

**BRECKENRIDGE SCHOOL BOARD MEETING
INDEPENDENT SCHOOL DISTRICT #846
WEDNESDAY, SEPTEMBER 16, 2026
REGULAR MEETING - 4:00 PM
BHS MEDIA CENTER ROOM #215
710 13TH STREET NORTH
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

2

The Regular Meeting of the Board of Education, Independent School District No. 846, Breckenridge, Minnesota, met Wednesday August 19, 2026 at 7:00 AM in the Breckenridge High School, Media Center.

UNOFFICIAL MINUTES UNTIL APPROVED AT THE NEXT BOARD MEETING

Members Present: Ernst, Hasbargen, Hiedeman, Hought(7:03 AM), Johnson, Neppl, Mikkelson
Member Absent:

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

Motion by Hiedeman, seconded by Neppl to approve the amended agenda as presented. 6-0.

CONSENT AGENDA:

Motion by Ernst, seconded by Mikkelson to approve the consent agenda. 6-0.

Previous month's minutes – July 15, 2026

Financial reports as presented including:

General Ledger Debits: July 2026

General Fund: \$831,342.45—Food Service: \$0.00—Community Service:

\$1,538.50—Construction Fund: \$385,880.07—Debt Redemption: \$345,131.25—Trust

Fund: \$0.00—Student Activities: \$0.00

Accounts Payable/Wires & Checks: 7/15/26 -8/19/26

Total: \$1,564,862.38

Hires: Tiffany Bakker, Student Success and Postsecondary Coordinator , Sheree Garaton, SpEd

Para-Educator, Suzanne Olson, SpEd Para-Educator, Jazzlynn Santana, SpEd Para-Educator, Arwen

Sheldon, SpEd Para-Educator, Miranda Miranowski, Community Ed Coordinator, Alexandra Swanepoel,

Native American Liaison, Scott Wendorff, Technology Director

Resignations: Brandi Myhre, SpEd Para-Educator, Henry Peck, Bus Driver

Terminations: Tom Thielen, Technology Coordinator

Hought joined the meeting at 7:03 AM

COMMUNICATIONS:

Associate Principal /ALP Director - Jessica Holland

◊Report given.

K-12 Principal - Noah Brenden

◊Report given.

ZBA/GCS

◊Report given.

Business Manager – Dessica Komestakes

◊Report given.

Superintendent – Kristie Sullivan

◊Report given.

Committee Reports – Kristie Sullivan

◊Safety Committee, Athletics Committee

OLD BUSINESS:

NEW BUSINESS:

Motion by Mikkelson, seconded by Neppel to accept donations received this past month.7-0.

Motion by Hiedeman, seconded by Hasbargen to approve the 2026-2027 Fee Schedule as presented. 7-0.

Motion by Neppel, seconded by Hought to hire a Boys Assistant Hockey Coach for the 2026-2027 season. 7-0.

Motion by Hasbargen, seconded by Neppel to approve the 2026/2027 Employee Handbook.7-0.

Motion by Mikkelson, seconded by Neppel to approve the 2026/2027 Elementary Handbook.7-0.

Motion by Ernst, seconded by Hasbargen to approve the 2026/2027 High School Handbook.7-0.

Motion by Hiedeman, seconded by Mikkelson to approve the 2026/2027 Chromebook School Handbook.7-0.

Motion by Neppel, seconded by Hasbargen to rescind the previously approved 2026-2027 Dairy Bid .7-0.

Motion by Neppel, seconded by Hasbargen to award the Dairy Bid to Prairie Farms.7-0.

Motion by Hiedeman, seconded by Mikkelson to approve the contract settlements for Alexandra Swanepoel and Scott Wendorff .7-0.

Motion by Hasbargen, seconded by Ernst to approve the following contracted service agreement: Breckenridge Public Schools and MState eCampus in the High School (PSEO) .7-0.

Motion by Hiedeman, seconded by Neppel to approve the negotiated 2026-2027, 2027-2028 Agreement with MSEA. 7-0.

Motion by Mikkelson, seconded by Hasbargen to approve Public Health contract with Wilkin County Public Health. 7-0.

Motion by Hiedeman, seconded by Hasbargen close the meeting as permitted by Minnesota Statutes, Section 13D.05, Subdivision 3(c)(3), to discuss offers and counteroffers for the purchase of real property. The meeting was closed at 7:51 a.m. and reconvened in open session at 8:16 a.m. The motion was tabled until the September 16, 2026 meeting. 7-0.

Motion Hasbargen, seconded by Hought to approve the sale of contracted technology support services to Wheaton Area Schools. 7-0.

Motion by Hiedeman, seconded by Hought to adjourn at 8:45 AM. 7-0.

The next regular meeting date is Wednesday, September 16, 2026 at 4 PM.

Chair

Clerk

B. Financials

1. Financial Report & Bills

5

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

Date of Report: September 8th, 2026

For the Month of August 2026

General Ledger Balances

FUNDS	Balance Beg. of Month	Debits	Credits	Balance End of Month
General Fund	\$2,568,671.43	1,244,865.05	798,552.42	\$3,014,984.06
Food Service	124,432.77	18,377.67	9,962.64	\$132,847.80
Comm. Serv.	280,929.98	22,018.86	52,514.58	\$250,434.26
Construction Fund	(3,224.50)	3,224.50	2,059.25	(\$2,059.25)
Debt. Redemption	789,671.41	383,633.75	0.00	\$1,173,305.16
Trust Fund	5,439.91	0.00	1,500.00	\$3,939.91
Student Activities	55,287.23	42.50	1,957.11	\$53,372.62
TOTALS:	\$3,821,208.23	\$1,672,162.33	\$866,546.00	\$4,626,824.56

Bank Balances

Description	Balance Per Bank	Outstanding Checks and Wires	Deposits in Transit	Balance
Old National Bank	\$260,886.85	57,141.06	0.00	\$203,745.79
The 'Barn" Cash Box				50.00
First Citizens Bank (Contingent)				8,000.00
TOTALS:				\$211,795.79

Investments

Minn. School District Liquid Asset Fund	3.5200%	\$ 485,179.04	
Minn. School District "MAX" Fund	3.6300%	\$3,811,355.46	
Old National Money Market	2.8100%	\$58,511.64	
TOTALS:		\$	4,355,046.14
TOTAL CASH AND INVESTMENTS:			----- \$4,566,841.93 =====

Breckenridge Public School Receipt Listing Report with Detail by Deposit

286,301.41	0.00
9,444.31	0.00
2,632.19	0.00
1,905.00	0.00

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
9903	0846	FAB	17191	Credit	A	08/31/26		Wire	1	STATE OF MINNESOTA						
						0846	R 04 005 580	325 300 000		ECFE State Aid					694.96	0.00
						0846	R 04 005 582	344 300 000		School Readines State Aids					909.27	0.00
						0846	R 07 005 000	000 317 000		LTFM State Aid					983.11	0.00
						0846	R 01 005 000	312 300 000		Literacy Incentive Aid					780.52	0.00
						0846	R 04 701 590	351 301 000		Preschool Screening Nonpubl					1,253.64	0.00
						0846	R 01 005 620	343 300 000		Library State Aids					594.16	0.00
						0846	R 01 005 005	000 227 000		Abatement Aid					8.25	0.00
						0846	R 04 005 505	321 227 000		Comm Ed Abatement Aid					0.48	0.00
						0846	R 01 005 000	373 300 000		Student Support Personnel					1,193.21	0.00
						0846	R 01 005 000	374 300 000		Student Support Personnel C					1,193.21	0.00
						0846	R 01 005 640	314 300 120		Paraprofessional Training					225.51	0.00
						0846	R 07 005 000	000 234 000		Ag Credit State Aid					2,906.42	0.00
						0846	R 07 005 000	000 258 000		Debt Serice Ag Credit					330,447.09	0.00
						0846	R 07 005 000	000 229 000		Disparity Reduc Aid					1,586.62	0.00
						0846	R 07 005 000	000 258 000		Debt Serice Ag Credit					10,191.11	0.00
						0846	R 01 250 420	740 300 000		Special Ed State Aid					177,101.36	0.00
						0846	R 04 005 580	325 300 000		ECFE State Aid					6,777.02	0.00
						0846	R 04 005 582	344 300 000		School Readines State Aids					8,548.09	0.00
						0846	R 04 005 583	354 300 000		Preschool Screening State Aic					153.54	0.00
														Receipt Total:	\$845,830.48	\$0.00
														Deposit Total:	\$845,830.48	\$0.00

9904	0846	FAB	17192	Credit	A	08/31/26		Wire	1	STATE OF MINNESOTA						
						0846	R 01 005 005	000 211 000		Gen Ed Aid Rev					499,755.61	0.00
						0846	R 01 005 005	000 234 000		Ag Credit State Aid					195.01	0.00
						0846	R 04 005 505	321 234 000		Comm Ed Homestead Market					56.69	0.00
						0846	R 07 005 000	000 234 000		Ag Credit State Aid					509.81	0.00
						0846	R 07 005 000	000 258 000		Debt Serice Ag Credit					35,510.69	0.00
						0846	R 01 005 005	000 229 000		Disparity Reduc Aid					336.16	0.00
						0846	R 04 005 505	321 229 000		Comm Ed Disparity Reduc Aic					97.72	0.00
						0846	R 07 005 000	000 229 000		Disparity Reduc Aid					878.82	0.00
						0846	R 01 005 005	000 258 000		Other State Credits					383.43	0.00
						0846	R 04 005 505	321 258 000		Comm Ed Other State Credits					68.95	0.00

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
9904	0846	FAB	17192	Credit	A	08/31/26	0846 R 07 005 000	Wire 1	000 258 000	STATE OF MINNESOTA Debt Service Ag Credit					620.08	0.00
														Receipt Total:	\$538,412.97	\$0.00
														Deposit Total:	\$538,412.97	\$0.00
9905	0846	FAB	17195	Credit	A	08/31/26	0846 R 02 005 770	Wire 1	709 479 000	STATE OF MINNESOTA Summer Food Program					868.34	0.00
							0846 R 02 005 770		709 479 000	Summer Food Program					8,460.45	0.00
														Receipt Total:	\$9,328.79	\$0.00
														Deposit Total:	\$9,328.79	\$0.00
9906	0846	FAB	17189	Credit	A	08/31/26	0846 R 01 250 420	Wire 1	000 071 000	STATE OF MINNESOTA Spec Ed Medical Assistance					438.20	0.00
														Receipt Total:	\$438.20	\$0.00
														Deposit Total:	\$438.20	\$0.00
9907	0846	FAB	17196	Credit	A	08/31/26	0846 R 02 005 770	Wire 1	709 479 000	STATE OF MINNESOTA Summer Food Program					842.04	0.00
							0846 R 02 005 770		709 479 000	Summer Food Program					8,202.84	0.00
														Receipt Total:	\$9,044.88	\$0.00
														Deposit Total:	\$9,044.88	\$0.00
9908	0846	FAB	17190	Credit	A	08/31/26	0846 R 01 250 420	Wire 1	000 071 000	STATE OF MINNESOTA Spec Ed Medical Assistance					1,539.40	0.00
														Receipt Total:	\$1,539.40	\$0.00
														Deposit Total:	\$1,539.40	\$0.00
														Report Total:	\$1,422,215.23	\$0.00

Breckenridge Public School
Student Activity Guideline
Period Ending August 31, 2026

Sequence: Group-Sub, Crs

B27										% YTD		Remaining				
L	Fd	Org	Pro	Fin	O/S	Crs	Class	Sub	Description	Annual Budget	Period 202702	Year To Date	% YTD	Encumbrances	+ Enc	Balance
00 Assets																
B	21	101	000				100	00	Student Activities Cash	0.00	(1,914.61)	53,372.62	0%	0.00	0%	(53,372.62)
B	21	115	000				100	00	Student Activities Accounts R	0.00	0.00	902.00	0%	0.00	0%	(902.00)
B	21	401	926				400	00	Class of 2026	0.00	0.00	(2,566.98)	0%	0.00	0%	2,566.98
00 Fund Balance										0.00	(1,914.61)	51,707.64	0%	0.00	0%	(51,707.64)
927 Class of 2027																
B	21	401	927				400	927	Class of 2027	0.00	0.00	(4,580.07)	0%	0.00	0%	4,580.07
927 Class of 2027										0.00	0.00	(4,580.07)	0%	0.00	0%	4,580.07
978 National Honor Society																
B	21	401	978				400	978	National Honor Society	0.00	0.00	(3,048.05)	0%	0.00	0%	3,048.05
978 National Honor Society										0.00	0.00	(3,048.05)	0%	0.00	0%	3,048.05
979 High School Student Council																
B	21	401	979				400	979	High School Student Council	0.00	0.00	(6,543.47)	0%	0.00	0%	6,543.47
979 High School Student Council										0.00	0.00	(6,543.47)	0%	0.00	0%	6,543.47
980 Letterclub																
B	21	401	980				400	980	Letterclub	0.00	0.00	(7,111.86)	0%	0.00	0%	7,111.86
980 Letterclub										0.00	0.00	(7,111.86)	0%	0.00	0%	7,111.86
981 Mathletes																
B	21	401	981				400	981	Mathletes	0.00	0.00	(726.45)	0%	0.00	0%	726.45
981 Mathletes										0.00	0.00	(726.45)	0%	0.00	0%	726.45
982 HS Band																
B	21	401	982				400	982	HS Band	0.00	0.00	(5,193.07)	0%	0.00	0%	5,193.07
R	21	005	298	301	099	982	401	982	HS Band Revenue	0.00	1,894.00	1,894.00	0%	0.00	0%	(1,894.00)
982 HS Band										0.00	1,894.00	(3,299.07)	0%	0.00	0%	3,299.07
983 Boys Golf																
B	21	401	983				400	983	Boys Golf	0.00	0.00	(230.54)	0%	0.00	0%	230.54
983 Boys Golf										0.00	0.00	(230.54)	0%	0.00	0%	230.54
984 HS Choir																
B	21	401	984				400	984	HS Choir	0.00	0.00	(5,505.40)	0%	0.00	0%	5,505.40
984 HS Choir										0.00	0.00	(5,505.40)	0%	0.00	0%	5,505.40
986 FFA																
B	21	401	986				400	986	FFA	0.00	0.00	(5,861.66)	0%	0.00	0%	5,861.66
986 FFA										0.00	0.00	(5,861.66)	0%	0.00	0%	5,861.66

Breckenridge Public School
Student Activity Guideline
Period Ending August 31, 2026

Sequence: Group-Sub, Crs

B27										% YTD		Remaining				
L	Fd	Org	Pro	Fin	O/S	Crs	Class	Sub	Description	Annual Budget	Period 202702	Year To Date	% YTD	Encumbrances	+ Enc	Balance
987 Close Up																
B	21	401	987				400	987	Close Up	0.00	0.00	(1,620.79)	0%	0.00	0%	1,620.79
987 Close Up										0.00	0.00	(1,620.79)	0%	0.00	0%	1,620.79
988 Speech																
B	21	401	988				400	988	Speech	0.00	0.00	(5,352.51)	0%	0.00	0%	5,352.51
E	21	005	298	301	401	988	401	988	Speech Supplies	0.00	63.11	63.11	0%	0.00	0%	(63.11)
988 Speech										0.00	63.11	(5,289.40)	0%	0.00	0%	5,289.40
989 Drama Club																
B	21	401	989				400	989	Drama Club	0.00	0.00	(806.64)	0%	0.00	0%	806.64
989 Drama Club										0.00	0.00	(806.64)	0%	0.00	0%	806.64
990 DECA																
B	21	401	990				400	990	DECA	0.00	0.00	(5,390.68)	0%	0.00	0%	5,390.68
R	21	005	298	301	099	990	401	990	DECA Revenue	0.00	(42.50)	(42.50)	0%	0.00	0%	42.50
990 DECA										0.00	(42.50)	(5,433.18)	0%	0.00	0%	5,433.18
991 Robotics																
B	21	401	991				400	991	Robotics	0.00	0.00	(1,651.06)	0%	0.00	0%	1,651.06
991 Robotics										0.00	0.00	(1,651.06)	0%	0.00	0%	1,651.06
Report Totals:										0.00	(0.00)	(0.00)	0%	0.00	0%	0.00

