

Tentative Agenda
Monday, December 13, 2021
5:30 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. EXECUTIVE SESSION according to SDCL 1-25-2 (1).
- IV. OPEN FORUM *
- V. COMMUNICATION – Recognition of visitors
 - a. Superintendent's report.
 - b. Goal Committee reports.
 - c. PBIS update.
 - d. Disclosure/Conflict of Interest – HB 1214.
 - e. Stay Well Plan 21-22.
- VI. CONSENT AGENDA
 - a. Approval of minutes, financial statements, and bills.
- VII. OLD BUSINESS
 - a. Open Enrollment Policy – 3rd and final reading.
- VIII. NEW BUSINESS
 - a. Jerry Spethman – DA Davidson – Capital Outlay Refunding Certificates.
 - b. Employee use of Alcohol, Drugs and Controlled Substances Policy – 1st reading.
 - c. Stipends.
 - d. Discussion and approval of any action deemed necessary from executive session.
 - e. New hires.
 - f. 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.

FLANDREAU SCHOOL DISTRICT – DISTRICT GOALS 2021-22

THE DISTRICT WILL:

Problem-Solving

Provide school-wide opportunities for problem solving in all grade levels using a common transferable process.

RATIONALE: Reinforcement of a common process provides students a strategy/approach to guide future problem-solving situations.

ACTION PLAN

ELEMENTARY

MIDDLE SCHOOL

HIGH SCHOOL

- All students will be instructed in the use the STEP process: **State, Think, Explore, Pick & Proceed (Self-Reflect)**
Descriptions and rubrics to be shared with all teachers.
- All teachers will implement a minimum of one lesson per quarter directing students in using the STEP process to solve problems relative to their curricular area.
- Teachers will document and submit data on student performance for all stages of the process.
- Submitted data will be use to guide appropriate student interventions and any relevant needed professional development support.

THE DISTRICT WILL:

Literacy

Create a reader-centric environment:

- Building and sustaining foundational skills
- Fostering the desire for reading

RATIONALE: To foster competent and confident readers, we must provide students instruction and support toward developing and reinforcing foundational skills; we must also provide opportunities for students to engage with text of varied content and formats.

ACTION PLAN

ELEMENTARY

MIDDLE SCHOOL

- Implement RTI (Foundational Skills)
- Implement daily reading (independent or read aloud)/Drop everything and read
- Implement Novel Studies (3rd & 4th)
- Integrate the use of articles/current events/ novels (monthly)
- Use Reading & Writing Buddies (School-Wide) & Pen Pals
- Reinforce Library Skills
- Implement RTI in the 5th/6th grade levels
- Implementation of new ELA curriculum
- Implement SOAR – **Stop, Open a book, And Read** (Quarterly)
- Reinforce Self-selecting of books for independent reading
- Integrate the use of articles/novels/current-event magazines in content areas (one/quarter)

	<ul style="list-style-type: none"> • Create Student Book Club
HIGH SCHOOL	<ul style="list-style-type: none"> • Classes read texts relevant to their classes-history, science, FACS, etc. Each quarter/semester each class read something relevant to their class-article, novel, nonfiction, etc. Each teacher consciously reinforces reading and directing strategies for reading relevant content. Teachers will document and • All teachers will document and submit data for one reading activity per quarter • Submitted data will be use to guide appropriate student interventions and any relevant professional development support. • All teachers will display and refer to academic vocabulary word cloud posters for reinforcement of student understanding of academic and higher-order thinking terms (terms in English and Spanish to support language development). • Implement a staff book study • Investigate the possibility of establishing and promoting a reader's lounge as an incentive time when students are finished with work and not on the missing assignment list.

THE DISTRICT WILL:

Resiliency

Increase daily attendance district-wide.

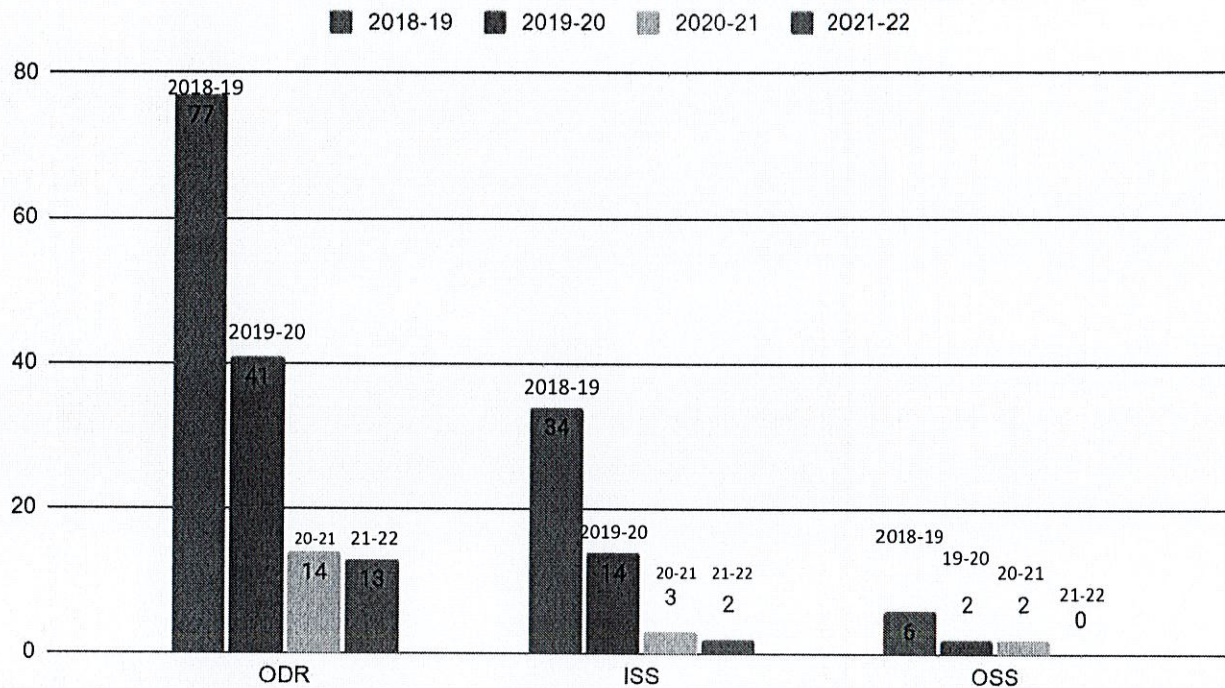
RATIONALE: Regular attendance is essential for student well-being and achievement.

ACTION PLAN

ELEMENTARY	<ul style="list-style-type: none"> • Collect data for tardy/absences • Explore options for in-town bussing • Seek Tribal input for bussing in town • Evaluate Social worker & SRO job description/responsibilities
MIDDLE SCHOOL	<ul style="list-style-type: none"> • Investigate potential implementation of Circle of Courage model in the district (2022-23) • Analyze data of missing/tardy students; find causes • Identify at risk students • Gather input from chronically tardy/absent to seek interventions • Explore using additional support through PBIS
HIGH SCHOOL	

Elementary PBIS Update

Elementary Discipline Data (Aug-Nov 30)



ODR= Number of major Office Discipline Referrals/Major Behaviors

ISS= In School Suspension

OSS= Out of school suspensions

**PBIS was initially implemented in the year 2019-2020; The first, blue bar graph is the behavioral data BEFORE we implemented the program.

Elementary PBIS Happenings

Tier 1- Universal Level

- Mr. Kelm does daily morning announcements and includes a review of behavioral expectations that some of our students struggled with the day before (Ex. Noise levels in the hallway). He reteaches the expectations and ties those behavioral expectations in with a whole school challenge to see which class or students can show these expected behaviors.
- Staff and teachers continue to watch out for students who engage in Safe- Open Minded- Accountable- Respectful behaviors. Students earn tickets and are able to spend them on monthly raffles, school store items, and our upcoming SOAR/holiday party. Students will get

to pick from three different rooms/activities to spend their tickets on during the holiday SOAR day!

- Counseling classes just finished up the Child Protection Unit before Thanksgiving break; this unit focuses on safe behaviors at home, school, and the community (ex. 8 Never Never Rules- Never go in the water without an adult). They have recently moved into lessons that focus on a Growth Mindset and Future Goal Setting. Kindergarten has started Unit 2- Emotion Management and Empathy.

