.
  - b. A school administrator shall prepare and enforce an admission plan for any pupil who is excluded or expelled from school. The plan may include measures to improve the pupil's behavior, including completing a character education program, consistent with section 120B.232, subdivision 1, and require parental involvement in the admission or readmission process, and may indicate the consequences to the pupil of not improving the pupil's behavior.
  - c. In the event a student is suspended without an informal administrative conference on the grounds that the pupil will create an immediate and substantial danger to persons or property around him or her; the written notice shall be served either personally or by certified mail upon the pupil and his or her parent or guardian within 48 hours of the suspension.
3. No suspension from school shall be imposed without an informal administrative conference with the pupil, except where it appears that the pupil will create an immediate and substantial danger to him/herself or to property around the student.

## Dress and Appearance

Students are encouraged to be dressed appropriately for school activities and in keeping with community standards. A student's clothing or appearance may not materially and substantially disrupt or interfere with the educational mission, school environment, classwork, or school activities. A student's dress or appearance may not incite or contribute to substantial disorder or invasion of the rights of others or pose a threat to the health or safety of the student or others.

Students' rights to choose their dress and appearance for school and school-related activities will be protected provided that the clothing:

- does not injure people or damage property;
- does not materially and substantially disrupt or interfere with the educational process or classwork;
- does not interfere with the requirements of discipline in the operation of the school or school activities, materially disrupt classwork;
- does not involve substantial disorder or invasion of the rights of others.

Appropriate clothing includes, but is not limited to, the following:

- Clothing appropriate for the weather.
- Clothing that does not create a health or safety hazard.
- Clothing appropriate for the activity (i.e., physical education or the classroom).
- Footwear that does not present a safety hazard.

Inappropriate clothing includes, but is not limited to, the following:

- Disruptive to the normal operation of a classroom.
- Clothing or shoes must not be such as to cause damage to school property (for example: steel cleats on shoes).
- Clothing (including emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry) bearing a message that is lewd, vulgar, obscene, libelous, or denigrates, harasses, discriminates against others on the basis of protected class status under the Minnesota Human Rights Act, or violates school district policies prohibiting discrimination, violence, harassment, or other harmful activities.
- Apparel promoting products or activities that are illegal for use by minors.
- Communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in Policy 413.
- Students must wear shoes at all times while attending school.
- Students are not allowed to carry backpacks with them throughout the school day.

If the administration or staff member believes a student's appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities or poses a threat to the health or safety of the student or others, the student will be directed to make modifications.

## **Drug-Free School and Workplace**

The possession and use of alcohol, controlled substances, and toxic substances are prohibited at school or in any other school location before, during, or after school hours. Paraphernalia associated with controlled substances also is prohibited. The school district will discipline or take appropriate action against anyone who violates this policy.

District policy is not violated when a person brings a controlled substance which has a currently accepted medical treatment onto a school location for personal use if the person has a physician's prescription for the substance. Students who have prescriptions must comply with the school district's Student Medication Policy 516. The school district will provide an instructional program in the elementary and secondary school on chemical abuse and the prevention of chemical dependency.

## **Harassment and Violence Prohibition [\*]**

The school district strives to maintain a learning and working environment free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.

If any words or action make you feel uncomfortable or fearful, it is important that you report it immediately. This will allow an investigation to take place so appropriate action by the school can be taken. A harasser may do the following:

1. Name calling, jokes, or rumors
2. Hazing
3. Pulling on clothing
4. Graffiti
5. Notes or cartoons
6. Unwelcome touching
7. Offensive or graphic posters or book covers
8. Any words or actions that make you feel uncomfortable, embarrassed, or hurt.

Individuals found to have engaged in acts of harassment or other acts that create a hostile environment based on disability, or any other protected characteristic, will be promptly disciplined pursuant to the district's discipline policy. If circumstances warrant it, such discipline may include suspension and expulsion for students. For a complete copy of School Board Policy 413 Harassment and Violence or Policy 525 Violence Prevention can be requested at the district office.

## **Hazing Prohibition [\*]**

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times. No student will plan, direct, encourage, aid, or engage in hazing. Students who violate this rule will be subject to disciplinary action pursuant to the school district's Student Discipline Policy 506. For detailed information on the school district's Hazing Prohibition Policy 526, contact the district office or the school website.

## **Internet/Technology Acceptable Use**

All school district students have conditional access to the school district's computer system, including Internet access, for limited educational purposes, including use of the system for classroom activities, educational research, and professional and career development. Use of the school district's system is a privilege, not a right. Unacceptable use of the school district's computer system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including, but not limited to, suspension, expulsion, or exclusion; or civil or criminal liability under other applicable laws. A copy of the school district's Internet Acceptable Use and Safety Policy 524 is available at the district office or school website.

Students will receive a copy of the Internet Acceptable Use and Safety Policy and are expected to understand and agree to abide by the policy as a condition of use of the school district's computer system. All students who wish to use the school district's computer system must sign the Internet/Technology Use Agreement form annually.

## **Noon Recess**

Noon supervisors conduct elementary noon recess. All students are expected to go outside for recess when the temperature or wind chill is zero degrees Fahrenheit or above. This means students must have appropriate attire for outdoors. For example, students should have boots, snow pants, hats, mittens, etc. When the weather is not conducive to going outside, games and activities will be in the gymnasium or other indoor area.

Discipline concerns will be directed to classroom teachers and/or the administration.

### **Breckenridge Elementary Noon Hour Rules**

See NEW R.I.S.E. expectations grid on page 31.



## **Parking on School District Property**

Visitors are permitted to park in designated school district visitor parking areas. Unattended vehicles left in other locations on school district property may be towed at the owner's expense.

## **PBIS - Positive Behavior Intervention System - NEW in 2024-25**

Positive Behavior Interventions and Supports (PBIS) is a proactive approach used in elementary schools to promote and reinforce positive behavior. It focuses on teaching and rewarding good behavior to create a positive school environment. Key components include:

1. **Setting Clear Expectations:** Clearly defined and communicated behavioral expectations for students across all areas of the school.
2. **Teaching Positive Behaviors:** Direct teaching of expected behaviors, often using role-playing or examples.
3. **Consistent Reinforcement:** Recognizing and rewarding students who display positive behaviors, such as through praise, tokens, or other incentives.
4. **Data-Driven Decision Making:** Collecting and analyzing data on student behavior to inform and adjust strategies.
5. **Collaborative Approach:** Involving all school staff, students, and often parents in the development and implementation of the program.

The goal of PBIS is to improve social, emotional, and academic outcomes for all students by fostering a positive and inclusive school climate.

A team of educators during the school year put together a PBIS plan to be implemented in the 2024-25 school year. We are excited to promote this program throughout the building to positively reinforce that will create a positive learning environment, culture and school. The team created the idea using the slogan "Cowboys and Cowgirls R.I.S.E Up". The following R.I.S.E Matrix shows how the core values of respect, integrity, show respect and empathy are reflected throughout the building.

	Voice Level	<b>R</b> ESPONS IBILITY	<b>I</b> NTEGRITY	<b>S</b> HOW RESPECT	<b>E</b> MPATHY
All Settings		<ul style="list-style-type: none"> <li>Take care of your space</li> <li>Ready to learn</li> <li>Do quality work</li> <li>Be on time</li> </ul>	<ul style="list-style-type: none"> <li>Honest</li> <li>Play fair</li> <li>Trustworthy</li> </ul>	<ul style="list-style-type: none"> <li>Follow directions quickly</li> <li>Kind words and actions</li> <li>Take care of school property</li> <li>Use positive manners</li> </ul>	<ul style="list-style-type: none"> <li>Actively listen</li> <li>Help others</li> <li>Include others</li> <li>Apologize for accidents</li> </ul>
Hallways	1	<ul style="list-style-type: none"> <li>Close lockers properly</li> <li>Keep hallways clear and clean</li> <li>Report concerns</li> </ul>	<ul style="list-style-type: none"> <li>Walk quietly</li> <li>Pay attention to your surroundings</li> <li>Walk with a purpose</li> </ul>	<ul style="list-style-type: none"> <li>Keep hands off walls, lockers, and artwork</li> <li>Move as a class</li> <li>Keep personal space</li> </ul>	<ul style="list-style-type: none"> <li>Wait patiently</li> <li>Hold the door</li> </ul>
Bathrooms	1	<ul style="list-style-type: none"> <li>1 pump of soap</li> <li>1 paper towel</li> <li>Keep area clean</li> </ul>	<ul style="list-style-type: none"> <li>Flush</li> <li>Wash</li> <li>Go</li> </ul>	<ul style="list-style-type: none"> <li>Give each other privacy</li> <li>Wait your turn</li> </ul>	<ul style="list-style-type: none"> <li>Respect Privacy</li> <li>Report issues</li> <li>Encourage hand washing</li> </ul>
Cafeteria	2	<ul style="list-style-type: none"> <li>Follow procedures</li> <li>Know lunch number</li> <li>Report spills</li> <li>Stay seated</li> </ul>	<ul style="list-style-type: none"> <li>Wait your turn</li> <li>Use good manners</li> <li>One salad bar stop</li> </ul>	<ul style="list-style-type: none"> <li>Raise your hand for help</li> <li>Touch only your food</li> <li>Clean up</li> </ul>	<ul style="list-style-type: none"> <li>Sit with newcomers</li> <li>Listen to others</li> <li>Share your table with all</li> </ul>
Playground	4	<ul style="list-style-type: none"> <li>Follow rules</li> <li>Line up on 1st whistle</li> <li>Clean up equipment</li> <li>Report to supervisors</li> </ul>	<ul style="list-style-type: none"> <li>Play to have fun</li> <li>Listen to supervisors</li> <li>Be active and exercise</li> </ul>	<ul style="list-style-type: none"> <li>Take turns</li> <li>Display good sportsmanship</li> <li>Listen to supervisors</li> </ul>	<ul style="list-style-type: none"> <li>Resolve conflicts peacefully</li> <li>Offer a helping hand</li> <li>Invite others to play</li> <li>Include others</li> </ul>
Gym	3	<ul style="list-style-type: none"> <li>Follow rules</li> <li>Line up on 1st whistle</li> <li>Clean up equipment</li> <li>Report to supervisors</li> </ul>	<ul style="list-style-type: none"> <li>Play to have fun</li> <li>Listen to supervisors</li> <li>Be active and exercise</li> </ul>	<ul style="list-style-type: none"> <li>Take turns</li> <li>Display good sportsmanship</li> <li>Listen to supervisors</li> </ul>	<ul style="list-style-type: none"> <li>Resolve conflicts peacefully</li> <li>Offer a helping hand</li> <li>Invite others to play</li> <li>Include others</li> </ul>
Bus	2	<ul style="list-style-type: none"> <li>Stay in seat</li> <li>Follow driver's instructions</li> </ul>	<ul style="list-style-type: none"> <li>Take care of belongings</li> <li>Appropriate language and actions</li> </ul>	<ul style="list-style-type: none"> <li>Quiet conversations</li> <li>Be considerate of personal space</li> </ul>	<ul style="list-style-type: none"> <li>Include others in conversations</li> <li>Help with belongings</li> </ul>
Classroom	0-3	<ul style="list-style-type: none"> <li>Complete assignments</li> <li>Keep workspace organized</li> <li>Ready to Learn</li> <li>Actively participate</li> </ul>	<ul style="list-style-type: none"> <li>Submit honest and original work</li> <li>Assist classmates</li> <li>Accountable for actions</li> </ul>	<ul style="list-style-type: none"> <li>Polite language</li> <li>Listen closely</li> <li>Respect personal space</li> </ul>	<ul style="list-style-type: none"> <li>Encourage classmates</li> <li>Respect differences</li> <li>Share</li> </ul>

Library	0-1	<ul style="list-style-type: none"> <li>• Borrow and return books</li> <li>• Handle books and material with care</li> <li>• Clean up</li> </ul>	<ul style="list-style-type: none"> <li>• Quiet and considerate behavior</li> <li>• Appropriate language and actions</li> </ul>	<ul style="list-style-type: none"> <li>• Quiet conversations</li> <li>• Be considerate of personal space</li> <li>• Follow directions</li> </ul>	<ul style="list-style-type: none"> <li>• Include others</li> <li>• Respect differences</li> <li>• Share</li> </ul>
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## **Tobacco-Free Schools [\*\*]**

School district students and staff have the right to learn and work in an environment that is tobacco free. School policy is violated by any individual’s use of tobacco, tobacco-related devices, or carrying or using activated electronic delivery devices in a public school, on school grounds, in any school-owned vehicles, or at any school events or activities. Students may not possess any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school, on school grounds, in any school-owned vehicles, or at any school events or activities. Any student who violates this policy is subject to school district discipline. For detailed information on the school district’s “Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction” Policy 419. Contact school administration if you have questions or wish to report violations.

## **Weapons Prohibition**

No person will possess, use, or distribute a weapon when in a school location except as provided in school district policy. A “weapon” means any object, device, or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; airguns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; nunchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon. A weapon also includes look-alike weapons. Appropriate discipline and action will be taken against any person who violates this policy. The school district does not allow the possession, use, or distribution of weapons by students. Discipline of students will include, at a minimum: immediate out-of-school suspension; confiscation of the weapon; immediate notification of police; parent or guardian notification; and recommendation to the superintendent of dismissal for a period of time not to exceed one year. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully. A student who brings a firearm to school will be expelled for at least one year, subject to school district discretion on a case-by-case basis subject to school district discretion on a case-by-case basis. For a copy of the School Weapons Policy 501, contact the district office or school website.

## **PART IV — HEALTH AND SAFETY**

### **Accidents**

All student injuries that occur at school or school-sponsored activities should be reported to the supervising staff or office. Parents/guardians of an injured student will be notified as soon as possible. If the student requires immediate medical attention, the principal or other district leader will call 911 or seek emergency medical treatment and then contact the parent(s).

### **Asbestos Management Update [\*]**

The school district has developed an asbestos management plan. A copy of this plan can be found in the district office and is available on the district's website.

### **Crisis Management**

The school district has developed a crisis management plan and uses an emergency response tool called CrisisGo. Each school building has its own building-specific crisis management plan. The plan addresses a range of potential crisis situations in the school district and includes general crisis procedures for securing buildings, classroom evacuation, campus evacuation, sheltering, and communication procedures. The school district will conduct lock-down drills, fire drills, and a tornado drill. Building plans, located in each room, include evacuation procedures.

### **Health Information**

#### **First Aid**

The elementary office is equipped to handle minor injuries requiring first aid. If a student experiences a more serious medical emergency at school, 911 will be called and/or a parent/guardian will be contacted depending on the situation. The elementary office staff consult with a public health nurse, as needed, for any medical support. The district has installed automated external defibrillators (AEDs) in the south gym hallway and outside the lunchroom/teacher's lounge. Tampering with any AED is prohibited and may result in discipline.

#### **Communicable Diseases/Health Concerns**

To protect other students from contagious illnesses, students infected with certain diseases are not allowed to come to school while contagious. If a parent suspects that his/her child has a communicable or contagious disease, the parent should contact the school secretary or principal so that other students who might have been exposed to the disease can be alerted. This would include significant health concerns such as but not limited to asthma, seizure disorder, allergic reactions or medications that are given at home that could affect your child's behavior/attention in school (i.e. allergy medication, antibiotics, and so on).

## GUIDELINES FOR WHEN STUDENTS CAN RETURN TO SCHOOL

The following guidelines will be used to assist in determining if a student will remain in school or if the parent/guardian will be contacted to have the student sent home from school.

Fever/ill symptoms – A student with a temperature of 100.1 degrees or more will be sent home. The student can return to school 24 hours after temperature returns to normal and when ill symptoms no longer exist.

Vomiting/diarrhea – If a student has an episode of vomiting with other ill symptoms, the student will be sent home. The student can return to school 24 hours after the last episode.

Sore throat/earache – If a student has complaints of sore throat or earache, accompanied by a temperature of 100.1 degrees or greater, the student is to be sent home and referred for medical follow up. The student can return to school after the child has been on an antibiotic for 24 hours (if strep throat) or when symptoms disappear. If the student has no temperature and no previously identified problems but has drainage from the ear and ear pain, the parent will be contacted to make them aware of the situation. It will be the parent's responsibility to determine if medical follow up is necessary. The child may remain in school.

Head lice – If a student has an identified case of head lice, including nits, the student will be sent home immediately for treatment. Students should be treated with the lice remover shampoo and all nits should be combed out thoroughly. Students will be rechecked upon returning to school.

Pink eye (with pus) – If a student has extreme redness of the eyes accompanied by itching and pussy drainage from the eye, the student is to be sent home/referred for medical follow up. Students can return to school 24 hours after treatment with appropriate eye drops.

Skin rashes - Students can return to school after the symptoms disappear, or when the rash is self-contained, non-draining, or covered.

Cold sores and common cold – Students can be in school (unless accompanied by a temperature or other symptoms).

Impetigo – Home 24 hours with salve – if spreading, student will need to be home longer and on medication.

Hand, Foot, and Mouth - Can return to school when sores are scabbed over and no new ones appear.

If your child becomes seriously ill or is injured at school, every effort will be made to contact you or the emergency number you give. In an emergency, it may be necessary to have your child treated by a physician or taken to the hospital.

Keeping children home when they are sick helps keep students healthy in the long run. Parental cooperation is appreciated.

Students with certain communicable diseases will not be excluded from attending school in their usual daily attendance settings as long as their health permits and their attendance does not create a significant risk of transmitting the illness to other students or school district employees. The school district will determine on a case-by-case basis whether a contagious student's attendance creates a significant risk of transmitting the illness to others.

Students who become sick at school should notify their classroom teacher. The school health aide will contact the parents/guardians to arrange for students who get sick at school to go home early. **If your child goes home sick for any reason during the school day, they are not allowed to return to school for any reason that day, including school activities in the evening.**

A parent/guardian should notify the school if his/her child is unable to attend school because of illness. Please call the elementary school office as soon as you know your child will not be in school. An answering machine will be available for these messages after school hours.

Vision and hearing screenings, along with scoliosis screenings are offered to students. School staff administers all medications. Under no circumstances are students to have in their possession any medication, prescription, or over-the-counter drug.

### **Immunizations**

All students must be properly immunized or submit appropriate documentation exempting them from such immunizations in order to enroll or remain enrolled. Students may be exempted from the immunization requirement when the immunization of the student is contraindicated for medical reasons; laboratory confirmation of adequate immunity exists; or due to the conscientiously held beliefs of the parents/guardians or student. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student reaches the age of 18. For a copy of the immunization schedule or to obtain an exemption form or information, contact the elementary office.

### **Medications at School During the School Day**

The school district acknowledges that some students may require prescribed drugs/medication or over-the-counter drugs/medication during the school day. A ***Prescription Medication Authorization Form OR Over-the-Counter Medication Authorization Form*** is available from the elementary school office or on the school website. The appropriate form must be filled out and returned to the school if your child is taking any medication that must be given during the school day. All medications must be provided in the original labeled container and will only be administered to a student according to physician's orders and/or parent/guardian consent.



Exceptions that may be allowed include: prescription asthma medications administered with an inhaler pursuant to school district policy and procedures, medications administered as noted in a written agreement between the school district and parent or as specified in an Individualized Education Program (IEP), a plan developed under Section 504 of the Rehabilitation Act (§504 Plan), or an individual health plan (IHP). The school district is to be notified of any change in a student's prescription medication administration.

Please forward any questions regarding specific medications and its use to the school office at 218-643-6681. These forms must be completed once a year and/or when a change in the prescription or requirements for administration occurs.

### **Opioid Antagonist**

A school district must maintain a supply of opiate antagonists, as defined in section 604A.04, subdivision 1, at each school site to be administered in compliance with section 151.37, subdivision 12. Each school building must have two doses of nasal naloxone available on-site.

### **Menstrual Products**

In accordance with Minnesota state law, our school provides free menstrual products to all students who need them. Our goal is to ensure that every student has access to the necessary resources to support their health and well-being during the school day. If you have any questions or need assistance locating these products, please do not hesitate to inquire in the school office.

### **Pesticide Application Notice [\*]**

The school district may plan to apply pesticide(s) on school property. To the extent the school district applies certain pesticides, the school district will provide a notice by September 15 as to the school district's plan to use these pesticides. A parent may request to be notified prior to the application of certain pesticides on days different from those specified in the notice. Additional information regarding what pesticides are used, the schedule of pesticide applications, and the long-term health effects of the class of pesticide on children can be requested by contacting Jim Grawe, Elementary Building Head Custodian.

### **Suicide Prevention Information**

Minnesota's suicide prevention and mental health crisis service is available 24 hours a day, seven days a week. People can call, text, or online chat 988 to connect to the Minnesota Suicide Prevention and Crisis Lifeline Centers. You can also contact the local Mobile Mental Health Crisis Response team at 1-800-223-4512. They are also available 24 hours a day, 7 days a week.

### **Breckenridge School Policy Statements and Annual Public Notices**

The following school policy statements and notices can be found online at [isd846.org](http://isd846.org) or are available in print at the district office.

Policy 102 Equal Educational Opportunity

Policy 413 Harassment and Violence

Policy 419 Tobacco Free Environment  
Policy 501 School Weapons  
Policy 503 Student Attendance  
Policy 506 Student Discipline  
Policy 514 Bullying Prohibition Policy  
Policy 515 Protection and Privacy of Pupil Records  
Policy 516 Student Medication  
Policy 520 Student Surveys  
Policy 521 Student Disability Nondiscrimination  
Policy 522 Student Sex Nondiscrimination  
Policy 524 Internet Acceptable Use and Safety  
Policy 525 Violence Prevention  
Policy 526 Hazing Prohibition  
Policy 534 Unpaid Meal Charges  
Asbestos Notification  
Notice Concerning Use of Pesticides

**The following forms can be found online at - <https://bhs.isd846.org/en-US/forms-dcc56f32>**

- Roller Skating Permission Form
- Over the Counter Medication Authorization Form
- Prescription Medication Authorization Form
- Consent to Release Private Data
- Health Information Sheet
- School Bus Waiver Form
- Parent/Student Technology Use Agreement
- Opt-Out Form
- New Student Enrollment Packet
- Volunteer/Field Trip Chaperone Background Check
- Mental Health Referral Form

## Statewide Assessments:

### Parent/Guardian Participation Guide and Refusal Information

Your student’s participation in statewide assessments is important as it allows your school and district to ensure all students have access to a high-quality education. In the past, students with disabilities and English learners were often excluded from statewide assessments. By requiring that all students take statewide assessments, schools and teachers have more information to see how all students are doing. This helps schools to continuously improve the education they provide and to identify groups, grades, or subjects that may need additional support.

#### Assessments Connect to Standards

Statewide assessments are based on the [Minnesota Academic Standards](#) or the [WIDA English Language Development Standards](#). These standards define the knowledge and skills students should be learning in K–12 districts and charter schools. Minnesota prioritizes high-quality education and statewide assessments give educators and leaders an opportunity to evaluate student and school success.

#### Minnesota Comprehensive Assessments (MCA)

MCA and the alternate assessments (Minnesota Test of Academic Skills (MTAS)/Alternate MCA) are the annual assessments in reading, mathematics and science that measure a snapshot of student learning of the Minnesota K–12 Academic Standards.

#### ACCESS and WIDA Alternate ACCESS for English Learners

The ACCESS and WIDA Alternate ACCESS are the annual assessments for English learners that provide information about their progress in learning academic English, based on the WIDA English Language Development Standards.

### Statewide Assessments Help Families and Students

Participating in statewide assessments helps families see a snapshot of their student’s learning so they can advocate for their success in school. High school students can use MCA results:

- For Postsecondary Enrollment Options (PSEO) in grade 10.
- For course placement at a Minnesota State college or university. If students receive a college-ready score, they may not need to take a remedial, noncredit course for that subject.

English learners who take the ACCESS or WIDA Alternate ACCESS and meet certain requirements, have the opportunity to exit from English learner programs.

### Taking Statewide Assessments Helps Your Student’s School

Statewide assessments provide information to your school and district about how all students are engaging with the content they learn in school. This information helps:

- Educators evaluate their instructional materials.
- Schools and districts identify inequities between groups, explore root causes and implement supports.

School and district leaders make decisions on how to use money and resources to support all students.

## **Student Participation in Statewide Assessments**

Student participation in state and locally required assessments is a parent/guardian choice. If you choose to have your student not participate in a statewide assessment, please provide a reason for your decision on the form below. Contact your student's school to learn more about locally required assessments.

## **Consequences of Not Participating in Statewide Assessments**

- The student will not receive an individual score. For ACCESS and WIDA Alternate ACCESS, the student would not have the opportunity to exit their English learner program.
- School and district assessment results will be incomplete, making it more difficult to have an accurate picture of student learning.
- Since all eligible students are included in some calculations even when they do not participate, school and district accountability results are impacted. This may affect the school's ability to be identified for support or recognized for success.