Breckenridge Public School

Payment Reg by Bank and Check

											Pay/Void			
Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Date	Amount
FAB		48789		EL	1	02274	REMIT	APPLE COMPUTER, INC.		No	No	No	09/01/2026	11.75
FAB		48790		EL	1	03359		WALMART STORE		No	No	No	09/01/2026	393.11
FAB		48791		EL	1	2505		HUDL		No	No	No	09/01/2026	1,500.00
FAB		48792		EL	1	3732		ELAN CREDIT CARD		No	No	No	09/01/2026	959.04
FAB		48793		EL	1	3833		COLUMN SOFTWARE PBC		No	No	No	09/01/2026	42.55
FAB		48794		EL	1	00303		MASSP		No	No	No	09/01/2026	663.45
FAB		48795		EL	1	00635		MESPA		No	No	No	09/01/2026	710.00
FAB		48796		EL	1	02274	REMIT	APPLE COMPUTER, INC.		No	No	No	09/01/2026	11.75
FAB		48797		EL	1	03359		WALMART STORE		No	No	No	09/01/2026	91.62
FAB		48798		EL	1	1071		UNITED STATES POSTAL SERVICE		No	No	No	09/01/2026	26.60
FAB		48799		EL	1	1180		HERCULIFT		No	No	No	09/01/2026	95.29
FAB		48800		EL	1	1428		HOLIDAY INN		No	No	No	09/01/2026	49.05
FAB		48801		EL	1	3732		ELAN CREDIT CARD		No	No	No	09/01/2026	396.83
FAB		48802		EL	1	3833		COLUMN SOFTWARE PBC		No	No	No	09/01/2026	106.25
FAB		48803		Wire	1	00039		MN DEPT OF REVENUE (EFT)		No	Yes	No	08/31/2026	6,359.85
FAB		48804		Wire	1	2277		EDUCATORS BENEFIT ACH		No	Yes	No	08/31/2026	4,523.50
FAB		48805		Wire	1	3459		AMERITAS LIFE INSURANCE		No	No	No	08/31/2026	131.68
FAB		48806		Wire	1	2277		EDUCATORS BENEFIT ACH		No	Yes	No	08/31/2026	7,882.19
FAB		48807		Wire	1	00039		MN DEPT OF REVENUE (EFT)		No	Yes	No	08/31/2026	6,861.88
FAB		48808		Wire	1	00599		P.E.R.A.		No	Yes	No	08/31/2026	3,914.04
FAB		48809		Wire	1	00600		TEACHERS RETIREMENT ASSN.		No	Yes	No	08/31/2026	31,883.10
FAB		48810		Wire	1	01233		EFTPS		No	Yes	No	08/31/2026	47,918.33
FAB		48811		Wire	1	3459		AMERITAS LIFE INSURANCE		No	No	No	08/31/2026	214.36
FAB		48812		Wire	1	00599		P.E.R.A.		No	Yes	No	08/31/2026	4,940.92
FAB		48813		Wire	1	00600		TEACHERS RETIREMENT ASSN.		No	Yes	No	08/31/2026	29,266.55
FAB		48814		Wire	1	01233		EFTPS		No	Yes	No	08/31/2026	43,871.77
FAB		48815		AE	1	00314		MASBO		No	Yes	No	08/31/2026	119.00
FAB		48816		AE	1	2727		AMERICAN EXPRESS		No	Yes	No	08/31/2026	3,615.02
FAB		48817		AE	1	3848		FLOWROUTE		No	Yes	No	08/31/2026	56.19
FAB		48818		Wire	1	3702		REVTRAK		No	Yes	No	08/31/2026	64.37
FAB		48819		Wire	1	3901		HEALTH EQUITY		No	Yes	No	08/31/2026	9,930.46
FAB		48820		AE	1	2193		PEMBERTON LAW, P.L.L.P.		No	No	No	09/03/2026	1,034.12
FAB		48821		Wire	1	00172		CASH-WA DISTRIBUTING		No	No	No	09/03/2026	7,180.37
FAB		48822		Wire	1	4014		Vimly Benefit Solutions		No	No	No	09/03/2026	55,455.97
FAB		48823		AE	1	00518		LAKES COUNTRY SERVICE COOP		No	No	No	09/03/2026	844.48
FAB		48824		AE	1	1428		HOLIDAY INN		No	No	No	09/03/2026	1,174.88
FAB		48825		AE	1	2023		MARRIOTT		No	No	No	09/03/2026	188.48

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	Pay/Void		Amount
												Void	Date	
FAB		48826		AE	1	2727		AMERICAN EXPRESS		No	No	No	09/03/2026	745.32
FAB		48827		AE	1	2944		EDUCATION WEEK		No	No	No	09/03/2026	77.00
FAB		48828		Wire	1	00860		SYSCO		No	No	No	09/10/2026	3,566.89
FAB		48829		Wire	1	3901		HEALTH EQUITY		No	No	No	09/10/2026	237.70
FAB		48830		Wire	1	00636		MINNESOTA UI FUND		No	No	No	09/10/2026	15,026.96
FAB		48763	131421	Check	1	3697		A-OX WELDING SUPPLY COMPANY INC		Yes	Yes	No	08/19/2026	112.58
FAB		48753	131422	Check	1	2265		AVIBEN LLC- EDUCATORS BENEFIT COI		Yes	Yes	No	08/19/2026	148.17
FAB		48776	131423	Check	1	4066		BRECKENRIDGE CITY HALL		Yes	Yes	No	08/19/2026	559.00
FAB		48771	131424	Check	1	4034		CONCORD THEATRICALS		Yes	No	No	08/19/2026	20.95
FAB		48760	131425	Check	1	3519		COWGIRL VOLLEYBALL BOOSTER CLUI		Yes	No	No	08/19/2026	600.00
FAB		48732	131426	Check	1	00111		CULINEX		Yes	Yes	No	08/19/2026	1,980.00
FAB		48779	131427	Check	1	4069		DLD Technologies Corporation		Yes	Yes	No	08/19/2026	17,550.00
FAB		48758	131428	Check	1	3303		ECOLAB		Yes	Yes	No	08/19/2026	114.64
FAB		48767	131429	Check	1	3878		ENTOURAGE YEARBOOKS		Yes	Yes	No	08/19/2026	100.00
FAB		48740	131430	Check	1	01994		FARM CITY SUPPLY		Yes	Yes	No	08/19/2026	356.63
FAB		48734	131431	Check	1	00153		FARMERS UNION OIL CO		Yes	Yes	No	08/19/2026	1,207.10
FAB		48739	131432	Check	1	01666		GERRELLS SPORTS CENTER, INC.		Yes	Yes	No	08/19/2026	382.00
FAB		48747	131433	Check	1	1499		GOPHER STATE ONE-CALL		Yes	Yes	No	08/19/2026	18.90
FAB		48745	131434	Check	1	1432		GRIPPERS SPORTS TROPHYS		Yes	No	No	08/19/2026	926.25
FAB		48768	131435	Check	1	3894		GRUVY EDUCATION, LLC.		Yes	No	No	08/19/2026	6,792.00
FAB		48778	131436	Check	1	4068		GUILFORD PUBLICATIONS, INC		Yes	Yes	No	08/19/2026	2,194.00
FAB		48738	131437	Check	1	01529		HILLYARD /HUTCHINSON		Yes	Yes	No	08/19/2026	3,310.15
FAB		48765	131438	Check	1	3785		HOWIES ATHLETIC TAPE		Yes	No	No	08/19/2026	1,469.35
FAB		48770	131439	Check	1	4030		INTERSTATE ENGINEERING, INC		Yes	Yes	No	08/19/2026	2,059.25
FAB		48744	131440	Check	1	03428		JAWASKI GLASS & REPAIR, INC.		Yes	Yes	No	08/19/2026	125.00
FAB		48735	131441	Check	1	00242		JOHNSON CONTROLS BUILDING SOLUTI		Yes	Yes	No	08/19/2026	2,905.30
FAB		48777	131442	Check	1	4067		Jordan Snyder		Yes	No	No	08/19/2026	228.56
FAB		48750	131443	Check	1	1929		JOSTENS		Yes	Yes	No	08/19/2026	2,745.85
FAB		48737	131444	Check	1	00518		LAKES COUNTRY SERVICE COOP		Yes	Yes	No	08/19/2026	19,023.50
FAB		48742	131445	Check	1	02873		LANDMARK LANDSCAPING		Yes	No	No	08/19/2026	1,515.00
FAB		48774	131446	Check	1	4057		LEISURE TIME TOURS		Yes	Yes	No	08/19/2026	1,894.00
FAB		48759	131447	Check	1	3328		MARCO TECHNOLOGIES, LLC		Yes	Yes	No	08/19/2026	2,373.99
FAB		48749	131448	Check	1	1863		MINN-KOTA COMMUNICATIONS, INC.		Yes	Yes	No	08/19/2026	46.25
FAB		48733	131449	Check	1	00133		MN DEPT OF HEALTH		Yes	Yes	No	08/19/2026	100.00
FAB		48756	131450	Check	1	3029		MN STATE COMMUNITY & TECHNICAL C		Yes	Yes	No	08/19/2026	1,500.00
FAB		48769	131451	Check	1	3976		NORTHLAND FIRE PROTECTION		Yes	Yes	No	08/19/2026	3,380.00
FAB		48752	131452	Check	1	2193		PEMBERTON LAW, P.L.L.P.		Yes	Yes	No	08/19/2026	481.00

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	Pay/Void		Amount
												Void	Date	
FAB		48775	131453	Check	1	4059		PERFORMANCE OFFICE PAPERS INC		Yes	Yes	No	08/19/2026	5,024.00
FAB		48762	131454	Check	1	3572		RED RIVER TELEPHONE ASSN		Yes	Yes	No	08/19/2026	357.00
FAB		48736	131455	Check	1	00411		REGION I COMPUTER SERVICES		Yes	Yes	No	08/19/2026	4,831.13
FAB		48746	131456	Check	1	1434	Remit	RENAISSANCE LEARNING, INC.		Yes	Yes	No	08/19/2026	11,100.29
FAB		48757	131457	Check	1	3224		SANFORD HEALTH OCCUPATION MEDICII		Yes	Yes	No	08/19/2026	115.00
FAB		48755	131458	Check	1	2412	REMIT	SHI INTERNATIONAL CORP		Yes	Yes	No	08/19/2026	232.50
FAB		48761	131459	Check	1	3524		SOLUTIONS		Yes	Yes	No	08/19/2026	1,310.40
FAB		48772	131460	Check	1	4035		STAGE PARTNERS		Yes	No	No	08/19/2026	42.16
FAB		48764	131461	Check	1	3777		T & G SANITATION		Yes	Yes	No	08/19/2026	985.52
FAB		48743	131462	Check	1	03117		U.S. AWARDS, INC.		Yes	Yes	No	08/19/2026	770.64
FAB		48754	131463	Check	1	2343		VALLEY FAB AND REPAIR		Yes	Yes	No	08/19/2026	181.76
FAB		48751	131464	Check	1	1945		WAHPETON ACE HARDWARE		Yes	Yes	No	08/19/2026	35.98
FAB		48748	131465	Check	1	1569		WAHPETON AUTO VALUE		Yes	Yes	No	08/19/2026	816.06
FAB		48741	131466	Check	1	02267	remit	WASTE MANAGEMENT		Yes	Yes	No	08/19/2026	339.02
FAB		48766	131467	Check	1	3801		WILKIN COUNTY HEALTH & HUMAN SER'		Yes	Yes	No	08/19/2026	315.00
FAB		48780	131468	Check	1	2265		AVIBEN LLC- EDUCATORS BENEFIT COI		Yes	Yes	No	08/31/2026	145.98
FAB		48784	131469	Check	1	1129	Remit2	AMAZON CAPITAL SERVICES		Yes	Yes	No	08/17/2026	4,546.75
FAB		48783	131470	Check	1	01666		GERRELLS SPORTS CENTER, INC.		Yes	Yes	No	08/17/2026	1,335.00
FAB		48782	131471	Check	1	01184		MN SCHOOL EMPLOYEES ASSOC		Yes	Yes	No	08/17/2026	46.27
FAB		48781	131472	Check	1	00385	Remit	PERMA BOUND		Yes	Yes	No	08/17/2026	770.50
FAB		48785	131473	Check	1	1850		TAG UP		Yes	No	No	08/17/2026	606.20
FAB		48787	131474	Check	1	3910		GAME ONE		Yes	Yes	No	08/25/2026	133.13
FAB		48786	131475	Check	1	3831		RELIANCE STANDARD LIFE INSURANCE		Yes	No	No	08/25/2026	2,738.20
FAB		48788	131476	Check	1	3962		SUN LIFE		Yes	No	No	08/25/2026	1,934.00
FAB		48834	131477	Check	1	3790		CEROLL, KELSEY		Yes	No	No	09/11/2026	155.00
FAB		48833	131478	Check	1	3554		DURGIN, DOUGLAS RICHARD		Yes	No	No	09/11/2026	160.00
FAB		48841	131479	Check	1	4076		FIECHTNER, JEFF		Yes	No	No	09/11/2026	160.00
FAB		48839	131480	Check	1	4074		FIECHTNER, MATTHEW		Yes	No	No	09/11/2026	160.00
FAB		48835	131481	Check	1	3981		FOBB, RENATA		Yes	No	No	09/11/2026	75.00
FAB		48831	131482	Check	1	2968		HERDING, MARIAH		Yes	No	No	09/11/2026	355.00
FAB		48836	131483	Check	1	3984		LOUTERS, LINDSAY		Yes	No	No	09/11/2026	205.00
FAB		48832	131484	Check	1	3261		QUAST, JONATHAN LEE		Yes	No	No	09/11/2026	150.00
FAB		48840	131485	Check	1	4075		SAMUELUELSON, ANDREW		Yes	No	No	09/11/2026	160.00
FAB		48838	131486	Check	1	4009		SWEET, BREA		Yes	No	No	09/11/2026	60.00
FAB		48837	131487	Check	1	3990		UNDEM, VICTORIA		Yes	No	No	09/11/2026	80.00
FAB		48842	131488	Check	1	4077		WOHL, GREGORY		Yes	No	No	09/11/2026	215.00
FAB		48892	131489	Check	1	4054		ADVANCED BIONICS LLC		Yes	No	No	09/14/2026	1,060.00

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	Pay/Void		Amount
												Void	Date	
FAB		48880	131490	Check	1	3697		A-OX WELDING SUPPLY COMPANY INC		Yes	No	No	09/14/2026	38.31
FAB		48868	131491	Check	1	2265		AVIBEN LLC- EDUCATORS BENEFIT CO		Yes	No	No	09/14/2026	145.98
FAB		48856	131492	Check	1	01837		BOLD PRINT		Yes	No	No	09/14/2026	21.00
FAB		48891	131493	Check	1	3979		BRADY, MARTZ & ASSOCIATES, P.C.		Yes	No	No	09/14/2026	15,750.00
FAB		48866	131494	Check	1	2167		CHANHASSEN DINNER THEATRES		Yes	No	No	09/14/2026	1,300.00
FAB		48850	131495	Check	1	00545		CONTINGENT FUND		Yes	No	No	09/14/2026	3,705.19
FAB		48877	131496	Check	1	3519		COWGIRL VOLLEYBALL BOOSTER CLUI		Yes	No	No	09/14/2026	245.25
FAB		48860	131497	Check	1	03246	1099	DAVE & MARCY JAWASKI		Yes	No	No	09/14/2026	30.00
FAB		48888	131498	Check	1	3878		ENTOURAGE YEARBOOKS		Yes	No	No	09/14/2026	298.20
FAB		48857	131499	Check	1	01994		FARM CITY SUPPLY		Yes	No	No	09/14/2026	595.63
FAB		48843	131500	Check	1	00153		FARMERS UNION OIL CO		Yes	No	No	09/14/2026	668.78
FAB		48853	131501	Check	1	01211		FERGUS FALLS AREA SPEC. EDUC.		Yes	No	No	09/14/2026	111,283.00
FAB		48885	131502	Check	1	3789		FIRST CHOICE FOOD & BEVERAGE SOLL		Yes	No	No	09/14/2026	1,598.01
FAB		48847	131503	Check	1	00482		FORUM COMMUNICATIONS COMPANY		Yes	No	No	09/14/2026	713.00
FAB		48855	131504	Check	1	01666		GERRELLS SPORTS CENTER, INC.		Yes	No	No	09/14/2026	335.00
FAB		48864	131505	Check	1	1499		GOPHER STATE ONE-CALL		Yes	No	No	09/14/2026	10.80
FAB		48863	131506	Check	1	1432		GRIPPERS SPORTS TROPHYS		Yes	No	No	09/14/2026	744.20
FAB		48854	131507	Check	1	01529		HILLYARD /HUTCHINSON		Yes	No	No	09/14/2026	1,884.14
FAB		48893	131508	Check	1	4070		INTERNATIONAL E-Z UP, Inc		Yes	No	No	09/14/2026	1,311.47
FAB		48871	131509	Check	1	2732		IXL LEARNING		Yes	No	No	09/14/2026	1,425.00
FAB		48887	131510	Check	1	3872		KOMESTAKES, DESSICA		Yes	No	No	09/14/2026	185.15
FAB		48848	131511	Check	1	00518		LAKES COUNTRY SERVICE COOP		Yes	No	No	09/14/2026	4,184.00
FAB		48896	131512	Check	1	4073		LARSON CONSTRUCTION		Yes	No	No	09/14/2026	17,555.00
FAB		48882	131513	Check	1	3723		LEXIA LEARNING SYSTEMS LLC		Yes	No	No	09/14/2026	7,038.00
FAB		48872	131514	Check	1	3149		MARCO TECHNOLOGIES LLC NW 7128		Yes	No	No	09/14/2026	299.50
FAB		48874	131515	Check	1	3328		MARCO TECHNOLOGIES, LLC		Yes	No	No	09/14/2026	2,374.03
FAB		48886	131516	Check	1	3816		MASTERLIBRARY		Yes	No	No	09/14/2026	1,545.00
FAB		48852	131517	Check	1	01184		MN SCHOOL EMPLOYEES ASSOC		Yes	No	No	09/14/2026	324.21
FAB		48844	131518	Check	1	00322		MN STATE HIGH SCHOOL LEAGUE		Yes	No	No	09/14/2026	2,643.00
FAB		48862	131519	Check	1	1243		NORTH CENTRAL TRUCK EQUIPMENT		Yes	No	No	09/14/2026	225.50
FAB		48890	131520	Check	1	3976		NORTHLAND FIRE PROTECTION		Yes	No	No	09/14/2026	1,739.90
FAB		48883	131521	Check	1	3769		ONTRACK OVERHEAD DOOR		Yes	No	No	09/14/2026	3,850.00
FAB		48867	131522	Check	1	2193		PEMBERTON LAW, P.L.L.P.		Yes	No	No	09/14/2026	3,819.48
FAB		48845	131523	Check	1	00385	Remit	PERMA BOUND		Yes	No	No	09/14/2026	1,787.46
FAB		48859	131524	Check	1	03149		READ NATURALLY, INC.		Yes	No	No	09/14/2026	1,040.00
FAB		48879	131525	Check	1	3572		RED RIVER TELEPHONE ASSN		Yes	No	No	09/14/2026	357.00
FAB		48846	131526	Check	1	00411		REGION I COMPUTER SERVICES		Yes	No	No	09/14/2026	2,434.49