Tier 2- Targeted Level

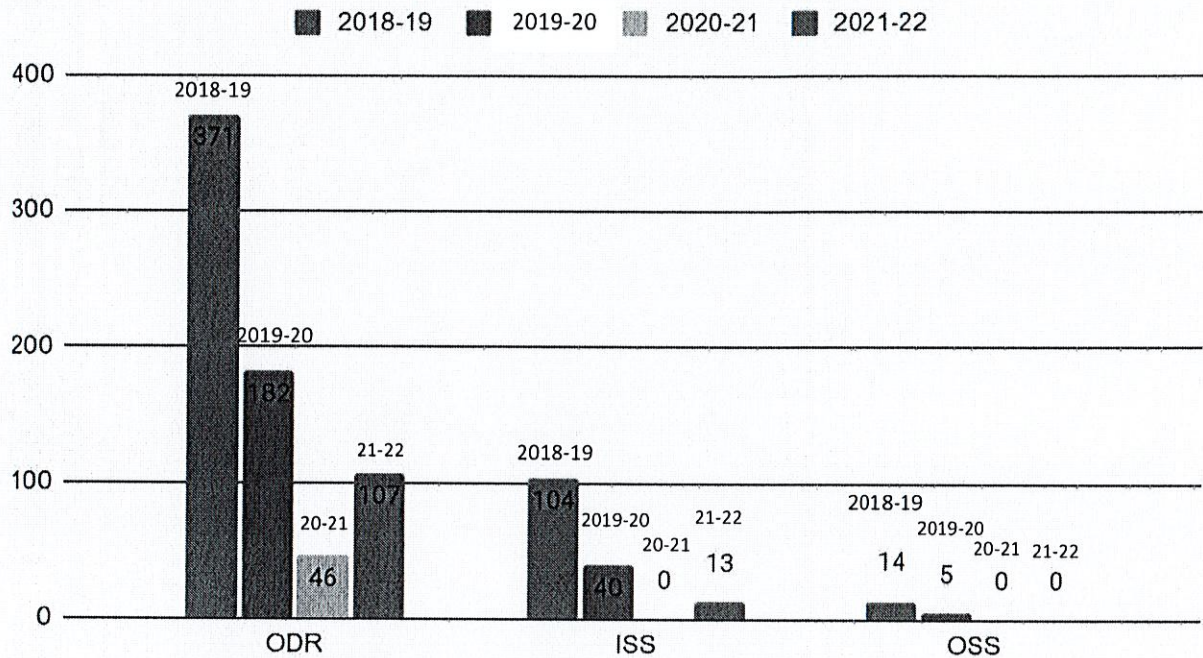
- Elementary recently started using the PBIS SWIS app to help track minor and major behaviors that students engage in. The PBIS team reviews this data and uses it to create small groups for students who need extra instruction on social skills, academic skills, coping skills, etc.
 - 4 small groups are focusing on friendship and social skills
 - 1 small group is focusing on academic skills; skills for learning; studying/organizing
 - 1 small group is focusing on how to appropriately solve social problems that arise
 - 2 small groups are focusing on coping skills and how to deal with anger
 - 1 small group is focusing on coping with family dynamics/divorce
 - Handful of students who have individual positive behavior plans that focus and reinforce Safe-Open Minded- Accountable- Respectful behaviors. These students have a mentor or teacher they check in with at the beginning of the day and review their progress with that same person at the end of the day to see if they have reached their goals.
- One problem behavior that we would really like to tackle and intervene upon is our student attendance. As of 12/7/2021, we have 35 elementary students who are labeled as "Chronically Absent" and have missed more than 10% of school days.

Tier 3- Intensive Level

- 12 elementary students receive individual play therapy
- 8 students receive individual mental health counseling through CC

Middle School PBIS Updates

MS Discipline Data (Aug- Nov 30)



ODR= Number of major Office Discipline Referrals/Major Behaviors

ISS= In School Suspension

OSS- Out of school suspensions

**PBIS was initially implemented in the year 2019-2020; The first, blue bar graph is the behavioral data BEFORE we implemented the program.

MS PBIS Happenings

Tier 1- Universal Level

- At the MS monthly assemblies, a student who demonstrates and engages in SOAR expectations from each grade-level is recognized with an award
- Grade-level teams discuss skill deficits they see their students struggling with and then target that skill with "Skill Blitzes" to help encourage students to be more organized and/or accountable with their homework
- To have a big push towards positive SOAR behaviors, we have a challenge for our MS students!

- If students can collectively earn 1,000 SOAR points- MRS. UILK WILL DRESS AS MRS. CLAUS on Tuesday, the 21st!!!
- If students can earn 2,000 SOAR points- MR. RELF WILL DRESS AS SANTA CLAUS on Tuesday, the 21st!!!
- If students can earn 3,000 SOAR points- MR. KELM WILL DRESS AS RUDOLF on Tuesday, the 21st!!
- Mr. Relf & Mr. Kelm will deliver treats to students and classrooms on Tuesday.
- Students need to have their homework/missing assignments in by Friday, December 17th. If the students have missing work, they will not be able to participate in one of the four sessions that day (ex. miss the movie, but can do the 2 SOAR events).
- Students will be able to use their points to purchase different treats that day such as hot chocolate or candy canes.
- Counseling class just finished up Emotion Management (5th & 7th), Peer Conflict Resolution (8th), and bullying (6th grade).

Tier 2- Targeted Level

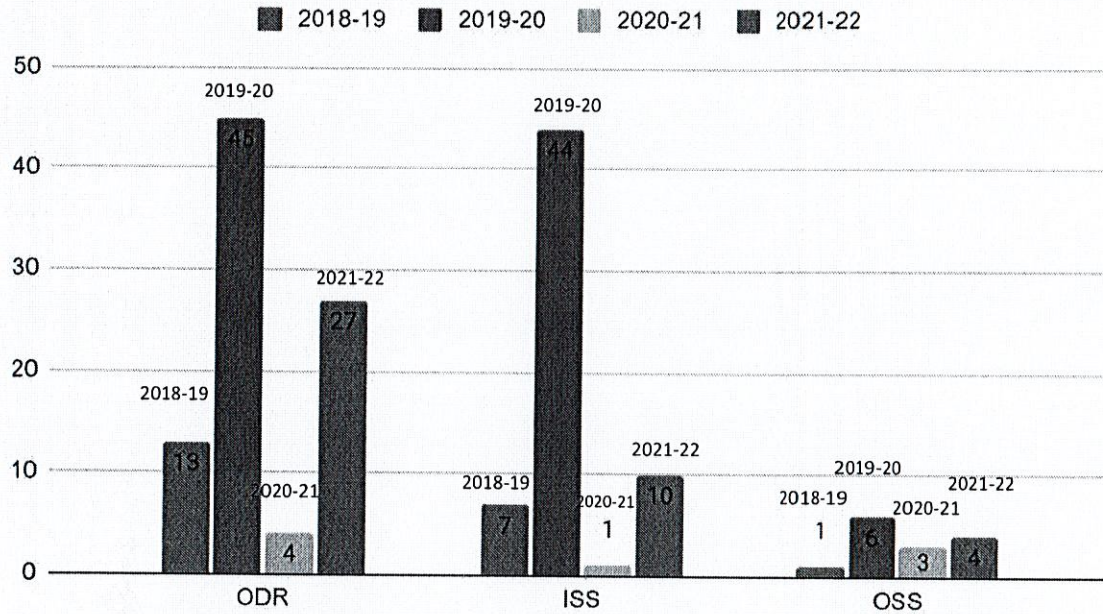
- MS uses the PBIS Rewards program to track minor behavior referrals. The Tier 2 team reviews these minor behaviors to see what students are in need of extra behavioral support and skill building.
 - 3 small groups are focusing on social problem solving skills/friendship skills
 - 2 small groups are focusing on self-regulation and controlling their impulses
 - 1 small group is focusing on coping skills
 - Handful of students who have individual positive behavior plans that focus and reinforce Safe-Organized- Accountable- Respectful behaviors. These students have a mentor or teacher they check in with at the beginning of the day and review their progress with that same person at the end of the day to see if they have reached their goals.
- MS would also like to target the behavior of absences. As of 12/7/2021, we have 45 students who are labeled as "Chronically Absent" and have missed more than 10% of school days. Our resource officer was having a very positive impact on increasing student attendance; so we hope this is something that can continue in the future.