Check with your local school or district to see if there are any additional consequences for not participating.

## **Additional Information**

- On average, students spend less than 1% of instructional time taking statewide assessments each year. • Minnesota statutes limit the total amount of time students can spend taking other district- or school-wide assessments to 11 hours or less each school year, depending on the grade.
- School districts and charter schools are required to publish an assessment calendar on their website by the beginning of each school year. Refer to your district or charter school's website for more information on assessments.

---

## Statewide Assessment: Parent/Guardian Decision Not to Participate

By completing this form, you are acknowledging that your student will not participate in statewide assessments and will not receive individual assessment results.

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Current Grade in School: \_\_\_\_\_

Student ID Number (if known): \_\_\_\_\_

School: \_\_\_\_\_

District: \_\_\_\_\_

Parent/Guardian Name (print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Reason for Refusal: \_\_\_\_\_

**Please indicate the statewide assessment(s) you are opting your student out of this school year:**

MCA/MTAS  MCA/Alternate MCA Science

MCA/MTAS Mathematics  ACCESS/WIDA Alternate ACCESS

Contact your school or district for more information on how to opt out of local assessments. (Note: This form is only applicable for the 20\_\_\_\_ to 20 \_\_\_\_ school year.)

Updated March 2024

## Acknowledgement Form

We have received a copy of the 2024-25 Student Handbook for the Breckenridge Elementary School.

---

Student Printed Name

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Student Signature

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Parent/Guardian Printed Name

---

Parent/Guardian Signature

---

Parent/Guardian Printed Name

---

Parent/Guardian Signature

---

Date



# STUDENT- PARENT HANDBOOK

## Breckenridge High School (7-12)

### 2024-25



# B



710 13<sup>th</sup> Street North  
Breckenridge, MN 56520  
(218) 643-2694  
[isd846.org](http://isd846.org)

This handbook belongs to:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/Town \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone \_\_\_\_\_  
Email: \_\_\_\_\_

#### **BRECKENRIDGE SCHOOL VISION STATEMENT**

A school system in which each learner graduates fully prepared to succeed in college, career, and life

#### **BRECKENRIDGE SCHOOL MISSION STATEMENT**

We are devoted to providing personalized learning through challenging, relevant, and dynamic experiences in a safe environment where mutual respect is fostered and innovative builders of the future are developed.

#### **BRECKENRIDGE CORE VALUES**

Responsibility, Empathy, Respect, Integrity

Dear Students, Parents/Guardians and Community Members:

The goal of the Breckenridge Board of Education, school administration, and the teaching and support staff is to create a 21<sup>st</sup> century environment where each student can be successful. We believe in active classroom, inquiry-based learning, problem based learning and project based learning. Additionally, we strive to create an environment where everyone is respected and respectful, an environment where we can grow as people and as citizens of this country, an environment of commitment to and support for the Breckenridge Cowboy and Cowgirl tradition, and an environment of pride in achievement and excellence.

Breckenridge High School's **STUDENT-PARENT HANDBOOK** is presented to all students and available online to parents. Its purpose is to promote understanding of school policy and practices. It also provides information on standards, expectations, resources and, in general, what is available to each Breckenridge student. This handbook is part of the school's commitment to provide communication and high quality education and life opportunities to all our students.

Parents/Guardians, we request your support and your input. Our continuous improvement is tied to your assistance. In the event there are any complaints or misunderstandings, please call and set up an appointment to discuss the situation. Our goal is to serve your student's educational needs. If you have any questions please call 218-643-6681 or email me at [ericksonc@isd846.org](mailto:ericksonc@isd846.org)

Sincerely,

Corinna Erickson  
K-12 Principal

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## I) General Student Information and School Procedures

### **Absences**

Absences must be called in by a parent/guardian on the day of the absence. Please call the High School before 9:00 am. Messages may also be left on the HS answering machine at any time. **IF YOU ARE GONE FOR A MEDICAL APPOINTMENT, YOU MUST BRING IN A NOTE FROM THE PROVIDER OR YOUR ABSENCE WILL BE UNEXCUSED.**

### **Sign In/Out**

Guardians must communicate with the office before a student is allowed to leave the building during the school day. **When a student leaves or enters the building during the school day, they must stop in the office to sign in or out.**

### **TEAM Time – Time for Extra Access and Meetings**

Students will meet every day (Monday-Friday) with an assigned teacher during TEAM Time. The purpose of this time is to provide students with time during the school day to complete and make up school assignments, student meetings and to enhance their academic/social learning. This time also allows students to sign out to meet with any teacher that they would like as long as it is set up in advance. TEAM Time will allow time for school organizations to meet with groups of students without interrupting the regular school day.

### **School Day and Supervision of Students**

During the school day, all students must have adult supervision. Students will not be permitted in the halls or other unsupervised areas during the school day without a pass from their assigned teacher or a pass from the office. Students in the halls repeatedly without a pass may be subject to disciplinary action.

School day is defined as the time from when a student gets on the bus in the morning or enters school district property by any mode of transportation to the time when a student gets off the bus at the end of the school day or when a student leaves the school grounds by any mode of transportation after the school day or after any school district sponsored activity. Doors #1 and #2 will be opened for students starting at 8:00 a.m. Unless you are here for an early morning activity or class such as Jazz Band, you will not be allowed into the building prior to 8:00 a.m. Students arriving for early morning school activities should enter the building at Door #10 and follow instructions by the supervisors at that time regarding their personal electronic devices.

### **Student Assistance Team (S.A.T.)**

This program deals with the prevention, intervention and follow-up regarding issues, which interferes with the individual student's potential to learn. S.A.T. addresses behaviors and assists in seeking solutions. Communication, self-awareness, problem solving, responsibility, self-discipline, choices, conflict resolution and mediation are some of the skills that S.A.T. will bring to students.

### **Counseling and Guidance Services**

This includes assistance with educational planning, interpretation of test scores, occupational information, career information, school and personal problem resolution. Counseling & guidance services also assist with state & national testing. Lessons are embedded into required classes to ensure that all students receive this curriculum.

### **Psychological Services**

The school provides a psychologist in the area of testing and counseling.

### **Special Education**

Trained staff are available to provide students who have learning, physical, or other handicaps with help and support needed to be successful in high school.

### **Tutoring**

Tutoring is a program to help students who are academically struggling. Counseling and administration can assist students and parents in connecting with tutoring services. These may be available before/after school or during TEAM Time. *Arrangement for this assistance can be made through the counselor's office.*

### **Community Services**

Psychological, family, crisis, chemical dependency, suicide, alternative education, abuse and other issue assistance programs are available. Counseling and administration can assist students and parents in connecting with community services.

### **Medication Authorization (Policy 516)**

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

A Prescription Medication Authorization Form is available from the high school office or on the school website. The form must be filled out, signed, and returned to the school if your child is taking prescription medication that must be given during the school day. All medication will be stored and given by school personnel in the HS office.

### **Opioid Antagonist**

A school district must maintain a supply of opiate antagonists, as defined in section 604A.04, subdivision 1, at each school site to be administered in compliance with section 151.37, subdivision 12. Each school building must have two doses of nasal naloxone available on-site.

### **Armed Service Opt Out – Juniors and Seniors only (Policy 515)**

We are required to release names, addresses and phone numbers of all junior and senior students to the Armed Services. Your child's name will be included on the list unless **an opt out form is returned to the high school office by September 30**. A new form must be filled out yearly. A form is available from the high school office or on the school website.

### **Student Directory Information Opt Out – All students (Policy 515)**

The Breckenridge School District may release student directory information for various purposes. Parents/guardians have a right to opt out of the inclusion of information about the student as directory information, photo/image, and student work. **If you wish to opt out, you must fill out and return an**

**“Opt Out” form to the school no later than September 30 or ten days following the student’s enrollment in the District.** A new form must be filled out yearly. A form is available from the high school office or on the school website.

**If an opt out form is NOT received by the school, we assume that you have granted permission for your child to be included in student directory information & student pictures, videos & student art/work.**

\*\*\*Public disclosure of student directory information may occur in many ways, such as:

- School yearbooks (including photos)
- Team rosters and class lists
- Graduation, theater, athletic and music programs
- Video performances, school activities and athletic events
- Articles about school activities and athletic events
- School honor roll, scholarships and other awards
- Releases to media

### **Publishing of Pictures, Social Media, Videos & Student Art/Work in Schools:**

Photographs of students and school activities may appear in various District materials, including the District’s website ([isd846.org](http://isd846.org)), newsletters, yearbooks, brochures, social media etc. Student work may also be publicized.

Student directory information may include, but is not limited to:

- Student name and address
- Major field of study
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- Honors, awards, & degrees received
- School & grade level
- Previous educational agencies or institutions attended by the student
- Photographs, videos and other similar information

### **Complaints**

Students, parents/guardians, employees, or other persons may report concerns or complaints to the school district. Complaints may be either written or oral. People are encouraged, but not required, to file a written complaint at the building level where appropriate. The appropriate administrator will respond in writing to the complaining party regarding the school district’s response to the complaint.

### **Student Surveys (Policy 520)**

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. For complete information on the rights of parents/guardians and eligible students about conducting surveys, collection, and use of information for marketing purposes, and certain physical examinations, see “Student Surveys” Policy 520. A complete copy of the school district’s “Student Surveys” policy may be obtained at the district office or on the school website.

### **Emergency School Closing**

School may be canceled when the superintendent believes the safety of students and employees is threatened by severe weather or other circumstances. The superintendent will make a decision about

closing school or school buildings as early as possible. The School Messenger System will be used to notify parents of a change in the regularly scheduled school day. Weather related school closings or delays are announced over KBMW radio & TV, KVLV11, WDAY6, KVRR15, KXJB4 and Facebook. Be sure to have your ParentVue contact information updated for these important announcements. Contact the school office if you need assistance getting these notifications.

### **Flexible Learning Days**

The school district will utilize Flexible Learning Days when school is canceled due to weather related emergencies. By law, we are allowed to use up to 5 Flexible Learning Days per school year. Watch for updates and expectations from classroom teachers on those days.

### **Employment Background Checks [\*]**

The school district will seek criminal history background checks for all applicants who receive an offer of employment with the school district. The school district also will seek criminal history background checks for all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether compensation is paid. These positions include, but are not limited to, all athletic coaches, extracurricular academic coaches, assistants, and advisors. The school district may elect to seek criminal history background checks for other volunteers, independent contractors, and student employees.

### **Equal Access to School Facilities**

The school district has created a limited open forum for secondary students to conduct non-curriculum-related meetings during non-instructional time. The school district will not discriminate against or deny equal access or a fair opportunity on the basis of the religious, political, philosophical, or other content of the speech at such meetings. These limited open forum meetings will be voluntary and student initiated; will not be school sponsored; employees or agents of the school will be present at religious meetings only in a non-participatory capacity; the meetings will not interfere with the orderly conduct of educational activities within the school; and non-school persons will not direct, control, or regularly attend activities of student groups. All meetings under this provision must follow the procedures established by the school district.

### **Student Fees**

Materials that are part of the basic educational program are provided with state, federal, and local funds at no charge to a student. Students are expected to provide their own pencils, pens, paper, erasers, notebooks, and other personal items. Students may be required to pay certain other fees or deposits, including (not an inclusive list):

1. School owned musical instruments
2. Combination lock (Refundable at the end of the student's senior year or withdrawal from school)
3. Admission and meals on certain field trips
4. Fan buses
5. Athletic activity participation (which includes individual and family caps)
6. Non-athletic activity participation
7. Classroom projects may have fees or materials required (No waivers available)
8. Drivers Ed including Classroom & Behind-the-Wheel (No waivers available)

**\*\*\*Note: Forms are available in the HS office to apply for waiver of participation fees.**

No pupil's rights or privileges, including the receipt of grades or diplomas may be denied or abridged for nonpayment of fees; but this provision does not prohibit a district from maintaining any action provided by law for the collection of fees authorized by sections 123B.36 and 123B.38. (Minn. Stat. § 123B.37 Subd 2.)

### **Fire Drills/Building Lockdowns**

Fire drills are practiced at random times during the year. When the alarm sounds all students are to follow the directions of the teacher and proceed in an orderly manner to the predetermined exit. The building exit for each classroom is posted in the classroom. Building lock downs are also practiced at random times during the year. These drills should be taken seriously and practiced without incident.

### **Books/Chromebooks & Other school property**

Books, Chromebooks & other school property are provided to students at no cost, other than repair or replacement for lost or damaged property

### **Student Publications and Materials (Policy 512)**

The policy of the school district is to protect students' free speech rights while, at the same time, preserving the district's obligation to provide a learning environment that is free of disruption. All school publications are under the supervision of the building principal and/or sponsor. Non School-sponsored publications may not be distributed without prior approval.

### **Distribution of Non School-Sponsored Materials on School Premises (Policy 505)**

The school district recognizes that students and employees have the right to express themselves on school property. This protection includes distributing nonschool-sponsored material, subject to school district regulations and procedures, at a reasonable time and place and in a reasonable manner. For detailed information, see the complete "Distribution of Non School-Sponsored Materials on School Premises by Students and Employees."

### **School-Sponsored Student Publications (Policy 512)**

The school district may exercise editorial control over the style and content of student expression in school-sponsored publications and activities. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies. Students producing official school publications and participating in school activities will be under the supervision of a faculty advisor and the school principal. "Official school publications" means school newspapers, yearbooks, or material produced in communications, journalism, or other writing classes as part of the curriculum. Expression in an official school publication or school-sponsored activity is prohibited when the material:

- Is obscene to minors;
- Is libelous or slanderous;
- Features any object that may be considered a weapon.
- Advertises or promotes any product or service not permitted for minors by law;
- Encourages students to commit illegal acts or violate school regulations or substantially disrupts the orderly operation of school or school activities;

- Expresses or advocates sexual, racial, or religious harassment or violence or prejudice;
- Is distributed or displayed in violation of time, place, and manner regulations.

Expression in an official school publication or school-sponsored activity is subject to editorial control by the school district over the style and content when the school district's actions are reasonably related to legitimate pedagogical concerns. Official school publications may be distributed at reasonable times and locations.

### **Student Records (Policy 515)**

Student records are classified as public, private, or confidential. State and federal laws protect student records from unauthorized inspection or use and provide parents/guardians and eligible students with certain rights. For the purposes of student records, an "eligible" student is one who is 18 or older or who is enrolled in an institution of post-secondary education. For more complete information on the rights of parents/guardians and eligible students regarding student records, please see Policy 515. A complete copy of the school district's "Protection and Privacy of Pupil Records" policy may be obtained at *the Breckenridge School district office*.

### **Age of Majority (18 Year Old Students)**

MN Statute 120.06 states, "The Board of Education of any school district shall provide free educational services to any person between the ages of 18 and 21 years and may require that person adherence to rules and regulations applicable to students under 18 years of age". At Breckenridge High School, our policy states that **all students, regardless of age, must adhere to the same rules and regulations**. Persons between the ages of 18 and 21 must follow the same regulations as those students under age 18. Students 18 years old and older must provide legal emancipation documentation to the school from the courts in order to be allowed different application of the rules and regulations. For example, the school requires that students 18 years and older must provide parental verification of absences

### **Lockers (Policy 502)**

Students will be assigned to a locker. Students are encouraged to have locks for both regular and locker room lockers. Students may rent a lock from the school for \$7, which may be refunded at the end of the student's senior year or withdrawal from school. Locks may be cut from lockers or the locker room in the event of an emergency.

Lockers are "on loan" from the school to the student. Lockers should be kept clean and neat, both inside and out. Lockers should contain no pictures, posters, etc. that promote or advertise tobacco, alcohol, or drugs. Sexually explicit pictures or messages or other contents that are offensive or in bad taste are not permitted in lockers. The school will not be responsible for lost or stolen property. Students may not "switch" lockers with other students. At no time does the school district relinquish its exclusive control of lockers provided for the convenience of students. Inspection of the interior of lockers may be conducted by school officials for any reason at any time, without notice, without student consent, and without a search warrant.

## **Riding a School Bus**

Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses. The school district is committed to transporting students in a safe and orderly manner. To accomplish this, student riders are expected to follow school district rules for waiting at a school bus stop and rules for riding on a school bus. Decisions regarding a student's ability to ride the bus in connection with co curricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district.

### Rules at the bus stop (Policy #709):

1. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.
2. Respect the property of others while waiting at your bus stop.
3. Keep your arms, legs, and belongings to yourself.
4. Use appropriate language.
5. Stay away from the street, road, or highway when waiting for the bus.
6. Wait until the bus stops before approaching the bus.
7. After getting off the bus, move away from the bus.
8. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
9. No fighting, harassment, intimidation, or horseplay.
10. No use of alcohol, tobacco, or drugs.

### Rules on the bus (Policy #709)

1. Immediately follow the directions of the driver.
2. Sit in your seat facing forward.
3. Talk quietly and use appropriate language.
4. Keep all parts of your body inside the bus.
5. Keep your arms, legs, and belongings to yourself.
6. No fighting, harassment, intimidation, or horseplay.
7. Do not throw any object.
8. No eating, drinking, or use of alcohol, tobacco, or drugs.
9. Do not bring any weapons or dangerous objects on the school bus.
10. Do not damage the school bus.

Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures.

### District Transportation Discipline Policy

The following discipline policy will be used when a student is reported by a driver for failing to obey the transportation rules of conduct:

1. Upon first violation, a conference will take place with the student and school administrator. The transportation director and bus driver may also be a part of this conference. Parents will receive a telephone call and a written report will be documented in ParentVue.

2. Upon second violation, a parent conference will take place with the parent, student, bus driver, transportation director and school administrator in attendance.
3. Upon the third and subsequent violations, the parent will be notified and the student will lose the privilege of riding on the school district's transportation system for one week.

\*Serious misconduct, or discipline problems reported during the last week of school are not subject to the procedural sequence of this policy.

### **Lunch Program (Policies 533 and 534)**

Our school provides healthy meals each day. School breakfast and lunches are free for all students this year, ***BUT...We still need you to complete the Free/Reduced lunch form for your family.*** This is very important as other funding from the state/federal government and grants depend on the number of families that are eligible under those guidelines. Contact either office for details on the lunch application or to pick up an application.

Parents/students are responsible for keeping sufficient funds in their account(s) for second chance breakfast, ala carte, or seconds at lunch. Lunch balances may be monitored on ParentVue and StudentVue. Electronic deposits may be made at the school web store [isd846.org](http://isd846.org) . Electronic deposits must be made before 11:00 AM in order for funds to be available that day.

Students in grades 7 through 10 that leave campus without a parent/guardian during lunch will be subject to disciplinary action. Juniors and Seniors are allowed to leave the building for lunch.

### **Online/College Courses:**

Students who have online courses on their schedule have specific expectations to follow during those periods. All students in grades 9 through 12 are required to stay on campus and in the school building during the specified period on their schedule. In the event that a student is excused, the student would be required to sign out/in at the High School Office. Students required to stay in the building should remain in the Media Center or in a location deemed appropriate by school administration.

Students in grades 11 and 12 may leave campus to attend an in person college class, but students doing so would be required to sign out/in at the High School Office each time they leave the school building. Students will not be allowed to loiter in the parking lots or be on campus unless in a designated area, including the Media Center or other appropriate locations determined by school administration. Students who violate school policies during these specific blocks may be assigned to be in a specific location. Any student in grades 9-12 who is not considered to be in "good standing" in any of their classes may be assigned to a specific location.. Good standing is determined by passing grades in ALL classes, attendance and behavior standards.

### **Working Lunch**

Students who are consistently late with their school work may have a "working lunch" assigned to them. Students will get their lunch and then go to a designated area to get caught up with their homework. This may be assigned by administration.

### **Chromebooks: See Chromebook Procedures and Information Handbook**

Each student in grades 7-12 will have the option to receive a Chromebook for school use. The purpose of the Chromebook is to increase students' productivity in and outside of the classroom, to capitalize on a plethora of educational resources, facilitate mobile learning, and promote leadership in one's own

learning. **The Chromebook is an educational device which is owned by the school district and shall be used as such.** Each student and the parent receiving a Chromebook will be required to sign and complete a user agreement to be kept on file with the tech department.

#### **Chromebook Insurance (Optional)**

Families are encouraged to purchase the following optional insurance coverage from District 846. At a rate of \$25 per year per student (\$65 annual family cap), any and all **accidental damages** will be covered by the policy. Students and families choosing to waive the optional policy would be subject to full repair cost for any damage to a leased chromebook.

- This does not cover Loss, Theft, or Intentional Damage to a chromebook.
- Claims should be filed with the Technology Coordinator within 7 days of the incident.
- Payment can be made on SchoolPay or at the school office between July 1 and October 1 (enrollment deadline) of the applicable year. Families enrolling within the school year must enroll within 2 weeks of their first day of classes.

#### **Electronic, Video, and Communication Devices**

Electronic devices (i.e. cell phones, Smart watches, earbuds, etc.) are allowed in the school building, but must be turned off and stored in the school provided pouch from 8:10 a.m. to 3:25 p.m. Students are prohibited from photographing, recording, or making any electronic record of other students, staff, or visitors without express consent of the individual that is the subject of the recording, photograph, or electronic record. This policy applies to students during the school day, instructional and non-instructional time, or while participating in school events. **All reported violations of this procedure will be handled based upon Policies 413, 514 and 526: Harassment, Bullying and Hazing. It is against school rules to videotape, stream live or take pictures of another student/faculty member or school employee without their knowledge. If such behavior occurs, students will be subject to school discipline.**

#### **Telephone Use**

A telephone for local calls is provided outside the High School office for student use.

#### **Pledge of Allegiance (Policy 531)**

Students will recite the Pledge of Allegiance to the flag of the United States of America weekly. Any person who does not wish to participate in reciting the Pledge of Allegiance for any personal reason may elect not to do so. Students must respect another person's right to make that choice. Students will also receive instruction in the proper etiquette toward, correct display of, and respect for the flag.

#### **Parent Volunteers**

Parents/guardians are welcome in the schools and are encouraged to volunteer in their children's classrooms. To volunteer in the school building or classroom, parents/guardians should contact the building principal. Parents/guardians who visit the school should sign in at the high school office before entering a classroom. For more information, contact the high school office.

## II) Academic and Curriculum Information

### Curriculum and Curriculum Procedures (Policy 606, 616, 618)

#### **Academic Lettering**

Students may qualify for a Breckenridge High School Letter starting with their completion of 10<sup>th</sup> grade. The requirement for an academic letter is to carry a composite Grade Point Average (GPA) of 3.5. Once a letter and lamp are awarded, students may receive a bar for their second and third year of earning a 3.5 GPA. Students who qualify for an academic letter, lamp, or bar will be recognized each year.

#### **Area Learning Center**

The Breckenridge Alternative Learning Center (ALC) is a program designed to support at-risk students in grades 9-12. Our individualized approach addresses academic, social, and emotional needs through smaller class sizes, hands-on learning, and community partnerships. Eligibility for the ALC includes criteria such as academic underperformance, truancy, homelessness, and more. We strive to build strong connections with students and focus on college, career, and life readiness. We invite parents and guardians to partner with us in setting high expectations and encouraging students to develop personal responsibility and self-sufficiency. For more information, contact the ALC Coordinator Jessica Holland at 218-643-6681 or hollandj@isd846.org.

#### **College or Vocational-Technical Visits (Gr. 10,11,12)**

Students are encouraged to make college and vocational school visits. If you use school time for your visits you must use the following procedure:

1. Make an advance appointment with the school admissions office. The guidance and counseling office will assist you with this.
2. Forms and information can be obtained from the counselor.
3. A college or Vocational visit is considered an excused absence.

#### **Communication of Discipline and Grading**

Breckenridge High School will make every effort to communicate effectively and often with parents regarding school issues, especially grading and student progress. We will provide the following:

1. Parent-Teacher conferences scheduled twice each year. Student Showcase Nights are scheduled twice a year.
2. Ineligible Notices every three weeks, for failing or ineligible students.
3. Special Education Staffings.
4. **Academic meetings:** Before a student can fail a quarter or semester course, at least 3 conversations with the parent/guardian need to be given. The 3<sup>rd</sup> communication will be a meeting between students/parent/teacher/counselor and administration. All communication in regards to academics and failure will be documented to meet this guideline.
5. **Discipline/Agency meetings:** If a student is removed from any class 3 times during a semester, a parent/student/teacher and administration meeting will occur after the 3<sup>rd</sup> removal and for every removal after the 3<sup>rd</sup> removal. A discipline/classroom behavior discussion will occur with input from multiple sources.