Breckenridge Public School
Payment Reg by Bank and Check

												Pay/Void		Amount
Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Date	
FAB		48895	131527	Check	1	4072		RUSTAD, RILEY		Yes	No	No	09/14/2026	800.00
FAB		48873	131528	Check	1	3224		SANFORD HEALTH OCCUPATION MEDICII		Yes	No	No	09/14/2026	115.00
FAB		48881	131529	Check	1	3706		SAVVAS LEARNING COMPANY		Yes	No	No	09/14/2026	1,955.46
FAB		48851	131530	Check	1	00919		SCHOOL NURSE SUPPLY INC.		Yes	No	No	09/14/2026	292.90
FAB		48861	131531	Check	1	1126	Remit	SCHOOL SPECIALTY		Yes	No	No	09/14/2026	1,086.14
FAB		48869	131532	Check	1	2412	REMIT	SHI INTERNATIONAL CORP		Yes	No	No	09/14/2026	465.00
FAB		48878	131533	Check	1	3524		SOLUTIONS		Yes	No	No	09/14/2026	499.20
FAB		48884	131534	Check	1	3777		T & G SANITATION		Yes	No	No	09/14/2026	985.52
FAB		48875	131535	Check	1	3345		THE VILLAGE FAMILY SERVICE CENTER		Yes	No	No	09/14/2026	3,300.00
FAB		48870	131536	Check	1	2424		ULINE		Yes	No	No	09/14/2026	258.41
FAB		48865	131537	Check	1	1774		VIKING COCA-COLA BOTTLING CO.		Yes	No	No	09/14/2026	1,096.00
FAB		48876	131538	Check	1	3385		VON HANSON'S SNACKS, INC		Yes	No	No	09/14/2026	170.26
FAB		48858	131539	Check	1	02267	remit	WASTE MANAGEMENT		Yes	No	No	09/14/2026	362.09
FAB		48894	131540	Check	1	4071		XTRAMATH		Yes	No	No	09/14/2026	200.00
FAB		48849	131541	Check	1	00536		ZANER-BLOSER, INC		Yes	No	No	09/14/2026	4,893.35
FAB		48889	131542	Check	1	3915		ZERR BERG ARCHITECTS		Yes	No	No	09/14/2026	387,045.59
													15	
													Bank Total:	\$1,007,099.18
													Report Total:	\$1,007,099.18

Breckenridge Public School-Contingent Account
Account Summary
August 2026

	<u>Aug 26</u>
Ordinary Income/Expense	
Expense	
01005010000401000 Sch Bd Misc	105.00
01300292000369215 Cross Country	128.25
01300296000369211 VB Entry Fees	125.00
04005505321329000 ComEd Postage	345.49
04005591000142211 ELM VB Coach	555.00
Total Expense	1,258.74
Net Ordinary Income	-1,258.74
Net Income	-1,258.74

Breckenridge Public School-Contingent Account

Transaction List by Date

August 2026

Date	Num	Name	Memo	Amount
Aug 26				
08/06/2026	27523	Kayla Mohs	VB Coach	-555.00
08/12/2026	27524	Concordia College Volleyball	VB Scrimmage-8/29/26	-125.00
08/19/2026	27525	US Postmaster	ComEd Postage	-345.49
08/19/2026	27526	Larry Lasch	MN State High School Coaches As...	-69.75
08/24/2026	27527	Minnesota BCA	BC,SW,AJ,HB,SK,GS,TB BACKG...	-105.00
08/24/2026	27528	Christy Haire	MN High School Coaches Assoc.	-58.50
Aug 26				

C. Hires

1. Tammi Clear, SpEd Para-Educator
2. Esmeralda Forero, SpEd Para-Educator
3. Chasidy Olsen, SpEd Para-Educator
4. Suzanne Olson, SpEd Para-Educator
5. Rebecca Thomure, SpEd Para-Educator
6. Karen Vasquez, SpEd Para-Educator
7. Jazzlynne Santana Weidner, SpEd Para-Educator
8. Emeline Halfhill, SpEd Para-Educator

D. Resignations

E. Extra Curricular Contracts

F. Enrollment

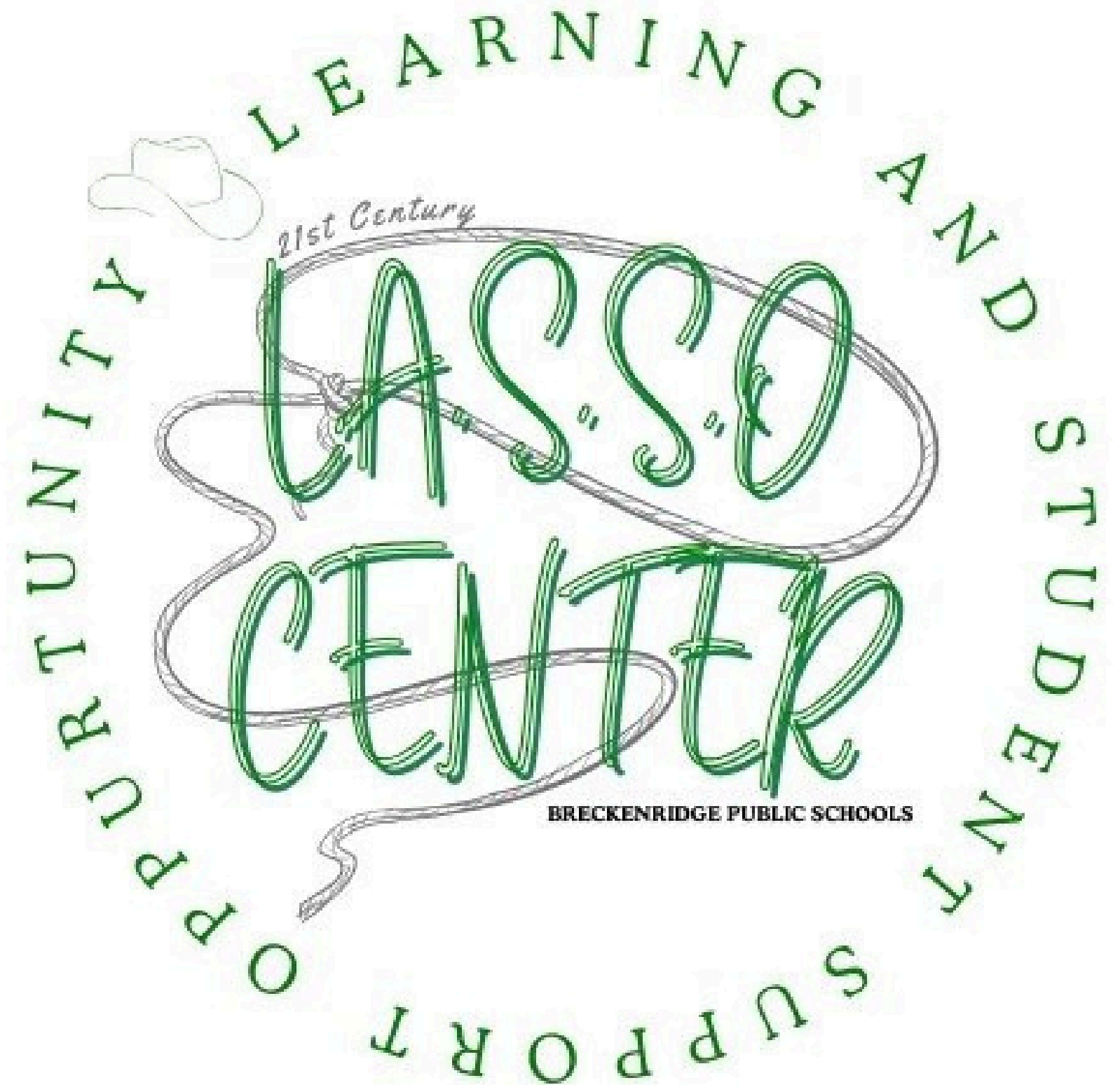
5. Communications

A. 21 CCLC Update

20

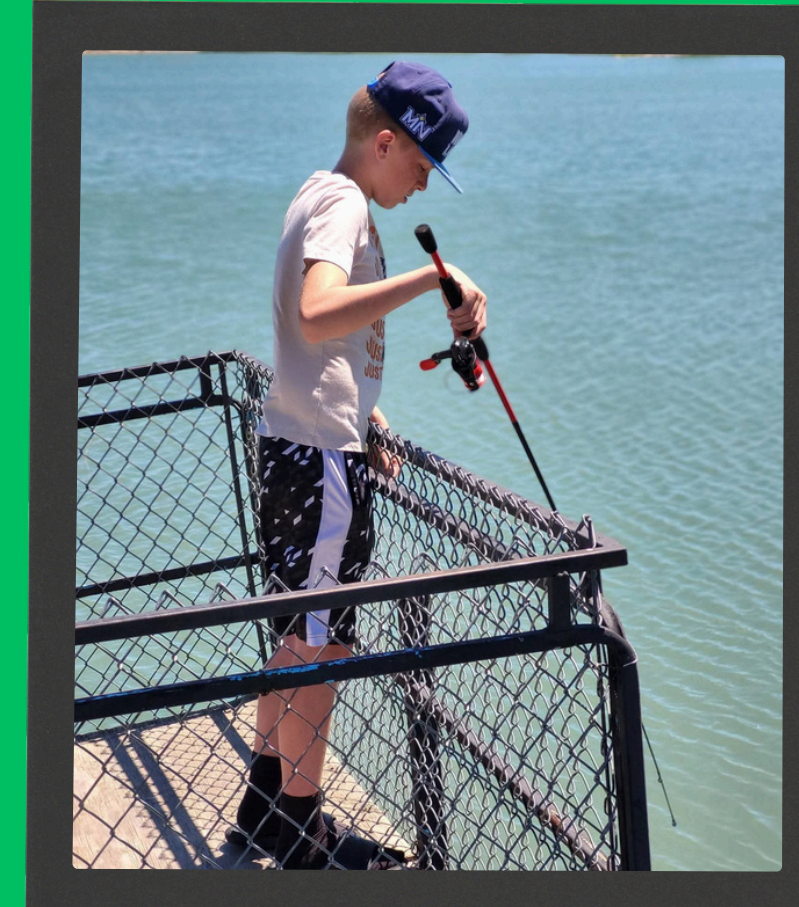
B Breckenridge Public Schools
ISD 846

21 Century Community Learning Center



WHAT DOES THE 21CCLC DO?

- We provide opportunities for kids to explore new and unfamiliar experiences.
- We create opportunities for once-in-a-lifetime experiences and lasting memories.
- We build self-reliance, resilience, and the confidence to work through challenges.
- We offer classes and experiences that support career exploration and readiness.
- We promote academic success and help students understand the importance of education.



MEET THE 21 CCLC STAFF



MIRIAM TOBOLA

- GRANT COORDINATOR
- DIRECTOR OF INNOVATION & LEARNING



DEE NELSON

- FUN CLUB COORDINATOR
- SCHOOL YEAR PROGRAM COORDINATOR
- ELEMENTARY SITE LEAD



MAKALA CARROLL

- HIGH SCHOOL SITE LEAD / LASSO CENTER



JORDAN SNYDER

- SUMMER PROGRAM COORDINATOR

21 CCLC SCHOOL & SUMMER PROGRAM TEACHERS/ASSISTANTS

Lori Randall

Jess Fuentes

Bre Ophoven

Tracy Bommersbach

Jordan Snyder

Alyssa Martin

Lily Chamoun

Kristi Baumhardt

Tony Bogenreif

Missy Johnson

Brenda Romeriem

Brittany Gumeringer

Emily Christensen

Olivia Magstadt

Grace Lindsverk

Mike Wanek

Lindsay Eggiman

Sarah Kratcha

Emaree Lauritsen

Tavio Hopkins

Bernard Roden

Cassey Wittenburg

Stacy Busta

Michelle Monson

Julie Ekren

Matt Stoll

MaKala Carroll

Jill Blaufuss

Kelly Larson

Rachel Johnson

Susie Hernandez

Luke Olsby

Renee Fedderson

Tiffany Bakker

Kim Willemssen

Dee Nelson

36 teachers
and
climbing!

21 CCLC SCHOOL & SUMMER PROGRAMS WE HAVE OFFERED

*Denotes a NEWLY offered class coming up this school year!

MS/HS Cooking Classes

MS/HS STEM

MS/HS Archery

Elem. Camp S'more school

*MS Literacy Intervention

MS/HS Band & Music

HS ACT prep

*HS Clay Class

K-12 Drama productions

HS Conservation Club

*MS/HS Tutoring

Elem. Science Squad

*HS 3-D printing

HS Chess

MS/HS Cosmetology

HS Book Club

*HS Canva

MS/HS Fishing

K-12 Art Classes

Kindergarten Fine Motor Skills

*Elem/MS Board Games

*LASSO Ranch

5-12 Health and Wellness

*Elem. Activities with Ollie

LASSO CENTER

Located at Breckenridge High school

- Learning And Student Support Opportunity Center
- Non-School Hour Programming
 - Provide daily structure for students
 - Daily supplemental nutrition
 - Career and technology exploration
 - Community Service experiences
- Over 500 students served during school year!



Media Broadcast Career Exploration

- 21CCLC is providing middle and high school students with hands-on career exploration in media broadcasting.
- This newly added project, coordinated through our HS LASSO Center, gives students the opportunity to learn how to edit, produce, and broadcast important school messages.
- Students are gaining real-world experience while developing skills in media, communication, technology, and broadcasting.

BRECK BROADCAST



2026 SUMMER PROGRAMMING RECAP

267+
Students

18
Classes
offered

312+
hours of
programming

217+
Family members
attended Family
Day Picnic

23
Teachers

3
Assistants

29
Volunteers

12
Community
Partnerships



ACADEMICS



LEADERSHIP



SUPPORT



INSPIRE



OPPORTUNITY



INNOVATE



PARTNERSHIPS



CREATIVITY



SUCCESS



COMMUNITY



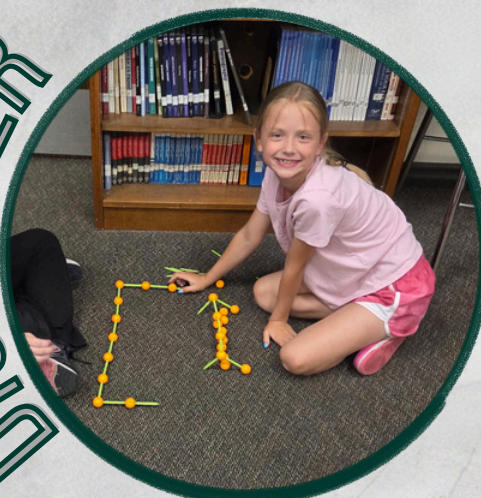


ACHIEVE



CONFIDENCE

DISCOVER



EXPLORE



COLLABORATE



LEARNING



ENRICHMENT



INTEGRITY



FUTURE

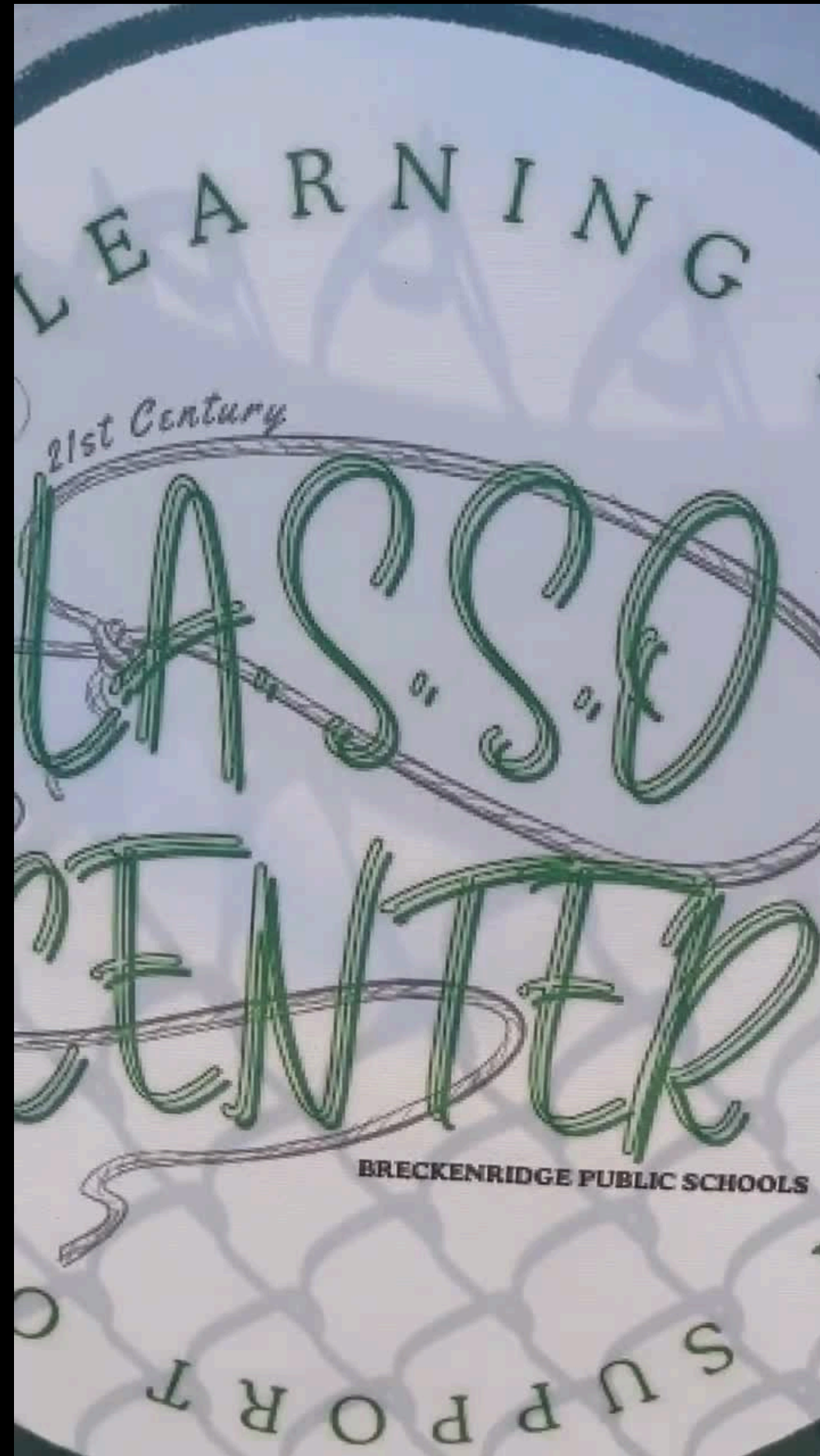


TEAMWORK



SUMMER FAMILY DAY PICNIC

JULY 23, 2026



217+

Family members
attended Family
Day Picnic

SUMMER MEALS RECAP

1,888
Breakfasts
served



2,203
Lunches
served



4,091
Meals
Served

2
Food
Service
Team
Members



WENDY
BOMMERSBACH

APRIL
LAURTIZEN



FUN CLUB

Located at Breckenridge Elementary
Coordinated by Dee Nelson

- Provide free after-school care for families through 21CCLC funding.
- Employ Breckenridge High School students and provide meaningful work and internship opportunities.
- Currently have 69 students enrolled in after-school care, with 8 students on the waitlist.