Tier 3- Intensive Level

- 8 MS students receive individual play therapy
- 13 MS students receive individual mental health counseling or intervention through CC

HS PBIS Updates

HS Discipline Data (Aug-Nov 30)



ODR= Number of major Office Discipline Referrals/Major Behaviors

ISS= In School Suspension

OSS= Out of school suspensions

**PBIS was initially implemented in the year 2019-2020; The first, blue bar graph is the behavioral data BEFORE we implemented the program.

***Please note that during the 2019-20 school year, administration started recording truancy (tardies, absences & skipping) as a major office discipline referral. In 2020-21 we see numbers decrease significantly, we anticipate this is due to the fact that a large portion of our student body was virtual and truancy was not able to be recorded as accurately as it would have been if all students were in person.

HS PBIS Happenings

Tier 1- Universal

- Big focus and problem behavior we want to improve is our assignment completion; in order to focus on the skill, we have implemented "Free Fridays" where students who do not have any missing assignments are able to go to the lunchroom and play games during homeroom

- During homeroom, teacher bring up missing assignments list and have a “power hour” where students are really focused on those missing assignments and using the time as a study hall
- This year, we have reframed Saturday School from a punishment to more of a tutoring based opportunity to make up work and make up absence hours in order to help pass classes
- Tier 1 PBIS team is planning a school-wide event to wrap up the semester and acknowledge student and staff efforts towards our school-wide goal of assignment completion
 - All students will go to the lunchroom for BINGO- everyone gets bingo card, but kids with no missing work gets 2 bingo cards; low on funds, so have asked the community for prize donations for BINGO prizes

Tier 2- Targeted

- 16 students who are receiving Tier 2 interventions and supports; our tier 2 team continues to monitor these students, review their grades and minor/major behavior data, and continuously come up with additional ways to support them
- Mr. Cleveland, Mrs. Peters, and Mr. Ho are meeting individually with students to help with tutoring and increasing their assignment completion to help get to the goal of Free Fridays and hit the overall assignment completion goal
- HS would also like to focus on absences. As of 12/7/21, 41 students are labeled as “Chronically Absent” and have missed more than 10% of the days. Our resource officer was having a very positive impact on increasing student attendance; so, we hope this is something that can continue in the future.

Tier 3- Intensive

- 3 students receive individual play therapy
- 20 students receive individual mental health counseling or other interventions through CC

SCHOOL BOARD MEETING

November 8, 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 Kari Burggraff, Kevin Christenson, Brian Johnson, Kelly Kontz, Tammy Lunday, Tom Stenger, and Adam Wiese were present. 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.

11-073.21 Motion by Johnson, seconded by Kontz to approve the agenda. All voted aye.

Open forum: President Stenger shared Policy 4840 regarding the steps that should be followed if there is a public complaint regarding school personnel. Items brought up in open forum are informational only, not acted on by the Board that evening unless they are an agenda item.

Visitors to the meeting: Dennis DeClerk, Sue DeClerk, Tonee Eknitphong, Brittany Frias, Gabriel Frias, Marietta Gassman, Darren Hamilton, Judy Jones, Laurie Julson, Morgan Kontz, Ben LeBrun, Brenna LeBrun, Kari Lena-Helling, Natasha Luchtenburg, Chelsea Molden, Serena Pederson, Emma Peters, Emily Pieper, Allison Ramsdell, Kelley Ramsdell, Wylie Scalise, Cynthia Sheppard, Sandy Sheppard, Alexis Sisk, Joanna Standing, Brendan Streitz, Denise Wiese, Rick Wiese, Elizabeth White, Carleen Wild, and others.

Superintendent's and principals' reports were given.

The new School Resource Officer, Gabriel Frias, was introduced.

The school mental health team shared some updates with the Board.

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

An update on the Stay Well plan was given.

11-074.21 Motion by Kontz, seconded by Christenson to continue to operate in the green phase at this time. All voted aye.

11-075.21 Motion by Wiese, seconded by Johnson to approve the consent agenda consisting of minutes for the regular meeting on October 11, 2021; the financial reports as of October 31, 2021; the bills in the amount of \$97,422.24 be allowed from General Fund; \$156,273.33 be allowed from Capital Outlay Fund; \$72,796.33 be allowed from Special Education Fund; \$41,816.63 be allowed from Food Service Fund. All voted aye.

The second reading of the updated open enrollment policy was held.

11-076.21 Motion by Christenson, seconded by Wiese to approve the resignation of Melissa Dupree, paraprofessional, effective October 25, 2021. All voted aye.

11-077.21 Motion by Johnson, seconded by Burggraff to approve the resignation of Karlee Krogman, cheer advisor, effective October 30, 2021. All voted aye.

11-078.21 Motion by Christenson, seconded by Burggraff to approve the resignation of Robert Lack, middle school football coach, effective October 26, 2021. All voted aye.

11-079.21 Motion by Burggraff, seconded by Lunday to approve the formation of an art club and a pride/GSA club for any interested students. Aye—Burggraff, Christenson, Johnson, Kontz, Lunday. Nay—Stenger, Wiese. Motion carried 5-2.

11-080.21 Motion by Lunday, seconded by Johnson to approve the ordering of student laptops for the 2022-2023 school year, due to industry shortages. These are already in the long-term technology budget plan and payment will still fall in the appropriate fiscal year. All voted aye.

11-081.21 Motion by Kontz, seconded by Burggraff 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 6:36 p.m. All matters having been considered, President Stenger declared the executive session over. The Board resumed in open session at 8:16 p.m.

11-082.21 Motion by Christenson, seconded by Kontz to approve the contract of Emily Taylor, middle school girls basketball, at \$1,574. All voted aye.

11-083.21 Motion by Burggraff, seconded by Johnson to approve the transfer of Blake Savey from middle school girls basketball to "C" team girls basketball at \$2,643. All voted aye.

11-084.21 Motion by Johnson, seconded by Christenson to approve the contract of Brendan Streitz, "C" team boys basketball, at \$2,643. All voted aye.

Gross salary for October is as follows: Instruction \$219,492.62; Support Services \$87,285.43; Extra-curricular \$38,307.50; Social Security \$25,024.37; Retirement \$20,139.68; Insurance \$33,298.87. Special Education Fund: Instruction \$60,509.37; Support Services \$21,101.12; Social Security \$5,853.99; Retirement \$4,439.49; Insurance \$8,842.01. Food Service Fund: Support Services \$2,688.23; Social Security \$193.93; Retirement \$161.01, Retirement \$651.92.

11-085.21 There being no further business, motion by Kontz, seconded by Wiese to adjourn the meeting at 8:17 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 November 30, 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:	1,195,926.78	992,063.44	(141,706.48)	399,547.34	98,547.49	178,945.12	9,377.55	485,444.15
<u>Local Sources:</u>								
Taxes	366,656.47	498,780.73	284,944.17		85,526.68			
Interest	5.41	4.50	-	1.80	0.44	0.80		
Co-Curricular	470.33							
Misc	2,890.25	-	16,148.38			13.03	-	
Meals/milk						3,396.72		
Student Activities							-	78,725.48
Transfers In/Out	-	-		-				
<u>Intermediate Sources:</u>								
County Apportionment	9,098.41							
<u>State Sources:</u>								
State Aid	559,054.00		69,592.00					
State Apportionment	-							
Bank Franchise Tax	-							
Impact Aid	-		-	-				
Mentor teachers	1,500.00							
State Assessed Utilities	-	-	-		-			
Other Grants	2,227.76							
<u>Federal Sources:</u>								
Grants	-		-					53,241.71
Total Revenue:	941,902.63	498,785.23	370,684.55	1.80	85,527.12	56,652.26	-	78,725.48
Total Available:	2,137,829.41	1,490,848.67	228,978.07	399,549.14	184,074.61	235,597.38	9,377.55	564,169.63
Disbursements:	(482,804.78)	(156,273.33)	(180,561.74)	-	-	(46,069.96)	-	(63,413.92)
Balance on hand 11-30-21	1,655,024.63	1,334,575.34	48,416.33	399,549.14	184,074.61	189,527.42	9,377.55	500,755.71