Return communication from parents / guardians and students that we request, include:

1. Attendance at any meetings in regards to academics or discipline
2. Early notification of planned absences; vacations, working for parents, etc.

3. Phone call notification (643-2694) before 9:00am of unplanned absences; illness, emergency, etc.
4. Homework requests for absent students should be made directly to the teachers by 10:00 am
5. Change of status; address, family changes, multiple addresses, email, etc.

### **ParentVUE/StudentVUE: Breckenridge High School Student Information System**

It is important we have current contact information for all parents/guardians/students. Please review student and family information on ParentVue on the school website at [isd846.org](http://isd846.org) and update information as needed. If you do not have electronic access please contact the office and we will assist you.

Students and parents can login to ParentVue/StudentVue to view many items including: CALENDAR for homework and missing assignments, ATTENDANCE, CLASS SCHEDULE please bring a printed copy the first day of school, DISCIPLINE including incident details and scheduled detention dates, GRADE BOOK for current grades and missing assignments, HEALTH information and immunizations record, SCHOOL INFORMATION for staff email addresses, STUDENT INFORMATION please review and update parent and student information before school starts, LUNCH ACTIVITY and balance. If you have questions or need help logging on, please contact the High School office at 643-2694.

**\*\*\*NOTE: ParentVUE/StudentVue may be disabled if:**

- **Students owe a fee (ex. Activity fee, class fee, band rental, etc.)**
- **Owe lunch money**
- **Have an overdue library book**
- **Have not returned a school uniform, equipment, etc.**

A variety of automatic alerts can be set up to automatically go out to parents through ParentVue. Parents must set up these automatic alerts in their ParentVue account. Alerts can be set up for missing/failing grades, absences, discipline incidents, etc. It will be important to have your email address updated in the system as well so these alerts and other e-mailed information goes to the correct email address. This includes instant alerts for weather related emergencies and other notifications.

### **Excellence in Education Program**

Breckenridge High School recognizes students who achieve academic excellence, combined with good citizenship, leadership, and a respect and concern for others. Each teacher has the opportunity to nominate one or more students per quarter. These students are recognized with a certificate, a reward party or other reward, and an opportunity to win a \$50.00 Savings Bond.

**Graduation Requirements: Policy 613**

All students must attempt 7 credits per year. Credit requirements for graduation are 24 credits (MN graduation credits). All credits include required and elective credits. *For a copy of the graduation requirements for a particular graduating year, contact the High School Office.*

<b>High School Level Courses Required for Graduation</b>		
<b>Subject Area</b>	<b>Credits</b>	<b>Explanation</b>
Language Arts	4	Must be sufficient to satisfy all academic standards in the English language arts.
Math	3.5	Algebra I is required by the end of eighth grade. Algebra II, geometry, statistics and probability, or its equivalent sufficient to satisfy all of the academic standards in mathematics is also required. <i>*** Students <b>who pass</b> the 11th grade MCA-III math test will be credited with an additional .5 math credit towards graduation</i> <i>***Students <u>who do not pass</u> the 11th grade Math MCA-III math test will need to take a Senior Math course unless they have met the 3.5 credit graduation requirement.</i>
Science	3	Must include at least one credit of biology, one credit of chemistry or physics, and one elective credit of science. The combination of credits must be sufficient to satisfy all of the academic standards in either chemistry or physics and all other academic standards in science
Social Studies	3.5	Must include at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies.
Arts	1	Must be sufficient to satisfy all of the state or local academic standards in the arts. A career and technical education course may fulfill an arts credit.
Elective Courses	6.5	

### Minnesota Academic Standards

All students must satisfactorily complete the following required Minnesota Graduation Standards:

Minnesota Academic Standards, English Language Arts K-12
Minnesota Academic Standards, Mathematics K-12
Minnesota Academic Standards, Science K-12
Minnesota Academic Standards, Social Studies K-12
Minnesota Academic Standards, Physical Education K-12
Minnesota Academic Standards or Local Standards, Arts K-12

Academic Standards information can be found on the MDE website at:  
<https://education.mn.gov/mde/dse/stds/>

### School District Required and Elective Standards

All students must satisfactorily complete the following school district required and elective standards:

- Health (0.5 credit)
- Speech (.5 credits)
- Personal Finance (.5 credits)
- Phy Ed (.5 credits)

Students with an individualized education program, Section 504 accommodation plan, or limited English proficiency needs may be eligible for testing accommodations, modifications, and/or exemption. For additional information, see the *high school counselor or high school principal*.

### Recognition at Graduation Ceremony

Breckenridge recognizes graduating students in the form of Summa Cum Laude (Cumulative GPA of 3.90-4.0), Magna Cum Laude (Cumulative GPA of 3.70-3.89) and Cum Laude (Cumulative GPA of 3.50-3.69).

### Class Placement: Policy 607

Students will be placed in grades 9-12 at the beginning of each school year according to credits earned the previous years toward graduation. Classification will be determined according to the following scale:

Freshmen:	5.0 or fewer credits earned
Sophomore:	10.0 or fewer but more than 5.0 credits earned
Junior:	16.5 or fewer but more the 10.0 credits earned
Senior:	17 or more credits earned or be enrolled in courses necessary to produce the total needed to be on track to graduate

**Eligibility for advancement will be made prior to the start of each school year. School administration will communicate to parents and students the status of only those not promoted to the next grade level.**

\*\*\*Any senior who cannot meet the credit requirements for graduation, has not fulfilled required course or classroom expectations, or is not in good standing with the school will not take part in the commencement program.

\*\*\*Breckenridge does not allow students to do "Early Graduation"

### Promotion and Retention

All students are expected to achieve an acceptable level of proficiency. Students who achieve at an acceptable level will be promoted to the next grade level at the completion of the school year. Retention of a student may be considered when professional staff and parents/guardians feel that it is in the best interest of the student. The superintendent's decision will be final. The district has a variety of services to help students succeed in school. For more information, contact the high school counselor or high school principal.

### Grading Scale

Below is the conversion from number to letter grading.

A.....95-100	C..... 73-76
A-.....90-94	C-.....70-72
B+.....87-89	D+.....67-69
B.....83-86	D.....63-66
B-.....80-82	D-.....60-62
C+.....77-79	F..... 59 & below

### Learning Outcomes:

Students will be assessed in the following 5 learner outcomes.

- A. Knowledge and Thinking (Content)
- B. Collaboration
- C. Written Communication
- D. Oral Communication
- E. Agency

**\*\*\*Note:** *At least 10% (or more) of every grade at Breckenridge High School will be in the area of AGENCY. Agency is effort, etiquette and engagement. Faculty will give an AGENCY grade each week*

### GPA

Below is the conversion from letter grade to number on a 4.00 grading scale: This is used to calculate Grade Point Average (GPA)

A .... 4.00	B- ...2.66	D+ ...1.33
A- ... 3.67	C+ ...2.33	D ... 1.00
B+ ...3.33	C .... 2.00	D- ... 0.67
B .... 3.00	C- ...1.66.	F ... 0.00

### Failure of a course: Communication

**Academic meetings:** Before a student can fail a quarter or semester course, at least 3 communications with the parent/guardian need to be given. The 3<sup>rd</sup> communication will be a meeting between students/parent/teacher/counselor and administration. All communication in regards to academics and failure will be documented to meet this guideline.

### **Student Drop/Add of Courses**

1. Students will have four (4) days at the start of each semester/quarter to drop or add classes with administrative approval. Students need to choose and register for classes carefully so that drops/adds are minimal.
2. Any schedule changes following the drop-add period will be subject to administrative, teacher and counselor discretion. Any student who chooses to drop a course after the drop/add deadline will receive a WF on their transcript 0.00 gpa.
- 3. Any student dropping an alternative education classes such ITV, M-State Online, CollegeNow, etc. will assume financial responsibility for dropping that class past the drop date that coincides with those programs. The fees for these courses vary depending on the program.**

### **Honor Roll Requirements**

1. Students must be enrolled in a minimum of seven Breckenridge High School classes to be on the honor roll, regardless of your grade point average.
2. The courses that do not have honor roll status are: Work Internship, Service Learning, Media Aide, ESL, Transitions, Drivers Ed, Jazz Band, and Swing Choir.
3. Students enrolled in PSEO or M-State College Online classes are unable to have those courses included in the Honor Roll calculations.
4. Honor Roll qualifications are as follows: A Honor Roll is 4.00 - 3.67 (**No F's, D's, I's**) B Honor Roll is 3.66 - 3.00, (**(No F's, D's, I's)**)
5. Any student with an incomplete (I) at the end of the quarter cannot earn honor roll status for that quarter.
6. Students that transfer to Breckenridge High School must be full-time students for a period of three (3) consecutive semesters in order to be eligible for any graduation honors. Consideration will be given to students that do not meet this transfer requirement at the discretion of the administration.

### **Incomplete Grade**

Any instructor may give an INCOMPLETE to a student at the end of the grading period. **Students will have 8 school days to make-up INCOMPLETE work. INCOMPLETE work is determined by the instructor and can be given for any academic reason.**

1. Any students with an incomplete (I) at the end of the quarter cannot earn honor roll status for that quarter. **Students that have a participation fee due at the end of the quarter will be given an incomplete.** An incomplete becomes an F (failure) 8 days after the end of a quarter, including the end of the school year. In the case of an extended illness or family emergency, this 8 day period may be extended through agreement between teacher and administration.

### **Ineligibility and Failure Policy in Handbook**

As a public educational facility, our primary goal is to provide a strong academic and learning environment to all our students. We want all our students to experience the varied curriculums and attitudes inherent with that strong learning environment. A secondary goal is to provide as many students as possible with the exposure to and participation in a variety of extracurricular activities. Activities are an important addition to the school's curriculum; moreover, the two programs must be mutually supportive. An essential belief is that extracurricular activities are secondary to the academic programs. As such, failure in academics results in ineligibility in ALL extracurricular activities including all MSHSL activities for those

### **7th-12th Grade Students.**

1. At the start of each quarter, teachers will submit names of students who are failing after three weeks.

2. Thereafter, throughout the quarter, teachers will submit student failures to the office in three week intervals.
3. A students with one or more failing grades in a class are ineligible to participate in activities for a minimum of one game. This does not include practices. Students are not allowed to be dismissed early from school to travel with a team if they are ineligible. Students are required to work with teachers to raise their grades or the failure will result in a one week penalty. Failures will carry over to next activity for a minimum of a one game suspension.
4. Teachers must report all failures no later than 10:00 am on Tuesday following the reporting week.
5. A master list of students on the fail list will be sent out to teachers and coaches from the office.
6. Students will be informed immediately of their ineligibility. It is the responsibility of the student to contact the teacher. Teachers will provide input on reason(s) for failure and suggestions for change.
7. Teachers, coaches, and the activities director will communicate on to determine if an ineligible student has become eligible or remains ineligible.
8. Teachers will try to provide students with a reasonable opportunity to become eligible during their first week of ineligibility.
9. All grades should be computed from the beginning of the quarter and reflect a composite of the student's progress.
10. Failure is a grade below 59.9.
11. One or more failures at the end of a grading period will make a student ineligible. This includes failures in the 4th Quarter, which will make a student ineligible in the fall. Also included is any "F" at the end of any grading period which will carry over to a 1 game/event suspension at any point of the year.
  - 1 "F" = 1 game/event suspension
  - 4 "F" = 1 game/event suspension
- 12. Non-Student Athletes** failing could miss 1 full week of events; which may include Homecoming, Snowball, Prom, and Field Trips. This will be at the Principal's discretion.

### **Academic Integrity Policy**

We uphold the highest standards of academic integrity. Academic dishonesty, including cheating, plagiarism, and the misuse of artificial intelligence (AI) tools, undermines the values of our educational community. It is essential for all students to adhere to these principles to maintain a fair and honest learning environment.

#### Cheating

Cheating is defined as any attempt to gain an unfair advantage in an academic setting.

This includes, but is not limited to:

- Copying from another student during an exam or quiz.
- Using unauthorized materials or devices during an exam.
- Submitting work that is not your own.
- Providing or receiving unauthorized assistance on assignments or exams.

#### Plagiarism

Plagiarism involves presenting someone else's work or ideas as your own without proper attribution. This includes:

- Copying text from books, articles, websites, or other sources without citing them.
- Paraphrasing someone else's ideas without acknowledgment.

- Submitting a paper or project that has been written by someone else.

#### Use of AI Tools

While AI tools can be valuable resources, their use must align with the guidelines set forth by your teacher or syllabus. Inappropriate use of AI tools includes:

- Allowing AI to generate content that you present as your own original work.
- Using AI to complete assignments or exams without explicit permission from your teacher.
- Submitting AI-generated work without proper disclosure or citation as required by your teacher.

#### Adherence to Instructions

Students are expected to follow all instructions provided by their teachers and outlined in the course syllabus regarding the use of resources, including AI tools. If you are uncertain about what is permissible, it is your responsibility to seek clarification from your teacher.

#### Consequences

Violations of this academic integrity policy will result in disciplinary actions, which may include:

- Receiving a failing grade for the assignment or exam.
- Notification of parents or guardians.
- Referral to the administration for further disciplinary measures.

The 7-12 English department will have students sign the “Academic Ethics/Academic Honesty” statement. By upholding these standards, we can ensure a learning environment that promotes honesty, fairness, and respect for all members of our school community.

#### **Homework**

Homework assignments are made by the teachers. The amount of homework varies by teacher and subject area. The school district asks for parents/guardians to encourage their child(ren) to complete homework thoroughly and promptly. **Students and Parents should review the teacher syllabus for homework expectations.**

#### **Summer School**

The school district may provide summer school learning opportunities. **Summer school opportunities will be for students who failed a course in grades 7-12 or are in need of credits to graduate.** For more information, contact the high school counselor or principal.

#### **Post-Secondary Enrollment Options**

10th, 11th or 12th grade students may apply to enroll in Post-Secondary Enrollment Options (PSEO) and other advanced enrichment programs. General information about the PSEO program will be provided to all eighth, ninth, tenth, and eleventh grade students upon request. Qualifying credits granted to a student through a PSEO course or program that meets or exceeds a graduation standard or requirement will be counted toward graduation and credit requirements of the state academic standards. Interested students must fill out an application form and submit it to the **high school counselor** by October 30 or May 30 for enrollment the following semester. The application form must be signed by the student and his/her parent

or guardian. Students wishing to take a PSEO course should contact **the high school counselor or high school principal**.

### **Post-Secondary Enrollment Options (PSEO) Program including College in the Schools (CIS)**

Per Minnesota Statute, Students in grades 10, 11 and 12 are eligible to take select classes at post-secondary institutions. Any student interested should contact the counselor for details by October 30 or May 30 of the preceding semester. Students need to have a pre-qualified GPA to be able to enroll in PSEO/CIS courses.

The following policy has been adopted by the school board;

<b>College Credits</b>	<b>Breckenridge HS credits</b>
1	.250
2	.500
3	.750
4	1.00
5	1.25

A student may wish to have their post-secondary institution send a transcript to Breckenridge High school to receive graduation credit. Credits earned under the Post-Secondary Enrollment Options program will be equated with high school credit according to guidelines presented in M.S. 123.3514 Post Secondary Enrollment Options Act, subd. 5 Credit. All students taking advantage of this program will be given a copy of this policy prior to their enrollment in the post-secondary institution.

**\*\* College credit may be denied in college courses if a student has exceeded 5 absences from that class in a semester.** Students may still receive high school credit if they don't exceed 10 absences. Students taking PSEO/CIS courses are limited to a maximum amount of credits per semester.

**\*\*\*Note: Students may take any class as Pass / Fail. A "P" on the transcript will be counted as a 2.0 in the cumulative GPA. An "F" on the transcript will be counted as 0.0 on the cumulative GPA. This also includes all concurrent enrollment courses (PSEO / CIS), correspondence, online and other courses offered at BHS. Excluded are Teaching Assistant (TA), Student Volunteer, and specific Music Lesson / Ensembles grades . Students who opt to take PSEO/CIS classes on a Pass / Fail basis may submit an appeal in writing to the Principal or Counselor requesting that one (1) course per semester be counted for credit only but not counted towards their cumulative GPA. \*\*\*All PSEO /CIS courses are included on the high school transcript according to MN Statute. (MS 123.3514)**

**Education's Postsecondary Enrollment Options (PSEO) webpage:**  
<https://education.mn.gov/mde/fam/dual/pseo/>

### **National Honor Society**

NHS is the highest honor for students in high schools across the country. To be eligible for election to the Breckenridge Chapter of the NHS, you must be a junior or senior, with a 3.5 GPA at the end of the fifth or seventh semester. In addition to this scholarship criterion for membership, the selection committee considers the attributes of leadership, service, and character. An awards ceremony is conducted each spring.

### **Student Records**

Student records are classified as public, private, or confidential. State and federal laws protect student records from unauthorized inspection or use and provide parents/guardians and eligible students with certain rights. For the purposes of student records, an "eligible" student is one who is 18 or older or who is enrolled in an institution of post-secondary education. For more information on the rights of parents/guardians and eligible students regarding student records, see "Student Records" (Appendix 3). A complete copy of the school district's "Protection and Privacy of Pupil Records" policy may be obtained at the district office or on the school website.

## Testing

The following are important state and national tests that students are required to take or are recommended for students to take at Breckenridge High School.

- ACT, PSAT/NMSQT, Pre-ACT, and ASVAB
- MCA Testing: Reading(7,8,10), Math(7,8,11), & Science(8,10)
- Minnesota Civics Test

## MCA Opt out form

Parents/Guardians may choose not to have their student take the MCA exams. The test out form can be filled out at the website below or see the attached document at the end of the handbook.

- [2024-25 Participation Guide and Refusal Information.form RE\\_ \(2\).pdf](#)

## III) Attendance

### Purpose

The Breckenridge School Board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent(s)/guardian(s), teacher(s) and administrators. This policy will assist students in attending class.

### Google Classroom

At Breckenridge High School, teachers use Google classroom for their classroom setup. Assignments, homework, materials and videos are used to assess student learning. At any time, students and parents/guardians can and should access google classroom for any school work or classroom materials.

### Responsibilities

**1. Student's Responsibility** - It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

**2. Parent or Guardian's Responsibility** - It is the responsibility of the student's parent(s)/guardian(s) to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise. Parents(s)/guardian(s) must contact the school on the day of the student's absence no later than 9:00 a.m. Messages may be left on the school voicemail if necessary. Requests for homework must also be made prior to 10:00 a.m.

**3. Teacher's Responsibility** - It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent(s)/guardian(s) and the student to solve any attendance problems that may arise.

**4. Administrator's Responsibility** - It is the administrator's responsibility to require students to attend all assigned classes. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent(s)/guardian(s) of the student's attendance and to work cooperatively with them and the student to solve attendance problems.

#### **Excused Absences**

To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. The following reasons are valid and should be used by parents and students as guidelines:

1. Illness of the student.
2. Serious illness or death of a member of the student's immediate family. Immediate family includes parents, siblings, and grandparents.
3. Serious illness or death of a member of the student's family or close family friend.
4. Medical, dental, driving tests, court, and counselor appointments. **IF YOU ARE GONE FOR AN APPOINTMENT, YOU MUST BRING IN A NOTE FROM THE PROVIDER OR YOUR ABSENCE WILL BE UNEXCUSED.**
5. School sponsored activities.
6. Post Secondary Visits. Visits require a "School Visit Pre-Approval" form to be excused.
7. Work to help parents only when necessary.
8. Severe weather conditions, according to the merits of the case.
9. Family Vacations.
10. Religious Instruction

**Unexcused Absences: \*\*\*All other reasons for absences will be deemed an Unexcused Absence.**

**IF YOU ARE GONE FOR AN APPOINTMENT, YOU MUST BRING IN A NOTE FROM THE PROVIDER OR YOUR ABSENCE WILL BE UNEXCUSED.**

#### **Truancy**

(This includes Flex learning days, Edmentum and any college class off-campus)

Absence from school without parent's/guardian's or school's permission is truancy. The violation will result in the assignment of detention. When a student reaches seven (7) unexcused absences per class period, students under the age of 18 will be reported to the Wilkin County Attorney and Wilkin County Family Services. Students under the age of 18 will be classified as being Habitually Truant unless lawfully withdrawn from school. A student is responsible for making up the missing assignments, but their agency score may be affected due to their truancy. Repeated truancy will result in loss of credit for missed class(es).

Excessive excused absences also affect a student's ability to perform well in school and develop healthy attendance practices as an adult in the workplace. Students that have 10 excused absences will be sent a warning letter. An Educational Truancy/Neglect warning letter will be sent when a student 10 excused absences. A conference with administration, parents, and social services will be held to determine a

solution for the absences. Students that reach 15 excused absences will be reported to the Wilkin County Attorney for Educational Truancy/Neglect.

In accordance with the Minnesota Compulsory Instruction Law, Minn. Stat. 120A.22, the students of the school district are REQUIRED to attend all classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

### **Tardy to Class**

(This includes Flex learning days and Edmentum)

Students are expected to be in class when the hour begins. Promptness and time management are important components to an education. To help create a climate of punctuality and help each teacher better manage their classes, Breckenridge High School employs the following tardy policy:

- Tardies accumulate per quarter per period.
- On the third tardy in one period, **one hour of detention will be assigned, and for every tardy thereafter.**
- Students that are in class or have signed in the office within 5 minutes of the start of the class are considered tardy. Otherwise it will count as an unexcused absence.+-
- Students coming to school following a partial day illness must be on time for their next class.

### **Make-Up Work**

1. Students who have been absent from school have twice the length of time missed to make up daily work or tests assigned while the student was absent (1 day=2 days). At the end of the allotted time, the teacher at her/his own discretion will award either a letter grade or give an incomplete for the assignment. An assignment not turned in by the end of the allotted time may result in an "F".
2. In the cases of both excused and unexcused absences, the teacher may assign different or additional materials to cover the material missed during the absence.
3. Assignments made while students are in attendance should be turned in on time. Example: if an assignment is made on Wednesday for Monday and the student is absent on Friday, the assignment is still due on Monday.
4. In the case of unexcused absences including truancy, the teacher may choose not to award credit for the work missed during the absence.
5. Students that know about absences in advance, i.e. vacations, appointments, school activities or other school events, etc. shall be responsible to get the homework in advance and have it completed upon their return to school. This includes tests, quizzes, papers, projects, etc.

### **Leaving the School Building**

Students who need to leave the school at any time during the course of the school day must secure a leave school permit from the High School Office. When leaving the building, parents/guardians/students must complete the following:

1. A parent/guardian must notify the school the student is to leave.
2. The student is responsible for getting a permission slip to leave class and the building.

3. The student or the parent/guardian must sign out in the High School Office.
4. The student is responsible for attaining and turning in any verification needed.
5. Students must return to school and class in a timely manner.
6. The student or the parent/guardian must sign in in the High School Office.

\*\*\*This policy also applies to the noon hour if the student will not be returning for afternoon classes. Should a student leave school for lunch and suddenly becomes ill and is unable to return to school after lunch, the parent must contact the high school office immediately. Afternoon leave school permits will not be issued without verbal contact with the student's parent/guardian. Written notes from parents or guardians will be accepted the following day. **In order to participate in all after school extra-curricular activities, students must attend class all day unless they have an appointment or absence cleared through the High School Office.**

## IV) Activities

### Student Eligibility

**\*\*\*Note: This includes Flex Learning days, Edmentum and any College classes on & off-campus**

When a student enrolls in an activity at Breckenridge High School, the student is under the jurisdiction of the Minnesota State High School League (MSHSL) and Breckenridge High School activity policies and regulations. It is the responsibility of the participant in a league-sponsored event to know the requirements to participate and to remain in participation. It is your right to have a coach, advisor, or director explain the requirements to you. Thereafter, lack of knowledge is no defense; you verify this through your signed statement, which is on file with the activities director. A Middle School student who is selected to be on a high school team would also be under the same jurisdictions.

Activities are an important part of the educational process. Teamwork, togetherness, commitment, work ethic, time management, and follow-through can be learned as effectively in football, softball, drama, speech, or mathletes as they can be learned in the classroom.

Eligibility to compete in activities can be maintained by doing your best in the classroom, (**See Academic section for school policy on academic ineligibility**), being a good citizen, remembering that you represent Breckenridge High School, by training effectively, and avoiding illegal and/or controlled substances. A student shall not at any time, regardless of the quantity:

- Use, consume, or have in possession a beverage containing alcohol;
- Use, consume, or have in possession tobacco; or,
- Use, consume, or have in possession, buy, sell, or give away any other controlled substance or drug paraphernalia.

Students who are in Category I and Category II activities will receive penalties as set forth below for violations of this policy or for conduct unbecoming the team.