Maggi



Julianna



Kendall



Bella



Makayla



Emmy

LASSO RANCH

Located at the Elementary School

Led by: Tiffany Bakker

- LASSO Ranch
Lead Teacher



What is LASSO Ranch?

An afterschool program that is an extension of the classroom where students can build academic skills, make new friends and participate in engaging activities!

Vision for the Future of LASSO Ranch?

Next year will include 7th and 8th grade, reaching even more students!

LASSO Ranch

Rounding up fun, roping in learning, and saddling up for adventure

AFTERSCHOOL PROGRAM

★ The LASSO Ranch afterschool program provides a safe, supportive, and fun environment where students can build skills, make new friends, and explore their interests through hands-on learning and engaging activities!

★ — — — — — ♥ — — — — —

TARGETED LEARNING SKILLS

We focus on building key skills in:

- ★ Reading & Writing
- ★ Math & Problem Solving
- ★ Critical Thinking
- ★ Communication
- ★ Collaboration
- ★ Technology Skills

Real Skills for a Brighter Future!

HANDS-ON LEARNING

Students learn by doing!

- ★ STEM Projects
- ★ Creative Arts & Crafts
- ★ Real-World Connections
- ★ Building & Making
- ★ Outdoor Learning

Hands on. Minds on. Future ready!

ENGAGING ACTIVITIES

Each week is filled with fun, interactive activities that keep students excited and involved!

- ★ Small Group Instruction
- ★ Games & Team Challenges
- ★ Choice & Voice in Activities
- ★ Fun, Friendships & Leadership Opportunities

Learn Explore Grow!

THE BENEFITS

Your child will leave each day with:

- ★ Stronger academic skills
- ★ Greater confidence
- ★ New friendships
- ★ A positive attitude toward learning

★ Small steps. Big dreams! ★

PROGRAM DETAILS

Dates:
Start: Oct. 5th, 2026
End: April 27th, 2027
Mon - Thurs from 3:15 pm to 4:15 unless otherwise noted.

Location:
Elementary School in Mrs. Snyder's Classroom

Teachers:
Ms. Bakker and Mrs. Snyder

Contact:
bakkert@isd846.org
(218) 643-2694 EXT: 4013

★ SADDLE UP FOR AN AMAZING AFTERSCHOOL ADVENTURE! ★

PARENT PERMISSION FORM

Please complete and return this form to give your child permission to participate in the LASSO Ranch afterschool program. You can turn this form into the Elementary Office.

Child's Name: _____

Parent/Guardian Name: _____

Contact Phone/Email: _____

How will your child get home? ☐ Fun Club ☐ Walk ☐ Get Picked Up

Parent/Guardian Signature: _____ Date: _____

Please return by September 30th! ★

Thank you! ♥

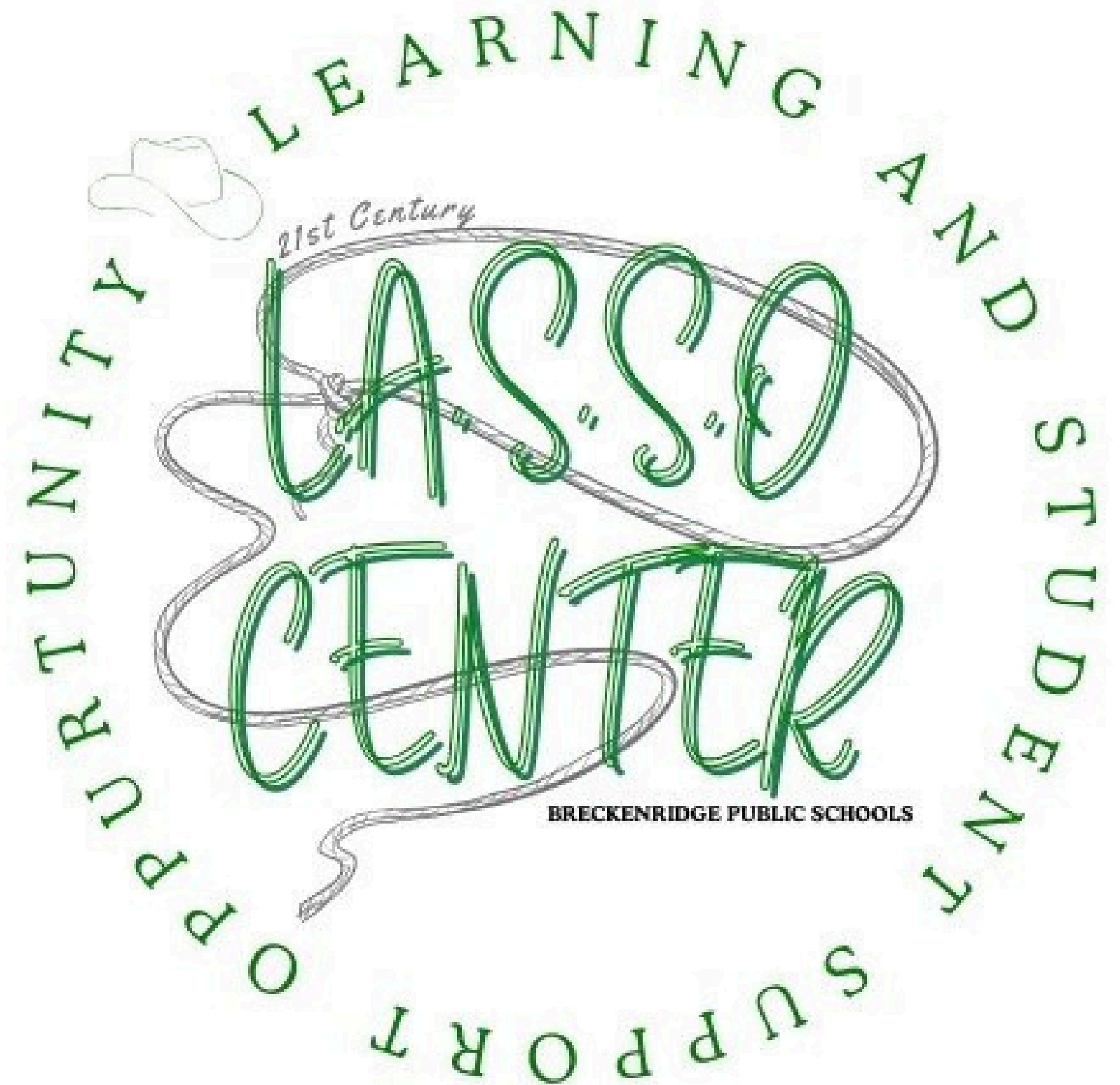
Checkout our
Facebook
page to stay up
to date with new
class offeringe
and what
we are up to!



B

Breckenridge Public Schools
ISD 846

Thank
you!



- B. Student Council Advisor
- C. Associate Principal/ALP Director
- D. K-12 Principal

37



Breckenridge Elementary School Breckenridge Pride...Inspiring to Excel



K–12 Principal Monthly Board Report September 2026 Noah Brenden

Breckenridge Pride:

- **All Staff:** The first week of school was a great start to the year. Visiting both buildings throughout the week, it was clear that our staff are committed to our students and to providing positive learning experiences. There was a great deal of energy and positivity throughout both buildings as we welcomed students back. I appreciate the work our staff put in to make the first week a successful one.
- **New Staff and New Crew:** I appreciate the work our new teachers and staff have put in to learn our systems, get to know our students, and become part of our school community. They have brought new energy and ideas to our district, and it has been great to see them get off to a strong start.
- **Scott Wendorf and Miriam Tobola:** I would like to recognize Scott and Miriam for their work preparing our technology and equipment for the start of the school year. They have spent the past several weeks addressing technology needs and getting everything organized and ready for staff and students. Much of this work happens behind the scenes, but it is an important part of starting the year smoothly.

K-12 Back to School Night

- Strong turnout at both the elementary and secondary buildings. We also received helpful feedback from staff and families that will help us improve the event for next year.

Teaching & Learning / MTSS

- **Instructional Leadership Team:** Our Instructional Leadership Team is leading early-out PLCs focused on explicit instruction. The goal is to create greater consistency in instructional practices and continue building our shared approach to teaching and learning across the district. We have also welcomed three new members to the Instructional Leadership Team: Lori Randall, Bernard Rhoden, and Tiffany Bakker.
- **Assessments:** AVMR, FASTBridge, and CAPTI assessments will begin at the end of September to help monitor student progress and identify instructional needs.
- **MTSS:** The MTSS team met today to review progress from last year and establish a focus for the upcoming school year.



Breckenridge Elementary School Breckenridge Pride...Inspiring to Excel



Extracurriculars & Activities: Extracurricular activities are off to a great start. The football team is 2-0, volleyball won the tournament in Pelican Rapids last weekend, and Storm cross country had a strong showing at the Barnesville Invite, with the boys winning and the girls finishing 2nd. The band will also be performing in the Headwaters Day Parade.

NDSCS Block Party

- Great turnout and a beautiful evening. It was a fun opportunity for our school to be part of a community event and continue building relationships with local partners.

Mock Car Crash

- Initial planning is underway for a mock car crash scheduled for Tuesday, April 21, with April 28 as the weather makeup date. We plan to have 11th and 12th grade students participate, with Campbell and Rothsay also invited. We are partnering with the Breckenridge Police Department, Wilkin County Sheriff's Office, State Patrol, Fire Department, MN DOT, and other community partners.

Homecoming Week

- Homecoming Week is scheduled for next week September 21–25. Student Council planning is underway for activities.

E. Business Manager	
F. ZBA/GCS	
G. Superintendent	
H. Committee Reports	
6. Old Business	
A. Land Purchase	40

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the Effective Date by and between the Seller and Buyer defined below.

1. **Definitions.**

- a. *Seller* means Brian J. Conzemius and Rochelle Conzemius, husband and wife.
- b. *Buyer* means Independent School District #846.
- c. *Effective Date* means _____, 2026.
- d. *Title Company* means Richland Title, 602 Dakota Avenue, Wahpeton, North Dakota 58075.
- e. *Property* means the following described real property with the buildings, improvements and fixtures on said real property, if any, and all appurtenances thereto belonging, and all right, title and interest, if any, to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Property, to the centerline thereof located in the County of Wilkin, State of Minnesota to-wit:

SEE SURVEY AND LEGAL DESCRIPTION ATTACHED AS EXHIBIT A

- f. *Deposit* means the earnest money deposit in the amount of \$1,000.00.
- g. *Hazardous Substance* means any petroleum product, asbestos product or other material, substance or waste that is recognized as being hazardous or dangerous to health or the environment by any federal, state or local agency having environmental protection jurisdiction over the Property.
- h. *Closing Date or Closing* means March 1, 2028, or such earlier date as determined by Seller. The parties intend for Seller to have discretion in determining a Closing Date in order to accommodate a 1031 exchange by Seller. In the event Seller decides to close earlier than March 1, 2028, Seller shall provide no less than sixty (60) days' advanced written notice to Buyer of the same. In the event the Closing occurs prior to March 1, 2028, after the Closing Date, the Seller shall be entitled to lease the Property from the Buyer for the crop year 2027 for \$1.00. The lease shall automatically terminate on or before December 31, 2027. In the event Closing occurs on or after January 1, 2028, Seller shall allow Buyer to store equipment on the Property as early as January 1, 2028, for the purpose of staging the property for construction that is expected to commence in the Spring of 2028.
- i. *Inspection Period* means a period of time commencing on the Effective Date and expiring on the Closing Date.

2. **Property.** Seller agrees to sell, and Buyer agrees to purchase, the Property, upon the terms and conditions set forth in this Agreement.

3. **Personal Property.** This sale does not include any personal property.

4. **Purchase Price.** The purchase price shall be \$538,650.00 payable in cash at Closing.

Buyer has paid to Seller or the Title Company the Deposit as earnest money to be credited on the purchase price, the receipt of which is hereby acknowledged by Seller. The Title Company shall hold the Deposit until the Closing Date, at which time the Deposit shall apply against the purchase price. The Deposit is refundable if Buyer rightfully excuses itself from performance under this Agreement by virtue of: (i) the failure of a condition precedent to Buyer's performance; (ii) the inability of Seller to perform under this Agreement, despite its good faith efforts; or (iii) a breach of this Agreement by Seller.

5. **Inspection and Due Diligence.** Buyer may, during the Inspection Period, determine whether the Property is suitable for Buyer's intended development and/or use thereof. During the Inspection Period, Buyer, its agents, employees, and contractors, may access the Property for the purpose of making inspections, surveys, soil and drainage tests, and generally collecting information deemed necessary by Buyer to make its determination as to the suitability of the Property for the Buyer's intended development and/or use, all at Buyer's sole cost and expense. If Buyer desires to enter upon the Property (or have a representative of or consultant for Buyer enter upon the Property), Buyer shall give Seller reasonable notice of the time of such proposed entry and Seller (or its representative) is entitled to be present during such entry. Buyer shall furnish Seller a copy of any "Phase I" and/or other reports concerning the Property that are obtained by Buyer during the course of its due diligence efforts. In addition, Buyer shall not conduct any invasive testing of the Property (e.g., a Phase II environmental assessment, geotechnical borings, etc.) without the prior written consent of Seller. In connection with any such request for consent, Buyer shall furnish to Seller a detailed description of the contemplated testing or sampling work, including a site map indicating the location of the proposed testing or sampling. Buyer shall conduct such testing and/or sampling in such a way as to minimize interference with the farming operations of Seller and other occupants, if any, of the Property. Buyer shall furnish to Seller copies of all subsequent testing and sampling reports and shall keep such reports confidential unless disclosure is required by applicable law or regulation. If Buyer delivers written notice to Seller on or before 5:00 p.m. on the last day of the Inspection Period (the "Inspection Period Deadline") that the Property is not suitable for Buyer's intended development and/or use thereof, then the Deposit will be returned promptly to Buyer and this Agreement is deemed terminated. If Buyer does not deliver such written notice prior to the Inspection Period Deadline, or if Buyer notifies Seller prior to the Inspection Period Deadline that the Property is suitable for Buyer's intended development and/or use, then this Agreement continues to be effective and binding upon the parties, and the Deposit is non-refundable to Buyer (except in the event of Seller's default hereunder) and such Deposit shall be applied against the Purchase Price.

6. **Title, Liens and Encumbrances.** At closing, Seller shall transfer title to Buyer by a Warranty Deed conveying good and marketable title to Buyer. The sale and transfer by Warranty Deed shall be free of all liens and encumbrances except for the following:

- a. Building and zoning laws, subdivision laws, ordinances, state and federal regulations, provided they do not adversely affect Buyer's intended use of the Property.

- b. Conditions, covenants, restrictions, declarations, and easements of record, if any, without effective forfeiture provisions and which do not interfere with present improvements and with Buyer's intended use of the Property.
- c. Reservation of any mineral or mineral rights of record.
- d. Any Permitted Exceptions.
- e. A restrictive covenant in the deed from Seller to Buyer as follows:

Naming Rights. Any naming rights that will be utilized will not be allowed to be associated with the word "Field" on facilities and sports fields built on the property. Only "Breckenridge," "Cowboys," and "Cowgirls" will be allowed to be associated with the word "Field." The word "Field" may not appear in any name, title, designation, sign, advertisement, announcement, publication, map, schedule, website, social media post, broadcast, or other public reference to the property or any portion thereof if "Field" is associated or combined with the name or identifying designation of any individual or entity. This restriction shall remain in effect until *[99 years from the Closing Date]* and shall automatically terminate thereafter. Said covenant shall run with the property and shall be binding on the Grantee's successors, assigns, and all future owners of the property. Brian Conzemius, Rochelle Conzemius, Joseph Conzemius, and Kennedy Pugh, individually and jointly, are expressly entitled to enforce this covenant.

- f. FEMA easement / flood drainage culvert, as described in FEMA letter dated June 21, 2024, addressed to the Mayor of the City of Breckenridge, MN.

- 7. **Title Examination.** Within 30 days from the Effective Date, Seller shall furnish Buyer a title insurance commitment to the Property showing good and marketable title in Seller, including legal access, ingress and egress to the Property, free and clear of all liens and encumbrances, except as noted above. After receipt of the title insurance commitment, Buyer shall have 20 days to examine said title insurance commitment and within said period of time shall promptly notify Seller of all objections thereto in writing. Any matter disclosed in the title commitment and not objected to by Buyer shall be a Permitted Exception. If Buyer notifies Seller of any objections to matters disclosed in the title commitment, Seller shall have a period of 90 days in which to cure Buyer's objections. If Seller is unable or unwilling to cure Buyer's objections within said period of time or such further time as may be granted by Buyer, Buyer shall be entitled to either (a) terminate this Agreement by notice to Seller on or before the Closing Date, in which event the Deposit shall be refunded to Buyer, or (b) waive the uncured objections and proceed to closing. Seller shall in all events be obligated to discharge all mortgage liens and other liens on or before the Closing Date.