TRUST AND AGENCY FUND
FINANCIAL REPORT
MONTH ENDING NOVEMBER 30, 2021

ACCOUNTS	BEGINNING BALANCE	DISBURSEMENTS DURING MONTH	RECEIVED DURING MONTH	END OF MONTH TOTAL
CHEERLEADER CLUB	2,884.60	-	75.00	2,959.60
CLASS OF 2021	224.65	-	-	224.65
CLASS OF 2022	7,261.27	-	-	7,261.27
CLASS OF 2023	7,821.44	3,296.07	0.37	4,525.74
COMMUNITY REWARDS	0.00	-	-	0.00
EDUCATION FOUNDATION	-	-	-	-
ELEMENTARY WEEKEND FUEL	5,797.52	929.05	16.10	4,884.57
FLEX PROGRAM	11,913.94	3,259.57	3,575.85	12,230.22
FFA	4,915.98	1,393.17	15,827.50	19,350.31
FFA LAND PLOT	-	-	-	-
IMPREST	(1,080.06)	2,412.30	5,295.06	1,802.70
NATIONAL HONOR SOCIETY	732.37	258.38	576.00	1,049.99
PAYROLL WITHHOLDING	5,656.72	51,659.00	53,359.60	7,357.32
REVOLVING ACCOUNT	-	-	-	-
SCHOLARSHIP - BECHEN	11,127.69	-	-	11,127.69
SCHOLARSHIP - EVANS	-	-	-	-
SCHOLARSHIP - FFA LAND	83,144.39	-	-	83,144.39
SCHOLARSHIP - FULLER	6,754.80	-	-	6,754.80
SCHOLARSHIP - GENERAL	16,693.91	-	-	16,693.91
SCHOLARSHIP - JELLIFE	6,071.17	-	-	6,071.17
SCHOLARSHIP - DAKOTALAYERS	5,667.49	-	-	5,667.49
SCHOLARSHIP - LEE	204,694.40	-	-	204,694.40
SCHOLARSHIP - MASONIC	20,010.30	-	-	20,010.30
SCHOLARSHIP - RICE	6,002.98	-	-	6,002.98
SCHOLARSHIP - RUSCH	72,035.17	-	-	72,035.17
SCHOLARSHIP - WITTERN	6,281.92	-	-	6,281.92
SCHOLARSHIP - HURSEY	-	-	-	-
SCHOLARSHIP - JONES	-	-	-	-
SCHOLARSHIPS - SUTTON/ACKERMAN	-	-	-	-
STUDENT COUNCIL - HS	831.50	206.38	-	625.12
TOURNAMENT	-	-	-	-
TOTALS	503,515.31	63,413.92	78,725.48	500,755.71

BILL LISTING - December 13, 2021

GENERAL FUND:

Access Systems	Services	1,039.67	
Ahlers Automotive	Services	57.90	
ASBSD	Registration	175.00	
Batteries & Bulbs	Supplies	181.56	
BMO Procurement Card			
Access Systems	Services	28.64	
Amazon	Supplies	650.30	
Arrowwood	Lodging	116.45	
Boystown Press	Supplies	170.50	
Buhls	Services	104.04	
Cabana Banners	Supplies	40.00	
Easy Time Clock	Time clock software	32.00	
G & R	Services	1,897.30	
JCL	Supplies	1,420.55	
JW Pepper	Supplies	3.00	
Library Store	Supplies	122.12	
OverDrive	Supplies	347.44	
Riddell	Repairs	2,199.95	
Sams	Supplies	96.50	
School Specialty	Supplies	131.08	
Sturdevants	Supplies	15.36	
Teacher Synergy	Supplies	263.76	
Tyler Lumber	Supplies	56.66	
United	Supplies	1,326.32	
Vast	Services	789.37	
Verizon	Services	52.10	
Walmart	Supplies	319.46	10,182.90
Bob's Piano Service	Services		345.00
Booster	Services		132.00
City of Flandreau	Utilities		16,286.52
Curt's Collision	Repairs		157.80
Dakota Pottery Supply	Supplies		162.59
Dakotacare	Services		126.10
Ekern Home Equip	Supplies, service		1,322.74
Eng Services	Services		1,780.00
Flandreau Bakery	Supplies		68.46
Harlow's School Bus Service	Services		28,914.54
Hauff Mid America Sports	Supplies		243.50
Jaymar	Supplies		57.50
Jostens	Services		1,289.20
KSB School Law	Registration		300.00
Lowe's	Supplies		14.15
Lunchtime Solutions	Services		4,512.38
Matheson	Supplies		114.84
Maynards	Supplies		93.02
Menards	Supplies		154.10
MidAmerican Energy	Utilities		5,300.40
Moody County Enterprise	Services		276.05
Office Peeps	Services		343.01
Patriot Electric	Supplies		817.15
RAA Certification	Med training		135.00
Ramkota	Lodging		192.00
River's Edge	Gasoline		143.69
Sisk, Alexis	NFHS courses		70.00
Social Thinking	Supplies		64.99
Sparkle Car Wash	Services		9.90
Stan Houston	Supplies		30.38
Sturdevants	Supplies		122.90
Sundermeyer, Jennifer	NFHS courses		70.00
Teacher Created Resources	Supplies		20.98
Trust and Agency-Imprest			
Flandreau Music Boosters	Meals	104.00	
Duffy, Terry	VB official	125.20	
Fischer, Julie	OI judge	75.00	
Hosman, Dennis	VB official	100.00	
Roosevelt HS	OI entry fees	236.00	
Stoutland, Alaina	OI judge	90.00	
Madison HS	Region golf expenses	51.10	
Cash	State oral interp meal money	416.00	
Kennecke, Angela	Speaking agreement	1,000.00	2,197.30

TOTAL GENERAL FUND

77,505.22

CAPITAL OUTLAY FUND:

BMO Procurement Card

Amazon	Library books	399.73	
Follett	Library books	277.43	
G&R	Services	9,621.00	
Junior Library Guild	Library books	134.00	
McGraw Hill	Curriculum	4,284.86	
Perma Bound	Library books	250.71	
Riddell	Supplies	5,998.45	
School Specialty	Supplies	1,207.13	
Teacher Synergy	Software	80.22	22,253.53
	Library books		90.03
Bound to Stay Bound	Promethean board stands		12,617.58
Connecting Point	Services		15,818.91
G&R	Supplies		982.00
Green Eggs & Ram	Uniforms		1,419.00
Hauff Mid America Sports	Digital books		530.45
Overdrive	Supplies		2,157.88
Patriot Electric	Software		2,475.00
Rosetta Stone			

TOTAL CAPITAL OUTLAY FUND**58,344.38****SPECIAL EDUCATION FUND:**Provider
ASHA
Becker, Jon
BMO Procurement Card

	Services		3,578.75
	Dues		253.00
	Mileage		178.08
Amazon	Supplies	143.00	
CASE	Registration	75.00	
Center for Disabilities	Registration	160.00	
Verizon	Services	52.10	430.10
	Services		6,361.12
Goodcare	Services		29,662.25
Provider	Bus wash		12.00
Nord, Rich	Services		7,206.81
Prairie Lakes Coop	Gasoline		1,336.96
River's Edge	Services		125.00
Provider	Supplies		142.08
Therapy Shoppe			

TOTAL SPECIAL EDUCATION FUND**49,286.15****FOOD SERVICE FUND:**Dave's Appliance
Lunchtime Solutions

Services	600.00
Services	34,512.27

TOTAL FOOD SERVICE FUND**35,112.27**

Harlow's Bus Service

1. *Journal of the American Medical Association*, 1997; 277: 1039-1043.

	Hours Per	Number of
PPE & Sanitization	Day/Cost Per l	Days

	Hours Per	Number of
PPE & Sanitization	Day/Cost Per L	Days
Labor Cost - 4	\$ 470.25	19
PPE Supplies	\$ 25.84	19
	\$ 0.17	
	\$ 0.17	0

	Hours Per	Number of
PPE & Sanitization	Day/Cost Per l	Days
Labor Cost - d	\$ 470.25	19
PPE Supplies	\$ 25.84	19
PPE Supplies	\$ -	0
Labor Cost - A	\$ -	1
	\$ -	0
PPE Other	\$ -	0
Total	\$ 496.09	

	Hours Per	Number of
PPE & Sanitization	Day/Cost Per l	Days
Labor Cost - d	\$ 470.25	19
PPE Supplies	\$ 25.84	19
PPE Supplies	\$ -	0
Labor Cost - A	\$ -	1
	\$ -	0
PPE Other	\$ -	0
Total	\$ 496.09	

	Hours Per	Number of
PPE & Sanitization	Day/Cost Per l	Days
Labor Cost - d	\$ 470.25	19
PPE Supplies	\$ 25.84	19
PPE Supplies	\$ -	0
Labor Cost - A	\$ -	1
	\$ -	0
PPE Other	\$ -	0
Total	\$ 496.09	

6718.2 ADMISSIONS OF NONRESIDENT STUDENTS

A nonresident student is a student whose parent(s) or guardians do not reside within the school district.