### Penalties -Category I

1. First Violation: After confirmation of the first violation, the student shall lose eligibility for the next two (2) consecutive interscholastic contests or two (2) weeks of a season in which the student is a participant, whichever is greater. No exception is permitted for a student who becomes a participant in a treatment program.

2. Second Violation: After confirmation of the second violation, the student shall lose eligibility for the next six (6) consecutive interscholastic contests in which the student is a participant for three (3) weeks, whichever is greater. No exception is permitted for a student who becomes a participant in a treatment program.
3. Third and Subsequent Violations: After confirmation of the third or subsequent violations, the student shall lose eligibility for the next twelve (12) consecutive interscholastic contests in which the student is a participant or four (4) weeks, whichever is greater. If after the third or subsequent violations, the student has been assessed to be chemically dependent and the student on her/his own volition becomes a participant in a chemical dependency program or treatment program, then the student may be certified for reinstatement in MSHSL activities after a minimum period of six (6) weeks. Such certification must be issued by the director or a counselor of a chemical dependency treatment center.
4. Penalties are progressive and consecutive.
5. **Denial Disqualification: A student shall be disqualified from all interscholastic athletics for nine (9) additional weeks beyond the student's original period of ineligibility when the student denies violation of the rule, is allowed to participate and then is subsequently found guilty of the violation.**

#### Penalties - Category II

1. First Violation: After confirmation of the first violation, the student shall lose eligibility for 10 school days in session. No exception is permitted for a student who becomes a participant in a treatment program.
2. Second Violation: After confirmation of the second violation, the student shall lose eligibility for 15 school days in session. No exception is permitted for a student who becomes a participant in a treatment program.
3. Third and Subsequent Violations: After confirmation of the third or subsequent violations, the student shall lose eligibility for 20 school days in session. If after the third or subsequent violations, the student has been assessed to be chemically dependent and the student on her/his own volition becomes a participant in a chemical dependency program or treatment program, then the student may be certified for reinstatement in MSHSL activities after a minimum period of six (6) weeks. Such certification must be issued by the director or a counselor of a chemical dependency treatment center.
4. Penalties are progressive and consecutive.
5. **Denial Disqualification: A student shall be disqualified from all interscholastic athletics for nine (9) additional weeks beyond the student's original period of ineligibility when the student denies violation of the rule, is allowed to participate and then is subsequently found guilty of the violation.**

If it is unclear whether a particular activity falls within Category I or Category II above, the Superintendent of Schools shall make the determination. The penalties above are not negotiable. A complete copy of the Minnesota State High School League Rules can be found on the Minnesota State High School League website, in the District Office and the Principal's Office.

#### **Absences and Activities**

An absence on the day of an activity will result in ineligibility to participate as part of the activity that day or evening. This does not relate to absences such as appointments (medical, dental, counselor, legal, driving tests), funerals, religious instruction, or absences that have prior approval by the principal. Also, any unexcused absence for the day (or any part of the day) of an activity will result in ineligibility for that day's activity. This would include unexcused absences for missed school, unverified medical appointments.

### **Student Code of Responsibilities**

As a student participating in my school's interscholastic activities, I understand and accept the following responsibilities:

- I will respect the rights and beliefs of others and will treat others with courtesy and consideration.
- I will be fully responsible for my own actions and the consequences of my actions.
- I will respect the property of others.
- I will respect and obey the rules of my school and the laws of my community, state, and country.
- I will show respect to those who are responsible for enforcing the rules of my school and the laws of my community, state, and country.

A student whose character or conduct violates the Student Code of Responsibilities is not in good standing and is ineligible for a period of time as determined by school administration.

### **District Sponsored Activity Offerings**

Football, Volleyball, Cross Country, Basketball, Gymnastics, Swimming, Hockey, Wrestling, Cheerleading, Mathletes, Drama Club, Knowledge Bowl, Student Council, National Honor Society, Concert/Pep/Jazz Band, Concert/Swing Choir, Speech, Lettermen Club, Baseball, Softball, Track, Golf, One Act Play, Peer Mentors, Close Up

### **Independently Sponsored Activity Offerings (tentative)**

Robotics, Big Shots Trap Team, Fishing Team, Dance, SADD, DECA

## V) Rules and Discipline

**\*\*\*ALL School rules and discipline may/can be left up to the discretion of the building administration or designee. School rules and discipline are used as a guide for expectations at Breckenridge high school .School administration reserves the right to increase, decrease or modify disciplinary decisions based upon their undo discretion.**

### **Expected Behaviors at Breckenridge (This includes Virtual and/or Distance Learning)**

Each of your teachers will discuss and explain their expectations for you in their classroom. We feel that the higher our expectations, the greater the opportunity for you to be successful. This involves both expectations of behavior and expectations of learning and growing as a student and a person. We expect to have an educational environment for all our students. We expect all our students to feel safe, cared about, and aware that as a school and as teachers, we have no greater concern than your welfare as a student and as a person. The following general guidelines will help ensure that our school can best function to the advantage of all students and staff.

1. Read the Student handbook
2. Be present in classes daily.
3. Be in class on time.
4. Be prepared for class.
5. Bring all required materials to class; books, chromebook, pencils, gym clothes, etc.
6. Be attentive to class activities.
7. Participate in your classes.
8. Make an effort every day to be successful.
9. Show respect; do not engage in activities that disturb learning opportunities for others.
10. Follow the directions of teachers and other adults.

11. Help keep the classrooms and the school neat.
12. Take care of school property.
13. Know the laws of our Nation, State, and Community, and follow them.
14. Respect yourself and be proud to be a Cowboy/Cowgirl.
15. Be serious about school while you enjoy yourself and have fun, but never at the expense of others.

A principle of American Democracy is that the price of freedom is constant vigilance. Freedom is precious and it is worth watching over, and it is the obligation of every citizen to protect our shared freedoms. An important part of the preservation of freedom is the establishment of a set of rules that govern. Rules, to some, may restrict freedom, but, to most, rules allow freedom to exist. While one person may believe that the rules that restrict his freedom to drive a car fast and recklessly are his loss of personal freedom; in actuality, such a law is in place for all of us to enjoy the freedom to travel safely on the roads. School rules are of such a nature. They are put in place to insure the freedom of the majority to learn and grow.

School rules are put in place to allow our students the freedom to seek and gain an education, an education that will give each of us, in turn, the freedom to pursue the kind of life that will fulfill each of us and make us happy. Most school rules are nothing more than the logical extension of our National, State, and Community laws. In some cases, we have special rules; rules that are put in place to provide a safe, orderly, and academic environment for our students and adult staff. Students need to respect and support the bottom line--the rules that protect us from improper, unacceptable, or intolerable behavior. School rules and disciplinary consequences apply to the "school day"; this includes busing and school events. In addition to the Breckenridge High School code of conduct, school events are governed by the Heart of Lakes Sportsmanship manual, which has been approved by the school board of Breckenridge High School.

#### **Cell Phones and other Devices**

The use of cell phones and other electronic devices or any other items that interfere with classroom instruction are prohibited. These items affect concentration and the ability to maintain a classroom environment conducive towards learning. Any and all electronic devices personally owned that are not turned off and stored in the school assigned pouch will be confiscated and will be held in the office until a parent/guardian picks it up.

- Students will enter door #1 or #2 starting at 8:00 when their devices will be placed in their pouch.
- Before school activities will come through door #10 and will receive instruction on locking up their items at that time.

#### **Earbuds/Headphones in the Classroom:**

Students shall not use personal wireless earbuds/headphones in the classroom. Students are asked to purchase wired headphones for classroom use.

#### **Technology Use (This includes Flex learning days, Edmentum and college classes off-campus)**

Students of Breckenridge Public School will have access to technology with internet capabilities. With this privilege come certain responsibilities. Any student that uses school district technology for inappropriate use will be subject to disciplinary action. Before students may use school district technology the student and parent will be required to fill out the "Student/Parent Technology Use Agreement" and return it to the HS office.

## **Dress Code: Policy 504 (This includes Flex learning and Edmentum)**

### **■ Policy 504 Student Dress and Appearance**

Students are encouraged to be dressed appropriately for school activities and in keeping with community standards. A student's clothing or appearance may not materially and substantially disrupt or interfere with the educational mission, school environment, classwork, or school activities. A student's dress or appearance may not incite or contribute to substantial disorder or invasion of the rights of others or pose a threat to the health or safety of the student or others.

Students' rights to choose their dress and appearance for school and school-related activities will be protected provided that the clothing:

- does not injure people or damage property;
- does not materially and substantially disrupt or interfere with the educational process or classwork;
- does not interfere with the requirements of discipline in the operation of the school or school activities, materially disrupt classwork;
- does not involve substantial disorder or invasion of the rights of others.

Appropriate clothing includes, but is not limited to, the following:

- Clothing appropriate for the weather.
- Clothing that does not create a health or safety hazard.
- Clothing appropriate for the activity (i.e., physical education or the classroom).
- Footwear that does not present a safety hazard.

Inappropriate clothing includes, but is not limited to, the following:

- Disruptive to the normal operation of a classroom.
- Clothing or shoes must not be such as to cause damage to school property (for example: steel cleats on shoes).
- Clothing (including emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry) bearing a message that is lewd, vulgar, obscene, libelous, or denigrates, harasses, discriminates against others on the basis of protected class status under the Minnesota Human Rights Act, or violates school district policies prohibiting discrimination, violence, harassment, or other harmful activities.
- Apparel promoting products or activities that are illegal for use by minors.
- Communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in Policy 413.
- Students must wear shoes at all times while attending school.
- Students are not allowed to carry backpacks with them throughout the school day.

If the administration or staff member believes a student's appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities or poses a threat to the health or safety of the student or others, the student will be directed to make modifications.

### **Professional Dress Days:**

It is an expectation that students and facilitators dress "up" for presentations, interviews, and other business and community meetings as requested. We believe professional dress is an important professional component of our learning environment. Because students work hard to produce their end products, the dress they showcase when they present should be at a high level of professionalism. It is our desire to have a sense of unified school spirit that focuses on the importance of professional culture, as we believe professional dress is an aspect of the work world for which practice is important. We also know that professional dress helps establish an

air of confidence, and on presentation day, confidence and a positive attitude are extremely important.

The purpose of the example is not meant to limit dress-wear, simply to provide some foundational ideas. Items of professional dress can be found in multiple locations throughout Breckenridge. If, at any time, professional dress presents a financial concern, please call the school and speak to the school counselor or administration.

## **Discipline**

### **(This includes Virtual School and/or Distance Learning)**

When corrective actions taken by the classroom teacher have failed or the rule infraction is of serious nature, the incident shall be referred to the Principal or Dean of Students for investigation and action. The severity of the consequences applied by the principal depends on two factors: 1) the seriousness of the offense, 2) the previous disciplinary record of the student.

### Structured Detention

Structured detention is earned by those who choose to violate school rules or policy, misbehaves, or is unexcused from school. Students will be issued notification of their detention during school hours. Failure to serve or be admitted to the assigned detention on or before the assigned date will result in further discipline. Students absent from school the day of their detention will be responsible to make up for their detention.

### Suspension

Suspension is earned and assigned for students that choose to violate school rules or policy, misbehave, or choose to not fulfill obligations of detention. Suspension can be in-school or out of school at the discretion of the administration. Suspensions do not count against the school's attendance policy. Lunch deliveries to students on ISS are not permitted. Students on ISS should bring a lunch or eat the school's hot lunch. Students absent from school the day of their suspension will be responsible to make up their suspension on the next available day they are in school. Suspension will be held at the high school on a schedule to be determined.

## **Fundamental Authority for the Regulation of Student Behavior (121.45, NED)**

### 121A.45 GROUNDS FOR DISMISSAL.

- Subdivision 1. Provision of alternative programs.
  - “No school shall dismiss any pupil without attempting to use non-exclusionary disciplinary policies and practices ( [Non-Exclusionary-Interventions-Guide.pdf](#) ) before dismissal proceedings or pupil withdrawal agreements, except where it appears that the pupil will create an immediate and substantial danger to self or to surrounding persons or property.”
- Subd. 2. Grounds for dismissal.
  - A pupil may be dismissed on any of the following grounds:
  - (a) willful violation of any reasonable school board regulation. Such regulation must be clear and definite to provide notice to pupils that they must conform their conduct to its requirements;
  - (b) 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
  - (c) willful conduct that endangers the pupil or other pupils, or surrounding persons, including school district employees, or property of the school.

### Suspension Procedures

1. While serving in-school suspension (ISS), a student will be assigned to a designated area. Except when the infraction is serious enough to warrant a level six consequence, or when the student's presence in the building poses a threat to the health and safety of the other students, staff or the operation of the school. All other rules pertaining to conduct in designated areas are applicable.
  - a. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony will be mailed to the parent. A conference to discuss the incident may be required in certain circumstances.
2. A student serving out of school suspension (OSS) must remain off of school property. An OSS student is not allowed to attend extra-curricular events or use any of the facilities on the days of suspension including the day of and all assigned days.
  - a. A school administrator shall prepare and enforce an admission plan for any pupil who is excluded or expelled from school. The plan may include measures to improve the pupil's behavior, including completing a character education program, consistent with section 120B.232, subdivision 1, and require parental involvement in the admission or readmission process, and may indicate the consequences to the pupil of not improving the pupil's behavior.
  - b. In the event a student is suspended without an informal administrative conference on the grounds that the pupil will create an immediate and substantial danger to persons or property around him or her; the written notice shall be served either personally or by certified mail upon the pupil and his or her parent or guardian within 48 hours of the suspension.
3. No suspension from school shall be imposed without an informal administrative conference with the pupil, except where it appears that the pupil will create an immediate and substantial danger to him/herself or to property around the student.

### Disciplinary Infractions and Consequences

**\*\*\*ALL School rules and discipline may/can be left up to the discretion of the building administration or designee. School rules and discipline are used as a guide for expectations at Breckenridge high school. School administration reserves the right to increase, decrease or modify disciplinary decisions based upon their undo discretion.**

Breckenridge Secondary Behavior Flow Chart



# Breckenridge Secondary Behavior Flow Chart

*Breckenridge Pride...Inspiring to Excel*



Ongoing teaching and strategies to encourage appropriate behavior and building of relationships:

- Promote Breckenridge Pride
- Proactively Teach Behavior Expectations
- Specific Praise
- Preventative Prompts
- Individual Reinforcers
- Collaborative Problem Solving - teach lagging thinking skills.

**Inappropriate Behavior Occurs**

**Breckenridge Core Values:**  
Empathy  
Integrity  
Respect  
Responsibility

Interventions

**Tier 1**

**Non-Exclusionary Discipline Examples:**

Positive reinforcement  
Reteach/Restate expectations  
Individual, private conference  
Seating change  
Proximity  
Redirection  
Ignore  
Individual behavior plan

1) Document as a MINOR in Synergy.  
2) Habitual MINORS - Parents will be contacted by teacher.  
3) Document a habitual MINOR as a MAJOR.

**Staff (Minor)**

- Dress Code
- Inappropriate Language/Swearing
- Inappropriate Chromebook usage
- Insubordination
- Disrespect to Staff (Failure to comply, Lack of engagement, Apathy)
- Leaving class
- Hallway Disruptions
- Cheating/Academic Dishonesty (daily work)
- Classroom Disruptions

**Administration (Major)**

- Harassment (sexual/verbal/physical)
- Personal Device Violation
- Habitual minors
- Bullying
- Physical altercations
- Student/Staff Safety
- Social Media violations
- Alcohol/Drugs/Vaping
- Weapons
- Theft
- Vandalism
- Cheating/Academic Dishonesty (major assign. or test)

**Tier 2**

**Next Steps:**

- 1) Document as MAJOR in Synergy
- 2) Collaborative Problem Solving
- 3) Restitution or Restorative Justice may include a Structured Detention

**Tier 3**

Possible referral to T.A.T for further review, interventions, and assessment.

**Steps to Specific Error Correction**

1. Respectfully address the student
2. Describe the inappropriate behavior
3. Describe expected behavior
  - a. Tie into Breck Pride
4. Redirect back to appropriate behavior
  - a. Have student practice desired behavior

*Note: Do this privately if at all possible*

**Tips for a Great Day!**

- Remind students of Breckenridge Pride
- Reinforce students frequently for meeting expectations (4 positives to 1 correction)
- Hold students accountable for not meeting expectations (privately)
- Celebrate successes!

Questions? Reach out to Mrs. Erickson or Mr. Christensen

### **Homophobic and Racial Harassment and Abusive Language**

Breckenridge School District does not accept racial and sexual harassment or derogatory/inflammatory language or actions directed at anyone in Breckenridge schools. The use of racial, homophobic, derogatory or insulting language at Breckenridge or on social media will not be accepted.

### **Reporting Procedures**

**-Students, parents/guardians and/or community members are encouraged to report via verbal, email, written or any other communication if racial or other derogatory language has been used.**

## **VI) Health and Safety**

### **Safety, Security, and Doors**

The High School limits daily school entrance accessibility to Door #2 during school hours. Students should never allow anyone to come in a locked school door at any time. Outside doors should never be propped open to gain access at a later time. Video cameras have been installed both inside and outside the building. The district will also conduct canine searches of the building and parking lots throughout the school year. Students are subject to disciplinary consequence for any illegal substances, alcohol, ammunition, narcotics, tobacco, or weapons that are found on school property or in the student's possession.

### **Menstrual Products**

In accordance with Minnesota state law, our school provides free menstrual products to all students who need them. Our goal is to ensure that every student has access to the necessary resources to support their health and well-being during the school day. If you have any questions or need assistance locating these products, please do not hesitate to inquire in the school office.

### **Visitors**

**ALL visitors must sign in at the school office upon arrival in the building.** ALL visitors will be required to visibly show a VISITORS badge while they are in the building. No visitors are allowed to be with students during the school day unless it is a classroom assignment, class presentation or by administrative discretion.

### **Searches**

In the interest of student safety and to ensure that schools are drug free, district authorities may conduct searches. Students violate school policy when they carry contraband on their person or in their personal possessions or store contraband in desks, lockers, or vehicles parked on school property. "Contraband" means any unauthorized item, the possession of which is prohibited by school district policy and/or law. If a search yields contraband, school officials will seize the item(s) and, when appropriate, give the item(s) to legal officials for ultimate disposition. Students found to be in violation of this policy are subject to discipline in accordance with the school district's "Student Discipline" policy, which may include suspension, exclusion, expulsion, and, when appropriate, the student may be referred to legal officials.

### Lockers and Personal Possessions Within a Locker

Under Minnesota law, school lockers are school district property. At no time does the school district relinquish its exclusive control of lockers provided for students' convenience. School officials may inspect the interior of lockers for any reason at any time, without notice, without student consent, and without a search warrant.

Students' personal possessions within a school locker may be searched only when school officials have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school officials will provide notice of the search to students whose lockers were searched, unless disclosure would impede an ongoing investigation by police or school officials.

### Desks and Classrooms

School desks are the property of the school district. At no time does the school relinquish its exclusive control of desks provided for the convenience of students. Inspection of the desks may be conducted by school officials for any reason at any time, without notice, without student consent, and without a search warrant.

### Personal Possessions and Student's Person

The personal possessions of a student and/or a student's person may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law or school rules. The search will be reasonable in its scope and intrusiveness.

### Search of the Interior of a Student's Motor Vehicle (Policy 527)

The interior of a student's motor vehicle in a school district location, including the glove and trunk compartments, may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule. The search will be reasonable in its scope and intrusiveness. Such searches may be conducted without notice, without consent, and without a search warrant. A student will be subject to withdrawal of parking privileges and to discipline if the student refuses to open a locked motor vehicle or its compartments under the student's control upon the request of a school official.

### Patrols and Inspections

School officials may conduct routine patrols of student parking lots and other school district locations and routine inspections of the exterior of the motor vehicles of students. Such patrols and inspections may be conducted without notice, without student consent, and without a search warrant.

### **Parent Right to Know**

If a parent requests it, the school district will provide information regarding the professional qualifications of his/her child's classroom teachers, including, at a minimum, the following:

1. whether the teacher has met state qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
2. whether the teacher is teaching under emergency or other provisional licensing status through which state qualification or licensing criteria have been waived;
3. the baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree
4. whether the student is provided services by paraprofessionals and, if so, their qualifications.

\*\*\*In addition, the school district will provide parents with information as to the level of achievement of their child in each of the state academic assessments.

\*\*\*The school district also will provide notice to parents if, for four or more consecutive weeks, their child has been assigned to or taught by a teacher who is not highly qualified.

### **Suicide Prevention Information**

Minnesota's suicide prevention and mental health crisis service is available 24 hours a day, seven days a week. People can **call, text, or online chat** 988 to connect to the Minnesota Suicide Prevention and Crisis Lifeline Centers. You can also contact the local Mobile Mental Health Crisis Response team at 1-800-223-4512. They are also available 24 hours a day, 7 days a week.

### **Telehealth**

Students that participate in telehealth sessions with a mental health provider will be allowed access to a private room in order to conduct their session on campus during school hours.

### **Pesticide Application Notice**

The school district may plan to apply pesticide(s) on school property. To the extent the school district applies certain pesticides, the school district will provide a notice by September 15 as to the school district's plan to use these pesticides. A parent may request to be notified prior to the application of certain pesticides on days different from those specified in the notice. Additional information regarding what pesticides are used, the schedule of pesticide applications, and the long-term health effects of the class of pesticide on children can be requested by contacting Jim Gawe, Elementary Building Head Custodian.

## VII) Independent School District #846 Policy Statements

### **Equal Educational Opportunity – School Board Policy 102**

It is Breckenridge Public Schools policy to provide equal educational opportunity for all students. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, and parental status, status with regard to public assistance, disability, sexual orientation or age. The school district also makes reasonable accommodations for disabled students.

A. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute a violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence.

B. This policy applies to all areas of education including academics and vocational coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.

C. It is the responsibility of every school district employee to comply with this policy conscientiously.

D. Any student, parent or guardian having any questions regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to Superintendent Kristie Sullivan, 710 13th St. North, Breckenridge, MN 56520 Ph. (218) 643-2694.

A complete copy of School Board Policy 102, Equal Educational Opportunity, can be requested at the District or High School Office or found online at [isd846.org](http://isd846.org).

### **Tobacco-Free Environment – School Board Policy 419**

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

A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or electronic cigarettes in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.

B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related device, or electronic cigarette in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.

C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.

D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, devices, or electronic cigarettes. The school district will not promote or allow promotion of tobacco products or electronic cigarettes on school property or at school-sponsored events.

#### Tobacco and Tobacco Related Devices Defined

- A. "Electronic cigarette" means any oral device that provides a vapor of liquid nicotine, lobelia, and/or other similar substance, and the use or inhalation of which simulates smoking. The term shall include any such devices, whether they are manufactured, distributed, marketed, or sold as e-cigarettes, e-cigars, e-pipes, or under another product name or descriptor.
- B. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco.
- C. "Tobacco-related devices" means cigarette papers or pipes for smoking.
- D. "Smoking" means inhaling or exhaling smoke from any lighted cigar, cigarette, pipe, or any other lighted tobacco or plant product. Smoking also includes carrying a lighted cigar, cigarette, pipe, or any other lighted tobacco or plant product intended for inhalation.

#### Enforcement

- A. All individuals on school premises shall adhere to this policy.
- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.
- D. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

A complete copy of School Board Policy 419, Tobacco Free Environment, can be requested at the District or High School Office or found online at [isd846.org](http://isd846.org).

#### **Protection and Privacy of Pupil Records – School Board Policy 515**

The school district gives notice to parents/guardians and eligible students of their rights regarding student records.

Parents/guardians and eligible students have the following rights:

1. That a parent or eligible student has a right to inspect and review the student's education records within 45 days after the day the request for access is received by the school district. A parent or eligible student should submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect. The parent or eligible student will be notified of the time and place where the records may be inspected;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy rights. A parent or eligible student may ask the school district to amend a record that they believe is inaccurate or misleading. The request shall be in writing, identify the item the parent or

eligible student believes to be inaccurate, misleading or in violation of the privacy rights of the student, shall state the reason for this belief, and shall specify the correction the parent or eligible student wishes the school district to make. The request shall be signed by the parent or eligible student. If the school district decides not to amend the record as requested by the parent or eligible student, the school district will notify the parent or eligible student of the decision and advise him or her of the right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing;

3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosures without consent;

4. That the school district may disclose education records to other school officials within the school district if the school district has determined they have legitimate educational interests. For purposes of such disclosure, a "school official" is a person employed by the school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or other employee; a person serving on the school board; a person or company with whom the school district has consulted to perform a specific task (such as an attorney, auditor, medical consultant, therapist, public information officer or data practices compliance official); or a parent or student serving on an official committee, such as a disciplinary or grievance committee; or any individual assisting a school official in the performance of his or her tasks. A school official has a "legitimate educational interest" if the individual needs to review an education record in order to fulfill his or her professional responsibility and includes, but is not limited to, an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student and student health and welfare and the ability to respond to a request for educational data;

5. That the school district forwards education records on request to a school or post-secondary education institution in which a student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment, including information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, suspension and expulsion information pursuant to section 4155 of the federal No Child Left Behind Act and any disposition order which adjudicates the student as delinquent for committing an illegal act on school district property and certain other illegal acts;

6. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of 20 U.S.C. § 1232g, and the rules promulgated thereunder, the name and address of the office that administers the Family Education Rights and Privacy Act is:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, S.W.  
Washington, D.C. 20202

A complete copy of School Board Policy 515, Protection and Privacy of Pupil Records, can be requested at the District or High School Office or found online at [isd846.org](http://isd846.org).