- a. **Additional Title Examination.** Between 30 and 60 days prior to the Closing Date, Seller shall furnish Buyer a title insurance commitment to the Property showing good and marketable title in Seller, including legal access, ingress and egress to the Property, free and clear of all liens and encumbrances, except as noted above. After receipt of the title insurance commitment, Buyer shall have 20 days to examine said title insurance commitment and within said period of time shall promptly notify Seller of

all objections thereto in writing. Any matter disclosed in the title commitment and not objected to by Buyer shall be a Permitted Exception. If Buyer notifies Seller of any objections to matters disclosed in the title commitment, Seller shall have a period of 90 days in which to cure Buyer's objections. If Seller is unable or unwilling to cure Buyer's objections within said period of time or such further time as may be granted by Buyer, Buyer shall be entitled to either (a) terminate this Agreement by notice to Seller on or before the Closing Date, in which event the Deposit shall be refunded to Buyer, or (b) waive the uncured objections and proceed to closing. Seller shall in all events be obligated to discharge all mortgage liens and other liens on or before the Closing Date.

8. **Real Estate Taxes and Assessments.** Seller agrees to pay all real estate taxes and assessments for special improvements, which are due and payable in the year prior to closing. Real estate taxes and assessments for special improvements due and payable in the year of closing shall be prorated between Buyer and Seller on the basis of the real estate taxes and assessments for special improvements due and payable in the year of closing, and in the event the exact amount of the taxes and assessments due and payable in the year of closing are not yet known, the amount to be prorated shall be based on the real estate taxes and assessments for special improvements due and payable in the year prior to closing. Buyer agrees to pay the real estate taxes and assessments for special improvements due and payable in all years subsequent to closing.
9. **Zoning Changes.** Buyer shall not petition or otherwise initiate zoning changes with regard to the Property until after Closing.
10. **First Right of Refusal Agreement.** The parties shall execute a First Right of Refusal Agreement at Closing substantially in the form attached as Exhibit B, which shall be recorded with at the Recorder's Office for Wilkin County, Minnesota.
11. **Construction of New Approach.** Buyer shall cause a new approach to be constructed on real property owned by Seller that is adjacent to the Property. Until the new approach is constructed, Buyer shall have access over the current approach to Seller's adjacent property equal to the width of the approach. The location of the new approach shall be mutually agreed upon by the parties and shall be approximately in the location designated on Exhibit D attached hereto. The new approach must contain a sixty (60) foot culvert length, a diameter equal to the culvert outlet currently located on the Property, and appropriate dirt work to facilitate property access and to maintain water flow drainage along Mackubin Avenue to the existing drainage outlet and pump station. All costs associated with the design, construction, and permitting of the new approach shall be paid by Buyer.
12. **Authority and Organizational Structure.** Buyer and Seller hereby represent to each other that they have the full and complete authority to enter into this Agreement, and that the individuals executing this Agreement on behalf of each party have the legal and organizational authority to execute this Agreement on behalf of each party and to bind each party. Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate, as defined in Section 1445 of the Internal Revenue Code.
13. **Warranty Disclaimer -- the Property is sold AS IS.**

- a. Except for warranty of title, Seller gives no warranty and makes no representation to Buyer of any kind. Seller makes no representations or warranties concerning Hazardous Substances. THERE ARE NO EXPRESS WARRANTIES AND SELLER SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF HABITABILITY, IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. **THE PROPERTY IS SOLD AS IS, WITHOUT WARRANTY OF ANY KIND, WITH ALL FAULTS AND IN ITS PRESENT CONDITION.** THE PROPERTY IS ALSO SOLD WHERE IS AND NO WARRANTY OR REPRESENTATIONS WITH RESPECT TO BOUNDARY LINES ARE MADE BY SELLER. Buyer must satisfy itself that the Property is entirely within boundary lines expected. Buyer represents to Seller that Buyer takes the Property in its present condition, with all its faults. Buyer has been, or will be, provided full and complete access to the Property and the full right to examine and test the same. Buyer is relying solely upon such access, investigation and Buyer's testing and is not relying upon any representation or warranty of Seller.
- b. Seller makes no representation or warranty, express, implied or otherwise, regarding mold, fungus, bacteria, or other biological material or organisms. Seller shall have no duty, obligation or liability, all of which are expressly waived by Buyer, for any damage or claim, whether known or unknown, actual, consequential, punitive or otherwise, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with mold, fungus, bacteria, or other biological material or organisms.
- c. Buyer hereby expressly waives any and all claims for damages or for rescission or cancellation of this Agreement because of any representations by Seller or any agent of Seller, other than such representations as may be contained in this Agreement. Buyer further agrees that Seller, and any and all agents of Seller, shall not be liable for or on account of any inducements, promises, representations or agreements not contained in this Agreement, and no agent or employee of Seller is, or has been authorized by Seller, to make any representations with respect to the Property, and that if any such representations have been made, they are wholly unauthorized and not binding on Seller.
- d. Buyer acknowledges and agrees that, other than as expressly set forth in this Agreement, neither Seller nor any of Seller's agents or employees have made any representations or warranties whatsoever, express or implied, as to: zoning, land use controls and entitlements; public or private use rights and restrictions; building, fire and safety code compliance; the condition or quality of any element of the Property, including without limitation, representations or warranties as to value, merchantability, fitness or suitability for a particular purpose; soil, water or any environmental conditions or Hazardous Substances; taxes or assessments; to any other matter whatsoever. Finally, by closing on its purchase of the Property, Buyer shall be deemed to, and hereby does, relinquish and waive any and all rights, claims and/or causes of

action relating to the Property Buyer has or may ever have against Seller and Seller's owners, directors, governors, officers or employees for indemnification, contribution, reimbursement, refunds, damages, costs or other monetary awards, or any form of equitable or injunctive relief arising under or based upon any federal, state or local statute, law, ordinance, rule or regulation, or the common law regulating or concerned with Hazardous Substances, the environment, public health and safety, pollution or like matter.

14. **Survival.** All of the terms, representations and warranties contained herein are continuing and shall survive the closing.
15. **Closing.** Closing of this transaction shall take place and possession of the Property shall be delivered to Buyer on the Closing Date, subject to the extension of time heretofore granted in the event that title to the Property shall be found unmarketable. The Title Company shall handle the closing. No in person closing shall be required as closing documents shall be transmitted by mail, email, or fax, and money shall be wired between the parties.
16. **Good Funds.** ALL NET SALE PROCEEDS PAID TO THE SELLER OR THE TITLE COMPANY SHALL BE PAID BY BUYER IN A MANNER AS DESIGNATED BY THE SELLER OR THE TITLE COMPANY. UNLESS OTHERWISE PROVIDED BY THE SELLER IN WRITING, SAID NET SALE PROCEEDS SHALL BE IN GOOD FUNDS, AVAILABLE FOR IMMEDIATE USE OR DISBURSEMENT ON THE CLOSING DATE. IF REQUESTED BY THE SELLER OR TITLE COMPANY, NET SALE PROCEEDS MUST BE PROVIDED BY WIRE OR CERTIFIED CHECK.
17. **Risk of Loss.** In the event the Property is destroyed or substantially damaged by fire or any other cause before the Closing Date, this Agreement shall become null and void, at Buyer's option, and all monies paid hereunder shall be refunded to Buyer. The risk of loss is on Seller.
18. **Default.** If Buyer fails to perform any of the terms or conditions of this Agreement, other than due to Seller's default, Seller may, at Seller's option, declare this Agreement terminated and retain the Deposit as agreed liquidated damages, or pursue any other legal or equitable remedy, including a claim for damages. If Seller fails to perform any of the terms or conditions of this Agreement, other than due to Buyer's default, Buyer may, at Buyer's option: declare this Agreement terminated and in which case the Deposit shall be refunded to Buyer; or sue for specific performance; or sue for damages; or pursue any other legal or equitable remedy available. The rights and remedies granted to the parties in this Section are intended to be cumulative to all other rights and remedies available to the parties (whether under this Agreement, at law, in equity or otherwise); accordingly, the exercise by either party of any such right or remedy shall not preclude it from exercising any other such right or remedy.
19. **Cooperation - Like-Kind Exchange.** A material part of the consideration in this transaction is that either party has the option to qualify this transaction as part of a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986. In that regard, the parties agree that either party may assign this Agreement to an exchange intermediary. The parties agree to cooperate with each other in effectuating any such exchange, including executing any documents, instruments or agreements reasonably requested by the party effectuating an exchange or their exchange intermediary; provided, that neither party shall be required to (i)

- expend any additional funds in connection with the exchange, (ii) accept or assume any additional obligations or liabilities, or (iii) extend the Closing Date.
20. **Time of the Essence.** Time is of the essence of each provision of this entire Agreement and all of the conditions thereof.
21. **Assignability.** Buyer may not assign this Agreement without the written consent of Seller.
22. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior oral or written agreements between the parties regarding the subject matter hereof. There are no verbal agreements that change this Agreement. No waiver of any of this Agreement's terms will be effective unless the waiver is contained in a writing executed by the parties. No representation, promise, warranty, condition, understanding or agreement of any kind in connection with the subject matter hereof shall be binding on the parties hereto unless expressly set forth herein.
23. **Modification.** No change or modification of this Agreement shall be valid unless the same is in writing and signed by all the parties to this Agreement.
24. **Persons Bound by this Agreement.** This Agreement shall be binding upon the parties, their heirs, devisees, legal representatives, successors and assigns. The rights and obligations of any party to this Agreement may be exercised or satisfied by that party's legal representative.
25. **Governing Law.** The provisions of this Agreement shall be governed by the laws of the State of Minnesota.
26. **Documents for Closing.** The parties shall furnish the following documents at the time of closing:
- a. Warranty Deed.
 - b. Any Certificate of Real Estate Value or Fair Consideration required by the applicable state agencies.
 - c. Any documents required by Buyer's title examination that are necessary to convey title consistent with this Agreement.
 - d. An affidavit in a form presented by Buyer or by a title insurance company evidencing the absence of bankruptcies, judgments, tax liens, construction or mechanic's lien rights affecting the Property, unrecorded interests affecting the Property, persons in possession of the Property and known encroachments or boundary line questions affecting the Property.
 - e. All appropriate Federal Income Tax Reporting Forms.
 - f. All appropriate disclosures and certificates regarding wells, septic/sewer systems, ground water, environmental conditions or other conditions of the Property which certificates are required by the state where the Property is located.

- g. A non-foreign affidavit containing such information as is required under Section 1445(b)(2) of the Internal Revenue Code and any regulations relating thereto.
- h. Right of First Refusal Agreement to be executed by the parties and recorded following Closing.
- i. Lease for the Property for the crop year 2027, if applicable.
- j. Any other document required by this Agreement.

In addition, each party will deliver to the other party and any title company that may be involved such agreements, assignments, conveyances, instruments, documents, certificates and the like as may be reasonably required by either party or the Title Company to consummate the sale of the Property from Seller to Buyer in accordance with the terms of this Agreement.

27. **Allocation of Closing Expenses.** The parties shall apportion the closing expenses in the following manner:

- a. Seller's expenses - Seller shall be responsible for:
 - i. Any deed tax connected with the recording of the Warranty Deed.
 - ii. The recording fees for any corrective instruments.
 - iii. The recording of the First Right of Refusal Agreement.
 - iv. Its own attorney's fees.
 - v. The cost of the title insurance commitment, or the preparation of any corrective documents.
 - vi. The preparation costs of any documents that Seller is required to deliver to Buyer at or before closing.
- b. Buyer's expenses - Buyer shall be responsible for:
 - i. Recording fees for the Deed.
 - ii. Its own attorney's fees, including fees for title opinions.
 - iii. The cost of owner's or lender's title insurance premiums.
 - iv. The preparation costs of any documents that Buyer is required to deliver to Seller at or before closing.
 - v. The cost of the closing fee charged by the Title Company.
 - vi. All other costs specifically allocated to Buyer as set forth in this Agreement.

- vii. Survey costs, UCC Searches, inspection fees, lender fees, appraisals, and environmental site assessments if ordered or required by Buyer.

28. **Settlement Statements.** All settlement statements prepared by the Title Company and which show closing amounts for Seller and Buyer shall be provided to both Seller and Buyer.
29. **Title Insurance.** Seller agrees to procure an owner's title insurance commitment in the amount of the purchase price. The cost of the title insurance commitment and premiums shall be paid as allocated in this Agreement.
30. **Minnesota Disclosures.** Disclosures are attached to this Agreement as an exhibit labeled Minnesota Statutory Disclosures.
31. **Mutual Indemnification.** Seller will indemnify and hold Buyer harmless from all liabilities (including reasonable attorneys' fees in defending against claims) arising out of claims by third parties relating to acts or occurrences on, at or with respect to the Property which occur prior to the Closing Date, unless such claims relate to acts by Buyer or its agents. Buyer will indemnify and hold Seller harmless from all liabilities (including reasonable attorneys' fees in defending against claims) arising out of claims by third parties relating to acts or occurrences on, at or with respect to the Property which occur on or after the Closing Date unless such claims relate to acts by Seller or its agents.
32. **Enforcement Costs.** If any legal action, arbitration, or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which that party may be entitled.
33. **Signature in Counterparts.** This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument. The parties hereto confirm that any facsimile or scanned copy of another party's executed counterpart of this Agreement (or its signature page thereof) will be deemed to be an executed original thereof.
34. **Access.** Buyer and its representatives shall have reasonable access to the Property to perform Buyer inspections, fulfill contingencies, and do its due diligence. Buyer and Seller shall cooperate in providing access to the Property. Buyer indemnifies Seller with respect to all damage to the Property or personal injuries caused by Buyer or Buyer's representatives. Further, Buyer agrees to repair any damage caused by Buyer or Buyer's representatives.
35. **Acceptance Date.** If this Agreement is not signed by the Seller on or before September 11, 2026 by 5:00 p.m. central daylight time and delivered (email delivery is acceptable) to the Buyer and the Buyer's attorney, this Agreement and all the terms and conditions contained herein shall be null and void.
36. **Notices.** All notices provided to the other party shall be in writing and delivered to the other at the following addresses:

To Seller: Brian & Rochelle Conzemius
2080 360th St.
Breckenridge, MN 56520
Email: bc@agwireless.net; rochelle@fossarch.com

with a copy to Seller's attorney:

Amy Clark
Smith & Strege Ltd.
321 Dakota Ave.
Wahpeton, ND 58075
Email: amyclark@smithstrege.com

To Buyer: Independent School District #846
Attn: Kristie Sullivan
810 Beede Ave.
Breckenridge, MN 56520
Email: sullivank@isd846.org

with a copy to Buyer's attorney:

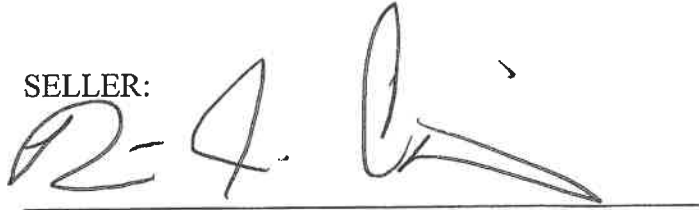
Pemberton Law
Attn: Chad Felstul
110 N Mill Street
Fergus Falls, MN 56537
Email: c.felstul@pemplaw.com

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

[signature pages follow]

Signature page to Sale and Purchase Agreement between Conzemius and Independent School District #846.

SELLER:

A handwritten signature in black ink, appearing to read "B-J. Conzemius", written over a horizontal line.

Brian J. Conzemius

A handwritten signature in black ink, appearing to read "Rochelle Conzemius", written over a horizontal line.

Rochelle Conzemius

Signature page to Sale and Purchase Agreement between Conzemius and Independent School District #846.

BUYER – INDEPENDENT SCHOOL
DISTRICT #846:

By _____
Its _____

By _____
Its _____

MINNESOTA STATUTORY DISCLOSURES

Seller represents as follows:

- a. **Individual Sewage Treatment Systems.** For the purposes of satisfying the requirements of Minn. Stat. §115.55, the following disclosures are made by Seller:
- i. X There is no "individual sewage treatment system" within the meaning of said statute on or serving the Property.
 - ii. There is an "individual sewage treatment system(s)" (within the meaning of said statute) on or serving the Property, and in connection therewith, Seller delivers to Buyer and Buyer acknowledges the receipt, of a Private Sewer System Disclosure Statement.
- b. **Residential Disclosure Requirements.** Certain Seller residential disclosures about the Property are sometimes required by Minnesota law. With respect to those disclosures, Buyer certifies and represents to Seller, or the parties mutually agree, as follows:
- i. X This transaction is an excluded transaction under M.S.A. §513.54.
 - ii. Buyer and Seller agree that the written disclosure requirements under M.S.A. §513.52 to 513.60 are hereby waived (if waived, both Seller and Buyer should initial below).

