

**Tentative Agenda**  
Monday, September 13, 2021  
6:00 pm

**Flandreau School Board**  
Elementary Commons

Below is a link for the live stream of the school board meeting:  
LiveTicket = fliers.liveticket.tv or <https://youtu.be/MXIVRs95zUU>

- I. PLEDGE OF ALLEGIANCE
- II. APPROVAL OF AGENDA
- III. OPEN FORUM \*
- IV. COMMUNICATION – Recognition of visitors
  - a. Superintendent’s report.
  - b. Disclosure/Conflict of Interest – HB 1214.
  - c. Stay Well Plan 21-22.
- V. CONSENT AGENDA
  - a. Approval of minutes, financial statements, and bills.
- VI. OLD BUSINESS
  - a. SRO
- VII. NEW BUSINESS
  - a. Tim Lease – Boys & Girls Club.
  - b. Open Enrollments.
  - c. SDSU Student Teacher agreement.
  - d. Supplemental budget.
  - e. Executive Session according to SDCL 1-25-2 (1).
  - f. Discussion and approval of any action deemed necessary from executive session.
  - g. New hires.
  - h. Adjournment.

• NOTE: Members of the public who desire to address the board on items of interest or concern are invited to do so at this time. Up to 15 minutes will be devoted to this agenda item with the board president to increase or decrease the time as needed.

It would be most appreciated if you would limit your remarks to not more than 3 minutes; to appoint a spokesperson if the concern is a group concern; and to supplement verbal presentations with written reports, if necessary or desired.

We ask that you remember that South Dakota law prohibits the board from discussing specific employees, their job performance, or students.

#### **4840 Public Complaints About School Personnel**

Constructive criticism of the schools is welcomed by the Flandreau School District when it is motivated by a sincere desire to improve the quality of the education program and to help the school personnel in performing their tasks more effectively.

The Board places trust in its teachers and desires to support their actions in such a manner that teachers are freed from unnecessary, spiteful, or negative criticism and complaints.

Whenever a complaint is made directly to the Board as a whole, or to a Board member as an individual, it shall be referred to school administration for study and possible solutions. The individual teacher involved shall be advised of the nature of the complaint and shall be given the opportunity for explanation, comment, and presentation of the facts as the teacher sees them.

The Board recognizes that situations may arise in the operation of the school system, which are of concern to parents or the public. Such concerns are best dealt with through communication with appropriate teachers, principals, the Superintendent, and the Board.

The following guidelines are the proper procedure to be followed by persons with questions or complaints:

1. Matters concerning individual students should first be addressed to the teacher.
2. Unsettled matters from (1) above or problems and questions concerning individual schools should be directed to the principal of the school.
3. Unsettled matters from (2) above or problems and questions concerning the system should be directed to the Superintendent.
4. The Board will consider hearing citizen complaints when they cannot be resolved by the administration. Matters referred to the Board must be in writing and should be specific in terms of the complaint and the action desired. The Board will not consider or act on complaints that have not been explored at the appropriate administrative level.

If it appears necessary, the administration, the person who made the complaint, or the teacher involved may request an executive session of the Board for the purpose of further study and decision by this body. Generally all parties involved, including the school administration, shall be asked to attend such a meeting for the purposes of presenting additional facts, making further explanations, and clarifying the issues. Hear-say and rumor shall be discounted as well as emotional feelings except those directly related to the situation.

The Board shall conduct such meetings in as fair and just a manner as possible. The Board may request a disinterested third party to act as moderator to help it reach a mutually satisfying solution. In all meetings in regard to complaint, the teacher shall be allowed representation of the teacher's choosing.

## **Flandreau Public – Stay Well Plan for 2021-2022**

All plans are subject to change through administrative or board action.

It is the goal of the Flandreau School District to hold face-to-face instruction for the 2021-22 school year. Our plan is designed to accommodate learner needs and will make specific accommodations for vulnerable populations.

### **PHASE ONE – Green**

A district, school or classroom opening in PHASE ONE will allow all students and staff to attend five days per week of face-to-face instruction.

#### **PRE-SCREENING**

- Parents will pre-screen their children at home for fever or chills, cough, shortness of breath or difficult breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion, runny nose or vomiting, diarrhea.
  - Call a medical professional if symptomatic.
  - Students do not report to school if symptomatic.
  - Staff will pre-screen at home and follow the same options as above.
- If a student or staff member becomes COVID symptomatic during the school day, they will be sent home.
  - The areas that the student or staff member were using will be thoroughly cleaned.

#### **MASKS**

- Anyone on district property will be permitted, but not required, to wear a mask or face shield.
  - The school will not provide masks for students or staff.

#### **HAND WASHING/SANITIZING/CLEANING**

- Hand Sanitizers will be available in all rooms and at all entrances to the school.
- Surfaces will be disinfected as needed.

#### **POSITIVE CASE/CLOSE CONTACTS**

- Guidance from the SD Department of Health will be followed.
  - As a result of reports and investigations, the SD DOH will share with district officials both individuals who are confirmed cases of COVID as well as those identified as close contacts.
  - Close contacts will be able to attend school if he/she is symptom free.
  - Communication to families as recommended by the SDDOH.

#### **WATER FOUNTAINS**

- Spigots of water fountains for individual use will be available.
- Students are encouraged to use individual water bottles.

### VISITORS TO SCHOOLS

- Visitors will have access to the school like in 'normal' years. If possible, make an appointment in advance.