### **Student Surveys – School Board Policy 520**

Independent School District No. 846 gives notice to parents of students currently in attendance in the school district, eligible students currently in attendance in the school district, and students currently in attendance in the school district of their rights regarding the conduct of surveys, collection and use of information for marketing purposes, and certain physical examinations.

1. Parents, eligible students, and students are hereby informed that they have the following rights:

- a. All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by parents or guardians of students.
- b. No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or in the case of an emancipated minor, without the prior written consent of the parent, to submit to a survey that reveals information concerning:
- (1) political affiliations or beliefs of the student or the student's parent;
  - (2) mental and psychological problems of the student or the student's family;
  - (3) sex behavior or attitudes;
  - (4) illegal, antisocial, self-incriminating, or demeaning behavior;
  - (5) critical appraisals of other individuals with whom respondents have close family relationships;
  - (6) legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
  - (7) religious practices, affiliations, or beliefs of the student or the student's parent; or
  - (8) income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such a program).
- c. A parent, on behalf of a student or an eligible student, has the right to receive notice and an opportunity to opt the student out of participating in:
- (1) Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.
  - (2) The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Paragraph 1.b., above.
  - (3) Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical examination or screening permitted or required under state law.
- d. This notice does not preempt applicable state law that may require parental notification.
- e. The school district has developed and adopted a policy, in consultation with parents, regarding these rights, as well as arrangements to protect student privacy in the administration of protected surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes.
- f. The school district will directly notify parents and eligible students of these policies at least annually at the start of each school year and after any substantive changes.
- g. The school district will directly notify parents and eligible students, at least annually at the start of each school year, of the specific or approximate dates of the following activities and provide an opportunity to opt a student out of participating in:
- (1) Collection, disclosure, or use of personal information for marketing, sales, or other distribution.
  - (2) Administration of any protected information survey not funded in whole or in part by the U.S. Department of Education.
  - (3) Any nonemergency, invasive physical examination or screening as described above.
- Parents/eligible students who believe their rights have been violated may file a complaint with:
- Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue SW  
Washington, DC 20202-4605

If you wish to review any survey instrument or instructional material used in connection with any protected information or marketing survey, please submit a request to Corinna Erickson, High School Principal, Breckenridge Public School, 710 N. 13<sup>th</sup> St. N. Breckenridge, MN 56520. Administration will notify you of the time and place where you may review these materials. You have the right to review a survey and/or instructional materials before the survey is administered to a student.

A complete copy of School Board Policy 520, Student Surveys, can be requested at the District or High School Office or found online at [isd846.org](http://isd846.org).

### **Student Disability Nondiscrimination – School Board Policy 521**

The purpose of this policy is to protect disabled students from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973, need special services, accommodations, or programs in order that such learners may receive a free appropriate public education.

A. Disabled students are protected from discrimination on the basis of a disability.

B It is the responsibility of the school district to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973, need special services, accommodations, or programs in order that such learners may receive a free appropriate public education.

C. For this policy, a learner who is protected under Section 504 is one who:

1. Has a physical or mental impairment that substantially limits one or more major life activities, including learning; or
2. Has a record of such impairment; or
3. Is regarded as having such impairment.

D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act. Persons who have questions, comments, or complaints should contact the Building Principal regarding grievances or hearing requests regarding disability issues. This person is the high school ADA/504 Coordinator is Noah Brenden, High School Counselor, Breckenridge High School, 710 N 13th Street, Breckenridge, MN 56520 phone 218-643-2694. *Grievance Procedures are posted in the main office and throughout the school building.*

### **Student Sex Nondiscrimination- School Board Policy 522**

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

A. The school district provides equal educational opportunity for all students, and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex.

B. It is the responsibility of every school district employee to comply with this policy.

C. The school board hereby designates Corinna Erickson, Breckenridge Schools 710 13th St. N Breckenridge, MN 56520 Ph. 218-643-6822 as its Title IX Coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.

D. Any student, parent or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator. Questions relating solely to Title IX and its regulations may be referred to the Chicago Office for Civil Rights, U.S. Department of Education, 111 N Canal Street, Suite 1053, Chicago IL 60606-7204 Tele. 312-886-8434. *Grievance Procedures are posted in the main office and throughout each school building.*

A complete copy of School Board Policy 522, Student Sex Nondiscrimination, can be requested at the District or High School Office or found online at [isd846.org](http://isd846.org).

### **Safe School Standards**

By Minnesota Law whoever possesses, stores or keeps a dangerous weapon as defined in Section 609.02, Subdivision 6, on school property is guilty of a felony and may be sentenced to imprisonment for not more than two (2) years or to payment of a fine of not more than \$5,000 or both. School property means a public or private elementary, middle or secondary school building and its grounds (parking lots, athletic fields, etc.) whether leased or owned by the school. It also means the area within a school bus when that bus is being used to transport one or more elementary, middle or secondary students.

### **Substance Use/Abuse Policy**

The Board of Education of Independent School District No. 846 is committed to the prevention of alcohol, tobacco and other substance use/abuse. This policy describes the philosophy of the district and the program elements the district will use to promote healthy life styles for its students and staff and to inhibit the use/abuse of alcohol, tobacco and other substances.

No person may use, possess, sell or distribute alcohol or other substances, nor may use or possess drug paraphernalia, on school grounds or at school sponsored events, except drugs prescribed by a physician. The terms "alcohol and other substances" shall be construed throughout this policy to refer to the use of all substances including but not limited to: alcohol, tobacco, inhalants, marijuana, cocaine, LSD, PCP, amphetamines, heroin, steroids, look-a-likes and any other of these substances commonly referred to as "designer drugs." The inappropriate use of prescription and over the counter drugs shall also be prohibited.

Additionally, the following persons shall be prohibited from entering school grounds or school sponsored events: any person exhibiting behavior, conduct or personal or physical characteristics indicative of having used or consumed alcohol or other substances.

This policy in its entirety as adopted by the Board of Education in May 1992 is on file in the District office. It is available to any student or parent upon request.

### **Suspension, Expulsion, Exclusion**

**Suspension** means an action taken by the principal prohibiting a student from attending school for a period of time no more than ten (10) consecutive school days. This definition does not apply to dismissal from school for one day or less. During the suspension, professional staff, parent/guardian and students are to discuss the matter and reach an agreement on future conduct. Students placed on suspension are responsible for all assignments due the day they return to school. A student with an Individual Educational Plan (IEP) will be treated in accordance with the Statutes regarding Special Education and Non Exclusionary Discipline.

**Expulsion** means an action taken by the School Board to prohibit an enrolled student from further attendance for a period that shall not extend beyond the school year. The Pupil Fair Dismissal Act of 1974 (as amended) will be followed in procedural matter of this kind.

**Exclusion** means an action taken by the School Board to prevent enrollment or re-enrollment of a student for a period that shall not exceed beyond the school year. The Pupil Fair Dismissal Act of 1974 (as amended) will be followed in procedural matters of this kind. Copies of the Pupil Fair Dismissal Act of 1974 are available from the office upon request.

### **Sexual Harassment and Sexual Violence Policy**

Sexual harassment is a form of sex discrimination, which violates Section 703 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000, et seq., and Minnesota Statute 363.01.13, the

Minnesota Human Rights Act. Sexual violence is a physical act of aggression that includes a sexual act or sexual purpose. The policy in full detail is available upon request from the District office.

It is the policy of Independent School District No. 846 to maintain a learning and working environment that is free from sexual harassment and sexual violence. The School District prohibits any form of sexual harassment and sexual violence.

It shall be a violation of this policy for any student or employee of School District No. 846 to be sexually violent to a student or employee.

The School District will act to investigate all complaints, formal or informal, verbal or written, of sexual harassment or sexual violence and to discipline any student or employee who sexually harasses or is sexually violent to a student or employee of the School District.

The policy includes definitions of sexual harassment and violence. It organizes the reporting, investigation, district action and reprisal procedures. The policy in full detail is available upon request from the District office.

### **Violence Prevention and Weapons Policy**

It is the policy of Independent School District No. 846 to maintain a learning and working environment that is free from threats or harmful influence of any person(s) or group(s), which exhibit and promote violence and disruptive behaviors. The Board is committed to promoting healthy human relationships and learning environments that are physically and psychologically safe. It further believes that students are the first priority, and that no physical or emotional harm is to come to them during school activities, on school grounds, buses or field trips.

It shall be a violation of this policy for any pupil or staff member to possess a firearm or a dangerous weapon when in the school building, on school grounds, or at a school-related activity. It shall be the policy of ISD 846 to refer to Law Enforcement any person who brings a firearm to school in violation of the "Gun-Free School Act of 1994."

The Board and administration shall publicize and inform staff and students annually of policies and procedures related to violence prevention and weapons. The District shall act immediately to investigate all acts or complaints of violence, either formal or informal, and take appropriate disciplinary action against any pupil or staff member who is found to have violated this policy. The Superintendent will expel for 365 days any student who brings a firearm to school. The Superintendent may modify such expulsion on a case-by-case basis.

### **Annual Asbestos Notification**

Our school buildings have been inspected for asbestos under the Asbestos Hazard Emergency Response Act of 1986 (AHERA). Some asbestos-containing building materials (ACBM) have been submitted to the Minnesota Department of Education (MDE), and the report is available for your inspection in the Superintendent's Office. The person designated as Asbestos Program Manager for our district is the Superintendent of Schools who can be reached at 218-643-6822.

Asbestos-containing areas will be kept under surveillance for change or damage. If you notice any change or damage to areas identified as asbestos containing, please notify the Asbestos Program Manager above at once. In addition to periodic surveillance (at least every 6 months), the school will be re-inspected by a certified asbestos inspector every three years.

### **Harassment and Violence - School Board Policy 413**

A. It will be a violation of this policy for any student or district employee to harass a student or district employee through conduct (e.g., physical, verbal, graphic or written) that is based upon that student or employee's actual or perceived race, color, creed, national origin, religion, sex/gender, sexual orientation, disability, public assistance, or marital status or age [protected class] as defined by this policy. For

purposes of this policy, a district employee includes school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district. For purposes of this policy, school district includes charter schools.

B. It will be a violation of this policy for any student or district employee to inflict, threaten to inflict, or attempt to inflict violence based upon a student or district employee's actual or perceived protected class as defined by this policy.

C. The school district will investigate all complaints, formal or informal, verbal or written, of harassment and/or violence based upon a student or employee's perceived or actual protected class and to discipline or take appropriate action against any student or school district employee who is found to have violated this policy.

### Definitions

The following definitions, which have been modified for purposes of this policy, are found in the Minnesota Human Rights Act. Please note that there is not a definition for every protected class.

A. Disability. "Disability" means any condition or characteristic that renders a person a disabled person. A disabled person is any person who (1) has a physical, sensory, or mental impairment which materially limits one or more major life activities; (2) has a record of such an impairment; or (3) is regarded as having such an impairment.[1]

B. Discriminate. The term "discriminate" includes segregate or separate and, for purposes of discrimination based on sex, it includes sexual harassment.

C. Educational Institution. "Educational Institution" means a public or private institution and includes an academy, college, elementary or secondary school, extension course, kindergarten, nursery, school system and a business, nursing, professional, secretarial, technical, vocational school, and includes an agent of an educational institution.

D. National Origin. "National Origin" means the place of birth of an individual or of any of the individual's lineal ancestors.[2]

E. Sexual Harassment. "Sexual Harassment" includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature when:

(1) submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment, ... [or] education...;

(2) submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, ...[or] education...; or

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

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

### Harassment and Violence General Applicability

A. The anti discrimination laws apply to all of the academic and nonacademic (e.g. athletic and extracurricular) programs of the school district, whether conducted in school district facilities or elsewhere.

B. For purposes of this policy, any student who is harassed or discriminated against, including subject to violence, by peers or school district employees based upon that student's actual or perceived sex/gender, sexual orientation, race, color, creed, national origin, religion, disability, receipt of public

assistance, or marital status and age [protected class may file a complaint as described more fully in section IV below. (Policy 413 form is available)

C. For purposes of this policy, any school district employee who is harassed or discriminated against, including violence, by students or other school district employees based upon that employee's actual or perceived sex/gender, sexual orientation, race, color, creed, national origin, religion, disability, receipt of public assistance, or marital status and age may file a complaint as described more fully in section IV below.

D. The alleged harassment/violence consists of harassing conduct (e.g. physical, verbal, graphic, or written verbal or physical) based upon that student's actual or perceived protected class that interferes or limits the ability of that student to participate in, enjoy, or benefit from the education program, including athletics and extracurricular activities.

E. The alleged harassment/violence may not be directed at a particular person, but may instead consist of harassing conduct (e.g. physical, verbal, graphic, or written) that creates a hostile environment for students based upon actual or perceived protected class that interferes with or limits the student's ability to participate in, enjoy, or benefit from the academic and nonacademic programs, including athletics and extracurricular activities.

#### Description of Harassment based upon a person's perceived or actual protected class

A. Harassment is unwelcome conduct that is based upon actual or perceived sex/gender, sexual orientation, race, color, creed, national origin, religion, disability, receipt of public assistance, or marital status and age.

(1) Harassing conduct may take many forms, including verbal acts and name-calling, as well as nonverbal behavior, such as graphic and written statements, or conduct that is physically threatening, harmful, or humiliating.

(2) It is unwelcome if the student or employee did not request or invite it and considered the conduct to be undesirable or offensive.

(3) The conduct is considered harassment if it creates a hostile environment by interfering with or denying a student's participation in or receipt of benefits, services, or opportunities in the school district's programs.

B. Sexual harassment based upon sex/gender and/or sexual orientation.

(1) Sexual conduct that is unwelcome.

a. It is unwelcome if the student or employee did not request or invite it and considered the conduct undesirable or offensive.

b. A student's submission or failure to complain does not mean that the conduct was welcome – look at circumstances.

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

(1) Sexual violence includes rape, sexual assault, and dating violence. This includes coerced sexual intercourse or other sexual acts. The physical act is considered non-consensual if a person is incapable of giving consent due to alcohol or drug use or due to an intellectual or other disability.

(2) Sexual violence includes touching, patting, grabbing, or pinching another student's or employee's intimate parts of the clothing covering the intimate parts.

(3) Sexual violence includes coercing or forcing or attempting to coerce or force a student or employee to touch anyone's intimate parts.

(4) A police report does not relieve the school of its responsibilities under Title IX.

D. Assault, as defined in state statute is:

- (1) an act done with intent to cause fear in another of immediate bodily harm or death; or
- (2) the intentional infliction of or attempt to inflict bodily harm upon another.

E. Racial, color, creed, or national origin harassment/violence

- (1) Intimidation or abusive behavior toward a student, based on perceived or actual race, color, creed or national origin, that creates a hostile environment by interfering with or denying a student's participation in or receipt of benefits, services, or opportunities in the school district's programs.
- (2) Racial violence: Racial violence is a physical act of aggression or force, or the threat thereof, which is directed toward a student or employee based upon their perceived or actual race, color, creed, or national origin.

F. Religious harassment/violence

- (1) Intimidation or abusive behavior toward a student based on perceived or actual religious beliefs that create a hostile environment by interfering with or denying a student's participation in or receipt of benefits, services, or opportunities in the school district's programs.
- (2) Religious violence is the threat of or an actual physical act of aggression or force which is directed toward a student or employee based upon their perceived or actual religion.

G. Disability harassment

- (1) Intimidation or abusive behavior toward a student based on disability that creates a hostile environment by interfering with or denying a student's participation in or receipt of benefits, services, or opportunities in the school district's programs.
- (2) Disability harassment also may deny a student with a disability a free and appropriate public education (FAPE). Harassment of a student based on disability may decrease the student's ability to benefit from his or her education and amount to a denial of FAPE.

### Reporting Procedures (Policy 413)

A. The adoption and implementation of a proper reporting system can help the school district comply with the Minnesota Human Rights Act by allowing the school district to promptly address allegations of harassment and violence.

B. Pursuant to Title IX, each school district must designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under the regulations, including Title IX complaint investigation (Title IX Coordinator). 34 C.F.R., section 106.8(a). Each school district must also publish grievance procedures providing for prompt and equitable resolution of sex discrimination complaints, including complaints of sexual harassment. In addition, under Section 504 and Title II, school districts are also required to have grievance procedures to address disability harassment.

C. Minnesota Statutes, section 121A.03 requires that school districts have reporting procedures for sexual, religious, and racial harassment and/or violence complaints.

(1) For purposes of meeting the state reporting requirements, the following reporting procedure will be made available for students and staff who wish to report an incident or incidents that may involve harassment or violence based upon actual or perceived sex/gender, sexual orientation, race, color, creed, national origin, religion, disability, receipt of public assistance, or marital status and age.

(2) Designated school district person to receive oral or written complaints/reports of actual or perceived sex/gender, sexual orientation, race, color, creed, national origin, religion, disability, receipt of public assistance, or marital status and age.

D. Human Rights Officer Designation

(1) The school board hereby designates the superintendent as the school district human rights officer(s) to receive reports or complaints of harassment or violence based upon actual or perceived sex/gender, sexual orientation, race, color, creed, national origin, religion, disability, receipt of public assistance, or marital status and age. If the complaint involves one of the designated human rights officers, the complaint will be filed directly with Superintendent Kristie Sullivan.

(2) In the event the superintendent is the designated human rights officer, the complaint should be filed directly with the school board.

E. The school district will conspicuously post the name of the human rights officer(s), superintendent, and school board: including mailing addresses and telephone numbers.

(1) The Human Rights Officer is Kristie Sullivan. Mailing address: 710 13th St. N, Breckenridge, MN 56520. Telephone number: (218) 643-6822. Email address: [sullivank@isd846.org](mailto:sullivank@isd846.org)

(2) The superintendent is Kristie Sullivan. Mailing address: 710 13th St. N, Breckenridge, MN 56520. Telephone number: (218) 643-6822. Email address: [sullivank@isd846.org](mailto:sullivank@isd846.org)

(3) The school board contact information is: Brett Johnson. Mailing address: 710 13th St. N, Breckenridge, MN 56520. Telephone number: (218) 643-6822. Email address: [johnsonb@isd846.org](mailto:johnsonb@isd846.org)

F. These reporting procedures are not intended to prevent a person from reporting harassment or violence incident(s) to another school official.

(1) The school official must immediately notify the principal, who is then responsible to submit the oral or written complaint/report to the human rights officer without screening or investigating the credibility of the report. If the school principal is not available on the date of the report, then the school official must forward the oral or written report/complaint directly to the human rights officer.

(2) If the report was given verbally, the principal will personally reduce it to written form within 24 hours and forward it to the human rights officer.

a. If the school principal fails to forward any harassment or violence report or complaint (written or verbal) to the human rights officer within 24 hours, the principal will be subject to disciplinary action.

(3) If the complaint involves the building principal, the complaint will be made or filed directly with the superintendent or the school district human rights officer by the school official or reporting party or complainant.

G. The human rights officer may request, but not insist, upon a written complaint. The school district encourages the reporting party to complete the complaint form for written complaints. It is available from the principal of each building or the school district office. Alternative means of filing a complaint, such as through a personal interview or by tape recording, will be made available upon request for qualified persons with a disability.

H. The complaint (verbal or written) should be reported to a school official immediately, or within 30 calendar days whenever possible, of the alleged violation. The school district will accept reports of alleged incidents that are older than 30 calendar days; however, delays between the date of the alleged incident and the reporting date may make investigations more difficult.

### Investigation

A. The human rights officer, upon receipt of a complaint alleging discrimination or harassment toward an employee or student, will promptly undertake an investigation if deemed appropriate. The Title IX coordinator may conduct the investigation complaints of sexual harassment, the 504 coordinator for complaints of disability harassment, or the human rights officer for other types of alleged harassment and violence covered by this policy. The Title IX coordinator/504 coordinator or human rights officer may designate a neutral third party to conduct the investigation. The investigation will be completed within 30 calendar days from receipt of the complaint, unless impracticable.

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

C. In determining whether alleged conduct constitutes a violation of this policy, the school district will consider the facts and the surrounding circumstances, such as the nature of the behavior, past incidents

or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.

D. The school district may take immediate steps to protect the parties involved in the complaint process, pending completion of an investigation of alleged unlawful discrimination or harassment of an employee or student.

(1) Upon completion of the investigation, the school district or neutral third party designated investigator will make a written report to the human rights officer. If the complaint involves the human rights officer, the report must be filed directly with the superintendent. If the complaint involves the superintendent, the report must be filed directly with the school board. The report will include the facts, a determination of whether the allegations have been substantiated and whether a violation of this policy has occurred, as well as a description of any proposed resolution which may include alternate dispute resolution.

(2) Upon completion of the investigation, the human rights officer will inform the complainant/reporter of his or her right to review the written report at the school building where the complainant/reporter is employed or enrolled, in accordance with state and federal law regarding data or records privacy.

(3) If the complainant/reporter is a student, the human rights officer will inform the parent/guardian of his or her right to review the written report at the school building where the student reporter is enrolled, in accordance with state and federal law regarding data or records privacy.

(4) The school district must comply with federal and state law pertaining to retention of records.

#### Appeal

If the grievance has not been resolved to the satisfaction of the complainant/reporter, s/he may appeal to the human rights officer within ten (10) school days of receipt of the findings of the school district investigation. The school district investigator will conduct a review of the appeal and, within ten (10) school days of receipt of the appeal, will affirm, reverse, or modify the findings of the report. The decision of the school district investigator is final, and action will occur as addressed in VIII below.

#### School District Action

A. Upon conclusion of the investigation and receipt of the findings, the school district will take appropriate and effective action. If the investigator determined that a violation of this policy has occurred, such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. Actions may also include alternative dispute resolution, including restorative justice programs, school or district wide training, counseling, and class transfer. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements, state and federal law, and school district policies.

B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

#### Reprisal

A. The school district will take appropriate action against any student, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful harassment toward an employee or student or any person who testifies, assists, participates in an investigation or hearing related to alleged unlawful harassment covered by this policy. Reprisal also includes retaliation against a student or district employee who associates with a person or group or persons who are disabled or who are of different race, color, creed, religion, sexual orientation, or national origin. Retaliation includes, but is not limited to, any form of intimidation or harassment. Reprisal is also prohibited based upon a request for a religious or disability accommodation.

Conflict of Interest

A. If there is a conflict of interest with respect to any party affected by this policy, appropriate accommodations will be made, such as, but not limited to, appointing or contracting with a neutral third party investigator to conduct the investigation, or recusal from the process by the person for whom a conflict or potential conflict of interest exists.

Harassment or violence as abuse

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

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

Dissemination of Policy and Training

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

B. This policy must be given to each school district employee and independent contractor at the time of entering into the person's employment contract.

C. This policy must be included in each school's student handbook on school policies.

D. The school district has developed the following process for discussing the school's harassment and violence policy with students and school district employees: all staff will review the policy and procedures for harassment reporting at the opening school workshop. Students will review the harassment policies and procedures in their ongoing OLWEUS curriculum.

E. The school board will review this policy annually for compliance with state and federal law.

F. The school district will post this policy on its website and ensure that it is easily accessible to view and download. The school district has also made the policy accessible for parents and community members by making printed copies of the policy available at the District Office.

Right to Alternative Complaint Procedures

A. These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the agencies below, filing a report with a law enforcement agency, or initiating action in state or federal court. For claims of unlawful discrimination/harassment:

Minnesota Department of Human Rights

Freeman Building

625 Robert Street North

St. Paul, MN 55155

toll free: 800.657.3704

tty: 651.296.1283

fax: 651.296.9042

<http://www.humanrights.state.mn.us>

U.S. Department of Education

Office for Civil Rights, Region V

500 W. Madison Street- Suite 1475

Chicago IL 60661

Tel: 312.730.1560

TDD: 312.7

### **Bullying Prohibition (Policy 514)**

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

1. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
2. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
3. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
4. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
5. False accusations or reports of bullying against another student are prohibited.
6. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506). The school district may take into account the following factors:

1. The developmental ages and maturity levels of the parties involved;
2. The levels of harm, surrounding circumstances, and nature of the behavior;
3. Past incidences or past or continuing patterns of behavior;
4. The relationship between the parties involved; and
5. The context in which the alleged incidents occurred.