Seller: _____Buyer: _____
 - iii. Buyer has received the written disclosure from Seller.
- c. **Methamphetamine Production Disclosure Requirements.** Certain Seller methamphetamine disclosures about the Property are required by Minnesota law. With respect to those disclosures, Seller certifies and represents to Buyer as follows:
- i. X Seller is not aware of any methamphetamine production that has occurred on the Property.
 - ii. Seller is aware that methamphetamine production has occurred on the Property and makes the following disclosures:
 - 1. Seller IS IS NOT aware if there are currently, or have previously been, any orders issued on the Property by any governmental authority ordering the remediation of a public health nuisance or by-products or degradates from the manufacture of methamphetamine on the Property.
 - 2. If answer under (1) is IS, Seller certifies that all orders HAVE HAVE NOT been vacated.
 - 3. If Seller is aware that methamphetamine production has occurred on the Property and no order was issued against the Property, Seller makes the

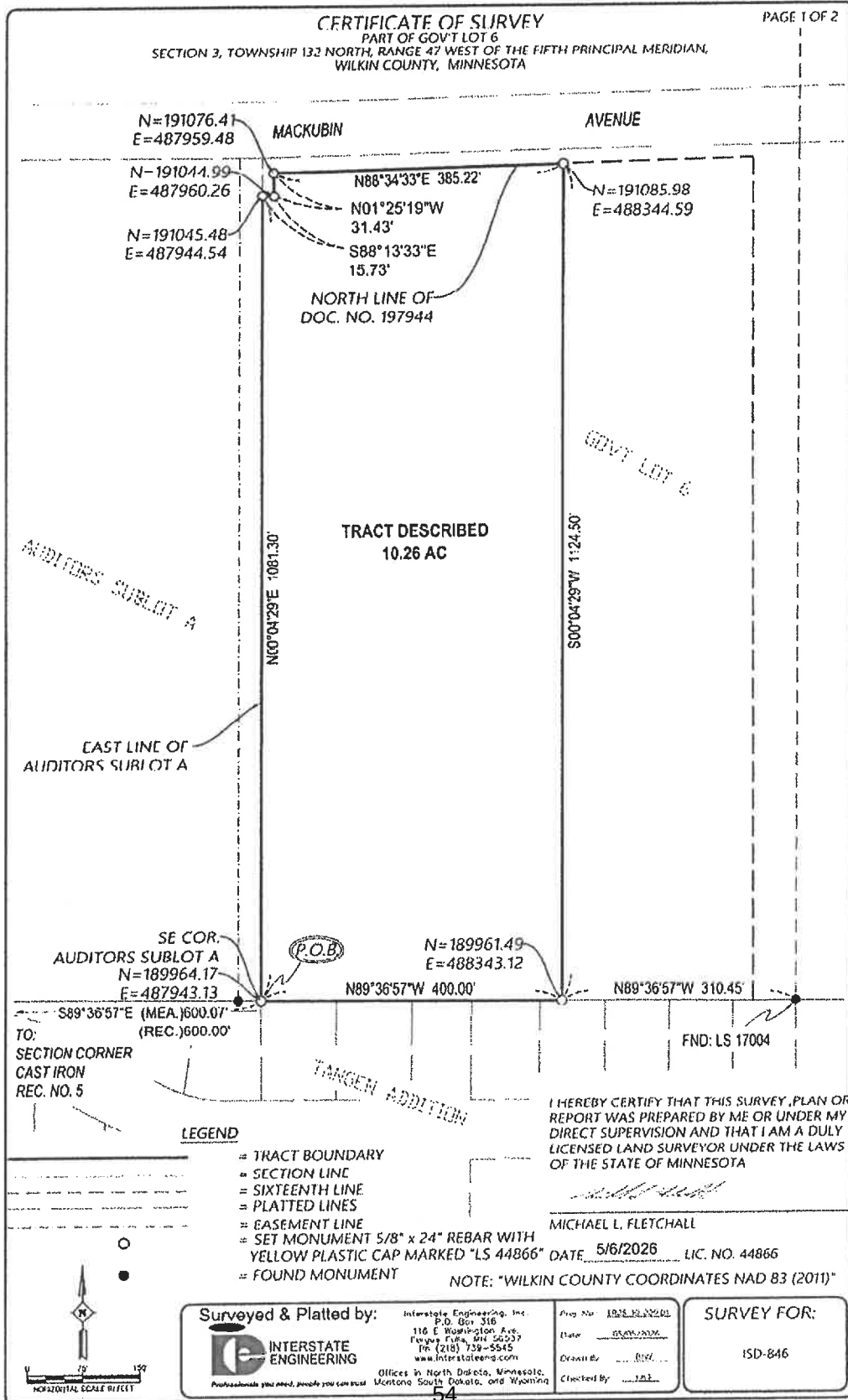
following representation regarding the status of removal and remediation of contaminants on the Property: (*Check One*)

_____ The Property has been remediated according to the Department of Health Guidelines. Attached is copy of the contractor's verification that the work was completed according to the Department of Health Guidelines; or

_____ Other (explain): _____

- d. **Storage Tanks.** To the best knowledge of Seller after due inquiry, no "above ground storage tanks" or "underground tanks" (within the meaning of Minn. Stat. §116.46) are located in or about the Property, or have been located under, in or about the Property and have subsequently been removed or filled. To the extent storage tanks exist on or under the Property such storage tanks have been duly registered with all appropriate regulatory and governmental bodies and otherwise are in compliance with applicable federal, state and local statutes, regulations, ordinances and other regulatory requirements.
- e. **Airport Zoning Regulations.** Seller hereby discloses as follows: **If airport zoning regulations affect the Property, a copy of those airport zoning regulations as adopted can be viewed or obtained at the office of the county recorder where the zoned area is located.**
- f. **Wells.** For the purposes of satisfying the requirements of Minn. Stat. §103I, the following disclosures are made:
- i. X Seller does not know of any "wells" on the Property within the meaning of Minn. Stat. §103I. This representation is intended to satisfy the requirement of that section.
- ii. _____ Seller represents that there is one or more "wells" within the meaning of Minn. Stat. §103I on the Property, and in connection therewith, delivers to Buyer, and Buyer acknowledges receipt of, the Minnesota Well Disclosure Statement.

EXHIBIT A SURVEY AND LEGAL DESCRIPTION



CERTIFICATE OF SURVEY

PAGE 2 OF 2

PART OF GOV'T LOT 6
SECTION 3, TOWNSHIP 132 NORTH, RANGE 47 WEST OF THE FIFTH PRINCIPAL MERIDIAN,
WILKIN COUNTY, MINNESOTA

TRACT DESCRIPTION:

All that part of Government Lot 6, Section 3, Township 132 North, Range 47 West of the Fifth Principal Meridian, Wilkin County, Minnesota, Described as follows:

Commencing at the Southwest Corner of said Section 3 (Land Survey Monument Record 5); thence on an assumed bearing of S89°36'57"E on and along the south line of said Section 3, a distance of 600.07 feet to the southeast corner of Auditors Sublot A, and the POINT OF BEGINNING; thence N00°04'29"E on and along the east line of Auditors Sublot A for 1081.30 feet to the intersection of a line of the existing tract described in document no. 197944, on file and of record in the office of the Wilkin County recorder; thence S88°13'33"E on and along the south line of said existing tract, a distance of 15.73 feet; thence N01°25'19"W continuing on the south line of said existing tract, a distance of 31.43 feet; thence N88°34'33"E continuing on the south line of said existing tract, a distance of 385.22 feet; thence S00°04'29"W along a line parallel with and lying 400.00 feet easterly of the east line of Auditors Sublot A for a distance of 1124.50 feet, to a point on the south line of said Section 3; thence N89°30'57"W on and along the south line of said Section 3 a distance of 400.00 feet to the point of beginning.

Containing 10.26 acres, more or less, subject to easements, restrictions, and reservations of record, if any.

State of Minnesota
County of Wilkin

On this _____ day of _____, 2026, before me, a notary public in and for said County and State, personally appeared Michael Fletcher, to me known to be the person described in and who executed the same as a free act and deed.

Notary Public

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA



MICHAEL L. FLETCHALL

DATE 5/6/2026 LIC. NO. 44866

NOTE: "WILKIN COUNTY COORDINATES NAD 83 (2011)"

Surveyed & Platted by:  INTERSTATE ENGINEERING Professionalism you need. Simplicity you can trust.		Interslate Engineering, Inc. P.O. Box 316 116 E Washington Ave Fergus Falls, MN 56533 Ph (218) 739-5545 www.interslateeng.com Offices in North Dakota, Minnesota, and South Dakota, and Wyoming	Proj No. 1825-10-22251 Date 05/06/2026 Drawn by BAF Checked by SLS	SURVEY FOR: ISD-846
--	--	--	---	-----------------------------------

EXHIBIT B
FIRST RIGHT OF REFUSAL AGREEMENT

THIS FIRST RIGHT OF REFUSAL AGREEMENT ("Agreement") is executed as of the ____ day of _____, 20__, by and between Independent School District #846, of 810 Beede Avenue, Breckenridge, Minnesota 56520 (hereinafter referred to as "Landowner"); and Brian J. Conzemius and Rochelle Conzemius, of 2080 360th Street, Breckenridge, Minnesota 56520 (hereinafter collectively referred to as "Conzemius").

BACKGROUND

WHEREAS, this Agreement concerns the following described real property located in Wilkin County, Minnesota:

SEE LEGAL DESCRIPTION AND SURVEY ATTACHED AS EXHIBIT A

All or any portion of the above described real property that is not developed by Landowner for school use is hereinafter referred to as the "Property". All portions of the above described real property that are developed by Landowner for school use are expressly excluded from the definition of "Property". For purposes of this Agreement, "school use" means the actual, direct, and good-faith use, planned future development, or development of the above-described real property Landowner primarily for the operation of its educational programs or for facilities reasonably necessary or incidental to those programs, including classrooms, administrative offices, libraries, laboratories, athletic fields and facilities, playgrounds, student or staff support facilities, parking areas, internal roads, pedestrian ways, utilities, drainage facilities, landscaping, and other improvements serving the Landowner's educational operations.

WHEREAS, the Property is currently owned by Landowner.

WHEREAS, Landowner wishes to grant to Brian J. Conzemius, Rochelle Conzemius, Joseph Conzemius, and Kennedy Pugh (collectively "Conzemius") a right of first refusal to lease the Property.

WHEREAS, Landowner wishes to grant to Conzemius a right of first refusal to purchase the Property.

WHEREAS, it is intended that this Agreement be recorded with the County Recorder of Wilkin County so that the Property will be subject to this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. **First Right of Refusal to Purchase Property**. In the event Landowner intends to sell all or any portion of its interest in the Property, Conzemius shall have a right of first refusal to purchase the Property. All third party purchase agreements shall be executed in good faith, be

in writing, be communicated to Conzemius, and shall contain a reference to this first right of refusal. Upon receipt of said written agreement, Conzemius shall have 60 days to execute a purchase agreement on identical terms as the third party agreement except for the purchase price which shall be \$52,500.00 per acre. Should Conzemius exercise their right of first refusal, the purchase price for the Property shall be \$52,500.00 per acre multiplied by the number of acres being purchased by Conzemius.

2. **First Right of Refusal Lease Property.** In the event Landowner intends to lease all or any portion of the Property to a third party, Conzemius shall have a right of first refusal to lease such interest in the Property. All third party lease agreements shall be executed in good faith, be in writing, be communicated to Conzemius, and shall contain a reference to this first right of refusal. Upon receipt of said written agreement, Conzemius shall have 60 days to execute a lease agreement on identical terms as the third party agreement.
3. **Pro Rata Rights to Purchase.** Each individual person comprising Conzemius shall have a pro rata first right to purchase the Property; however, if only one of them exercises his right to purchase, he shall purchase 100% of that portion of the Property intended to be transferred.
4. **Pro Rata Rights to Lease.** Each individual comprising Conzemius shall have a pro rata first right to lease the Property; however, if only one of them exercises his right to lease, he shall lease 100% of that portion of the Property intended to be transferred.
5. **Non-Survival.** In the event Landowner chooses to sell any of the Property contained within this Agreement and the first right of refusal to purchase is not exercised by Conzemius, the first right of refusal to purchase and the first right of refusal to lease shall not survive. In that event, this Agreement is no longer in effect.
6. **Assignment of Rights.** The rights granted to Conzemius are only granted to Conzemius and cannot be transferred or assigned to any other person or entity.
7. **Binding Effect.** The restrictions contained herein shall run with the Property and shall be binding upon the Landowner, the Landowner's successors, and assigns.
8. **Termination Upon Death.** This Agreement is specifically limited to the lifetime of the individuals comprising Conzemius, and upon the death of all persons comprising Conzemius, this Agreement will terminate and will no longer be binding on the parties to this Agreement, their successors and assigns. Upon the death of all persons comprising Conzemius, all of the Property shall be free of all restrictions.
9. **Removing Encumbrance from Real Estate Records.** This Agreement shall no longer be an encumbrance against the Property if one of the following documents is recorded:
 - a. Quit Claim Deed to a record title owner of any of the Property from the individuals comprising Conzemius, which states the purpose of the Quit Claim Deed is to eliminate Conzemius's first right of refusal rights acquired pursuant to this Agreement;
 - b. An Affidavit executed by a person with knowledge which states:

- (1) That all written notices required by this Agreement were properly given and no rights were exercised; or
- (2) That all persons comprising Conzemius are deceased and therefore this Agreement is of no further force and effect.

10. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Minnesota.

Dated this ____ day of _____, 2026.

[The remainder of this page is intentionally left blank.]

Signature page to First Right of Refusal Agreement – Independent School District #846 & Conzemius.

LANDOWNER - INDEPENDENT SCHOOL
DISTRICT #846:

By _____
Its _____

By _____
Its _____

STATE OF _____)
COUNTY OF _____)SS

On this ____ day of _____, 20____, before me personally appeared
_____ and _____, known to me to be the
_____ and _____, respectively, of
Independent School District #846, the entity that is described in and that executed the within and
foregoing instrument, and acknowledged to me that they executed the same on behalf of said entity.

Notary Public

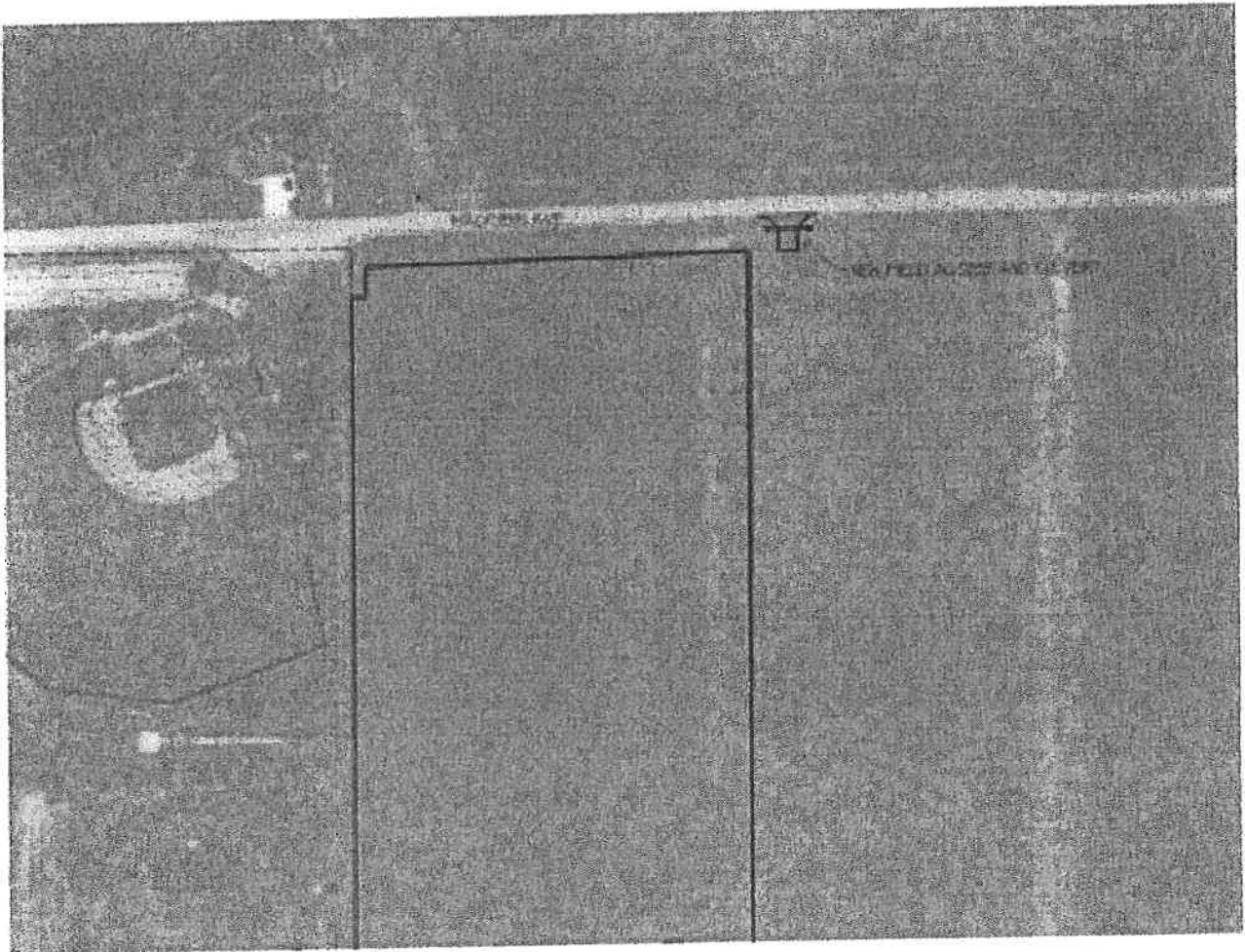
Brian J. Conzemius

Rochelle Conzemius

STATE OF _____)
)SS
COUNTY OF _____)

Notary Public

EXHIBIT D
NEW APPROACH LOCATION (APPROXIMATE)



7. New Business

A. Adopt Policies: 401, 402, 406, 410

63

Adopted: 07/13/2004

Breckenridge ISD 846 Policy 401

Orig. 1995

Revised: 9/16/2026

Rev. 2026

401 EQUAL EMPLOYMENT OPPORTUNITY

I. PURPOSE

The purpose of this policy is to provide equal employment opportunity for all applicants for school district employment and for all school district employees.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, age, family care leave status, or veteran status. The school district also makes reasonable accommodations for disabled employees.
- B. 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 impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities, or privileges of employment.
- D. Every school district employee shall be responsible for following this policy.
- E. Any person having a question regarding this policy should discuss it with Superintendent.

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 2615 (Family and Medical Leave Act)
38 U.S.C. § 4211 *et seq.* (Employment and Training of Veterans)
38 U.S.C. § 4301 *et seq.* (Employment and Reemployment Rights of Members of the Uniformed Services)
42 U.S.C. § 2000e *et seq.* (Equal Employment Opportunities; Title VII of the Civil Rights Act)

42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)

Cross References: Policy 402 (Disability Nondiscrimination)
Policy 405 (Veteran's Preference)
Policy 413 (Harassment and Violence)

406 PUBLIC AND PRIVATE PERSONNEL DATA

I. PURPOSE

The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its employees, volunteers, independent contractors, and applicants (“personnel”).

II. GENERAL STATEMENT OF POLICY

- A. All data on individuals collected, created, received, maintained or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.
- B. All other data on individuals is private or confidential.