The school board recognizes that on occasion circumstances may be such that a student desires to enroll in a school in the district whose parent(s) or guardian do not have a legal residence in the district.

There are three ways in which students in this situation may attend Flandreau Public Schools:

1. They may attend on a tuition basis at the rate established by the state provided room is available. Tuition payments shall be made in advance for each semester attendance.
2. A person within the school district may assume guardianship, which is evidenced by Letters of Guardianship, issued by a circuit court judge.
3. Tuition and/or transportation costs may be waived with the mutual consent of the sending and receiving South Dakota school districts pursuant to state law. The determination to waive tuition will be made on a case-by-case basis without the establishment of precedence. The school board will consider each case on its own merits and facts, including educational hardship, availability of classroom space, and financial impact to the school district in its decision.

Affidavits may be secured to verify the status of a child's bonafied permanent home and/or source of support.

REFS: SDCL 13-28-9

13-28-10

13-28-10

13-28-21

13-28-22

13-28-38

(Adopted 2/13/95) Revised 12/10/04

6718.3 ADMISSION OF NONRESIDENT STUDENTS / ASSIGNMENT OF RESIDENT STUDENTS

This policy is enacted to fairly allow admission and assignment of both resident and non-resident students in the Flandreau School District. For the purposes of this policy, the term "resident district, means the district in which a student has legal residence as determined by SDCL .13-28-9. The term "non-resident district" means any district in which a non-resident student seeks to enroll. The term "assigned school" means the attendance center within the district to which a resident student is assigned. The term "Non- School" means an attendance center within a resident student's district to which the student has not been assigned.

The board will accept all students from other districts wishing to enroll, provided the non-resident district's facilities can accommodate the students without adversely affecting the quality of the educational program. This determination will be based upon criteria adopted by the board, see Section C below, and is subject to the following conditions.

1. GENERAL PRINCIPLES

1. A student who is a legal resident of another South Dakota district seeking to transfer to Flandreau School District must make application to the non-resident district, make application to both the resident and non-resident districts. The application must be on triplicate forms provided by the Department of Education and Cultural Affairs. The application must be made by an un-emancipated student's parent or guardian or by the emancipated student. (The) parent with the authority to request enrollment is the resident custodial parent.)
2. The application will be approved or disapproved if the transfer does not result in an inability to provide a quality educational program by the Flandreau School board and the applicant and

resident district must be notified of the decision within five days of the decision. Applications will be reviewed in the order received.

- a. In-district transfer applications to move to a non-assigned school can be accepted and acted upon by the board at any time; however, decisions regarding transfers among attendance centers within a district will be based upon policies consistent with resident/non-resident, transfers.
 - b. The application may be withdrawn by the applicant before March 1st through notification to the affected school boards.
 - c. Once approved by the nonresident district, the applicant's intent to enroll obligates the student to attend school in the receiving non-resident district or non-assigned school for the next school year, unless the two boards agree in writing to allow a student to return to the original district or assigned school or if the parent, guardian, or student changes residence to another district.
 - d. If a bona fide change of residence occurs after February 1st, the parents, guardian, or emancipated student may apply for enrollment in a non-resident district or unassigned school, notwithstanding the February 1st deadline. The application and approval dates will be waived in this circumstance, and the board will consider the application in a timely manner.
3. Once enrolled in a nonresident district or non-assigned school, the enrollment will continue unless a bona fide change of residence occurs or a subsequent transfer application is received.
 4. A nonresident district will accept credits granted for any course successfully completed in another accredited district. The non-resident district may award a diploma to a non-resident only if the student satisfactorily meets the non-resident district's graduation requirements.
 5. Transportation on non-resident students to school is the responsibility of the applicant. Both the resident and non-resident districts may provide transportation to non-resident students if approved.

2. SPECIAL EDUCATION STUDENTS

Both state and federal law require that the resident district be responsible for providing a free and appropriate public education for students in need of special education and related services. All applications for transfer of a special education student will first be considered by a placement committee, and the placement committee will include representatives of both the resident and non-resident districts. In addition to the other considerations of 1997 Open Enrollment Act, the following additional considerations will apply:

1. The combined placement committee will determine that the non-resident district can provide appropriate instructional programs and facilities to meet the student's needs.
2. The resident district will reimburse the non-resident district the "actual costs incurred in providing an appropriate special education."
3. The combined placement committee shall determine whether the student requires transportation as a related service and, if the service is required, the resident district will be required to provide or pay for the service.
4. Return the non-resident special education student to the resident district will be subject to the approval of the combined placement committee.
5. No separate dates will be in effect for notification and decision-making with respect to special education students.

3. CRITERIA FOR MAKING TRANSFER DETERMINATIONS

The standards will be available to any individual so requesting. Discrimination based upon race, gender, religious affiliation, or disability is prohibited. All members of the same family residing in the same household will be treated the same.

1. The standards will be reviewed on an annual basis based on the capacities of each of the following elements:
 - a. Programs
 - b. Classes
 - c. Grade levels
 - d. Buildings
2. The Department of Education and Cultural Affairs' has authority to promulgate rules setting forth procedural and administrative requirements of the open enrollment program. The school district will follow any and all such rules and procedures.
3. The board may deny applications for any of the following reasons:
 - a. The application was not timely;
 - b. The standards established in paragraph 3-1 above are violated;
 - c. The applicant is under suspension or expulsion;
 - d. The applicant has been convicted of possession, use, or distribution of any controlled substance including marijuana and is under suspension pursuant to SDCL 13-32-43;
 - e. The applicant has been convicted of a weapons charge relating to the schools and is under suspension pursuant to SDCL 13-32-43.

4. MISCELLANEOUS PROVISIONS

1. The board will assign all students among the schools within the district, pursuant to SDCL ch. 13-28.
2. The district will make relevant information about the district, schools, programs, policies, and procedures available to all interested people.
3. Appeals from board action under the 1997 Open Enrollment Act can be made under SDCL ch. 13-46 and the court will conduct a de-novo review.

Adoption date: 10/13/97; Revised 12/13/04

LEGAL REFS: SDCL 13-13-10. 1, 13-15-8. 1 through 13-15-9; 13-15-11, 13-15-21, 13-15-21 .1; 13-15-23 through 13-15-24; 13-28-9; 13-28-10 through 13-28-11; 13-28-19; 13-28-19.1; 13-28-21; 13-28-30-, 13-28-34; 13-28-4-0 through 13-28-47-, 13-32-4. 3; 13-37-3 5; 13-46 Repealed July 1, 1998; 13-28-20; 13-28-22; 13-28-23; 13-28-38

New

**ASBSD Sample Policies
Associated School Boards of South Dakota**

Policy JECB: OPEN ENROLLMENT

Status: ADOPTED

Original Adopted Date: 01/01/2007 | Last Revised Date: 08/18/2020 | Last Reviewed Date: 08/18/2020

State law provides nonresident parents and students an opportunity to apply for enrollment within the District. It also allows resident parents and students an opportunity to apply for enrollment in an attendance center within the District other than that to which the student has been assigned.

The parent or legal guardian of a South Dakota kindergarten through twelfth grade student, or a student who is at least 18 years old, and resides in another school district (i.e., nonresident student), and who wishes to enroll the student in the District, or the parent or legal guardian of a South Dakota kindergarten through twelfth grade student, or a student who is at least 18 years old, and resides within the District and wishes to enroll the student at an attendance center within the District other than that to which the student has been assigned, must apply to open enroll in the School District.

1. Nonresident student open enrollment: The District shall grant a request for a transfer into the district of a child who is a resident of another school district unless the transfer would result in an inability to provide a quality educational program based on criteria established by the District pursuant to statute and this policy.
2. Nonresident alternative instruction student open enrollment: The District shall grant a request to admit into the district a child who is a resident of another school district and who is receiving alternative instruction in the resident district pursuant to law, unless admitting the nonresident child would result in an inability to provide a quality educational program based on criteria established by the District pursuant to statute and this policy.
3. Resident student open enrollment to different attendance center: The District shall grant a request from a resident of the District for a student transfer to an attendance center within the District other than that to which the student has been assigned unless the transfer would result in an inability to provide a quality educational program based on criteria established by the District pursuant to statute and this policy.

A copy of this policy will be provided to parents, guardians and emancipated students who wish to submit an open enrollment application. It shall also be provided to any other interested person upon request.