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

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

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

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

### Definitions

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

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

1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

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

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

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

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

1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or

3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

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

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

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

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

#### Reporting Procedure

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

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

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

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

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

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

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

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

### School District Action

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.
- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy and other applicable school district policies; and applicable regulations.
- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

### Retaliation or Reprisal

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

### Training and Education

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

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

1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;
3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
4. The incidence and nature of cyberbullying; and
5. Internet safety and cyberbullying.

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

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

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

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

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

1. Engage all students in creating a safe and supportive school environment;
2. Partner with parents and other community members to develop and implement prevention and intervention programs;
3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
5. Teach students to advocate for themselves and others;
6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and

7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See MSBA/MASA Model Policy 515) in the student handbook.

#### Notice

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See MSBA/MASA Model Policy 506) distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

#### Policy Review

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

#### **Hazing Prohibition (Policy 526)**

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

- A. No student, teacher, administrator, volunteer, contractor, or other employee of the school district shall plan, direct, encourage, aid, or engage in hazing.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate hazing.
- C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
- D. This policy applies to behavior that occurs on or off school property and during and after school hours.
- E. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.

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

#### DEFINITIONS

A. "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. The term hazing includes, but is not limited to:

1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking, or placing a harmful substance on the body.
2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product, or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame, or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.

B. "Student organization" means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

#### Reporting Procedures

A. Any person who believes he or she has been the victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy.

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

C. Teachers, administrators, volunteers, contractors, and other employees of the school district shall be particularly alert to possible situations, circumstances, or events which might include hazing. Any such person who receives a report of, observes, or has other knowledge or belief of conduct which may constitute hazing shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute hazing in a timely manner may be subject to disciplinary action.

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

E. Reports of hazing are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

### School District Action

- A. Upon receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.
- B. The school district may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of hazing.
- C. Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements, applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act, school district policies and regulations.
- D. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students involved in a hazing incident and the remedial action taken, to the extent permitted by law, based on a confirmed report.

### Reprisal

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

### Dissemination of Policy

- A. This policy shall appear in each school's student handbook and in each school's building and staff handbooks.
- B. The school district will develop a method of discussing this policy with students and employees.

### Insurance

The school district does not insure student losses or injuries. Each student is responsible for his or her own insurance protection.

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[1] This includes students with an IFSP, IEP, and students who qualify for special education and related aids and services under Section 504 of the Rehabilitation Act.

[2] This includes harassment of students born in the United States who have relatives that are from other countries.

### **Student Tennessee Warning Information**

Students and Parents are to be advised that:

Students attending school in the school district will be asked to supply information to school personnel. Examples of such information requests include homework assignments, test questions and questions during the course of classroom activities.

The information will be collected by the school district in order to evaluate the students current level of performance with respect to his or her education program, to maintain discipline within the school, and to determine the students needs and preferences related to their educational program.

Students are not required by any law or regulation to supply data. However, the school district expects and requires that students participate fully in their educational program by completing homework assignments and tests. Moreover, the student's refusal to supply data may prevent the school district from assessing the student's needs and incorporating the student's preferences into the student's educational program. Refusal to supply information used to evaluate a student, including homework assignments and tests, will result in a failing grade given for the assignment. Continued failure to supply information will result in a failing grade for a particular course and a failing grade for the year. Refusal to supply information to a school district investigating an alleged rule violation may result in action being taken without benefit of information the student could have provided.

Data collected will be provided to school personnel having a legitimate educational interest in obtaining access to the data, and to state and federal authorities having statutory right to the data.

\*\*\*\*Breckenridge Public Schools ISD #846 does not discriminate on the basis of race, color, national origin, sex, or disability. The High School Section 504 Coordinator is Noah Brenden, phone 218-643-2694, [brendenn@isd846.org](mailto:brendenn@isd846.org)

## Statewide Assessments



### Statewide Assessments:

## Parent/Guardian Participation Guide and Refusal Information

Your student’s participation in statewide assessments is important as it allows your school and district to ensure all students have access to a high-quality education. In the past, students with disabilities and English learners were often excluded from statewide assessments. By requiring that all students take statewide assessments, schools and teachers have more information to see how all students are doing. This helps schools to continuously improve the education they provide and to identify groups, grades, or subjects that may need additional support.

### Assessments Connect to Standards

Statewide assessments are based on the [Minnesota Academic Standards](#) or the [WIDA English Language Development Standards](#). These standards define the knowledge and skills students should be learning in K–12 districts and charter schools. Minnesota prioritizes high-quality education and statewide assessments give educators and leaders an opportunity to evaluate student and school success.

### Minnesota Comprehensive Assessments (MCA)

MCA and the alternate assessments (Minnesota Test of Academic Skills (MTAS)/Alternate MCA) are the annual assessments in reading, mathematics and science that measure a snapshot of student learning of the Minnesota K–12 Academic Standards.

### ACCESS and WIDA Alternate ACCESS for English Learners

The ACCESS and WIDA Alternate ACCESS are the annual assessments for English learners that provide information about their progress in learning academic English, based on the WIDA English Language Development Standards.

### Statewide Assessments Help Families and Students

Participating in statewide assessments helps families see a snapshot of their student’s learning so they can advocate for their success in school. High school students can use MCA results:

- For Postsecondary Enrollment Options (PSEO) in grade 10.
- For course placement at a Minnesota State college or university. If students receive a college-ready score, they may not need to take a remedial, noncredit course for that subject.

English learners who take the ACCESS or WIDA Alternate ACCESS and meet certain requirements, have the opportunity to exit from English learner programs.

### Taking Statewide Assessments Helps Your Student’s School

Statewide assessments provide information to your school and district about how all students are engaging with the content they learn in school. This information helps:

- Educators evaluate their instructional materials.
- Schools and districts identify inequities between groups, explore root causes and implement supports.
- School and district leaders make decisions on how to use money and resources to support all students.

## **Student Participation in Statewide Assessments**

Student participation in state and locally required assessments is a parent/guardian choice. If you choose to have your student not participate in a statewide assessment, please provide a reason for your decision on the form below. Contact your student’s school to learn more about locally required assessments.

## **Consequences of Not Participating in Statewide Assessments**

- The student will not receive an individual score. For ACCESS and WIDA Alternate ACCESS, the student would not have the opportunity to exit their English learner program.
- School and district assessment results will be incomplete, making it more difficult to have an accurate picture of student learning.
- Since all eligible students are included in some calculations even when they do not participate, school and district accountability results are impacted. This may affect the school’s ability to be identified for support or recognized for success.

Check with your local school or district to see if there are any additional consequences for not participating.

## **Additional Information**

- On average, students spend less than 1% of instructional time taking statewide assessments each year.
- Minnesota statutes limit the total amount of time students can spend taking other district- or school-wide assessments to 11 hours or less each school year, depending on the grade.
- School districts and charter schools are required to publish an assessment calendar on their website by the beginning of each school year. Refer to your district or charter school’s website for more information on assessments.

---

## Statewide Assessment: Parent/Guardian Decision Not to Participate

By completing this form, you are acknowledging that your student will not participate in statewide assessments and will not receive individual assessment results.

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Current Grade in School: \_\_\_\_\_

Student ID Number (if known): \_\_\_\_\_

School: \_\_\_\_\_

District: \_\_\_\_\_

Parent/Guardian Name (print): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Reason for Refusal: \_\_\_\_\_

**Please indicate the statewide assessment(s) you are opting your student out of this school year:**

MCA/MTAS  MCA/Alternate MCA Science

MCA/MTAS Mathematics  ACCESS/WIDA Alternate ACCESS

Contact your school or district for more information on how to opt out of local assessments. (Note: This form is only applicable for the 20\_\_\_\_ to 20\_\_\_\_ school year.)

Updated March 2024

**PLEASE RETURN THIS PAGE TO THE HIGH SCHOOL OFFICE, THANK YOU!**

This handbook is for your use and includes the basic rules that aid us in operating the Breckenridge Public Schools. Rather than specifically discussing each and every passage in the handbook, I leave the responsibility of reading the book up to you and only ask that you sign this form indicating that you have received the **Breckenridge High School Handbook 2024-25**. If you have any questions or comments about the contents of the handbook, please share them with the appropriate administrator.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date





*Breckenridge Pride ... Inspiring to Excel!*

# Chromebook Procedures & Information Handbook

APPROVED AUGUST 2023

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## ***BACKGROUND INFORMATION***

*The focus of providing Chromebooks at the Breckenridge Public School District is to provide current tools and resources to the 21st Century Learner. Excellence in education requires that technology be seamlessly integrated throughout the educational program. Increasing access to technology is essential, and one of the learning tools of 21st Century students is the Chromebook. The individual use of Chromebooks is a way to empower students to maximize their full potential and to prepare them for postsecondary education and the modern workplace. The Chromebook is a “next generation” device that makes learning more engaging and accessible. Learning results from the continuous dynamic interaction among students, educators, parents/guardians, and the extended community. However, technology immersion does not*

*diminish the vital role of the teacher but transforms the teacher from the director of learning to a facilitator of learning. Effective teaching and learning with Chromebooks integrates technology into the curriculum.*

## **Why use Chromebooks?**

1. Speed and management. It is a completely web-based device so there is no need for downloading or installing.
2. The Chromebook is a cost effective device allowing the Breckenridge Public School District to provide 1:1 devices to students while also keeping our network secure
3. Instant on and all day battery: Boot up time is less than 8 seconds. Battery life on a Chromebook is approximately 10 hours.
4. Auto-save: Student work on the Chromebook saves automatically to the Google Cloud. No more excuses like “I forgot to save my homework!” The Chromebook does not require internet to save work.
5. Contextual Learning: the Chromebook is an “anywhere anytime” learning device. A user can work offline and sync to their Google account when online. This makes it ideal for projects and learning which take place out of the classroom.
6. Personal Learning Studio: the Chromebook can be a science lab, literacy tool, research station, history archive, language lab, art canvas, video editing suite, and library.

## ***Goals for Student Users***

- *To increase students’ productivity in and outside the classroom when completing assignments, projects, and other activities as assigned by teachers.*
- *To capitalize on the convergence of academic resources such as textbooks, scholarly sources, content rich media, applicable apps, and best practices.*
- *To facilitate mobile learning across the school district and beyond.*
- *To promote leadership in one’s own learning by establishing access to education resources and providing a host of tools to craft information in ways that support specific curricular areas.*

## **1. Receiving and Returning a Chromebook**

### **1.1 Receiving a Chromebook**

- a. Students in **grades 9-12** will be issued their chromebook during Open House/Orientation prior to the beginning of the school year. There is no charge to use the chromebook, but all outstanding Tech Fines/Fees must be paid prior to checkout. **Students in grades 7-8 have chromebooks available for use during the school day but are not taken home, unless prior arrangements have been made through the Technology Department.**
- b. Students are issued one charger upon admission to Breckenridge High School in grade 9. They are not collected at the end of the year. Additional chargers may be purchased for **\$20** in the event of loss, theft, or to have an extra.

- c. Students attending classes at BHS, grades 7-12, will receive a Chromebook and AC charger. Full time PSEO students, (not taking any coursework at BHS) will not receive a Chromebook.
- d. Parents/guardians and students must sign and return the District Issued Chromebook User Agreement (Appendix H) before a Chromebook is issued to the student.
- e. Chromebooks will be labeled in a manner specified by the Breckenridge Public School District. Labels may not be removed from the Chromebook. **Students are not allowed to place labels/stickers on the device.**
- f. The Chromebook and district-issued email account are the property of the Breckenridge Public School District and as a result may be subject to inspection at any time. The student should have NO expectation of privacy of materials found on a Chromebook or a school supplied or supported email service.
- g. Should you want your child to opt out of having a Chromebook to take home, you will need to submit a signed note to that effect to the Breckenridge Public School District. In this case, your child will pick up and return a Chromebook from the media center each day for use during the school day. Students are responsible for following the Acceptable Use Policy and appropriate handling of the device during school.

## 1.2 Probationary Student Privileges

To protect the assets of the Breckenridge Public School District, some students will be required to turn in their Chromebooks to the media center at the end of each day for a period of two weeks unless otherwise specified by the building principal. The media center will secure the equipment during the evening and the student will be allowed to check it back out on a daily basis.

**Students who will be indicated as probationary will be the following:**

- a. Students with poor attendance records (Students who have 10 unexcused absences in 3 or more class periods during the present or previous semester.)
- b. Students who have violated the Acceptable Use Policy during the current or previous semester.
- c. Others as determined by administration.

## 1.3 Returning a Chromebook

- a. Chromebooks will be collected at the end of each school year and students will retain their original Chromebook each year while enrolled at Breckenridge Public Schools.
- b. Chromebooks must be returned immediately when a student transfers out of the Breckenridge Public School District, is **suspended**, expelled, or terminates enrollment for any reason.
- c. Any Chromebook not returned will be considered stolen property and law enforcement will be notified.

## 1.4 Fines Related to a Chromebook

- a. Chromebooks will be turned in to the building office staff, when requested, in satisfactory condition. Chromebooks will be inspected for damage. The following fee schedule will be used to assess fines in the event of needed repairs:
  - Screen or keyboard: \$50
  - Top or bottom Cover: \$35
  - Mainboard: \$100
  - Trackpad, daughterboard, bezel: \$30
  - Stickers or defaced property: Fine of \$5-\$20 depending on severity
- b. Breckenridge Public Schools offers an optional insurance policy of \$25 per student, per year, with a family cap of \$65 (Appendix B) to indemnify against Accidental Damages to leased chromebooks.
- c. If a student fails to return the Chromebook, the student/parent/guardian will pay the replacement cost of the Chromebook, or, if applicable, any insurance deductible. Failure to return the Chromebook will result in a theft report filed with the Breckenridge Local Law Enforcement.

## 2. Taking Care of a Chromebook

Students are responsible for the general care of the Chromebook they have been issued by the Breckenridge Public School District. Chromebooks that are broken or fail to work properly must be brought to the Tech Department for an evaluation of the equipment. Care must be taken to protect the screen. Students are responsible for anything done using their assigned Chromebook or their login.

Chromebooks are the property of the Breckenridge Public School District and leased to the student user. All users will follow these procedures and the Breckenridge Public School District Acceptable Use Policy (524).

### 2.1 General Precautions

- a. Avoid using any sharp object(s) on the Chromebook. The Chromebook will scratch, leading to the potential for needed repairs.
- b. Chromebooks do not respond well to liquids. Avoid applying liquids to the Chromebook. The Chromebook can be cleaned with a soft, lint free cloth. Avoid getting moisture in the openings. Do not use window cleaners, household cleaners, aerosol sprays, solvents, alcohol, ammonia, or abrasives to clean the Chromebook.
- c. Do not attempt to gain access to the internal electronics or repair of a Chromebook. If a Chromebook fails to work or is damaged, report the problem to the Tech Department or HelpDesk (support@isd846.org)
- d. **Do not take district-owned Chromebooks to an outside computer service for any type of repairs or maintenance.**
- e. Never throw or slide a Chromebook.
- f. Always open the Chromebook from the center of the device and not from the corners. Opening the device from the corners creates additional stress on the screen and may lead to the screen damage.

- g. Cords and cables must be inserted carefully into the Chromebook to prevent damage. Never transport your Chromebook with the power cord plugged in. Never store your Chromebook in a bag or backpack while plugged in. Chromebooks should be placed vertically in the top locker compartment or in a backpack/book bag to avoid putting any pressure on the screen.
- h. Chromebooks must remain free of any writing, drawing or stickers.
- i. Chromebooks have a unique identification number and at no time should the numbers or labels be modified or removed.
- j. Chromebooks are never to be left in an unlocked locker, on top of a locker, outdoors, or in any unsupervised area. Never leave your chromebook on the floor or a location where you can easily sustain damage. Chromebooks must not be left in a vehicle or a location that is not temperature controlled.
- k. Chromebooks must be charged for school each day. **This is the student's responsibility.**
- l. Chromebooks are assigned to individual students and the responsibility for the care of the Chromebook solely rests with that individual. Students should not lend their Chromebooks to another person.
- m. Use caution when taking your Chromebook off campus. Do not take your Chromebook places where it is possible it could be lost or stolen. For example, taking it to after school activities.
- n. Chromebooks should **always** be transported with the cover closed. Carrying the chromebook with an open cover risks significant damage to the screen.

### 3. Using a Chromebook at School

Chromebooks are intended for use at school each day. In addition to teacher expectations for Chromebook use, School messages, announcements, calendars, and schedules may be accessed using the Chromebook. Students are responsible for bringing their Chromebook to all classes unless specifically instructed not to do so by a teacher or principal. **Chromebooks are only to be used in class when given permission by your classroom teacher.**

#### 3.1 Chromebooks Left at Home

If a student leaves the Chromebook at home, the student is responsible for getting the coursework completed as if the Chromebook were present. Repeat violations of this policy will result in disciplinary action. In the event of forgotten chromebooks, a limited number of spares are available for checkout from the High School Media Center.

Repeat violations of coming to school without your chromebook may result in loss of the privilege of taking the chromebook off campus.

#### 3.2 Chromebook Undergoing Repair

Spare Chromebooks are issued to students when their Chromebooks are being repaired. **These are issued from the Technology Coordinator when the damaged device is reported.**

A limited number of spare Chromebooks are available so having a spare is not guaranteed. Students using spare Chromebooks will be responsible for any damages incurred while in their possession. Student will pay full replacement cost if it's lost or stolen.

### **3.3 Charging a Chromebook's Battery**

A full charge on a chromebook battery will allow the student 8-12 hours of use. Chromebooks must be brought to school each day in a fully charged condition. Repeat violations of this policy will result in disciplinary action. In cases where the battery is not charged, students may be able to connect their Chromebook to power charging stations located in the Media Center and outside of the Main Office and Entry.

### **3.4 Screensavers/Background photos**

While personalized screensavers or backgrounds are permitted, inappropriate or provocative images including but not limited to pornographic images, guns, weapons, inappropriate language, threatening language, drugs, alcohol, or gang related images are not permitted and subject to disciplinary action.

### **3.5 Sound, Music, Games, Apps**

- a. Sound must be muted at all times unless permission is obtained from the teacher for instructional purposes.
- b. Students should provide their own headsets/ear buds if said permission is obtained.
- c. All software/apps must be district provided. Data storage will be through your Google Apps for Education (GAPE) account. (Google Drive)
- d. Internet games are not allowed on the Breckenridge Public School Chromebooks.

### **3.6 Legal Propriety**

- a. Comply with trademark and copyright laws and all license agreements. Ignorance of the law is not immunity. If you are unsure, ask a teacher.
- b. Plagiarism is a violation of the Breckenridge Public School District rules. Give credit to all sources used, whether quoted or summarized. This includes all forms of media on the internet, such as graphics, movies, music, and text.
- c. Use or possession of hacking software is strictly prohibited and violators will be subject to Breckenridge Public School District discipline. Violation of applicable state or federal law may result in criminal prosecution.

### **3.7 Printing**

Students may not print to district printers from their Chromebooks or personal devices. Printing to a personal non district owned printer is permitted. If you need to print a document, students should login to their Google Drive from a school networked computer.

### **3.8 Home Internet Access**

## **THE CHROMEBOOK ONLY HAS A LIMITED FILTER FOR THE INTERNET!**

Parents/guardians, please take the necessary precautions for internet safety with your student! For more tips, please see the *Parents' Guide. Safe and Responsible Internet Use.* (Appendix C).

REMINDER: Breckenridge Public School provides internet filtering on the district's network. These filters have limited use outside of the network. It is the family's responsibility to monitor the student's use of the internet outside of the school setting. Home use of the Chromebook is monitored by the Breckenridge Public School Technology Department.

- a. Students are allowed to set up wireless networks on their Chromebooks. This will assist them with Chromebook use while at home. Printing at home will require a wireless printer, proper settings on the Chromebook and the correct app.
- b. All students should recognize and guard their personal and private information. While on the Internet, students shall not reveal personal information, including a home address or phone number, or the address or phone numbers of other students.
- c. All activity on the Chromebook and district issued email account, whether conducted at school or off site, is subject to search as school district property.

### **3.9 Using the Chromebook Camera**

The Chromebook comes equipped with a camera with photo and video capacities. As with all recording devices, it is best practice and common courtesy to ask permission before recording an individual or group and notifying the individual or group if the image will be posted online. Cameras may only be used in the classroom if approved by the teacher and may never be used in a locker room or restroom.

Students are not permitted to remove the bezel (screen cover) in order to cover the chromebook camera.

### **3.10 Managing & saving your digital work with a Chromebook**

- a. Google Apps for Education (GAFE) is a suite of products which includes mail, calendar, sites, word processing, presentations, drawings, spreadsheets, forms, etc. that lets you create different kinds of online documents, collaborate in real time with other people, and store your documents, as well as your other files, in the cloud.
- b. With a wireless Internet connection, you can access your documents and files from any Chromebook, anywhere, at any time, no matter where you are. You can access your GAFE account from any computer with internet access by using the Google Chrome browser to login.
- c. All items will be stored online in the Google Cloud environment (Google Drive).
- d. Prior to leaving the district, or graduating, students wanting to save any work need to use Google Takeout to transfer any work to a personal Gmail account.

### **3.11 Network Connectivity**

The Breckenridge School District makes no guarantee that the district's network will be up and running 100% of the time. In the rare case that the network is down, the district will not be responsible for lost or missing data. The Chromebook has the ability to be used offline and sync back to the user's Google Drive when connected to the internet.

### **Chromebooks left in Unsupervised Areas**

- a. Under no circumstances should the Chromebooks be left in an unsupervised area.

- b. Unsupervised Chromebooks will be confiscated by staff. Disciplinary action may be taken for leaving your Chromebook in an unsupervised location.

#### **4. Theft, Vandalism, or Lost Chromebook**

- a. In cases of theft, vandalism, or loss the student/parent/guardian must file a report with the Principal's Office before a Chromebook can be replaced.
- b. The fee for a Lost Chromebook is \$75. If a second device is lost, full replacement cost of \$300 will be assessed.
- c. Failure to report a lost or stolen Chromebook in a timely manner may result in a request for compensation for the replacement cost of the Chromebook.

### **5. Operating System on your Chromebook**

#### **5.1 Updating your Chromebook**

When a Chromebook starts up, it updates itself automatically, so it has the latest version of the Chrome operating system. No need for time-consuming installs, updates, or re-imaging.

#### **5.2 Virus Protections & Additional Software**

With defense-in-depth technology, the Chromebook is built with layers of protection against malware and security attacks. Files are stored in the cloud, so there's no need to worry about lost homework.

#### **5.3 Software Installation**

Chromebooks can seamlessly access the Google Apps for Education suite of productivity and collaboration tools, as well as apps available in the Chrome Web Store and content across the entire web.

Appendix A

## **FREQUENTLY ASKED QUESTIONS**

### **1. What are my responsibilities as a parent/guardian in terms of replacement of the Chromebook if it is damaged, lost or stolen?**

The Breckenridge Public School District will be responsible for the repair of the Chromebook for normal wear of the unit that is covered by the warranty. If the Chromebook is damaged, stolen, or lost, the student/parent/guardian is responsible for replacing the unit. The District regards the Chromebook as all other materials that are checked out to a student ex: library materials, sports equipment, etc.

### **2. Does my child have to accept a Chromebook?**

A Chromebook will be made available to each student grades 7-12 for use at school and to take home. Students and parents/guardians must sign and return the District Issued Chromebook User Agreement (Appendix H) and pay any existing fines before a device is issued to the student. If a parent/guardian does

not want the child to take a Chromebook home, the parent may notify the office in writing. In this case the student will need to check the Chromebook in and out of the Media Center each day.

### 3. How is the District paying for the Chromebooks?

The Chromebooks are being purchased using dollars from the current technology budget and technology referendum.

### 4. As a parent/guardian, how do I monitor my child's use of the Internet?

Breckenridge Public Schools uses Securly as a filter for all student activity. During the school day, all online activity is closely monitored by the Technology Department. Parents are encouraged to closely monitor use of the chromebook in the family home. Please see the attached document entitled *Parents' Guide. Safe and Responsible Student Internet Use.* (Appendix C).