### TRANSPORTATION

- Buses will be sanitized twice a day – after the morning and afternoon routes.
- Students will be asked to sit with family members when possible.

### FACILITIES

- Facilities will be open for outside groups.
- Doors will open in the morning by 7:00 am

### CAFETERIA/LUNCHROOMS

- Normal use of the lunchroom for lunch/breakfast. The gyms will not be used for lunch.

### EXTRA CURRICULAR ACTIVITIES

- Fan attendance to all activities will be open. No restrictions.

### COMMUNICATION

- To maintain the safest and secure learning environment, the Flandreau School District asks parents/guardians to communicate promptly with their child's school in the event of a positive diagnosis or absence related to COVID.

## **PHASE TWO – YELLOW**

A district, school or classroom opening in PHASE TWO will allow all students and staff to attend five days per week of face-to-face instruction with some restrictions.

### PRE-SCREENING

- Parents will pre-screen their children at home for fever or chills, cough, shortness of breath or difficult breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion, runny nose or vomiting, diarrhea.
  - Call a medical professional if symptomatic.
  - Students do not report to school if symptomatic.
  - Staff will pre-screen at home and follow the same options as above.
- If a student or staff member becomes COVID symptomatic during the school day, they will be sent home.
  - The areas that the student or staff member were using will be thoroughly cleaned.

### MASKS

- Anyone on district property **will be required to wear a mask.**
  - **The school will not provide masks.**

### HAND WASHING/SANITIZING/CLEANING

- Hand Sanitizers will be available in all rooms and at all entrances to the school.
- Surfaces will be disinfected as needed.
- **Bathroom breaks will be scheduled in such a way as to encourage social distancing and frequent hand washing.**

### POSITIVE CASE/CLOSE CONTACTS

- Guidance from the SD Department of Health will be followed.
  - As a result of reports and investigations, the SD DOH will share with district officials both individuals who are confirmed cases of COVID as well as those identified as close contacts.
  - Close contacts will be able to attend school if he/she is symptom free.
  - Communication to families as recommended by the SDDOH.

### WATER FOUNTAINS

- Spigots of water fountains for **individual use will be shut off.**
- Students are encouraged to use individual water bottles.

### VISITORS TO SCHOOLS

- To limit exposure, **we will curb access to persons who are not students or staff.** If possible, please make an appointment when you would like to visit.

### TRANSPORTATION

- Buses will be sanitized twice a day – after the morning and afternoon routes.
- Students will be asked to sit with family members when possible.
- **Masks will be required on all school transportation.**
- **If possible, find alternative ways to arrive at school to increase social distancing.**

### FACILITIES

- Facilities may be closed for outside groups.
- **Doors will open in the morning at 7:45 am with students going to assigned areas.**

### CAFETERIA/LUNCHROOMS

- **Students will be spread out with Plexiglass. Four students to a table. Gym space will be utilized.**

### EXTRA CURRICULAR ACTIVITIES

- **Fan attendance to all activities will be the 'voucher' system.**
- **Equal number of vouchers per teams.**

### COMMUNICATION

- To maintain the safest and secure learning environment, the Flandreau School District asks parents/guardians to communicate promptly with their child's school in the event of a positive diagnosis or absence related to COVID.

## **PHASE THREE – RED**

A district, school or classroom will be CLOSED in PHASE THREE. Flandreau School will move to remote learning.

### **PRE-SCREENING**

- Parents will pre-screen their children at home for fever or chills, cough, shortness of breath or difficult breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion, runny nose or vomiting, diarrhea.
  - Call a medical professional if symptomatic.
  - Staff will pre-screen at home and follow the same options as above.
  - **All areas of the school will be thoroughly cleaned.**

### **MASKS**

- Anyone on district property **will be required to wear a mask.**

### **HAND WASHING/SANITIZING/CLEANING**

- Hand Sanitizers will be available in all rooms and at all entrances to the school.
- Surfaces will be disinfected as needed.

### **POSITIVE CASE/CLOSE CONTACTS**

- Guidance from the SD Department of Health will be followed.
  - As a result of reports and investigations, the SD DOH will share with district officials both individuals who are confirmed cases of COVID as well as those identified as close contacts.
  - Close contacts will be absent from the school setting for periods recommended by the SD DOH.
  - Communication to families as recommended by the SDDOH.

### **WATER FOUNTAINS**

- Spigots of water fountains for individual use will be shut off.
- Students are encouraged to use individual water bottles.

### **VISITORS TO SCHOOLS**

- **Visitors to the school will be very limited.**

### **TRANSPORTATION**

- **No bus transportation will be available.**

### **FACILITIES**

- Facilities will be closed for outside groups.

### **CAFETERIA/LUNCHROOMS**

- **Closed – Possible sack lunches to be handed out at the front entrance.**

### **EXTRA CURRICULAR ACTIVITIES**

- All activities will be cancelled or postponed.

### **COMMUNICATION**

- To maintain the safest and secure learning environment, the Flandreau School District asks parents/guardians to communicate promptly with their child's school in the event of a positive diagnosis or absence related to COVID.