A. GENERAL RULES:

1. Transfers from another school district into the District may only take place prior to the last Friday in September during the first semester of any school year, and prior to the last Friday in January during the second semester of any school year. If the District approves an application for such a transfer after the deadline in the first semester, the transfer will occur at the start of the second semester. If the District approves an application for such a transfer after the deadline in the second semester, the transfer will occur at the start of the following school year. The deadlines for transfer do not apply if:
 - a. A student is seeking to transfer to an alternative school or a specialized nonpublic educational program;
 - b. A student enrolls in a school district after the deadline in either semester; or
 - c. The District's Superintendent determines that special circumstances exist and allows a student to transfer into the District after the deadline.
2. All nonresident requests for open enrollment into the District must be submitted to the District's Superintendent on the official application form provided by the South Dakota Department of Education.
3. Nonresident student open enrollment applications to attend school within the District will be reviewed and acted upon in the order in which they are received. However, if the applicant is a sibling of a student accepted into and currently enrolled in the District, that student's application shall take priority over all other applications.
4. The Superintendent shall either approve or deny the application for open enrollment. A decision of the Superintendent to deny an open enrollment application may be appealed to the School Board. A decision of the School Board to deny student's application for open enrollment may be appealed to the circuit court pursuant to State Law. ^(a)
5. Decisions to accept or reject open enrollment applications will be based on the criteria listed in "Open Enrollment Application Standards" (Section C).

6. The applicant and the resident school board will be notified within five days of the decision.
7. An application may be withdrawn by the applicant prior to the approval of the request and upon written notification to the District's Superintendent.
8. Once approved by the District, the approved application serves as the applicant's notice of intent to enroll in the District and obligates the student to attend school within the District during the school year, unless the affected school board or boards agree in writing to allow the student to transfer back to the resident district or assigned school, or unless the parents, guardians, or emancipated student change residence to another district. A decision by either school board to deny a request to return to the resident school district may be appealed to circuit court pursuant to law.
9. Once enrolled under open enrollment in the District, the student may remain enrolled and is not required to resubmit annual applications.
10. If, after the conclusion of a school year, a student who is open-enrolled into the District wishes to return to the student's resident school district or assigned school, the student's parent or legal guardian shall, or the student (if the student is emancipated) shall, on forms provided by the Department of Education, notify the affected school board or boards of the student's intent to return to the resident school district or previously assigned school. The affected school board or boards must receive written notice of the student's intent to re-enroll in the resident school district or previously assigned school no later than August first. However, if the affected school board or boards determine that special circumstances exist, a student may be allowed to transfer to the student's resident school district or assigned school after the deadline.
11. The parent or legal guardian of a student who has been accepted for transfer under open enrollment is responsible for transporting the student to and from school without reimbursement. ^(b)
12. The District shall accept credits for any course completed in any other accredited school district but shall award a diploma to a nonresident student only if the student satisfactorily meets the District's graduation requirements.
13. If two or more nonresident students from the same family, residing in the same household, request open enrollment into the District, all requests from that family must be either approved or denied and the District shall not deny an application if doing so would result in children from the same household enrolling in different school districts. However, if the District cannot provide an appropriate education for a child in need of special education or special education and related services, the District may deny that child's application for open enrollment.
14. Any student under long term suspension or expulsion will not be allowed to open enroll until the suspension or expulsion is completed. ^(c)
15. The rules of the South Dakota High School Activities Association will govern eligibility for participation in activities.

B. RESIDENT STUDENT TRANSFERS:

The provisions of this policy apply to resident student transfers (applications to attend an attendance center different than that to which the student is assigned) except as modified below:

1. Resident student open enrollment applications to attend an attendance center within the District other than that to which the student has been assigned will be reviewed and acted upon in the order in which they are received. However, if the applicant is a sibling of a student accepted into and currently enrolled in the attendance center to which the applicant is wishing to enroll, that student's application shall take priority over all other applications.
2. If a student is transferred from one attendance center to another attendance center within the District at the request of the student's parent or guardian, the District shall not provide transportation services to the student. ^(d)

C. OPEN ENROLLMENT APPLICATION STANDARDS: ^(e)

The following standards will be used to accept or reject nonresident student open enrollment applications to enroll within the District and resident student applications to attend an attendance center within the District other than that to which the student was assigned:

Open enrollment requests will be granted on a space available basis at the time the request is considered. The approval of an open enrollment request may not result in exceeding the average student to teacher ratio, program capacity, or building capacity criteria listed below. The ratios listed for grade level student to teacher ratios are for open enrollment purposes only and actual class sizes may be greater than the capacity listed below because of students residing within the school district and school attendance center area.

- Kindergarten through grades five: The student to teacher ratio shall not exceed ____ students in each grade as a result of open enrollment.
- Grade six through grade eight: The student to teacher ratio for core classes may not exceed ____ students in each grade as a result of open enrollment.
- Grade nine through grade twelve: Enrollment may not exceed attendance center building capacity.
- An open enrollment transfer may not cause a building or program to exceed capacity, including special education programs.
- Open enrollment of a special education student will not be approved if the students cannot be accommodated at current staffing levels or the program is at capacity.

> 25

D. OPEN ENROLLMENT OF SPECIAL EDUCATION STUDENTS:

1. A request to transfer a student in need of special education or special education and related services may be granted only if, after a review of all relevant student education records and direct communication with the student's parent or guardian and representatives of the resident district, the School District determines that the district can provide an appropriate instructional program and facilities, including transportation if required as a related service, to meet the student's needs. If the request to transfer is granted, the district is responsible for the provision of a free appropriate public education for the student in need of special education or special education and related services. If the student requires transportation as a related service, the district shall provide or ensure the provision of transportation within the boundaries of the District.
2. If the District is not able to confirm that the District can provide an appropriate instructional program, facilities, and transportation if necessary, based on the records review and communication with the student's parent or guardian and representatives of the resident district, the District shall initiate an individual education program team meeting consisting of representatives from the District, the resident school district and the parents or guardians, to determine whether the District can provide an appropriate instructional program, facilities, and transportation necessary.
3. A request to transfer a student in need of special education or special education and related services may be denied only pursuant to the "Open Enrollment Application Standards" (Section C) or if the individual education program team as set forth in "Open Enrollment of Special Education Students" (Section D.2.) determines that the District cannot provide an appropriate instructional program and facilities, including transportation, to meet the student's needs.
4. If a parent or guardian of a student in need of special education or special education and related services request to transfer the student back to the resident district, the affected school boards must agree in writing to allow the student to transfer back to the resident district or unless the parents, guardian, or emancipated student change residence to another district.
5. If two or more students from the same family residing in the same household request open enrollment and the District determines it can provide an appropriate special education or special education and related services for the special education student(s), the applications shall be approved subject to consideration of the Open Enrollment Application Standards (Section C). However, if the District cannot provide appropriate special education or special education and related service for one or more of the students in need of special education or special education and related services, the District may deny the application for open enrollment related to the individual special education student(s).
6. If it is determined that a parent or guardian of a student, or an emancipated student, in need of special education or special education and related services submitted a request for an open enrollment transfer, but did not indicate on the application that the student has an IEP and needs special education services, as required on the form, any approval by the District of the open enrollment transfer application will be deemed

void.

Notes:

(a) SDCL 13-28-43 says the School Board or the Board's designee may approve or disapprove the application. ASBSD recommends that the Superintendent be designated by the Board as most school boards meet only once a month on the second Monday of the month.

(b) For nonresident open enrollments, SDCL 13-28-45 states that the parents/guardians are responsible for transportation, without reimbursement, of the student but the District may provide the transportation, and if provided, the District may charge a reasonable fee if the student uses District provided transportation. SDCL 13-28-45 also says school boards of both the receiving school district and the resident school district must annually approve the pick-up locations for those students within any incorporated municipality but this requirement does not apply to any school district defined as a sparse school district pursuant to § 13-13-78.

(c) SDCL 13-32-4.3 states that if a student is under suspension or expulsion in a South Dakota school district, the student may not enroll in any other school district until the suspension or expulsion has expired, and also that the superintendent of a school district may prohibit a student from enrolling in that school district if the student is under suspension or expulsion in a school in another state or in a nonpublic school in this state.

(d) SDCL 13-28-41.1. School district not required to provide transportation to student transferred within district. If a student is transferred from one school to another school within a school district at the request of the student's parent or guardian, notwithstanding any other provision of law, the school district is not required to provide transportation services to the student.