### 5. What if we don't have wireless internet access (Wi-Fi) at home?

Chromebook use is maximized with wi-fi. If a family does not have wi-fi, a student may use the Chromebook at school, at the public library, at local businesses with wi-fi capabilities, or wherever wi-fi is available. For times when wi-fi is not available, there are a variety of tasks you can still do with your Chromebook:

- Write emails.** Gmail Offline is built to support offline access, allowing mail to be read, responded to, searched, and archived without network access. After first start-up, Gmail Offline will automatically synchronize messages and queued actions anytime Chrome is running and an Internet connection is available.
- View appointments.** With offline access from the Google Calendar app, you can view a read-only version of your calendar no matter where you are.
- View, create, and edit documents.** The Google Drive app allows you to view and edit Google Docs, Slides, Sheets, and Drawings files.
- View and edit photos.** Your Chromebook comes with a built-in photo editor, so you can view and edit photos that are saved locally.
- View Microsoft Office and Adobe .pdf files.** You can easily use your Chromebook to view Microsoft Office or Adobe files without an Internet connection.
- Take notes.** With Google Keep, you'll be able to take and save short notes that will be synced to the cloud the next time you're connected to the Internet.
- Read offline web pages.** If you've saved web pages for offline viewing later, these will open seamlessly in Google Chrome on your Chromebook.
- Use offline-capable apps.** Some very powerful web applications also have offline counterparts, and you can find them in the Chrome Web Store. Some of these apps include The New York Times and Cloud Reader from Amazon.

## 6. What if a student forgets to charge the Chromebook?

Charging stations are available in the Media Center and in the Main Entry. Repeat violations of not having a fully charged Chromebook will result in disciplinary action.

## 7. Will students keep the Chromebook for the summer?

Chromebooks and all Breckenridge Public School District accessories will be returned during the final week of school so they can be checked for any service needs and prepared for use the following year.

*Please contact your child's principal with any questions regarding student use of Chromebooks.*

Appendix B

## Breckenridge District 846 Chromebook Insurance

### *Optional*

Families are encouraged to purchase the following optional insurance coverage from District 846. At a rate of \$25 per year per student (\$65 annual family cap), any and all *accidental damages* will be covered by the policy. Students and families choosing to waive the optional policy would be subject to full repair cost for any damage to a leased chromebook.

- This does not cover Loss, Theft, or Intentional Damage to a chromebook.
- Claims should be filed with the Technology Coordinator within 7 days of the incident.

- Payment can be made on SchoolPay or at the school office between July 1 and October 1 (enrollment deadline) of the applicable year. Families enrolling within the school year must enroll within 2 weeks of their first day of classes.
- For reference, current repair costs for the Lenovo 100e Chromebook are as follows

Screen or keyboard: \$50

Top or Bottom Cover: \$35

Mainboard: \$100

Trackpad, daughterboard, or bezel: \$30

STUDENT NAME \_\_\_\_\_ Grade \_\_\_\_\_ Year \_\_\_\_\_

- I choose to purchase ADP insurance coverage for the \_\_\_\_\_ school year
- I waive the option to purchase ADP insurance coverage at this time

Parent/Guardian Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Appendix C

## CHROMEBOOK USE: RULES AND EXPECTATIONS

### Rules and Appropriate Usage

The Breckenridge Public School District encourages the use of 1:1 devices and the network, including the Internet, as a tool for research and education. 1:1 devices and the network, like any other school property, must be used for the educational purposes for which it was intended. The Chromebooks issued to students are the property of Breckenridge Public School District. The distribution of a Chromebook to each student is a privilege, not a right, which may be revoked at any time for inappropriate conduct. Before issued a Chromebook for use at school and/or home, students and parents or guardians must sign a *District-Issued Chromebook User Agreement and a Student Internet Acceptable Use Consent Form*, and pay the annual lease, and optional insurance coverage.

**Students are expected to abide by the following rules and behavioral expectations both at home and within the school:**

### **USE OF EQUIPMENT (Hardware and Software)**

- Student must have a user agreement signed by a parent/guardian on file with the Breckenridge Public School District to use the Chromebook and to use the Internet.
- The District's technology is to be used for educational purposes only.
- The use of the District's technology must not violate existing policies of the Breckenridge Public School District
- Student may not destroy, deface, or alter Chromebook equipment or files not belonging to the student.
- Students may not hide files or activity on the Chromebook.

## **THE NETWORK**

- Online time must be used wisely to allow equitable access for all users.
- Chat lines, bulletin boards, forums, etc. may not be accessed by students without prior consent from a teacher or person monitoring the Internet use.
- Engaging in activities that are pornographic or drug related will result in automatic termination of the student's network/Internet privileges. Suspension or expulsion may result from inappropriate use.
- Sending messages via any technological or cellular communication system with the intent to intimidate, frighten, threaten, or abuse another person is considered harassment and will be dealt with as such.
- Students may not change, alter, bypass, or attempt to bypass any Chromebook security measures including filtered Internet sites.
- Possession of malicious software items such as viruses, Trojan software, spyware while at school, on the District network, or transferring to the District network will be considered a violation.

## **PRIVACY**

- It is a violation to share a password or any other confidential information with anyone else or to access any account belonging to other students, faculty, or staff.

## **APPROPRIATE LANGUAGE**

- The use of vulgar, suggestive, or otherwise inappropriate language will not be tolerated.

## **MANAGEMENT**

Breckenridge Public School District reserves the right to monitor all District technology use. The District also reserves the right to search Internet accounts accessed with school equipment without permission if it is felt that illegal or otherwise inappropriate use of technology is occurring. Improper use of District technology will result in fines, loss of network/Internet privileges, suspension, or expulsion as deemed appropriate.

## **Responsibilities**

By signing the District-Issued Chromebook User Agreement and Student Internet Acceptable Use Consent Form, students and parents or guardians agree to:

- Submit their Chromebook to school authorities upon request. Such a request may be made in order to ensure Chromebooks do not contain any files, as well as to check browser histories and caches.
- Students are required to leave their Chromebooks at school over the summer for regular maintenance.
- Accept monitoring of student usage of the Chromebooks at any time, when requested by school personnel (teachers or administration). Students and parents need to be aware that files created using the Chromebook or stored on school servers are not private.

- Charge their Chromebook overnight each night to ensure that they are fully charged for classes the next day. Just as students are expected to be prepared for class by having all required materials, students must have a charged Chromebook available to them at the start of each day.
- Protect the Chromebook from damage and theft. Required precautions include the use of the protective case when transporting the Chromebook to and from classes and to and from school. If the Chromebook is lost or stolen when outside of school grounds, it should be reported to the local law enforcement and school immediately. Parents or guardians are financially responsible for any lost or stolen Chromebook that is not recovered in good working order by authorities.
- If the Chromebook is damaged, the parents or guardians will pay the cost of repair/replacement as laid out in Appendix B.
- Parents/Guardians are encouraged to obtain their child's login and password in order to monitor the student's computer usage at home. If parents have any difficulties receiving this password, they should contact the building office for assistance. When the Chromebooks are taken home by the student, it is strongly recommended that it will always be used in a common family location so that adult supervision can be maintained at all times.

### **Consequences for Breaches of the Acceptable Use Agreements**

In the event a student breaches any part of the Chromebook Procedures & Information Handbook or Student Internet Acceptable Use Agreement, there will be consequences imposed by the school, consistent with the Parent/Student Handbook and District policies. Each situation will be considered independently and consequences will range from a discussion about the rules and expectations regarding Chromebook usage and/or a complete withdrawal of access to all computer technology up to and including suspension or expulsion. Violations could also lead to referral to local police authorities.

Appendix D

### **Chromebook Student-User Expectations**

**As a Chromebook user, you will be expected to:**

1. Look after your Chromebook very carefully, all of the time.
  - a. Chromebooks will never be left unattended.
  - b. Chromebooks must be situated securely on the working surface.
  - c. Make sure the Chromebook is not subject to careless or malicious damage (i.e. as a result of horseplay).
  - d. Take care when the Chromebook is transported that it is as secure as possible. The Chromebook **MUST** be carried in its padded, protective case at all times.
  - e. Carry the Chromebook in the closed position with two hands.

2. Ensure that your Chromebook is charged every evening and ready for use the next day (i.e. plugging it in for charging overnight).
3. Store your Chromebook in your locked locker when not in use (i.e. lunch, phy ed, etc.). The Chromebook should be in its case when stored in a locked locker and no items can be stacked on top of it.
4. Be on the task assigned by the teacher at all times. Chromebooks will ONLY be used for educational purposes as directed by Breckenridge Public School District staff.

### **Consequences for Violation of Chromebook Rules:**

Please review the Parent/Student Handbook for building-specific consequences for violations of Chromebook user rules. By signing the District-Issued Chromebook User Agreement, you commit to the student expectations and understand the consequences for violation.

Appendix E

## **Parents' Guide**

### **Safe and Responsible Student Internet Use**

The Breckenridge Public School District recognizes that with new technologies come new challenges to both teachers and parents. Below is a series of suggestions drawn from a wide variety of professional sources that may aid you, the parent, in effectively guiding your child's use of the Chromebook.

1. **Take extra steps to protect your child.** Encourage your child to use and store the Chromebook in an open area of your home, such as the kitchen or family room, so you can monitor what your child is doing online. Use the Internet with your child to help develop safe surfing habits. Children often model adult behavior.
2. **Go where your child goes online.** Monitor the places that your child visits. Let your child know that you're there, and help teach her/him how to act as s/he works and socializes online.
3. **Review your child's friends list.** You may want to limit your child's online "friends" to people your child actually knows and is working with in real life.
4. **Understand sites' privacy policies.** Internet sites should spell out your rights to review and delete your

child's information.

5. **Limit the time your student is on the Chromebook.** While the Chromebook is a very engaging device, it is a school work device. Care and constant monitoring will reduce your child's exposure to excessive use.
6. **Report unwelcome or malicious online threats.** Report in a timely fashion to the school any online interactions that can be considered threatening.
7. **Help your child develop a routine.** Many parents have found success by helping create a routine for their Child's computer use. Define a routine as to how the Chromebook is cared for and when and where its use is appropriate.
8. **Take a look at the apps or programs.** It is to the advantage of the students, parents, and school that the parents have a working understanding of the programs and student work found on the Chromebook.
9. **Read and share with your child the Breckenridge Public School Chromebook Procedures and Information Handbook.** By reading and discussing the care and use policies, you can create a clear set of expectations and limitations for your child.

## General Tips for Parents for Internet Safety:

- Talk with your child about online behavior, safety, and security early on and continually. Set rules for the internet just as you do on use of all media sources such as television, phones, movies, and music.
- Monitor your child's computer use. Know their passwords, profiles, and blogs. When the Chromebooks are taken home by the student, it is strongly recommended that it will always be used in a common family location. Let children show you what they can do online and visit their favorite sites. Set limits and clear expectations for computer use.
- Look into safeguarding programs or options your online service provider may offer; these may include filtering capabilities.

Appendix F

## SOCIAL MEDIA GUIDELINES

### Educational Purpose

In order to help our students develop their reading and writing skills, cultivate our understanding of different people and cultures, share information and collaborate safely and effectively via the Internet, and learn through experiences, our students participate in using a variety of social media applications (blogs, wikis, podcasts) and content creation sites (Animoto, Glogster, Blogger). To protect student privacy and ensure safety, the following guidelines are to be followed:

### Student Responsibility

- When creating accounts, provide their full first names and only the first letter of their last name.
- When asked to provide birth date information, all students will use January 1 of their birth year.
- Students will not share personal, identifiable information. (i.e. school name, location, etc.)

- Students will use group pictures of students and/or individual pictures, which do not identify individuals by name.
- Students will agree to use social media and content sites responsibly.
- Protect the Chromebooks from damage and theft per the 1:1 Technology Student Expectations. Required precautions include the use of the protective sleeve when transporting the Chromebook to and from school. If the Chromebook is lost or stolen when outside of school grounds, it should be reported to the local police authorities and school personal immediately. Parents or guardians are financially responsible for any lost or stolen Chromebook that is not recovered in good working order by the authorities.
- Understand the User Agreements, including Acceptable Use Policy (AUP), building specific student handbook rules, 1:1 Technology Student Expectations and Parent Permission Agreement.

### **Parent/Guardian Responsibility**

- Monitor student Internet and social media use at home.
- Contact teacher who has assigned the project if any questions or concerns arise.
- Parents/Guardians are encouraged to obtain their child’s log-in and password in order to monitor the student’s computer usage at home. If parents have any difficulties receiving this password, they should contact their student’s school Main Office for assistance.
- If the Chromebook is damaged, the parents or guardians will pay the full repair/replacement cost of the Chromebook, protective sleeve and/or AC power adaptor.

Appendix G

## **District-Issued Chromebook User Agreement**

Agreement must be signed by the student AND parent/guardian before a Chromebook will be issued to a student.

As a user of the Breckenridge Public School District computer network and District-issued Chromebook, I acknowledge receipt of and hereby agree to comply with the user requirements contained in the *Chromebook Procedures and Information Handbook*.

**Student Name (PRINT)** \_\_\_\_\_ **Grad Year** \_\_\_\_\_

**Student Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

As the parent or legal guardian of the minor student signing above, I grant permission for the student named to access networked computer services and school computer hardware. I understand that I may be held liable for usage violations and/or equipment damage to District-issued Chromebooks. I acknowledge receipt of and hereby agree to comply with the user requirements contained in the *Chromebook Procedures and Information Handbook*.

**Parent/Guardian Signature** \_\_\_\_\_ **Date** \_\_\_\_\_



# EMPLOYEE HANDBOOK

## 2024-2025

### **BRECKENRIDGE PUBLIC SCHOOL DISTRICT NO. 846**

Business Office  
810 Beede Ave  
Breckenridge MN 56520  
218-643-6822

Elementary School  
810 Beede Ave  
Breckenridge MN 56520  
218-643-6681

High School  
710 13<sup>th</sup> Street N  
Breckenridge MN 56520  
218-643-2694

[www.isd846.org](http://www.isd846.org)

Breckenridge School District #846 does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities. Kristie Sullivan, District Superintendent at 218-643-6822, has been designated to handle inquiries regarding discrimination. Additional information may be obtained from the US Department of Education, Office for Civil Rights, 500 W. Madison St., Suite 140, Chicago, IL 60661.

Board Approval Date: 8/21/2024

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# FACULTY/STAFF HANDBOOK

“Breckenridge Pride...Inspiring to Excel”

## 1. MISSION STATEMENT

We are devoted to providing personalized learning through challenging, relevant and dynamic experiences in a safe environment where mutual respect is fostered and innovative builders of the future are developed.

## 2. VISION STATEMENT

A school system in which each learner graduates fully prepared to succeed in college, career, and life

## 3. GENERAL INFORMATION

- A. Working hours begin at 8:00 am and end at 3:45 pm for each teacher. Some may start at 7:45 am and end at 3:30 pm provided they have made the request to the principal. **Teachers are expected to keep their classrooms locked when not occupied. The period from 3:15 (elem)/3:23 (HS) to 3:45 pm will be reserved for student appointments, parent conferences, teacher meetings, lesson preparation, etc.**
- B. The Breckenridge Public Schools’ buildings, vehicles, and property are tobacco- and vape-free. Tobacco and vape device usage is not allowed.
- C. **Teachers- Please do not leave classrooms or study halls unattended!** Teachers are legally responsible for the safety of each child under their supervision; gross negligence is displayed if students are left unsupervised. Secondary teachers are expected to be visible in the hallway between classes.
- D. The administration will conduct faculty meetings as needed.
- E. Please see the principal regarding the format expectations of lesson plans.
- F. Teachers are expected to care for their room: writing on desks or other room surfaces is prohibited, desks should be rearranged after class, lights turned out after use, paper picked up off the floor, windows closed and locked at the end of the day, and rooms are to be locked after use. As appropriate, please have students put chairs and any other materials on the floor (i.e. book bins, folders, etc.) on top of their desks at the end of the day for easier and more thorough vacuuming. Teachers are asked to help keep the school clean. Students are not to be allowed to tamper with heating or cooling controls.
- G. Anytime teachers take students out of the building during school hours, a roll sheet is to be emailed to the principal and office secretaries and a copy carried on the bus for every bus trip except the routine rural runs. If a student is on the list but not on the bus, notify the office before leaving the school. These sheets are for emergency purposes and for taking roll on the way back home. Coaches/Advisors will ride the bus home from extra-curricular activities. Bus drivers are not to be left in charge of students. Vehicles carrying students to and from school events must be driven by an authorized adult with Type III Drivers training.
- H. Teachers conducting after hours activities are to remain in the building until the last student leaves. Upon leaving, rooms are to be straightened up, lights are to be turned off, and the doors and windows are to be locked. Do not prop doors for student use.

- I. **Teachers are not to let students use their keys.** The administrator may request that school keys be turned in at the end of the school year. If this request is made, keys should be submitted along with the end of the year checkout sheet.
- J. Teachers should require students to call them by Mr., Miss, Mrs., or Ms.
- K. Student and staff injuries are to be reported immediately to administration (including Dessica Komestakes) and an incident report completed.
- L. Teachers are not authorized to use school vehicles without permission from administration.
- M. Teachers are accountable for supplies and equipment under their care including staplers, tape dispensers, copying, etc. Teachers will be responsible for inventory.
- N. A teacher file is maintained in the district office which includes: teacher certificate(s), leave slips, evaluations, etc.
- O. Teacher tardiness to school or class will not be tolerated.
- P. Teachers planning special events will have them cleared with the principal a minimum of one week before the event is to take place. Activities involving money or the school activity account must be cleared with the principal.
- Q. Cash boxes and/or money from student activities may not be kept in classrooms; rather, turn cash and checks into the office. In the case where a deposit is not yet being made, office staff will store cash and checks securely in the vault.
- R. A detention for grades 7-12 will be scheduled by the Dean of Students. Structured detention may take place during Wednesday morning late starts, after school, during a student's lunch or other pre-arranged time.
- S. Teachers are expected to become familiar with the items contained in the student handbook and student section of policy.
- T. The School Board hereby resolves to comply with Public Law 94-553 and Title 17 of the United State Code regarding Federal copyright laws. It is the intent of the Board of Education that employees shall respect the copyright laws and that copying machines, computers, etc. owned by the school district shall not be used in a manner as to infringe on the rights of others.

#### 4. STUDENT DISCIPLINE

Discipline is not the responsibility of only the dean of students, principal, and/or superintendent. Each teacher in the district will share the responsibility of maintaining proper discipline. All rules and regulations put forth by the Board of Education and/or the offices of the superintendent and principal shall be enforced by each individual teacher. **Refer to the Student Handbook and Discipline policies** (500 series of policies apply specifically to students).

#### 5. DRESS CODE

Teachers are expected to be professionally dressed during working hours. Employees are permitted to wear jeans and Cowgirl/Cowboy gear are permitted on Fridays.

#### 6. SUBSTITUTES, SICK LEAVE, AND OTHER TEACHER ABSENCES

- A. All absences prior to 7 a.m., should be submitted in Frontline (formerly AESOP). If a sub is needed any time after 7:00 a.m., notify the respective office secretary immediately and they will arrange for your sub. Contact the high school office (ext. 4401) for MS/HS absences. Call the BES office (ext. 4019) for elementary absences. If no one answers, leave a message.
- B. The district will grant sick leave in accordance with the negotiated agreement.

- C. The district will grant personal leave in accordance with the negotiated agreement. Personal leave shall be taken in half day increments.
- D. Leave forms should be submitted electronically in advance for personal leave and immediately upon return for other types of leave.
- E. Substitute folders are to be completed and kept in an accessible location and should include class rosters, seating arrangements, class schedules, procedures, material locations, computer passwords, and other necessary information. Current class rosters are also to be kept in classroom emergency buckets; in the event of an evacuation or lockdown, we must take into account that our substitutes will not have access to the district's Crisis Go application.
- F. Minnesota's Earned Safe and Sick Time (ESST) law provides employees with the right to earn paid time off that can be used for various purposes related to health, safety, and family care. Under this law, employees accrue one hour of earned sick and safe time for every 30 hours worked, up to a maximum of 48 hours per year. This time can be used for an employee's illness, injury, or medical appointments; to care for a family member's health needs; or for reasons related to domestic violence, sexual assault, or stalking. Additionally, ESST can be used when an employee's place of business or their child's school or daycare is closed due to weather or other public emergencies. Employees may carry over unused time from year to year, up to 80 hours. Breckenridge Public Schools is committed to complying with this law and ensuring that employees have the necessary support to take care of their health and safety needs. For more details on how to track and use your earned sick and safe time, please contact the district's Business Manager.

## **7. ABSENTEES AND ATTENDANCE**

- A. Teachers are required to keep a record of absences for each individual class. Junior high and senior high school teachers will enter absences/tardies into the district computer system for each class period. Attendance should be taken immediately at the beginning of the class period. Three unexcused tardies shall count as a class absence and count toward the district attendance policy. Elementary attendance is taken twice daily, once in the a.m. and once after lunch.
- B. Teachers will be expected to make valid assignments for make-up work to be given to students after they have missed class. This work should be designed to adequately make up for the number of classroom minutes missed and the learning objectives of the lesson(s).

## **8. ACTIVITIES**

- A. Teachers and support staff are encouraged to attend school events including athletic events, music programs, graduation, holiday programs, class plays, etc.
- B. School events are authorized only with permission from the principal.
- C. Teachers and/or support staff may be asked to chaperone school parties during the school year.
- D. Lights in the gym are to be turned off after activities are finished. Equipment is to be put away after use.
- E. Teachers and paraeducators are required to accompany and supervise students in lyceums, assemblies, and pep rallies and are required to sit with their classes or assigned students.
- F. It shall be the duty of the coaches/office to inform students if they become ineligible for a sport or activity.

## **9. PURCHASES**

All purchases by employees are required to follow proper purchasing procedures. The school district will not accept responsibility for unauthorized purchases. The requisition/purchase order process will be strictly followed. All requisitions should be completed by April 1 of the school year for the current school year. If an item is needed after this date such as perishable items, be sure to contact the principal prior to purchasing. Unauthorized purchases will become the financial responsibility of the employee placing the order or making the purchase. Student accounts should be approved by administration if there are any questions about the approval of the purchase.

## **10. MONEY**

- A. All money turned into the office should be counted.
- B. Money disbursed for field trips, etc. is to be accounted for with receipts.

## **11. CUSTODIANS, COOKS, BUS DRIVERS, OFFICE SECRETARY**

- A. Teachers have no authority over the custodians, cooks, bus drivers, office secretaries, or other teachers, etc.
- B. The work of the custodian is very important to all of us. Cooperation of all staff members with custodians in keeping the school environment clean and safe will be appreciated. If you have suggestions about the way your room or area is being kept and cleaned, please refer comments to the principal or superintendent, not directly to the custodian. If repairs are needed, please submit a ticket by emailing: [custodial@isd846.org](mailto:custodial@isd846.org).

## **12. HOT LUNCH**

Employee lunch accounts can be set up through the elementary or high school offices with deposits made through the offices or through School Pay. Meal prices are set annually by the School Board and can be found on the Fee Schedule.

## **13. HIGH SCHOOL CLASS PROCEDURES**

- A. The full class period should be used for instruction. Do not allow students to line up at the door prior to the dismissal bell.
- B. Teachers will be at their door or in the hallway when classes are changing to ensure safety of students, facilitate orderly hallway traffic, and welcome students to class.
- C. Personal work is not to be done on school time.
- D. Authority to excuse students from class is reserved to the administration. Teachers are not to allow a student to leave the school building to drive home to get forgotten items or to pick up items downtown, etc. If such things are necessary, they must be cleared with administration.
- E. Teachers are not to allow students to disturb other classes.
- F. No personal use of technology when responsible for students.
- G. Help supervise students before and after school in the hallways.

## **14. HARASSMENT**

### General Statement of Harassment Policy:

It is important to remind everyone that ISD 846 does not tolerate acts of harassment, including acts of harassment based on disability in our district.

If you believe you have been subject to harassment or a hostile environment based on your disability or any other protected characteristic (such as age, gender, national origin, race, color, creed, religion, marital status, familial status, age, sexual orientation or receipt of public assistance), immediately report the harassment or hostile environment to the district. The district is committed to conducting thorough investigations into reports of harassment or hostile environments. Reports should be made to the District's Human Rights Officer, Superintendent, 710 13th St. N, Breckenridge, MN, 56520, (218) 643-6822.

Individuals found to have engaged in acts of harassment or other acts that create a hostile environment based on disability, or any other protected characteristic, will be promptly disciplined pursuant to the District's discipline policy, employee discipline policy, or collective bargaining agreement where applicable.

If circumstances warrant it, such discipline may include suspension and expulsion for students, suspension or termination for district staff.

General Statement of Sexual Harassment Policy:

Sexual harassment is a form of sex discrimination, which violates Section 703 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000, et seq., and Minnesota Statute 363.01.13, the Minnesota Human Rights Act. Sexual violence is a physical act of aggression that includes a sexual act or sexual purpose. The policy in full detail is available upon request from the district office.