## SCHOOL BOARD MEETING

August 9, 2021

The Board of Education of the Flandreau School District No. 50-3, Flandreau, Moody County, South Dakota, met in regular session in the Elementary School commons at 6:00 p.m. Board members Kevin Christenson, Brian Johnson, Kelly Kontz, Tammy Lunday, Tom Stenger, and Adam Wiese were present. Kari Burggraff was absent. Superintendent Rick Weber, Business Manager Stacey VanBeek, and Principals Thien Ho, Justin Kelm, and Brian Relf were also present.

The Pledge of Allegiance was recited.

08-036.21 Motion by Christenson, seconded by Kontz to approve the agenda. All voted aye.

No one spoke during open forum this month.

Visitors to the meeting: Kathie Erdman Becker, Marietta Gassman, Natasha Luchtenburg, Laura Peters, Wylie Scalise, John Shaeffer, Brendan Streitz, Troy Wellman.

Superintendent's report was given.

There were no Conflict of Interest disclosures to report for this month.

An update on the Stay Well plan was given. School will start on August 19, 2021, in green phase.

08-037.21 Motion by Wiese, seconded by Johnson to approve the consent agenda consisting of minutes for the regular meeting on July 12, 2021 and the special meeting on August 1, 2021; the financial reports as of July 31, 2021; the bills in the amount of \$137,274.87 be allowed from General Fund; \$64,861.12 be allowed from Capital Outlay Fund; \$40,378.08 be allowed from Special Education Fund; \$28.98 be allowed from Food Service Fund, \$181.85 be allowed from Drivers Education Fund. All voted aye.



The third reading of the Title IX Policy was held.

08-038.21 Motion by Johnson, seconded by Kontz to approve the Title IX Policy. All voted aye.

Sheriff Troy Wellman provided further information on possibly hiring an SRO through the county. President Stenger appointed Johnson and Kontz to the committee to look into this further.

08-039.21 Motion by Christenson, seconded by Wiese to wait for direction from the SD Department of Health in regards to a policy on medical marijuana. All voted aye.

08-040.21 Motion by Kontz, seconded by Johnson to approve the preliminary spending plan for the ESSER III funds. Amendments will be made as needs present themselves. All voted aye.

08-041.21 Motion by Christenson, seconded by Lunday to accept the resignation of Miranda Ivers, special education transition teacher, effective immediately, with \$1200 late resignation fee. All voted aye.

08-042.21 Motion by Christenson, seconded by Lunday to change the pricing for adult lunches to \$4.01 to comply with USDA guidelines. All voted aye.

08-043.21 Motion by Kontz, seconded by Wiese authorizing an executive session of the Board in accordance with SDCL 1-25-2 regarding (1). All voted aye. The Board thereupon went into executive session at 6:47 p.m. All matters having been considered, President Stenger declared the executive session over. The Board resumed in open session at 7:05 p.m.

08-044.21 Motion by Christenson, seconded by Lunday to reimburse Principal Thien Ho's \$1,097 breach of contract fee with the Sioux Falls School District. All voted aye.

08-045.21 Motion by Johnson, seconded by Christenson to approve the contract of Natalie Gallop, elementary title teacher, at \$43,000. All voted aye.

08-046.21 Motion by Kontz, seconded by Johnson to approve the contract of Morgan Wills, elementary/middle school special education teacher, at \$40,200. All voted aye.

08-047.21 Motion by Lunday, seconded by Wiese to approve the contract of Emily Firman Pieper, high school language arts teacher, at \$42,400. All voted aye.

08-048.21 Motion by Lunday, seconded by Kontz to approve the contract of Jose Martinez, paraprofessional, at \$13.00/hour. All voted aye.

08-049.21 Motion by Wiese, seconded by Lunday to approve the contract of Chrissy Morey, paraprofessional, at \$13.00/hour. All voted aye.

08-050.21 Motion by Johnson, seconded by Lunday to approve the contract of Melissa DuPree, paraprofessional, at \$13.20/hour. All voted aye.

Gross salary for July is as follows: Instruction \$182,944.58; Support Services \$79,756.19; Social Security \$19,819.87; Retirement \$14,563.12; Insurance \$24,563.84. Special Education Fund: Instruction \$23,618.17; Support Services \$19,524.08; Social Security \$3,004.51;

Retirement \$2,548.43; Insurance \$4,820.36. Drivers Ed Fund: Salaries \$1,628.00; Social Security \$124.53; Retirement \$97.67.

08-051.21 There being no further business, motion by Kontz, seconded by Christenson to adjourn the meeting at 7:08 p.m.

Tom Stenger, President

Stacey VanBeek, Business Manager  
Flandreau School District #50-3

(Published once at the total approximate cost of \_\_\_\_\_.)

FLANDREAU SCHOOL DISTRICT #50-3  
 FINANCIAL REPORT FOR THE MONTH  
 ENDING August 31, 2021

	General Fund	Capital Outlay Fund	Special Education Fund	Impact Aid Fund	Bond Redemp. Fund	Food Service Fund	Enterprise Fund (DE)	Trust and Agency Fund
Balance forward:	1,997,247.67	1,283,759.49	115,116.09	399,536.89	88,268.74	149,555.44	9,559.40	503,515.31

**Local Sources:**

Taxes	3,062.22	3,555.57	2,031.97		609.51			
Interest	8.27	5.30	0.48	1.66	0.37	0.61		
Co-Curricular	6,761.25							
Misc	3,895.65		6,603.15			4.89		
Meals/milk						5,107.70		
Student Activities								52,705.38
Transfers In/Out	-	-						

**Intermediate Sources:**

County Apportionment	12,121.28
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**State Sources:**