(e) SDCL 13-28-44 states that "Standards shall be limited to the capacity of a program, class, grade level, and school building operated by the board and the pupil/teacher ratio. Discrimination based on race, gender, religious affiliation, or disability is prohibited" a school board may or may not want to have capacity of the program, class or grade level specifically identified in the school district policy.

ASBSD sample policies are intended to be a guide for school districts. As is the case with any policy, a local school district's unique circumstances, challenges and opportunities need to be considered.

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Policy References: Legal references indicate the basis or authority for the board to enact this policy, and policy cross-references identify additional policies related to the subject matter of the above policy.

State References	Description
SDCL 13-28-40	Enrollment options program established - https://simbli.eboardsolutions.com/SU/kWl20qjt5EslshaETr711KyeA==
SDCL 13-28-41	Request for transfer - https://simbli.eboardsolutions.com/SU/hUuTpOaSjzuNh5voszb1wg==
SDCL 13-28-41.1	School district not required to provide transportation - https://simbli.eboardsolutions.com/SU/6vogplusBcV8aWj3dRC8NeLog==
SDCL 13-28-42.1	Transfer of special education students - https://simbli.eboardsolutions.com/SU/t1spOd6ezjykJnjieAYx4A==
SDCL 13-28-43	Enrollment of student in other than resident district - https://simbli.eboardsolutions.com/SU/qN7jplusUKRrplusOPpyfplusiD85KQ==
SDCL 13-28-44	Standards for acceptance or rejection of open enrollment application - https://simbli.eboardsolutions.com/SU/P6NsHOTDvcaDonNGbVriMw==
SDCL 13-28-45	Transportation of transfer student - https://simbli.eboardsolutions.com/SU/MyXnjKZbKqTj6ViZm8zq8w==
SDCL 13-28-46	Transfer credits - https://simbli.eboardsolutions.com/SU/QfrKxplusUUDgiKOfQPcEbCZw==

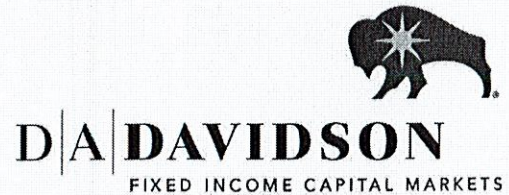
SDCL 13-28-47	Disclosure - https://simbli.eboardsolutions.com/SU/BycfmteETsXBXE3tZRS5kg==
SDCL 13-28-47.1	Return of student to resident school district - https://simbli.eboardsolutions.com/SU/rO0whwssVqJPCJTT6SjEslshA==
SDCL 13-28-48	Nonresident district must serve student's grade level - https://simbli.eboardsolutions.com/SU/kebvXPS2OCskINXpbLrOeQ==
SDCL 13-32-4.3	Effect of suspension or expulsion on enrollment - https://simbli.eboardsolutions.com/SU/plusXRTDd3Q3JXg0GwBAIz4KA==
SDCL 13-46	Appeals in school matters - https://simbli.eboardsolutions.com/SU/plushKcANchfhNrsIshjSYk5TmPQ==

Cross References

IGBA	Description SPECIAL EDUCATION AND RELATED SERVICES - https://simbli.eboardsolutions.com/SU/JkcPpqZ3nMjIEqA8CIOLKw==
JEAA	STUDENTS ALTERNATIVE INSTRUCTION - https://simbli.eboardsolutions.com/SU/Romd0K9BJvpX95x4Zw0Jfw==
JEC	SCHOOL ADMISSIONS - https://simbli.eboardsolutions.com/SU/dol1RG4T4uleKDBEhplusF8xQ==
JECC	ASSIGNMENT OF STUDENTS TO SCHOOLS - https://simbli.eboardsolutions.com/SU/11jNa2avNwexvaXwXn3RUg==

December 2, 2021

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Re: Underwriting Engagement and Disclosure Letter

Dear Stacey:

On behalf of D.A. Davidson & Co. ("we" or "Davidson"), thank you for the opportunity to serve the Flandreau School District No. 50-3, Flandreau, South Dakota (the "Issuer") on the Issuer's proposed offering and issuance of Limited Tax Capital Outlay Refunding Certificates, Series 2022 (the "Certificates") for the purpose of currently refunding the outstanding maturities of the Issuer's Limited Tax Capital Outlay Refunding Certificates, Series 2017 ("Refunded Certificates"). This letter will confirm the terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a certificate purchase agreement to be entered into by the parties (the "Purchase Agreement") if and when the Certificates are priced following successful completion of the offering process.

1. Services to be Provided by Davidson. The Issuer hereby engages Davidson to serve as sole managing underwriter of the proposed offering and issuance of the Certificates, and in such capacity Davidson agrees to provide the following services:

- Develop and initiate a financing timetable
- Review and evaluate the proposed terms of the offering and the Certificates
- Develop a marketing plan for the offering, including identification of potential investors
- Assist in the preparation of the official statement and other offering documents
- Contact potential investors, provide them with offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions
- If the Certificates are to be rated, assist in preparing materials to be provided to securities ratings agencies, any state agencies providing credit rating enhancement and in developing strategies for meetings with the ratings agencies
- Consult with counsel and other service providers with respect to the offering and the terms of the Certificates
- Inform the Issuer of the respective marketing and offering process
- Negotiate the pricing, including the interest rate, and other terms of the Certificates
- Obtain CUSIP number(s) for the Certificates and arrange for their DTC book-entry eligibility
- Plan and arrange for the closing and settlement of the issuance and the delivery of the Certificates
- Perform such other usual and customary underwriting services as may be requested by the Issuer

As sole managing underwriter, Davidson will not be required to purchase the Certificates except pursuant to the terms of the Purchase Agreement, which will not be signed until successful completion of the pre-sale offering period. This letter does not obligate Davidson to purchase any of the Certificates.

2. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees: (i) the primary role of Davidson, as an underwriter, is to purchase the Certificates, for resale to investors, in an arm's-length commercial transaction between the Issuer and Davidson and that Davidson has financial and other interests that may differ from those of the Issuer; (ii) Davidson is not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer and Davidson has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Davidson has provided other services or is currently providing other services to the Issuer on other matters or transactions); (iii) the only obligations Davidson has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer desires to consult with and hire a municipal advisor for this transaction that has legal fiduciary duties to the Issuer the Issuer should separately engage a municipal advisor to serve in that capacity.

3. Fees and Expenses. Davidson's proposed underwriting fee/spread shall not exceed 1.25% of the principal amount of Certificates issued. The underwriting fee/spread will represent the difference between the price that Davidson pays for the Certificates and the public offering price stated on the cover of the final official statement. In addition to the underwriting fee/spread, the Issuer shall pay to Davidson a fee equal to \$-0- as compensation for its services in assisting in the preparation of the official statement and providing various financial analyses, and for the use of Davidson's capital to advance certain costs prior to settlement, and to reimburse for Davidson's payment of CUSIP, DTC, IPREO (electronic book-running/sales order system), printing and mailing/distribution charges. The Issuer shall be responsible for paying or reimbursing Davidson for all other costs of issuance, including without limitation, bond counsel fees and expenses, bond registrar/paying agent fees, escrow agent fees, escrow verification fees, rating agency fees and expenses, SDHEFA credit enhancement fees and all other expenses incident to the performance of the Issuer's obligations under the proposed Certificates.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering of the Certificates except as may be superseded pursuant to the Purchase Agreement. Notwithstanding the forgoing, either party may terminate Davidson's engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party. If Davidson's engagement is terminated by the Issuer, the Issuer agrees to compensate Davidson for the services provided and to reimburse Davidson for its out-of-pocket fees and expenses incurred to the date of termination.

5. Minimum Savings Requirement. In order to proceed with the refunding transaction, Davidson and the Issuer agree that Davidson may enter the market and price the Certificates on behalf of the Issuer so long as the Issuer can attain minimum gross savings (after delivery date expenses) of not less than \$_____.

6. Limitation of Liability. The Issuer agrees neither Davidson nor its employees, officers, agents or affiliates shall have any liability to the Issuer for the services provided hereunder.

7. Disclosures by D.A. Davidson & Co. as Underwriter pursuant to MSRB Rules G-17 and G-23. The Issuer has engaged D.A. Davidson & Co. ("Davidson") to serve as an underwriter, and not as a Municipal Advisor, in connection with the issuance of the Certificates. As part of our services as underwriter, Davidson may provide advice concerning the structure, timing, terms, and other similar matters

concerning the issuance of the Certificates. The specific terms of our engagement will be as set forth in the purchase agreement to be entered into by the parties if and when the Certificates are priced following successful completion of the offering process.