It is the policy of Independent School District No. 846 to maintain a learning and working environment that is free from sexual harassment and sexual violence. The School District prohibits any form of sexual harassment and sexual violence.

It shall be a violation of this policy for any student or employee of School District No. 846 to be sexually violent to a student or employee.

The School District will act to investigate all complaints, formal or informal, verbal or written, of sexual harassment or sexual violence and to discipline any student or employee who sexually harasses or is sexually violent to a student or employee of the School District.

The policy includes definitions of sexual harassment and violence. It organizes the reporting, investigation, district action and reprisal procedures.

The Harassment and Violence Policy 413 in full detail is available upon request from the District office or on the school website under District Office > District Policies

[https://drive.google.com/file/d/1ogKaHlmbd2DYCMOi18l\\_6Dvrqhy3b54i/view](https://drive.google.com/file/d/1ogKaHlmbd2DYCMOi18l_6Dvrqhy3b54i/view)

## **15. STAFF LOUNGE**

- A. The staff lounge is provided for use during free time.
- B. Students are not allowed in the lounge.
- C. The refrigerator and coffee area are the responsibility of employees. Keep the lounge clean and orderly.

## **16. PUMP ACT**

As an employer, Breckenridge Public Schools is committed to supporting nursing mothers by providing a safe and private environment for them to nurse an infant or express milk. In accordance with applicable laws, all nursing mothers are entitled to reasonable break times during the workday for these purposes. The district has designated private locations that are free from intrusion where nursing mothers can comfortably and discreetly express milk. Employees are encouraged to reach out to their

supervisor for more information or to make arrangements to utilize these facilities. We are dedicated to ensuring that all employees have the support and resources they need to balance their professional and personal responsibilities.

## **17. EVALUATION**

Formal teacher evaluations will be conducted in accordance with Minnesota state law. Informal observations will be an on-going process throughout the school year. Please refer to the Educator Excellence Program for more information.

## **18. GRIEVANCE**

Refer to the master agreement.

## **19. GRANTS & TECHNOLOGY PURCHASES BY TEACHERS**

All grants sought out by teachers need to be approved by administration. This includes, but is not limited to, such grants as Donors Choose, Richland Wilkin Community Foundation, etc. Technology purchases and grant requests with technology requests need to be approved by technology staff personnel. For state and federal grants, teachers should consult with the superintendent, principal, and Miriam Tobola.

## **20. PROFESSIONAL GROWTH**

It shall be the policy of the Breckenridge Public School District School District to adhere to Professional Growth Standards as put forth by the MN Department of Education. Compliance with these requirements is monitored by the Superintendent of Schools.

## **21. GRADING SCALE**

A numerical grade will be used on the report card and permanent records for all academic subjects in grades 7-12. The following grading systems shall be used:

A 95-100	C+ 77-79	D- 60-62
A- 90-94	C 73-76	F 59-00
B+ 87-89	C- 70-72	
B 83-86	D+ 67-69	
B- 80-82	D 63-66	

I = Incomplete – No grade unless work is completed.

Grades K-6 use a standards based grading scale as follows:

E- Exceeds

M- Meets

PM - Partially Meets

DM - Does not Meet

## **22. CLUBS AND ORGANIZATIONS**

All funds and financial transactions will flow through the appropriate office of that club or organization. No advisor shall solely maintain a club or organization's finances. Fundraisers for organizations must be

approved by the School Board. Advisors **MUST** be present during fundraising activities and supervise the students involved.

### **23. FIELD TRIPS**

**NO STUDENT MAY GO ON A FIELD TRIP WITHOUT A SIGNED PERMISSION SLIP.**

Field trips are valuable if planned carefully by the teacher. If you wish to plan a field trip:

- A. Get the approval of the principal at least 2 weeks prior to the event.
- B. Get the approval of the place to be visited.
- C. Complete Bus Request form 2 weeks in advance.
- D. Instruct your students about the field trip, the approximate time of departure, time of return, and special actions to be taken on the students' part.
- E. Chaperones are to have a background check completed.

### **24. CODE OF CONDUCT**

Staff members have a responsibility to make themselves familiar with and abide by, the laws of the state and the policies of the school district as these affect their work. District goals are dependent upon the professional behavior of all staff and the following responsibilities will be required:

- A. Faithfulness and promptness in attendance at work.
- B. Support and enforcement of policies of the School Board and regulations of the school administration.
- C. Diligence in submitting required reports at the time and in the manner specified by the law and the district policies and practices.
- D. Care and protection of school property.
- E. Concern and attention for their own and the school system's legal responsibility for the safety and welfare of students, including the need to ensure that students are under proper supervision at all times.

### **25. CHAIN OF RESPONSIBILITY**

Students, parents, and teachers are encouraged to follow the appropriate chain of responsibility for resolution of any problems or concerns. The chain of responsibility is:

Student/Parent → Teacher → Building Principal → Superintendent → School Board

### **26. SCHEDULING EVENTS**

The school calendar is extremely important for planning school events and activities. For the sake of conflict, **all school activities will be scheduled through the principal's office.** Contact an administrative assistant in either school office. Also the Activities Director can be contacted for either building. Only those items approved through the administrative offices will be considered as having official sanction. School events can be found at the school website at **www.isd846.org** and click Activity Calendar.

### **27. PREPARATION TIME**

All teachers will remain in the building during their preparation time. The school office must be notified if a teacher needs to leave the building during their preparation time except during the allotted duty free lunch. Preparation periods are to be used for lesson preparation, assessing student work, and for working with students who may need extra help.

## **28. MEDIA CENTER**

Teachers will schedule time in the library with the media aide. Teachers must supervise students who are working in the library unless arrangements have been made with the media aide.

## **29. PAYROLL**

Payroll will be ready on the 15<sup>th</sup> of each month and the last day of each month or the last working day falls on a weekend or holiday. If payday falls on a weekend or holiday, payment will be made the last working day of the pay period.

## **30. TEACHER CONTRACT**

It is each staff member's responsibility to know their contract and how the details of the contract apply to them individually. **Read your contract.**

## **31. TORNADO, FIRE, & LOCKDOWN DRILLS**

Teachers are to be familiar with emergency procedures including fire and tornado drills. Fire and tornado drills are to be conducted under the supervision of the principal. The signal for a fire drill will be an automated warning and the use of Crisis Go. The signal for a tornado drill will be voiced over the intercom and through Crisis Go. Holds and lockdowns will also be called over the intercom and Crisis Go. **Teachers must have their Emergency Procedures Flipcharts, class rosters, and bucket of supplies with them during drills or emergencies. Teachers should immediately take attendance to account for their students. You will do this through the Crisis Go app when possible.**

## **32. STORM PROCEDURES**

In the event of emergency school closings, including calling off school or early dismissal, students and parents should listen to the following radio and television stations for school information: KBMW, WDAY, KFGO, and KVLV. The district's School Messenger Notification System and Facebook page will also be used to notify parents/students of any emergencies or closings.

## **33. STUDENT MEDICATION**

Students who must depend upon receiving medication during the school day must have a written order from a physician giving specific directions for taking the medication. Prescription medicine must be in the original container and kept in a locked container in the school office / nurse's office during the day. Students in grades 7-12 must also have a signed permission slip by their parents/guardians to carry any over the counter medications such as aspirin, Tylenol, etc., on their person or to have them stored in their bags or lockers.

## **34. SUBSTANCE USE/ABUSE POLICY**

The Board of Education of Independent School District No. 846 is committed to the prevention of alcohol, tobacco and other substance use/abuse. This policy describes the philosophy of the district and the program elements the district will use to promote healthy lifestyles for its students and staff and to inhibit the use/abuse of alcohol, tobacco and other substances.

No person may use, possess, sell, or distribute alcohol or other substances, nor use or possess drug paraphernalia on school grounds or at school sponsored events, except drugs prescribed by a physician. The terms "alcohol and other substances" shall be construed throughout this policy to refer to the use of

all substances including but not limited to: alcohol, tobacco, inhalants, marijuana, cocaine, LSD, PCP, amphetamines, heroin, steroids, look-a-likes and any other of these substances commonly referred to as “designer drugs.” The inappropriate use of prescription and over the counter drugs shall also be prohibited.

Additionally, the following persons shall be prohibited from entering school grounds or school sponsored events: any person exhibiting behavior, conduct, or personal or physical characteristics indicative of having used or consumed alcohol or other substances.

### **35. SAFE SCHOOL STANDARDS**

By Minnesota law, whoever possesses, stores, or keeps a dangerous weapon as defined in Section 609.02, Subdivision 6, on school property is guilty of a felony and may be sentenced to imprisonment for not more than two (2) years or to payment of a fine of not more than \$5,000 or both. School property means a public or private elementary, middle, or secondary school building and its grounds (parking lots, athletic fields, etc.) whether leased or owned by the school. It also means the area within a school bus when the bus is being used to transport one or more elementary, middle, or secondary students.

### **36. VIOLENCE PREVENTION AND WEAPONS POLICY**

It is the policy of Independent School District No. 846 to maintain a learning and working environment that is free from threats or harmful influence of any person(s) or group(s), which exhibit and promote violence and disruptive behaviors. The Board is committed to promoting healthy human relationships and learning environments that are physically and psychologically safe. It further believes that students are the first priority, and that no physical or emotional harm is to come to them during school activities, on school grounds, on buses, or on field trips.

It shall be a violation of this policy for any pupil or staff member to possess a firearm or a dangerous weapon when in the school building, on school grounds, or at a school-related activity. It shall be the policy of ISD 846 to refer to law enforcement any person who brings a firearm to school in violation of the “Gun-Free School Act of 1994.”

The Board and administration shall publicize and inform staff and students annually of policies and procedures related to violence prevention and weapons. The district shall act immediately to investigate all acts or complaints of violence, either formal or informal, and take appropriate disciplinary action against any pupil or staff member who is found to have violated this policy. The superintendent will expel for 365 days any student who brought a firearm to school. The superintendent may modify such expulsion on a case-by-case basis.

### **37. ANNUAL ASBESTOS NOTIFICATION**

Our school buildings have been inspected for asbestos under the Asbestos Hazard Emergency Response Act of 1986 (AHERA). Some asbestos-containing building materials (ACBM) have been submitted to the Minnesota Department of Education (MDE), and the report is available for your inspection in the District Office at the Breckenridge Elementary School. The person designated as Asbestos Program Manager for our district is the Facilities Manager, Jerry Rosenthal, who can be reached at 218-643-6822.

Asbestos-containing areas will be kept under surveillance for change or damage. If you notice any change or damage to areas identified as asbestos containing, please notify the Asbestos Program

Manager above at once. In addition to periodic surveillance (at least every 6 months), the school will be re-inspected by a certified asbestos inspector every three years.

### **38. ACCEPTABLE TECHNOLOGY USE**

Upon hire, all employees must sign the internet acceptable use agreement and observe the district's social media guidelines. By authorizing use of the school district system, the school district does not relinquish control over materials on the system or contained in the files in the system. Routine maintenance and monitoring of the school district system may lead to a discovery that a user has violated this policy, or the law. An individual investigation or search will be conducted if school authorities have a reasonable suspicion that the search will uncover a violation of law or district policy. School district employees should be aware that the school district retains the right at any time to investigate or review the contents of their files and email files. In addition, school district employees should be aware that data and other materials in files maintained on the school district system may be subject to review, disclosure, or discovery under MN Stat.Ch 13(the Minnesota Government Data Practice Act). The school district will cooperate fully with local, state, and federal authorities in any investigation concerning or related to any illegal activities or activities not in compliance with school district policies conducted through the school district system.

### **39. SCHOOL BOARD POLICIES (400, 500 and 600 series of policies)**

All School Board Policies are to be adhered to at all times during the school year as a Breckenridge school employee. The Breckenridge School Board policies in the 400 series apply specifically to Employee/Personnel, the 500 series of policies apply specifically to students and the 600 series of policies apply specifically to education programs. All school district policies can be found at: [www.isd846.org](http://www.isd846.org).

### **40. COMMUNICATION WITH PARENTS/GUARDIANS**

As educational professionals, it is best practice to respond to a parent/guardian question in a professional manner. Please be proactive in contacting/talking with parents/guardians in regards to the education of their child in the building. It is recommended that staff respond to parent/guardian contacts (emails, phone, etc.) within 24 hours when school is in session.

Teachers are responsible for communicating frequently with students and parents/guardians regarding students' progress and performance, including, but not limited to phone calls, emails, newsletters, and conferences. Teachers are not to use personal accounts or devices for communications, but are to use their school issued accounts, phones, and/or equipment.

### **41. CHEMICAL FREE ZONE**

In order to respect students and staff with allergy issues related to certain chemicals, please do not use scented soaps, body or air freshener sprays, cleaners, plug-in air fresheners, diffusers, etc. throughout the building. Students and staff with allergies or asthma are greatly affected by many of these types of scents and chemicals in the products.

## **42. SOCIAL MEDIA GUIDELINES FOR EMPLOYEES**

At Breckenridge Public Schools, we recognize many staff, students, parents, and community members are active social media users. As a school district, we use social media as a strategic tool for communication with stakeholders. The purpose of these guidelines is to help our employees participate online in a respectful, relevant way that protects their reputation and the reputation of Breckenridge Public Schools, and respects the professional relationship between teachers, students, and families.

For the purposes of this document, social media includes but is not necessarily limited to platforms such as Facebook, X (formerly Twitter), Instagram, SnapChat, LinkedIn, TikTok, Flickr, Pinterest, Tumblr, and YouTube. It also includes blogs, comments on websites, discussion forums, podcasts, and any other online activity involving connecting or communicating with other users. These guidelines complement, but do not replace, any existing policies regarding the use of social networking, ethics, technology, computers, email, and the internet in place for Breckenridge Public Schools.

### **Personal Responsibility**

We encourage responsible social media participation in adherence with policies concerning its use during work hours as well as other applicable policies. These policies include but are not limited to those concerning ethics, non-discrimination, anti-harassment, anti-bullying, student data privacy, and copyright/fair use.

We ask that you carefully consider the very public forum you may participate in and act in a way that properly represents both your professional reputation as an educator and the Breckenridge Public School District #846 as your employer.

### **Guidelines**

- You are personally responsible for the content you publish online or send in a private message. “Content” includes personal comments, links, photographs, audio or video, and content created by other users that you choose to share, send, or re-post. Your social media pages are an extension of you. We encourage you to ensure that your online behavior reflects the same standards of honesty, respect, and consideration you apply offline.
- Please use common sense when posting online. Express your ideas and opinions in a respectful manner. Seek to build trust and responsibility in your relationships.
- Avoid insulting others, including students, staff, parents, our extended school community, or other school districts. Do not use racial slurs, innuendos, obscenity or other inappropriate content.
- Avoid posting, sharing, commenting, or otherwise engaging in rumors or unsupported information.

- Represent Breckenridge Public Schools, and the students, families, and community you serve in the best light. Your posts and comments should help build and support the school community.
- Posts, comments, and messages on your personal social media pages may be used by the media as quotes and taken as such without explicit permission; therefore, you should refrain from commenting on district issues online. Doing so could lead others to believe that you are speaking for the district.
  - The Superintendent and School Board Chair are the only district employees expressly authorized to speak on behalf of the district.
- Content you post should not include provocative photographs, sexually explicit messages, content showing or promoting the use of drugs or content showing or promoting the illegal use of drugs or alcohol, or any other illegal activity.
- Be mindful that once something is posted, you cannot take it back. Any content you publish will be public and can be shared with the click of a button. “Deleting” content does not make it disappear, as deleted content can still show up in online searches. (The FTC allows private corporations to store publicly accessible Facebook posts for a period of approximately seven years to be used in background checks made by current or potential employers.) Moreover, even posts, messages, and photographs that are “private,” shared only with your specific contacts, or designed to disappear after a short time may be shared, screenshotted, and/or re-posted by other users. All content should be posted with the assumption that it could become public.

### **Privacy and Copyright**

- Respect the privacy and rights of both colleagues and students. Confidential student or personnel information should never be shared online. Photos and videos of students should not be posted on an employee’s personal social media account. This is a violation of FERPA (Family Educational Rights and Privacy Act) and against the law.
  - Employees are encouraged to “share” posts from their school or from the district if they would like to feature their work on their personal pages.
- Do not create any social media account, blog, or website intended to represent Breckenridge Public Schools unless given permission by the Director of Learning and Innovation or Superintendent. Breckenridge Public Schools maintains one official Facebook page. Other pages add confusion and impose liability on the employee responsible. It is important to protect the district’s brand by ensuring certain brand standards and content guidelines are maintained, and promoting a unified message on all district/school social media pages.
- Do not use logos or images without permission.
- Use your personal email addresses on social networking sites and while engaging in personal off-duty social media activities.
- You are responsible for understanding and controlling privacy settings on each social network you use. Always assume default settings will make your profile and any content you share

publicly accessible. Even with maximum privacy settings in place, or in social media apps designed to make content disappear, content can still find its way into the public domain.

# Breckenridge Public Schools

*"Home of the Cowboys & Cowgirls"*

INDEPENDENT SCHOOL DISTRICT #846 • DISTRICT OFFICE

810 Beede Avenue • Breckenridge, MN 56520

Phone: 218-643-6822 • Fax: 218-641-4035

[www.breckenridge.k12.mn.us](http://www.breckenridge.k12.mn.us)



**PLEASE SIGN AND RETURN THIS PAGE TO YOUR PRINCIPAL. An online acknowledgement will also be provided for you to sign off on receiving this document, if you wish to complete this requirement electronically. Watch for a link to this acknowledgment on the Principal's Connection THANK YOU!**

This **employee handbook** is for your use and includes the basic rules that aid us in operating the Breckenridge Public Schools. Rather than specifically discussing each and every passage in the handbook, we leave the responsibility of reading the book up to you and only ask that you sign this form indicating that you have received the Breckenridge Public School Employee Handbook 2024-2025. If you have any questions or comments about the contents of the handbook, please share them with your direct supervisor.

- I have been offered a copy of the **Drug-Free Workplace/Drug-Free School Policy #418** at [www.isd846.org](http://www.isd846.org).
- I have been offered a copy of the **Internet Acceptable Use and Safety Policy #524** at [www.isd846.org](http://www.isd846.org) and Breckenridge Public School District #846 **Social Media Guidelines for Employees** (included in the Employee Handbook. I have read and agree to comply with all aspects of the School District's Acceptable Use Policy.
- I agree to abide by all school district policies. *School policies can be found online on the school website or are available at the District Office.*
- **Confidentiality** - I shall use my access to confidential information for the sole purpose of performing my job duties.
- I have read the **Student Handbook** of the appropriate building. The handbooks can be found under the elementary or high school office tab on the school website or available at each school office.

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Date

**This Employee Handbook is shared with employee Google accounts on the school website.**

*School Board Policy & Master Teacher Agreement override this document.*



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

BE IT RESOLVED by the School Board of Independent School District No.846, Breckenridge, State of Minnesota as follows:

(a) 1. It is necessary for the school district to hold its general election for the purpose of electing three school board members for terms of four (4) years each.

(b) The clerk shall include on the ballot the names of the individuals who file or have filed affidavits of candidacy during the period established for filing such affidavits, as though they had been included by name in this resolution. The clerk shall not include on the ballot the names of individuals who file timely affidavits of withdrawal in the manner specified by law.

2. The general election is hereby called and elected to be held in conjunction with the state general election on Tuesday, the 5th day of November, 2024.

3. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for this general election are those polling places and precincts or parts of precincts located within the boundaries of the school district and which have been established by the cities or towns located in whole or in part within the school district. The voting hours at those polling places shall be the same as for the state general election.

4. The clerk is hereby authorized and directed to cause written notice of said general election to be provided to the county auditor of each county in which the school district is located, in whole or in part, at least seventy-four (74) days before the date of said election. The notice shall include the date of said general election and the office or offices to be voted on at said general election. Any notice given prior to the date of the adoption of this resolution is ratified and confirmed in all respects.

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

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

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

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

The clerk is authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in each polling place on election day.

5. The clerk is authorized and directed to acquire and distribute such election materials as may be necessary for the proper conduct of this election, and generally to cooperate with election authorities conducting other elections on that date. The clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements or understandings with appropriate election officials regarding preparation and distribution of ballots, election administration and cost sharing.

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


GENERAL ELECTION BALLOT

INDEPENDENT SCHOOL DISTRICT NO. 846  
BRECKENRIDGE PUBLIC SCHOOL

NOVEMBER 5, 2024

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**INSTRUCTIONS TO VOTERS**

To vote, completely fill in the oval(s) next to your choice(s) like this: 

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

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- CANDIDATE U
  - CANDIDATE V
  - CANDIDATE W
  - write-in, if any \_\_\_\_\_
  - write-in, if any \_\_\_\_\_
  - write-in, if any \_\_\_\_\_
  - write-in, if any \_\_\_\_\_
  - write-in, if any \_\_\_\_\_
- 

Optical scan ballots must be printed in black ink on white material, except that marks to be read by the automatic tabulating equipment may be printed in another color ink. The name of the precinct and machine-readable identification must be printed on each ballot. Voting instructions must be printed at the top of the ballot on each side that includes ballot information. The instructions must include an illustration of the proper mark to be used to indicate a vote. Lines for initials of at least two election judges must be printed on one side of the ballot so that the judges' initials are visible when the ballots are enclosed in a secrecy sleeve.

7. The name of each candidate for office at this election shall be rotated with the names of the other candidates for the same office in the manner specified in Minnesota law.

8. The individuals designated as judges for the state general election shall act as election judges for this election at the various polling places and shall conduct said election in the manner described by law. The election judges shall act as clerks of election, count the ballots cast and submit them to the school board for canvass in the manner provided for other school district elections. The general election must be canvassed between the third and the tenth day following the general election.

9. The School District clerk shall make all Campaign Financial Reports required to be filed with the school district under Minnesota Statutes, Section 211A.02, available on the school district's website. The clerk must post the report on the school district's website as soon as possible, but no later than thirty (30) days after the date of the receipt of the report. The school district must make a report available on the school district's website for four years from the date the report was posted to the website. The clerk must also provide the Campaign Finance and Public Disclosure Board with a link to the section of the website where reports are made available.

Dated: August 21, 2024

BY ORDER OF THE SCHOOL BOARD

\_\_\_\_\_  
206  
Clerk


**NOTICE OF GENERAL ELECTION**

**INDEPENDENT SCHOOL DISTRICT NO. 846  
BRECKENRIDGE PUBLIC SCHOOL  
STATE OF MINNESOTA**

NOTICE IS HEREBY GIVEN, that the general election has been called and will be held in and for Independent School District No. 846, Breckenridge, State of Minnesota, on Tuesday, the 5th day of November, 2024, for the purpose of electing three school board members for four year terms. The ballot shall provide as follows:

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**INSTRUCTIONS TO VOTERS**

**To vote, completely fill in the ovals(s) next to your choice(s) like this:** 

---

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

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- Ann Hidemann
- Calvin Hought
- Brett Johnson
- Ty Mikkelson
- write-in, if any
- write-in, if any
- write-in, if any

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The combined polling places for this election and the precincts served by those polling places and the voting hours at those polling places shall be the same as those for the state general election.

Any eligible voter residing in the school district may vote at said election at the polling place designated above for the precinct in which he or she resides.

A voter must be registered to vote to be eligible to vote in this election. An unregistered individual may register to vote at the polling place on election day.

Dated: August 21, 2024

BY ORDER OF THE SCHOOL BOARD

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School District Clerk



**Resolution Declaring a School Board Vacancy  
Caused by Illness or Prolonged Absence**

**INDEPENDENT SCHOOL DISTRICT NO. 846  
BRECKENRIDGE PUBLIC SCHOOL  
STATE OF MINNESOTA**

WHEREAS, school board member Shawn Roberts has provided notification of her inability to serve as a member of the school board and attend meetings due to prolonged absence from the school district, effective on August 21<sup>st</sup> 2024; and

WHEREAS, pursuant Minnesota Statute 123B.09, subd. 4, a vacancy caused by a member being unable to serve on such the school board and attend its meetings for not less than 90 days because of illness or prolonged absence from the district, may, after the school board has by resolution declared such vacancy to exist, be filled by the board at any regular or special meeting thereof for the remainder of the unexpired term, or until such ill or absent member is again able to resume duties as a member of such board, whichever date is earliest.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 846, State of Minnesota, as follows:

Effective August 21, 2024, the School Board hereby declares that a vacancy exists on the School Board pursuant to Minnesota Statute 123B.09, subd. 4.20.

Dated: August 21, 2024

BY ORDER OF THE SCHOOL BOARD

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School District Clerk

## 8. Adjournment