III. DEFINITIONS

- A. “Public” means that the data is available to anyone who requests it.
- B. “Private” means the data is not public and is accessible only to the following: the subject of the data, as limited by any applicable state or federal law; individuals within the school district whose work assignments reasonably require access; entities and agencies as determined by the responsible authority who are authorized by law to gain access to that specific data; and entities or individuals given access by the express written direction of the data subject.
- C. “Confidential” means the data are not public and are not accessible to the subject.
- D. “Parking space leasing data” means the following government data on an applicant for, or lessee of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.
- E. “Personnel data” means government data on individuals maintained because they are or were employees, applicants for employment, volunteers or independent contractors for the school district. Personnel data include data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs,

make the school district more efficient, or to improve school district operations.

- F. “Finalist” means an individual who is selected to be interviewed by the school board for a position.
- G. “Protected health information” means individually identifiable health information as defined in 45 Code of Federal Regulations, section 160.103, that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium by a health care provider, in connection with a transaction covered by 45 Code of Federal Regulations, Parts 160, 162 and 164. “Protected health information” excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, employment records held by a school district in its role as employer; and records regarding a person who has been deceased for more than fifty (50) years.
- H. “Public officials” means business managers; human resource directors; athletic directors whose duties include at least fifty (50) percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals.

IV. PUBLIC PERSONNEL DATA

- A. The following information on current and former employees, volunteers and independent contractors of the school district, is public:
 - 1. name;
 - 2. employee identification number, which may not be the employee’s Social Security number;
 - 3. actual gross salary;
 - 4. salary range;
 - 5. terms and conditions of employment relationship;
 - 6. contract fees;
 - 7. actual gross pension;
 - 8. the value and nature of employer-paid fringe benefits;

9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;
10. job title;
11. bargaining unit;
12. job description;
13. education and training background;
14. previous work experience;
15. date of first and last employment;
16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;
17. the final disposition of any disciplinary action, as defined in Minnesota Statutes, section 13.43, subdivision 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;
18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;
19. work location;
20. work telephone number;
21. badge number;
22. work-related continuing education;
23. honors and awards received; and

24. payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.
- B. The following information on current and former applicants for employment by the school district is public:
1. veteran status;
 2. relevant test scores;
 3. rank on eligible list;
 4. job history;
 5. education and training; and
 6. work availability.
- C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the school board to be finalists for public employment.
- D. Applicants for appointment to a public body.
1. Data about applicants for appointment to a public body collected by the school district as a result of the applicant's application for employment are private data on individuals except that the following are public:
 - a. name;
 - b. city of residence, except when the appointment has a residency requirement that requires the entire address to be public;
 - c. education and training;
 - d. employment history;
 - e. volunteer work;
 - f. awards and honors;

- g. prior government service;
- h. any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minnesota Statutes, section 15.0597; and
- i. veteran status.

2. Once an individual is appointed to a public body, the following additional items of data are public:

- a. residential address;
- b. either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;
- c. first and last dates of service on the public body;
- d. the existence and status of any complaints or charges against an appointee; and
- e. upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.

3. Notwithstanding paragraph 2., any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

E. Regardless of whether there has been a final disposition as defined in Minnesota Statutes, section 13.43, subdivision 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minnesota Statutes, section 13.43, subdivision 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources. Data relating to a complaint or charge against a public official is public only if:

1. the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or
2. potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement.

Data that is classified as private under another law is not made public by this provision.

V. PRIVATE PERSONNEL DATA

- A. All other personnel data not listed in Article IV are private data will not be otherwise released unless authorized by law.
- B. Data pertaining to an employee's dependents are private data on individuals.
- C. Data created, collected or maintained by the school district to administer employee assistance programs are private.
- D. Parking space leasing data with regard to data on individuals are private.
- E. An individual's checking account number is private when submitted to a government entity.
- F. Notwithstanding classification by any other provision of Minnesota Statutes, chapter 13, upon request from an exclusive representative, personnel data must be disseminated to labor organizations to the extent necessary to conduct elections, investigate and process grievances and implement the provisions of Minnesota Statutes chapters 179 and 179A. Personnel data shall be disseminated to labor organizations and the Bureau of Mediation Services ("BMS") to the extent the dissemination is ordered or authorized by the Commissioner of the BMS. Employee Social Security numbers are not necessary to implement the provisions of Chapter 179 and 179A.

The home addresses, nonemployer issued phone numbers and email addresses, dates of birth, and emails or other communications between exclusive representatives and their members, prospective members, and nonmembers are private data on individuals.

Dissemination of personnel data to a labor organization pursuant to Minnesota Statutes, section 13.43, subdivision 6, shall not subject the school district to liability under Minnesota Statutes, section 13.08.

Personnel data described under Minnesota Statutes, section 179A.07, subdivision 8, must be disseminated to an exclusive representative under the terms of that subdivision.

- G. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.
- H. The school district may, if its responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
 - 1. the person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
 - 2. a pre-petition screening team conducting an investigation of the employee under Minnesota Statutes, section 253B.07, subdivision 1; or
 - 3. a court, law enforcement agency, or prosecuting authority.
- I. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of a crime or alleged crime committed by an employee.
- J. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.
- K. When allegations of sexual or other types of harassment are made against an employee, the employee does not have access to data that would identify the complainant or other witnesses if the responsible authority determines that the employee's access to that data would:
 - 1. threaten the personal safety of the complainant or a witness; or
 - 2. subject the complainant or witness to harassment.

If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.

- L. The school district must report to the Minnesota Professional Educator Licensing and Standards Board (“PELSB”) or the Board of School Administrators (“BOSA”), whichever has jurisdiction over the teacher’s or administrator’s license, as required by Minnesota Statutes, section 122A.20, subdivision 2, and shall, upon written request from the licensing board having jurisdiction over the license, provide the licensing board with information about the teacher or administrator from the school district’s files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minnesota Statutes, section 122A.20, subdivision 2.
- M. Private personnel data shall be disclosed to the Department of Employment and Economic Development for the purpose of administration of the unemployment insurance program under Minnesota Statutes. Ch. 268.
- N. When a report of alleged maltreatment of a student in an elementary, middle school, or high school is made to the MDE Commissioner (“Commissioner”) of the Minnesota Department of Education (“MDE”) under Minnesota Statutes, chapter 260E, data that are relevant and collected by the school facility about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of providing information to a parent, legal guardian, or custodian of a child in accordance with

MDE Screening Guidelines.

- O. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if
 - 1. an investigation conducted by or on behalf of the school district or law enforcement affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data; or
 - 2. the employee resigned while a complaint or charge involving the allegations was pending, the allegations involved acts of sexual contact with a student, and the employer informed the employee in writing, before the employee resigned, that if the employee resigns while the complaint or charge is still pending, the employer must release private personnel data about the employee’s alleged sexual contact with a student to a school district or charter school requesting the data after the employee applies for employment with that school district or charter school and the data remain classified as provided in Minnesota Statutes Chapter 13.

Data that are released under this paragraph must not include data on the student.

- P. Data submitted by an employee to the school district as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or improve the school district operations is private data. An employee who is identified in a suggestion, however, shall have access to all data in the suggestion except the identity of the employee making the suggestion.
- Q. Protected health information, as defined in 45 Code of Federal Regulations, Parts 160 and 164, on employees is private and will not be disclosed except as permitted or required by law.
- R. Personal home contact information for employees may be used by the school district to ensure that an employee can be reached in the event of an emergency or other disruption affecting continuity of school district operations and may be shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.
- S. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.
- T. When a continuing contract teacher is discharged immediately because the teacher's license has been revoked due to a conviction for child abuse or sexual offenses involving a child as set forth in Minnesota Statutes, section 122A.40, subdivision 13(b), or when the Commissioner makes a final determination of child maltreatment involving a teacher under Minnesota Statutes, section 260E.21, subdivision 4 or 260E.35, the school principal or other person having administrative control of the school must include in the teacher's employment record the information contained in the record of the disciplinary action or the final maltreatment determination, consistent with the definition of public data under Minnesota Statutes, section 13.41, subdivision 5, and must provide PELSB and the licensing division at MDE with the necessary and relevant information to enable PELSB and MDE's licensing division to fulfill their statutory and administrative duties related to issuing, renewing, suspending, or revoking a teacher's license. In addition to the background check required under Minnesota Statutes, section 123B.03, a school board or other school hiring authority must contact PELSB and

MDE to determine whether the teacher's license has been suspended or revoked, consistent with the discharge and final maltreatment determinations. Unless restricted by federal or state data practices law or by the terms of a collective bargaining agreement, the responsible authority for a school district must disseminate to another school district private personnel data on a current or former teacher (employee or contractor) of the district, including the results of background investigations, if the requesting school district seeks the information because the subject of the data has applied for employment with the requesting school district.

VI. MULTIPLE CLASSIFICATIONS

If data on individuals are classified as both private and confidential by Minnesota Statutes, chapter 13, or any other state or federal law, the data are private.

VII. CHANGE IN CLASSIFICATIONS

The school district shall change the classification of data in its possession if it is required to do so to comply with either judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

VIII. RESPONSIBLE AUTHORITY

The school district has designated the Superintendent (District Office 218-643-6822) as the authority responsible for personnel data.

The responsible authority, or a school district employee if so designated, shall serve as the school district's data practices compliance official and, as such, shall be the employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

IX. EMPLOYEE AUTHORIZATION/RELEASE FORM

An employee authorization form is included as an addendum to this policy.

- Legal References:*** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.02 (Definitions)
Minn. Stat. § 13.03 (Access to Government Data)
Minn. Stat. § 13.05 (Duties of Responsible Authority)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 13.39 (Civil Investigation Data)
Minn. Stat. § 13.41 (Licensing Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, subd. 3 (Elected and Appointed Officials)
Minn. Stat. § 15.0597 (Appointment to Multimember Agencies)
Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting)
Minn. Stat. § 122A.40, Subds. 13 and 16 (Employment; Contracts; Termination)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.143, subd. 2 (Disclose Past Buyouts)
Minn. Stat. Ch. 179 (Minnesota Labor Relations Act)
Minn. Stat. Ch. 179A (Minnesota Public Labor Relations Act)
Minn. Stat. § 253B.07 (Judicial Commitment: Preliminary Procedures)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. Ch. 268 (Unemployment Insurance)
Minn. R. Pt. 1205 (Data Practices)
P.L. 104-191 (HIPAA)
45 C.F.R. Parts 160, 162 and 164 (HIPAA Regulations)
- Cross References:*** Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
Policy 515 (Protection and Privacy of Pupil Records)
Policy 722 (Public Data Requests)
MSBA Law Bulletin “I” (School Records – Privacy – Access to Data)

Adopted: 07/13/2004

Breckenridge ISD 846 Policy 410

Revised: 9/16/2026

Orig. 1995

Rev. 2026

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA).

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA:

III. DEFINITIONS

A. “Covered active duty” means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 United States Code section 101(a)(13)(B).

B. “Covered servicemember” means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

- C. “Eligible employee” means an employee who has been employed by the school

district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act

(USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee’s pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless: (1) the break is occasioned by the employee’s fulfillment of his or her USERRA-covered service obligation; or (2) a written agreement, including a collective bargaining agreement, exists concerning the school district’s intention to rehire the employee after the break in service.

- D. “Military caregiver leave” means leave taken to care for a covered servicemember with a serious injury or illness.

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

- F. “Outpatient status” means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:

1. a military medical treatment facility as an outpatient; or

2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.

G. “Qualifying exigency” means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
2. to attend military events and related activities of a covered military member;
3. to address issues related to childcare and school activities of a covered military member’s child;
4. to address financial and legal arrangements for a covered military member;
5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
7. to attend post-deployment activities related to a covered military member;
8. to address care needs of a covered military member’s parent who is incapable of self-care; and
9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.

H. “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:

1. inpatient care in a hospital, hospice, or residential medical care facility; or
2. continuing treatment by a health care provider.

I. “Spouse” means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined

or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

J. “Veteran” has the meaning given in 38 United States Code section 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee’s child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee’s spouse, son, daughter, or parent with a serious health condition;
 - d. the employee’s serious health condition makes the employee unable to perform the functions of the employee’s job; and/or
 - e. any qualifying exigency arising from the employee’s spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, “year” is defined as a rolling 12-month period measured backward from the date an employee’s leave is to commence.
3. An employee’s entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.

4. A “serious health condition” typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
5. A “serious injury or illness,” in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
 - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
 - b. in the case of a covered veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:
 - (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember’s office, grade, rank, or rating; or
 - (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - (3) a physical or mental condition that substantially impairs the covered veteran’s ability to secure or follow a substantially

gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

- (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

- 6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child

with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

- 7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
- 8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
- 9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also

be required to present a certification from a health care provider indicating that the employee is able to return to work.

10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.
13. The school district may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy.

Such directives and guidelines shall be submitted to the school board for annual review.

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

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

B. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible

for leave must comply with the family and medical leave directives and guidelines prior to starting leave.

6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave

under this section within 15 days from the date of the request or as soon as practicable under the circumstances.

7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

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

- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the work days in the leave period may be required to:

1. take leave for the entire period or periodsof the planned medical treatment; or
2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.

- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.

1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.

2. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
3. If the instructional employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.
4. If the school district requires an instructional employee to extend leave through the end of a semester as set forth in this paragraph, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. Any additional leave required by the school district to the end of the school term is not counted as FMLA leave but as an unpaid or paid leave, to the extent the instructional employee has accrued paid leave available and the school district shall maintain the employee's group health insurance and restore the employee to the same or equivalent job, including other benefits, at the conclusion of the leave.

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

- A. A poster prepared by the U.S. Department of Labor summarizing the major provisions of the Family and Medical Leave Act and informing employees how to file a complaint shall be conspicuously posted in each school district building in areas accessible to employees and applicants for employment.

- B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References:

10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References: None

Adopted: 07/13/2004

Breckenridge ISD 846 Policy 402

Orig. 1995

Revised: 9/16/2026

Rev. 2026

402 DISABILITY NONDISCRIMINATION POLICY

I. PURPOSE

The purpose of this policy is to provide a fair employment setting for all persons and to comply with state and federal law.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.
- B. The school district shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.
- C. The school district shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee unless the accommodation would impose undue hardship on the operation of the business of the school district.
- D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact Noah Brenden, Principal, 710 North 13th Street, Breckenridge, 218-643-2694, brendenn@isd846.org This individual is the school district's appointed ADA/Section 504 coordinator.
- E. Failure to engage in the process to determine if a reasonable accommodation exists that would allow people with disabilities as defined in Minnesota Statutes, section 363A.03, subdivision 12, to participate fully in employment may be an unfair discriminatory practice under the Minnesota Human Rights Act.

- Legal References:*** Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. 794 *et seq.* (Section 504 of the Rehabilitation Act of 1973)
42 U.S.C. § 12101(Americans with Disabilities Act)
29 C.F.R. Part 32 (Nondiscrimination on the Basis of Handicap in
Programs or Activities Receiving Federal Financial Assistance)
34 C.F.R. Part 104 (Nondiscrimination on the Basis of Handicap in
Programs or Activities Receiving Federal Financial Assistance)
- Cross References:*** Policy 413 (Harassment and Violence)
Policy 521 (Student Disability Nondiscrimination)

Minnesota Department of Education
Levy Limitation and Certification Report
2026 Payable 2027

District Number-Type: 0846-01
District Name: Breckenridge Public School District
Home County: Wilkin County

Date Printed: 9/14/26
Limits Updated: 9/11/26
Proposed Submitted: 9/14/26

LIMIT

PROPOSED

SUBTOTALS BY LEVY CATEGORY

GENERAL - RMV VOTER
GENERAL - RMV OTHER
GENERAL - NTC VOTER
GENERAL - NTC OTHER
COMMUNITY SERVICE - NTC OTHER
GENERAL DEBT - NTC VOTER
GENERAL DEBT - NTC OTHER
OPEB DEBT - NTC VOTER
OPEB DEBT - NTC OTHER

The School Board has voted to certify the MAXIMUM levy authority.

After October 1st, the county auditor should consult the Minnesota Department of Education (MDE) website for the district's current levy limitation and use this amount for the Truth in Taxation notices.

SUBTOTALS BY FUND

GENERAL FUND
COMMUNITY SERVICES FUND
GENERAL DEBT SERVICE FUND
OPEB/PENSION DEBT SERVICE FUND

If there is a change to the district's levy limitation after October 1st, the county will be notified by MDE via email. Before finalizing tax computations for the Truth in Taxation notices, counties should double check the MDE website to be sure no changes have been made to the district's levy limitation that the county is not already aware of through this email process.

SUBTOTALS BY TAX BASE

REFERENDUM MARKET VALUE
NET TAX CAPACITY

SUBTOTALS BY TRUTH IN TAXATION CATEGORY

VOTER APPROVED
OTHER

TOTAL LEVY

TOTAL LEVY

The school district must submit the completed original of this form to the home county auditor by September 30, 2026. A duplicate form must be submitted to Minnesota Department of Education, School Finance Division, 400 NE Stinson Blvd., Minneapolis, MN 55413, by October 7, 2026.

The certified levy listed above is the levy voted by the school board for taxes payable in 2027.

Signature of School Board Clerk

Date of Certification

C. Update Bank Name	
D. Assurance Of Compliance	
E. Contract Settlement	
F. Agreement for Future Conveyance of Real Property	92

AGREEMENT FOR FUTURE CONVEYANCE OF REAL PROPERTY

This Agreement for Future Conveyance of Real Property ("**Agreement**") is entered into effective as of _____, 2026 ("**Effective Date**"), by and among **Breckenridge Public School District**, an independent school district organized and existing under the laws of the State of Minnesota ("**School District**"), the **City of Breckenridge**, a Minnesota municipal corporation ("**City**"), and the **Breckenridge Port Authority**, a public body corporate and politic organized and existing pursuant to Minnesota Statutes, Chapter 469 ("**Port Authority**"). The School District, the City, and the Port Authority are referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. The School District and the City entered into a Memorandum of Understanding dated _____, 2026 (the "**MOU**"), concerning the redevelopment of certain real property and related transactions.