State Aid	261,671.00	34,796.00
State Apportionment	-	
Bank Franchise Tax	-	
Impact Aid	-	
Mentor teachers	-	
State Assessed Utilities	21,408.44	
Other Grants	-	

**Federal Sources:**

Grants	10,400.49
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Total Revenue:	319,328.60	3,560.87	43,431.60	1.66	609.88	5,113.20	-	52,705.38
Total Available:	2,316,576.27	1,287,320.36	158,547.69	399,538.55	88,878.62	154,668.64	9,559.40	556,220.69
Disbursements:	(539,440.73)	(64,861.12)	(113,242.81)	-	-	(275.85)	(181.85)	(62,633.64)
Balance on hand 8-31-21	1,777,135.54	1,222,459.24	45,304.88	399,538.55	88,878.62	154,392.79	9,377.55	493,587.05

TRUST AND AGENCY FUND  
FINANCIAL REPORT  
MONTH ENDING AUGUST 31, 2021

ACCOUNTS	BEGINNING BALANCE	DISBURSEMENTS DURING MONTH	RECEIVED DURING MONTH	END OF MONTH TOTAL
CHEERLEADER CLUB	2,894.60		-	2,894.60
CLASS OF 2021	224.65	-	-	224.65
CLASS OF 2022	7,261.27	-	-	7,261.27
CLASS OF 2023	-	886.46	3,268.80	2,382.34
COMMUNITY REWARDS	0.00	-	-	0.00
EDUCATION FOUNDATION	-	-	-	-
ELEMENTARY WEEKEND FUEL	5,925.57	-	552.00	6,477.57
FLEX PROGRAM	14,132.46	1,055.61	1,519.67	14,596.52
FFA	12,194.39	1,329.96	0.38	10,864.81
FFA LAND PLOT	-	-	-	-
IMPREST	4,000.00	2,220.60	-	1,779.40
NATIONAL HONOR SOCIETY	462.37	-	30.00	492.37
PAYROLL WITHHOLDING	9,972.28	49,341.01	46,765.53	7,396.80
REVOLVING ACCOUNT	-	-	-	-
SCHOLARSHIP - BECHEN	11,627.69	500.00		11,127.69
SCHOLARSHIP - EVANS	-	-	-	-
SCHOLARSHIP - FFA LAND	83,144.39	-	-	83,144.39
SCHOLARSHIP - FULLER	6,754.80	-	-	6,754.80
SCHOLARSHIP - GENERAL	17,914.59	1,289.68	69.00	16,693.91
SCHOLARSHIP - JELLIFE	6,071.80	0.63	-	6,071.17
SCHOLARSHIP - DAKOTALAYERS	5,667.49	-	-	5,667.49
SCHOLARSHIP - LEE	206,194.40	1,500.00	-	204,694.40
SCHOLARSHIP - MASONIC	20,011.88	1.58	-	20,010.30
SCHOLARSHIP - RICE	6,003.61	0.63	-	6,002.98
SCHOLARSHIP - RUSCH	72,042.65	7.48	-	72,035.17
SCHOLARSHIP - WITTERN	10,281.92	4,000.00	-	6,281.92
SCHOLARSHIP - HURSEY	-	500.00	-	(500.00)
SCHOLARSHIP - JONES	-	-	500.00	500.00
SCHOLARSHIPS - SUTTON/ACKERMAN	-	-	-	-
STUDENT COUNCIL - HS	732.50	-	-	732.50
<b>TOTALS</b>	<b>503,515.31</b>	<b>62,633.64</b>	<b>52,705.38</b>	<b>493,587.05</b>

**BILL LISTING - September 13, 2021**

**GENERAL FUND:**

Baier, Sam	Background check	43.25	
Baldwin, Mathilyn	Background check	43.25	
Blackboard	Services	2,690.68	
BMO Procurement Card			
Amazon	Supplies	398.42	
Austreim	Services	650.00	
Chicago Distribution Center	Supplies	80.00	
Custom Ink	Supplies	6,187.01	
Dick Blick	Supplies	140.31	
Easy Time Clock	Time clock software	24.00	
Ekern	Supplies, services	2,714.23	
Flocabulary	Subscription	96.00	
G & R	Services	37.00	
JCL	Supplies	2,611.84	
JW Pepper	Supplies	1,299.03	
Medco	Supplies	403.32	
Music Play Online	Subscription	174.95	
Office Peeps	Services	1,046.04	
Sams	Supplies	19.96	
Scholastic	Subscriptions	4,552.17	
School Specialty	Supplies	2,603.16	
Shell	Gasoline	51.31	
Tyler Lumber	Supplies	353.59	
United Laboratories	Supplies	782.62	
Vast	Services	760.99	
Verizon	Hot spot devices	2,088.68	
Walmart	Supplies	737.41	
WIDA	Registration	150.00	27,962.04
Booster	Advertising		100.00
Brakke, Kathryn	Background check	43.25	
Chicago Children's Choir	Supplies	27.00	
City of Flandreau	Utilities		15,786.04
Colliers	Services		500.00
Crain, Cassandra	Background check	43.25	
Dakotacare	Services	121.25	
Dupree, Melissa	Background check	43.25	
du Randt, Summer	Background check	43.25	
Eng Services	Services	880.00	
Flandreau Bakery	Supplies	228.24	
Gallop, Natalie	Background check	43.25	
Graves IT Solutions	Services	200.00	
Harlow's School Bus Service	Services		30,551.48
Herc-U-Lift	Services	240.35	
Knippling, Matt	Background check	43.25	
Konrad, Alexis	Background check	43.25	
Lakeshore	Supplies	243.97	
Life's Great Moments	Services		1,500.00
Martinez, Jose	Background check	43.25	
Matheson	Supplies, Perkins		16,490.74
Maynards	Supplies	32.44	
MidAmerican Energy	Utilities	1,387.27	
Moody County Enterprise	Services	469.10	
Nelson, Stephanie	Background check	43.25	
Ode, Heidi	Background check	43.25	
Patriot Electric	Services	252.90	
Popplers	Supplies	9.00	
Really Good Stuff	Supplies	663.63	
Relf, Julie	Mileage	50.40	
Rieff, Jasmyn	Translating	75.00	
SASD	Registration	50.00	
Scalise, Wylie	Perkins travel reimbursement	79.02	
School Specialty	Supplies		1,048.77
SEAP	Dues	250.00	
Southeast Area Coop	Supplies		4,514.49
Sturdevants	Supplies		13.64
Trust and Agency-Imprest			
Bloch, Dane	FB official	125.00	
Dell Rapids School Dist	Golf entry fee	60.00	
McCook Central School	XC entry fee	50.00	
Ochsner, Nathan	FB official	125.00	

	Ochsner, Scott	FB official	177.00	
	Sioux Falls Christian School	Golf entry fee	60.00	
	Sioux Valley School	Golf entry fee	40.00	
	Sweeter, Drew	FB official	125.00	
	Waterman, Tony	FB official	125.00	
	Arlington School Dist	XC entry fee	30.00	
	Beste, Dave	VB official	205.20	
	Duffy, Gary	VB official	142.00	
	Duffy, Terry	VB official x 2	340.00	
	Lake Preston HS	VB entry fee	125.00	
	Miller, Belinda	VB official	311.40	
	Stout, Erika	VB official	180.00	2,220.60
Vander Griff, Shana		Credit reimbursement		200.00

**TOTAL GENERAL FUND 109,357.05**

**CAPITAL OUTLAY FUND:**

Apple	Equipment	1,679.00	
ARS	Services	5,115.00	
BMO Procurement Card			
Amazon	Supplies	1,230.32	
Bound To Stay Bound	Library books	760.81	
BSN	Uniforms	1,999.20	
Continental Press	Curriculum	4,668.20	
Core Project	Online software	400.00	
Follett	Library books	417.65	
G&R	Lighting equipment	17,862.28	
Incredibody	Equipment	849.00	
Learning A-Z	Software	560.00	
Osmo	Equipment	277.00	
Paxton Patterson	Supplies	1,530.00	
School Specialty	Supplies	8,696.29	
Teacher Synergy	Software	355.38	39,606.13
Continental Press, Inc	Curriculum		558.60
CHD Computer Systems	Equipment		74,100.00
Johnson Controls	Services		346.80
McGraw Hill	Curriculum		26,042.25
One Office Solution	Supplies		1,433.62
Riverside Technologies	Equipment		1,912.00
School Outfitters	Supplies		6,447.23
School Specialty	Supplies		1,964.44

**TOTAL CAPITAL OUTLAY FUND 159,205.07**

**SPECIAL EDUCATION FUND:**

Provider	Services	1,802.50	
BMO Procurement Card			
Amazon	Supplies	403.08	
Casey's	Gasoline	171.01	
Council for Exceptional Children	Dues	130.00	
Language Dynamics	Subscription	315.93	
Oriental Trading	Supplies	67.23	
Pro-Ed	Supplies	363.00	
SLP Now	Subscription	249.00	
Super Duper Publications	Subscription	199.00	1,898.25
Goodcare	Services		2,538.97
Krulls	Services		475.95
Lakeshore	Supplies		420.26
Provider	Services		30,634.50
Prairie Lakes Coop	Services		1,648.59
Pro-Ed	Supplies		796.40
Southeast Area Coop	Supplies		750.00
Speech Corner	Supplies		166.93

**TOTAL SPECIAL EDUCATION FUND 41,132.35**

**FOOD SERVICE FUND:**

Anderson, Ruby	Meal account refund	34.30	
Joachims, Matt	Meal account refund	372.55	

**TOTAL FOOD SERVICE FUND 406.85**

AUGUST

Flandreau Public School

Harlow's Bus Service

Total General Transportation	\$	25,991.11
Total Field Trips & Sports Activities	\$	2,738.42
PPE/Sanitization	\$	394.75
Total Intown School Bus Trips	\$	-
Total Driver Down Time	\$	577.44
Fuel Surcharge	\$	849.76
<b>Total Monthly Invoice</b>	<b>\$</b>	<b>30,551.49</b>

<b>General Transportation</b>	<b>Daily Miles</b>	<b>Annual Rate</b>	<b>1 of 9 Monthly Pmts</b>
Total General Transportation	320	\$233,920.00	\$ 25,991.11