B. Pursuant to the MOU, the City conveyed certain real property to the School District and vacated certain public streets and rights-of-way. The Parties acknowledge that the City has fully performed those obligations that constitute the consideration supporting the School District's future obligation to convey the Property described in this Agreement.

C. The MOU contemplates that the School District will convey certain real property to the City on January 1, 2030.

D. The City has determined that it is in the public interest and furthers its economic development objectives for the Property to be conveyed directly to the Port Authority rather than first to the City, thereby eliminating the need for an intermediate conveyance.

E. The School District agrees that delivery of title directly to the Port Authority on the Conveyance Date, as defined herein, shall constitute full performance of the School District's obligation to convey the Property under the MOU.

F. The Port Authority agrees to accept title to the Property subject to the terms and conditions of this Agreement.

G. The Parties desire to establish a binding agreement governing the future conveyance of the Property, the rights and obligations of the Parties before the conveyance, and the implementation of the future transfer contemplated by the MOU.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City's prior performance under the MOU, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Agreement.

"Agreement" means this Agreement for Future Conveyance of Real Property, together with any amendments executed in accordance with its terms.

Section 1.2. Conveyance Date.

"Conveyance Date" means **January 1, 2030**; provided, however, that if January 1, 2030, falls on a Saturday, Sunday, legal holiday, or any day on which the office of the Wilkin County Recorder or Registrar of Titles is closed for the recording of real estate instruments, the Conveyance Date shall automatically be extended to the next business day on which such office is open for business. Such extension shall not constitute a default, delay, or modification of this Agreement.

Section 1.3. Property.

"Property" means the real property legally described in **Exhibit A** attached to this Agreement, together with all appurtenances, easements, rights, and interests belonging thereto.

Section 1.4. Deed.

"Deed" means a Minnesota Warranty Deed unless the Parties otherwise agree in writing.

Section 1.5. MOU.

"MOU" means the Memorandum of Understanding described in the Recitals. The MOU is acknowledged solely as the source of the Parties' prior obligations and consideration. Except as expressly provided in this Agreement, this Agreement does not incorporate the MOU by reference or revive, expand, or modify any obligation under the MOU.

ARTICLE II

AGREEMENT TO CONVEY

Section 2.1. Covenant to Convey.

On, or before, the Conveyance Date, the School District shall execute and deliver the Deed conveying fee simple title to the Property directly to the Port Authority.

Section 2.2. City's Direction.

Notwithstanding any provision of the MOU identifying the City as the future recipient of the Property, the City hereby irrevocably directs the School District to satisfy its obligation under the MOU by conveying the Property directly to the Port Authority. The School District accepts that direction and agrees to perform accordingly.

Section 2.3. Satisfaction of Obligation.

The Parties expressly agree that the School District's delivery of the Deed directly to the Port Authority on the Conveyance Date shall constitute full and complete satisfaction of the School District's obligation to convey the Property under the MOU. The City irrevocably waives any requirement that title first be conveyed to the City before being conveyed to the Port Authority.

Section 2.4. No Additional Consideration.

The Parties acknowledge that the consideration supporting the School District's obligation to convey the Property has previously been fully performed by the City pursuant to the MOU. No additional consideration shall be required from either the City or the Port Authority as a condition of the School District's performance under this Agreement.

Section 2.5. Intended Third-Party Beneficiary.

The Parties expressly acknowledge and agree that the Port Authority is an intended third-party beneficiary of the City's performance under the MOU and of this Agreement. The Port Authority shall have an independent right to enforce this Agreement, including the right to seek specific performance or any other remedy available at law or in equity, to compel conveyance of the Property in accordance with this Agreement.

Section 2.6. Irrevocable Direction.

The City's direction that the Property be conveyed directly to the Port Authority is irrevocable unless the School District, the City, and the Port Authority execute a written agreement providing otherwise.

ARTICLE III

SCHOOL DISTRICT COVENANTS BEFORE CONVEYANCE

Section 3.1. Preservation of Ownership.

Until the conveyance of the Property to the Port Authority pursuant to this Agreement, the School District shall maintain ownership of the Property and shall not take any action or permit any action that would impair, delay, or prevent its ability to convey good and marketable title to the Property as required by this Agreement.

Section 3.2. Maintenance of Property.

Until the Conveyance Date, the School District shall maintain the Property in substantially its present condition, ordinary wear and tear excepted, and shall comply with all applicable laws, ordinances, and governmental requirements relating to the ownership, maintenance, and operation of the Property.

The School District shall not commit or permit waste to occur on the Property.

Section 3.3. No Voluntary Encumbrances.

Until the conveyance required by this Agreement occurs, the School District shall not voluntarily create, grant, or permit any mortgage, lien, security interest, restrictive covenant, easement, leasehold interest, or other encumbrance affecting the Property that would impair the School District's ability to convey marketable title to the Port Authority, except:

- (a) utility easements or similar customary easements that do not materially interfere with the intended use of the Property;
- (b) matters existing as of the Effective Date; or
- (c) matters approved in writing by the City and the Port Authority.

Section 3.4. Restriction on Transfer.

Until the Property has been conveyed to the Port Authority, the School District shall not, without the prior written consent of the City and the Port Authority:

- (a) sell, convey, assign, or otherwise transfer any interest in the Property;
- (b) enter into any purchase agreement, contract for deed, option agreement, right of first refusal, or similar arrangement concerning the Property;
- (c) lease the Property for a term exceeding one (1) year or enter into any lease or occupancy arrangement that would materially interfere with the future conveyance or intended use of the Property;
- (d) subdivide, combine, or otherwise alter the legal description of the Property; or
- (e) take any action that would materially impair the value, marketability, or intended future use of the Property.

Section 3.5. Notice of Proposed Actions.

The School District shall provide reasonable advance written notice to the City and the Port Authority before taking any action that may materially affect the Property, including any

proposed transfer, encumbrance, significant improvement, demolition, or alteration affecting the Property.

Section 3.6. Cooperation with Title Review.

Upon reasonable request by the City, the Port Authority, or a title company selected in connection with the future conveyance, the School District shall cooperate in providing information reasonably necessary for examination of title to the Property.

Such cooperation shall include:

- (a) providing access to reasonably available ownership and title records;
- (b) executing customary title affidavits, including affidavits relating to possession, mechanics' liens, parties in possession, and similar matters;
- (c) executing corrective affidavits, certificates, or other instruments reasonably necessary to address title issues; and
- (d) providing evidence of authority reasonably required by the title company or recording office.

Section 3.7. Authority to Execute Conveyance.

The School District shall take all actions reasonably necessary to ensure that, as of the Conveyance Date, it has authority to execute and deliver the Deed and complete the conveyance contemplated by this Agreement.

Section 3.8. Successor Obligations.

If the School District is reorganized, consolidated, dissolved, merged, or otherwise transfers its assets or real property interests by operation of law before the Conveyance Date, all obligations of the School District under this Agreement shall be binding upon and enforceable against the successor entity or entities receiving any interest in the Property.

The School District shall not take any action to avoid or defeat the obligations created by this Agreement.

Section 3.9. Cooperation and acknowledgement of Port Authority's planned use.

All parties are of the understanding that one of the Port Authority's objectives of owning the Property is to market for resale and development, or repurposing of the Property. The School District agrees to cooperate with any reasonable request by the Port Authority or the City, related to such objectives. This is to include, but not limited to, allowing the parties to enter the premises to allow inspection, or to give showings, or any other related request.

ARTICLE IV

TITLE AND CONVEYANCE REQUIREMENTS

Section 4.1. Form of Conveyance.

On or before the Conveyance Date, the School District shall convey the Property to the Port Authority by Minnesota Warranty Deed or such other deed form as may be mutually agreed upon by the Parties.

Section 4.2. Marketable Title.

The School District shall convey good and marketable fee simple title to the Property, free and clear of all liens and encumbrances created by the School District after the Effective Date, except for:

- (a) easements, restrictions, covenants, and other matters of record existing as of the Conveyance Date;
- (b) utility easements that do not materially interfere with the intended use of the Property;
- (c) applicable zoning ordinances and governmental regulations; and
- (d) other matters accepted in writing by the Port Authority.

Section 4.3. Title Examination.

The Port Authority may obtain a title commitment or title examination prior to the Conveyance Date.

If title objections are identified and that are reasonably curable, the School District shall use reasonable efforts to cure such objections prior to conveyance.

Nothing in this Agreement requires the School District to incur unreasonable expense or commence litigation solely to cure a title objection unless otherwise agreed by the Parties.

Section 4.4. Further Assurances.

Following execution of this Agreement and through completion of the conveyance, each Party shall execute and deliver such additional documents and take such additional actions as may reasonably be necessary to carry out the intent of this Agreement.

ARTICLE V

CASUALTY; CONDEMNATION; RISK OF LOSS

Section 5.1. Risk of Loss.

Until delivery and recording of the Deed conveying the Property to the Port Authority, the School District shall bear all risk of loss, damage, or destruction affecting the Property.

Section 5.2. Casualty.

If, before the Conveyance Date, all or any material portion of the Property is damaged or destroyed by fire, casualty, or other event, the obligations of the Parties under this Agreement shall remain in effect unless the Parties otherwise agree in writing.

The School District shall promptly notify the City and the Port Authority of any material casualty affecting the Property.

The Parties shall cooperate in good faith to determine whether:

- (a) the conveyance shall proceed as scheduled, with any insurance proceeds or other compensation relating to the Property assigned or transferred as appropriate;
- (b) the conveyance date shall be extended to allow restoration of the Property; or
- (c) the Agreement should be terminated by written agreement of all Parties.

Section 5.3. Condemnation.

If, before the Conveyance Date, any portion of the Property becomes subject to condemnation, eminent domain proceedings, or a governmental taking, the School District shall promptly notify the City and the Port Authority.

The Parties shall cooperate in good faith to determine whether the conveyance shall proceed, be modified, or be terminated.

Unless otherwise agreed in writing, any condemnation award attributable to the Property prior to the conveyance shall belong to the School District.

ARTICLE VI

CLOSING AND CONVEYANCE PROCEDURE

Section 6.1. Closing Date.

The closing of the conveyance contemplated by this Agreement shall occur on or before the Conveyance Date.

If the Conveyance Date is extended pursuant to Section 1.2 because the recording office is closed, the closing shall occur on the adjusted Conveyance Date.

Section 6.2. Place of Closing.

The closing shall occur at a location mutually agreed upon by the Parties or, if the Parties cannot agree, through the offices of a title company selected by the Port Authority.

Section 6.3. School District Closing Deliveries.

At closing, the School District shall deliver:

- (a) the executed Minnesota Warranty Deed conveying the Property to the Port Authority;
- (b) any affidavits, certificates, or other customary title documents reasonably required by the title company;
- (c) evidence of authority demonstrating that the School District has approved and authorized the conveyance; and
- (d) any other documents reasonably necessary to complete the conveyance.

Section 6.4. Port Authority Closing Deliveries.

At closing, the Port Authority shall:

- (a) accept delivery of the Deed;
- (b) execute any customary acceptance documents reasonably required by the title company; and
- (c) execute any document reasonably necessary to release or terminate the recorded memorandum after completion of the conveyance.

Section 6.5. Recording of Deed.

Following execution and delivery of the Deed, the Parties shall cooperate to cause the Deed to be recorded with the appropriate office of Wilkin County, Minnesota.

Title to the Property shall be transferred in accordance with the terms of the Deed and applicable Minnesota law.

ARTICLE VII

MEMORANDUM OF FUTURE CONVEYANCE AGREEMENT

Section 7.1. Recording of Memorandum.

The Parties acknowledge that this Agreement creates rights relating to real property and that notice of such rights should be provided in the real estate records.

The Parties shall execute a separate **Memorandum of Agreement for Future Conveyance of Real Property** ("Memorandum") substantially in the form attached as **Exhibit B**.

Any Party may record the Memorandum in the office of the Wilkin County Recorder or Registrar of Titles, as applicable.

Section 7.2. Purpose of Memorandum.

The Memorandum is intended solely to provide notice to third parties of:

- (a) the existence of this Agreement;
- (b) the School District's obligation to convey the Property to the Port Authority;
- (c) the City's direction that the conveyance occur directly to the Port Authority; and
- (d) the rights of the Port Authority relating to the future conveyance.

The Memorandum shall not modify, amend, or supersede this Agreement.

Section 7.3. Recording of Agreement Prohibited Without Consent.

The Parties agree that the full Agreement shall not be recorded in the real estate records unless all Parties provide written consent or recording is required by law or court order.

The Parties intend that the Memorandum provide sufficient notice of the rights created by this Agreement without disclosing the full terms of the Agreement.

Section 7.4. Release of Memorandum.

Within thirty (30) days after the Deed has been recorded conveying the Property to the Port Authority, the Port Authority shall execute and record a **Release of Memorandum of Agreement for Future Conveyance of Real Property** acknowledging that the School District has satisfied its obligations under this Agreement.

Section 7.5. Survival of Obligations.

The obligations concerning recording, release of the Memorandum, and cooperation with title matters shall survive delivery and recording of the Deed to the extent necessary to accomplish the purposes of this Agreement.

ARTICLE VIII

DEFAULT AND REMEDIES

Section 8.1. Default.

A Party shall be in default under this Agreement if it fails to perform any material obligation required by this Agreement and fails to cure such failure within thirty (30) days after receiving written notice from another Party describing the alleged default, unless the nature of the default reasonably requires more than thirty (30) days to cure.

Section 8.2. Specific Performance.

The Parties acknowledge that the Property is unique and that monetary damages alone would not provide an adequate remedy for failure to convey the Property as required by this Agreement.

Accordingly, the City and the Port Authority shall each be entitled to seek specific performance requiring the School District to complete the conveyance required by this Agreement.

Section 8.3. Injunctive Relief.

The Parties acknowledge that a violation of the transfer restrictions contained in this Agreement could result in irreparable harm.

The City and the Port Authority shall each be entitled to seek temporary, preliminary, or permanent injunctive relief to prevent or remedy any violation.

Section 8.4. Cumulative Remedies.

All remedies provided in this Agreement are cumulative and are in addition to any other remedies available under Minnesota law.

Section 8.5. Attorney Fees.

In any action brought to enforce this Agreement, the prevailing Party shall be entitled to recover reasonable attorney fees and costs if awarded by the court.

ARTICLE IX

SUCCESSORS; ASSIGNMENT; PUBLIC ENTITY TRANSITIONS

Section 9.1. Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors, legal representatives, and permitted assigns.

Section 9.2. Assignment.

No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Parties, except as expressly provided herein.

Notwithstanding the foregoing:

- (a) the City may direct the conveyance of the Property to a successor public entity performing substantially the same economic development functions as the Port Authority; and
- (b) the obligations of the School District shall automatically bind any successor entity acquiring the School District's interest in the Property by operation of law or governmental reorganization.

Section 9.3. Public Entity Reorganization.

The Parties acknowledge that governmental entities may be reorganized, consolidated, dissolved, or otherwise modified by legislative action or governmental decision.

If the identity, authority, or organizational structure of any Party changes before the Conveyance Date, this Agreement shall remain effective and shall be enforceable by and against the entity succeeding to the rights and obligations of that Party.

Section 9.4. No Avoidance of Obligations.

No Party shall take any action intended to avoid, defeat, or materially impair the rights and obligations created by this Agreement.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.1. Entire Agreement.

This Agreement contains the entire agreement among the Parties concerning the future conveyance of the Property and supersedes all prior negotiations, discussions, and understandings concerning that subject matter.

The Parties acknowledge that the MOU provided the background and basis for the transaction but that this Agreement contains the complete terms governing the future conveyance.

Section 10.2. Amendments.

This Agreement may be amended only by a written instrument executed by all Parties.

Any amendment affecting notice of rights in the Property shall be handled in a manner consistent with applicable recording requirements.

Section 10.3. No Waiver.

No failure or delay by any Party in exercising any right under this Agreement shall constitute a waiver of that right.

Any waiver must be in writing and signed by the Party granting the waiver.

Section 10.4. Severability.

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

The Parties intend that any invalid provision be modified only to the minimum extent necessary to make it enforceable while preserving the original intent.

Section 10.5. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 10.6. Venue.

Any action arising out of or relating to this Agreement shall be brought in the appropriate court located in Wilkin County, Minnesota, unless another venue is required by applicable law.

Section 10.7. Further Assurances.

Each Party agrees to execute and deliver additional documents and take additional actions reasonably necessary to carry out the intent and purposes of this Agreement.

Section 10.8. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Section 10.9. Electronic Signatures.

Electronic signatures and electronically transmitted copies of signatures shall be treated as originals to the fullest extent permitted by Minnesota law.

Section 10.10. Headings.

Article and section headings are included only for convenience and shall not affect the interpretation of this Agreement.

Section 10.11. Time Is of the Essence.

Time is of the essence with respect to all obligations under this Agreement, including the obligation to convey the Property on the Conveyance Date, subject only to the automatic extension provided in Section 1.2.

Section 10.12. Authority.

Each Party represents and warrants that:

- (a) it has the legal authority to enter into this Agreement;
- (b) all necessary approvals, resolutions, or authorizations required for execution of this Agreement have been obtained or will be obtained before execution; and

(c) the individual executing this Agreement on behalf of the Party has authority to bind that Party.

The rest of this page is purposely blank.

***AGREEMENT FOR FUTURE CONVEYANCE OF REAL PROPERTY –
Signature page – Breckenridge Public School District***

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BRECKENRIDGE PUBLIC SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

***AGREEMENT FOR FUTURE CONVEYANCE OF REAL PROPERTY –
Signature page – City of Breckenridge and Breckenridge Port Authority***

CITY OF BRECKENRIDGE

By: _____

Name: _____

Title: _____

Date: _____

BRECKENRIDGE PORT AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Legal Description of Property

*Blocks 336, 376, and 407, City of Breckenridge, identified as Parcel Nos. 23-050-3165,
23-050-3395 and 23-050-4225*

Exhibit B
Memorandum of Agreement for Future Conveyance of
Real Property

Exhibit C

Form of Release of Memorandum of Agreement for
Future Conveyance of Real Property

G. Truth and Taxation

8. Adjournment