Date	Description	Bus #	Miles	Rate	Total	Wait Hours	Rate	Total	Total
8/21/21	Volga- JH Football	3	75	\$ 2.69	\$ 201.75	3.50	\$ 16.04	\$ 56.14	\$ 257.89
8/21/21	Montrose- JH Football	5	112	\$ 2.69	\$ 301.28	3.00	\$ 16.04	\$ 48.12	\$ 349.40
8/26/21	Madison- Volleyball	3	66	\$ 2.69	\$ 177.54	4.00	\$ 16.04	\$ 64.16	\$ 241.70
8/28/21	Beresford- Football	11	155	\$ 2.69	\$ 416.95	10.00	\$ 16.04	\$ 160.40	\$ 577.35
8/31/21	Florence- Volley Ball	3	192	\$ 2.69	\$ 516.48	5.00	\$ 16.04	\$ 80.20	\$ 596.68
8/31/21	Salem- XC	SBI	132	\$ 2.69	\$ 355.08	4.00	\$ 16.04	\$ 64.16	\$ 419.24
8/31/21	Clear Lake-JH Volleyball	5	132	\$ 2.69	\$ 355.08	3.50	\$ 16.04	\$ 56.14	\$ 411.22
8/31/21	Beresford- Football	11	154	\$ 2.69	\$ 414.26	3.00	\$ 16.04	\$ 48.12	\$ 462.38
			0	\$ 2.69	\$ -		\$ 16.04	\$ -	\$ -
			<b>1018</b>	<b>Total's</b>	<b>\$ 2,738.42</b>	<b>36.00</b>		<b>\$ 577.44</b>	<b>\$ 3,315.86</b>

\* Intown School Bus Trip 30 Miles or Less

Date	Description	Miles	Number of Trips	Rate	Total	Wait Hours	Rate	Total
		30	0	\$ 80.30	\$ -	0.00	\$ 16.04	\$ -
		120		<b>Total's</b>	<b>\$ -</b>	<b>0.00</b>		<b>\$ -</b>

<b>Fuel Surcharge</b>	<b>Days</b>	<b>Miles</b>	<b>Total Miles</b>
Routes	9	320	2,880
Sports/Field Trips Activities			1,018
Intown School Bus Service			
<b>Total Miles</b>			<b>3,898</b>

Avg Price for Fuel	\$ 3.09
Contract Price	\$ 2.00
Difference	\$ 1.09
Mileage Rate	\$ 0.22

<b>Total Fuel Surcharge</b>	<b>Miles</b>	<b>Rate</b>	<b>Total</b>
	9/1/2023,898	\$ 0.22	\$ 849.76

## MEMORANDUM OF AGREEMENT

By and Between

SOUTH DAKOTA STATE UNIVERSITY (hereinafter, "SDSU"),

And

Flandreau School District 50-3  
(Hereinafter, "District")

### I. PURPOSE

SDSU and Districts have executed and anticipate executing in the future certain agreements to place teacher candidates of the SDSU Teacher Education Program (hereinafter, "Program") in Districts' schools, in order for the candidates to obtain required field experience for the award of a degree. This initiative also includes, but is not limited to:

- a. Placement and support for the full year residency and semester long programs involved in the SDSU Teacher Education program.
- b. Placement and support for the early field experiences involved in the SDSU Teacher Education program.

### II. TERM & EFFECT

- a. This Agreement is open-ended.
- b. The Commitments of this Agreement as between SDSU and any single District will, unless explicitly stated otherwise, commence each time SDSU and the District sign a "Secondary/K-12 Field Experiences" agreement—a copy of which is attached as **Exhibit A** to this Agreement—or like agreement (hereinafter, "Underlying Agreement"). Any Underlying Agreement, when signed by SDSU and the District, shall be incorporated into this Agreement as if an addendum and an attachment hereto.
- c. The Commitments of this Agreement shall continue between SDSU and a District for the duration of their Underlying Agreement, unless explicitly stated otherwise, and those Commitments shall be renewed with each subsequent Underlying Agreement signed between SDSU and the District, which shall, in turn, similarly set the duration of this Agreement's Commitments between them. There shall not be any limit to the number of Underlying Agreements that trigger the Commitments under this Agreement.
- d. This Agreement may be terminated by SDSU for any or no cause within thirty (30) days of SDSU serving written notice of the termination on the participating Districts.
- e. A District may only rescind its participation in this Agreement, and sever its rights and commitments hereunder, when no Underlying Agreement between the District and SDSU is effective, and within thirty (30) days of the district serving written notice of the rescission on SDSU and the other participating Districts. Such rescission may be for any or no cause, and the rescission shall be reduced to writing. Termination of this Agreement shall occur when all Districts rescind their participation in this Agreement.

### III. SDSU COMMITMENTS

- a. SDSU shall involve the faculty of its Department of Teaching, Learning, and Leadership to improve the quality of teaching and learning through such efforts as research or investigations of mutual interest. These efforts shall be undertaken under the guiding principle of demonstrating research-based educator practices and technologies by exemplary school-based mentors, teacher candidates, and the SDSU faculty.



- b. Teacher candidates will be approved by SDSU faculty each year. The candidates will fill out the necessary applications to be considered for a clinical placement, providing transcripts, and other information as deemed necessary by SDSU.
- c. SDSU will compensate District-provided clinical educators for their role in clinical supervision duties associated with the full-year residency and semester-long programs. The compensation rate will be determined on an annual basis. Graduate credits or continuing education units (CEUs) may be available to clinical educators for clinical supervision duties.
- d. SDSU will assign a clinical mentor to assist and support both teacher candidates and clinical educators to reflect, dialogue, and study their experiences in the classroom, examine video-recordings of each other's teaching, and address questions emerging from this practice. The SDSU clinical mentor will meet every three weeks, on average, with their assigned teacher candidates or provide supervision at a similar level. Clinical educators may be invited to participate in these meetings.
- e. SDSU will share data regarding performance of the residency program and teacher candidates with the districts in accordance with the Family Educational Rights and Privacy Act (FERPA).
- f. SDSU Department of TLL will collaborate with Districts in the selection of clinical educators. The total number of clinical educators and teacher candidates in each district will be determined annually based on need and availability of clinical educators.
- g. Teacher candidates must:
  1. Meet TLL requirements for placement considerations in the residency or semester long program. These requirements could include a background check and insurance coverage, meeting minimum GPA requirements, recommendations from early field experience supervisors and passing scores on PRAXIS exams.
  2. Be fully enrolled in the Program at SDSU and registered for course work toward graduation during their involvement with the residency or semester long program.
  3. Be under joint supervision of the clinical mentor and clinical educator in the school they are assigned. The clinical supervisory team will be headed by assigned SDSU faculty (clinical mentor), with involvement from the clinical educator and building principal
  4. Be personally responsible for individual health insurance and professional liability insurance.

#### **IV. DISTRICTS COMMITMENTS**

- a. Districts will each select clinical educators from the existing school staff to work with the teacher candidates and the SDSU faculty. Districts will collaborate with SDSU to match the interests and capabilities of clinical educators with those of the teacher candidates. The clinical educators will be selected on the basis of exemplary contributions to education, leadership and their commitment to preparing others for the profession. Specific requirements for clinical educators include:
  1. Three years of successful K - 12 teaching, with at least one year in the current setting/assignment.
  2. Certification in the area(s) the teacher candidate is to be placed.
  3. Administrator approval and recommendation to serve as a clinical educator.
- b. Clinical educators will assume the following responsibilities regarding the teacher candidate: assigning work, observing, supervising, critiquing, keeping records, and filing necessary reports to SDSU. Clinical educators are also invited to participate in clinical mentoring seminars and assist teacher candidates in the process of reflection

on their practice. Teacher candidates shall be allowed to gradually increase responsibility to eventually take full responsibility for instruction for a minimum of two weeks.

- c. Districts may provide paid opportunities to teacher candidates during the residency experience in the form of vouchers for reduced or free services from community businesses; substitute teaching (ten (10) days maximum); free breakfast and/or lunch; free tickets to school extracurricular activities; or other approved opportunities through the schools in which teacher candidates are placed. Teacher candidates will be individually responsible for the expenses of their SDSU tuition, fees, travel, books, and other costs of undergraduate study.
- d. Districts will share appropriate student achievement data for evaluation and program improvement in accordance with FERPA and as required for national accreditation purposes.
- e. Districts will allow video-recording of classroom instruction for professional development and candidate assessment purposes. Proper releases will be executed in accordance with District and SDSU policy and procedures.

**V. TERMS AND CONDITIONS.** The following provisions shall apply at all times for the duration of this Agreement:

- a. **Indemnification and Hold Harmless Clause.** Each District understands, agrees to, and shall indemnify, defend, and hold harmless the State of South Dakota, SDBOR, SDSU, as well as their officers, agents and employees, (hereinafter, "Indemnitees") from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by Indemnitees on account of loss of or damage to any property, or for injuries to or the death of any person, where the loss, damage, injury, or death is caused by, arises out of, or is in any way related to, in whole or in part, any act, omission, professional error, fault, mistake, or negligence of that District, its employees, agents, representative, or subcontractors, or their subcontractors' employees, agents, or representatives, in connection with or incidental to the performance of this Agreement and/or any Underlying Agreements, or arising out of Workers' Compensation claims, or Unemployment Disability Compensation claims of employees of that District and/or its subcontractors or claims under similar laws and obligations, and that this aforementioned obligation shall survive the termination/rescission, or the end of, this Agreement and in perpetuity. Districts and SDSU recognize that each District's obligation under this Provision shall not extend to any liability caused by the sole negligence of the Indemnitees.
- b. **FERPA.** Each District and SDSU shall also maintain the confidentiality of student records in accordance with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). Confidential student records and information ("Student Information") includes hard copy, and any other format or medium, student education record information and personally identifiable information contained therein as defined by FERPA. Each District and SDSU agree to abide by the limitations on re-disclosure of personally identifiable information from education records set forth by FERPA and with the terms set forth herein. 34 CFR 99.33(a)(2) states that the officers, employees, and agents of a party that receives Student Information may use the information only for the purpose(s) for which the disclosure was made. Recipient party or parties to this Agreement shall not use or disclose Student Information received from or on behalf of the disclosing party or parties to this Agreement except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by the disclosing party or parties. Each District and SDSU agree not to use Student Information for any purpose other than the purpose for which the disclosure was made. Upon termination, cancellation, expiration or conclusion of the Agreement, recipient party or parties shall return all Student Information to the disclosing party or parties or, if return is not feasible, destroy all Student Information. Each District and SDSU shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Student Information

received from, or on behalf of the disclosing party or parties or their students. These measures will be extended by Agreement to all subcontractors used by each District. The recipient party or parties shall report to the disclosing party or parties any use or disclosure of Student Information not authorized by this Agreement or authorized in writing by the disclosing party or parties.

- c. **Insurance.** SDSU, as an entity of the State of South Dakota, is entitled to certain immunities under South Dakota law, including but not limited to SDCL chapters 3-21 and 3-22, as well as participation in the Public Entity Pool for Liability agreement. Districts and SDSU agree that such insurance shall satisfy all insurance requirements as to SDSU for this Agreement.
- d. **Governing Law.** This Agreement shall be interpreted according to the laws of the State of South Dakota.
- e. **Non-Discrimination.** Districts and SDSU agree to be bound by applicable state and federal laws and regulations governing Equal Employment Opportunity and Non-Discrimination, and to similar SDBOR and SDSU policy requirements.
- f. **Non-Agency.** Districts and SDSU agree that each District's employees are not agents or employees of the other Districts or of SDSU. Districts and SDSU agree that SDSU's employees are not agents or employees of the districts.
- g. **Funding Out.** Districts and SDSU acknowledge that legislative action, including the failure of the Legislature to appropriate funds, may require the curtailment or termination of some or all of SDSU programming and support, which in turn may impact the availability of personnel, students, and facilities to be used under this Agreement. Districts and SDSU acknowledge further that they are obligated to respond to such legislative action and may determine that it is necessary in the public interest to curtail this Agreement based on these considerations.
- h. **Anti-Kickback.** Districts and SDSU certify that they have not paid kickbacks directly or indirectly to anyone for the purpose of obtaining this Agreement and agree to cooperate fully with any U.S. agency investigating a possible violation of anti-kickback laws.
- i. **Severability.** If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the remaining terms shall not be affected, and, if possible, the rights and commitments of Districts and SDSU are to be construed and enforced as if the Agreement did not contain the term.
- j. **Waiver.** No provision of this Agreement shall be considered waived by SDSU unless the waiver is expressed in writing and executed as a supplement to this Agreement. A waiver by SDSU of any breach of duty or covenant under this Agreement is not a waiver of any subsequent breach of the same.
- k. **Miscellaneous.** All matters not authorized expressly by the terms of this Agreement shall be reserved to the discretion of SDSU. The terms of this Agreement supersede all conflicting terms of associated agreements.

## VI. SIGNATURES AND EXECUTION

By their signatures below, each District's representative certifies that they are duly authorized to act on the behalf of their respective District and so bind the District to this Agreement. Further, by their signatures below, the districts signify their agreement to all of the terms and conditions described above, and their complete reading and understanding of the same, including Indemnity and Hold Harmless provisions that serve as waivers of important rights and as substantial responsibilities to each District. Districts and SDSU recognize that the Effective Date of this Agreement as to each District shall be the latest of the date-of-signature of the Provost of SDSU or representative of the District.

**FOR SDSU:**

\_\_\_\_\_  
Dean Paul Barnes DATE  
SDSU College of Education and Human Sciences

\_\_\_\_\_  
Dr. Dennis Hedge, Provost DATE  
South Dakota State University

**FOR DISTRICTS:**

\_\_\_\_\_, President DATE  
Board of Education

\_\_\_\_\_, Superintendent DATE  
\_\_\_\_\_  
School District

**SOUTH DAKOTA STATE UNIVERSITY**  
**College of Education and Human Sciences**

Secondary/K-12 Field Experiences

**This contract agreement is between the Teacher Education Program in the College of Education and Human Sciences at South Dakota State University, Brookings, South Dakota and**

Flandreau School District 50-3

600 W Community Dr

Flandreau SD 57028

The South Dakota Board of Regents has deemed this contract appropriate for use between South Dakota State University ("SDSU") and cooperating schools whose faculty will be supervising SDSU teacher candidates during their two college semesters of field experience required by our teacher education program. By signing this contract, your school has agreed to allow one or more of your faculty members, as clinical educators, to supervise the in-classroom experience of teacher candidates in the clinical educators' field of study. Clinical educators will be compensated by SDSU according to the following terms:

First Semester:

Second Semester:

\$200.00 per Full-Time Teacher Candidate\*

\$400.00 per Full-Time Teacher Candidate\*

*(\*If there are two clinical educators per teacher candidate, the stipend will be divided.)*

- 1) Placement of teacher candidates in schools and the assignment of clinical educators to oversee them will be accomplished by a representative of the University and the participating school administrator, as provided in the **Memorandum of Agreement ("MoA")**, which is incorporated into this Agreement by reference.
- 2) The field experiences will be supervised by SDSU faculty and clinical mentors. During the student teaching experience, that supervision will be exercised through the process detailed in the MoA and involving video analysis. \*\*  
*\*\*Video recording within the classroom is an expectation of the student teaching experience, for evaluation purposes only. Videos will be kept confidential and erased/deleted upon the conclusion of the experience unless permission is explicitly provided by the school district to the teacher candidate.*
- 3) School-based faculty may be asked to participate in periodic professional development sponsored by SDSU.

**It is further agreed that this shall be a two-semester-long contract, requiring renewal each academic year.**

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Superintendent Signature

Print Name

Date

---

Board President Signature

Print Name

Date

---

School Tax ID#

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Signature of Provost & VP of Academic Affairs, South Dakota State University

Date

September 13, 2021, Board of Education meeting

**Agenda item "VII (d)" - authorize SUPPLEMENTAL BUDGET as follows:**

**General Fund Expenditures**

2410	Principals' Office	\$	6,187
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**General Fund Means of Finance**

760	Cash reserves	\$	6,187
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\*\*To use P-card money earned for school-wide shirt purchase