Disclosures Concerning the Underwriter's Role, Compensation, Regulation and Educational Materials.

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) An underwriter's primary role is to purchase the Certificates with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- (iv) The underwriter has a duty to purchase the Certificates from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Certificates to investors at prices that are fair and reasonable.
- (v) The underwriter will review the official statement for the Certificates in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.¹
- (vi) The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Certificates. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Certificates. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.
- (vii) Davidson is registered as a broker-dealer with the U.S. Securities and Exchange Commission ("SEC") and the MSRB, and is subject to the regulations and rules on municipal securities activities established by the SEC and MSRB. The website address for the MSRB is www.msrb.org. The MSRB website includes educational material about the municipal securities market, as well as an investor brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

¹ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

Disclosures Concerning Additional Conflicts.

Davidson has not identified any additional potential or actual material conflicts that require disclosure.

Disclosures Concerning Complex Municipal Securities Financing.

Since Davidson has not recommended a “complex municipal securities financing” to the Issuer, additional disclosures regarding the financing structure for the Certificates are not required under MSRB Rule G-17. In accordance with the requirements of MSRB Rule G-17, if Davidson recommends a “complex municipal securities financing” to the Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at that time.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer’s own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

It is our understanding that the officials signing below on behalf of the Issuer are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

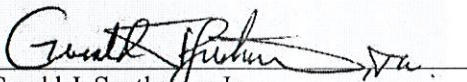
8. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of South Dakota. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

We are required to seek your acknowledgement that you have received this letter. If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please have your Board President and you sign, date and return a copy of this letter.

Again, we thank you for the opportunity to assist the District with your proposed financing needs and the confidence you have placed in Davidson.

Very truly yours,

D.A. DAVIDSON & CO.

By: 
Gerald J. Spethman, Jr.
Senior Vice President



Approved and accepted on behalf of Flandreau School District No. 50-3, Flandreau, South Dakota, this
_____ day of _____, 2021.

**FLANDREAU SCHOOL DISTRICT NO. 50-3,
MOODY COUNTY, SOUTH DAKOTA**

President – Board of Education

ATTEST:

Business Manager

5310 POLICY ON DRUG PREVENTION CERTIFICATION FOR EMPLOYEES

Student and employee safety is a paramount concern to the School Board. Employees under the influence of alcohol, drugs, or controlled substances are a serious risk to themselves, to students, and to other employees. Therefore, the School Board will not tolerate the unlawful manufacture, use, possession, sale, distribution or being under the influence of drugs or controlled substances. Nor will the Board tolerate the unlawful use of, or being under the influence of, alcohol by an on-duty employee. Any employee who violates this policy will be subject to disciplinary action which may include termination of employment and referral for prosecution. An employee who violates this policy may also be required to complete an appropriate rehabilitation program at the employee's own expense. Each employee of the district is hereby notified that, as a condition of employment, the employee must abide by the terms of this policy and will report to the Superintendent any criminal drug statute convictions for a violation occurring in or on the premises of this school district, or while engaged in regular employment. The employee must make such notification to the Superintendent no later than five days after conviction. The Superintendent will provide notice of such violation to the Impact Aid Program, United States Department of Education, or other appropriate government agency within ten days after the Superintendent receives such notification.

Thirty days after receipt of information concerning a violation of the policy the school district will take appropriate discipline action which may include termination of employment or requiring the employee to participate in drug abuse assistance or rehabilitation programs.

All employees will attend a district drug-free awareness program at which employees will be informed about the dangers of drug abuse in the workplace; this policy of maintaining a drug-free workplace; available drug counseling; rehabilitation; and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

The School Board recognizes that employees who have a drug abuse problem should be encouraged to seek professional assistance. An employee who requests assistance shall be referred to a treatment facility or agency in the community if such a facility or agency is available. All costs for professional assistance will be the responsibility of the employee. Employees who desire information on the availability of any drug and alcohol counseling, rehabilitation, or reentry programs should contact their supervisor, the school guidance counselors, county health nurse, local physicians, or the East Central Mental Health and Chemical Dependency Center.

When an employee has consumed alcoholic beverages or illegal drugs on school property and/or before a school activity, the staff member will not be allowed on school property or to participate in school activities. Employees who violate this policy will be subject to the same penalties as for possession or consumption on school property.

Employees will receive a copy of this policy that includes standards of conduct and a statement of disciplinary sanctions. Compliance with the standards presented in this policy is mandated according to Federal Law (P.L. 101-226) and the Flandreau Board of Education.

A biennial review of the program by the Flandreau School District will be conducted to determine the program effectiveness and implement changes to the program if necessary and to determine that disciplinary sanctions are consistently enforced.

The Flandreau School Board commits itself to a continuing good faith effort to maintain a drug-free workplace.

NEW
underlined part

Policy GBEC: USE OF ALCOHOL, DRUGS, AND CONTROLLED SUBSTANCES

Original Adopted Date: 01/01/2007 | Last Revised Date: 07/20/2021 | Last Reviewed Date: 07/20/2021

Student and employee safety is a paramount concern to the school board. Employees under the influence of alcohol and/or other drugs are a serious risk to themselves, to students, and to other employees. Therefore, the school board will not tolerate the unlawful manufacture, use, possession, sale, distribution, or being under the influence of alcohol and/or other drugs on school property or at a school event off school property. Additionally, it shall be a violation of this policy for any employee to manufacture, use, possess, sell, distribute or be under the influence of medical cannabis in any manner inconsistent with South Dakota state law. Any employee who violates this policy will be subject to disciplinary action, which may include dismissal, and referral for prosecution. Each employee of the district is hereby notified that, as a condition of employment, the employee must abide by the terms of this policy and will report to the superintendent any criminal alcohol and/or other drug statute convictions for any alcohol and/or drug violation. Such notification must be made by the employee to the superintendent no later than five (5) days after conviction. Should the affected employee be the superintendent s/he will report to the Board no later than the next regular meeting of the Board.

Within thirty (30) days after receipt of information concerning an alleged or proven violation(s) of this policy, the district will take appropriate disciplinary action, which may include termination of employment, requiring the employee to participate in alcohol and/or other drug abuse assistance or rehabilitation programs, and possible referral for prosecution.

The school board recognizes that employees who have an alcohol and/or other drug use/abuse problem should be encouraged to seek professional assistance. An employee who requests assistance shall be provided a listing of the regional treatment facilities or agencies to assist him/her in their choice of a service provider.

If there is reason to suspect that a staff member is under the influence of alcohol and/or illegal drugs, the staff member will not be allowed on school property or to participate in school activities. Staff members will be subject to discipline for arriving at school or at a school activity under the influence of alcohol and/or an illegal drug. For the purposes of this policy, "illegal drug" means narcotics, drugs and controlled substances as defined in federal law or state law. "Illegal drugs" also includes any prescription or over-the-counter drug that does not meet the following four criteria:

1. the employee has a current and valid prescription for the drug or the drug is sold over-the-counter;
2. the drug is used or possessed for the purpose for which it was prescribed or sold over-the-counter;
3. the drug is used or possessed at the dosage prescribed or recommended; and
4. the drug is used or possessed consistent with the safe and efficient performance of the employee's job duties.

Any staff member who is taking a drug or medication, whether or not prescribed by the staff member's physician, which may adversely affect that staff member's ability to perform work in a safe or productive manner is required to report such use of medication to his or her supervisor. This includes drugs that are known or advertised as possibly affecting judgment, coordination or any of the senses, including those that may cause drowsiness or dizziness.

The school board hereby commits itself to a continuing good faith effort to maintain a drug-free environment.

A copy of this policy shall be given to all present and future employees.

ASBSD sample policies are intended to be a guide for school districts. As is the case with any policy, a local school district's unique circumstances, challenges and opportunities need to be considered.

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Policy References: Legal references indicate the basis or authority for the board to enact this policy, and policy cross-references identify additional policies related to the subject matter of the above policy.

State	Description
ARSD 24:80	<u>Medical Cannabis and Schools</u>
ARSD 44:90	Medical Cannabis
SDCL 13-43-6.1	<u>Just cause for termination or nonrenewal</u>
SDCL 34-20G	<u>Medical Cannabis</u>

Federal	Description
USC Title 41 Chapter 81	<u>Drug-Free Workplace Act</u>

Cross References

Code	Description
GBC	<u>STAFF ETHICS</u>
GBCB	<u>STAFF CONDUCT</u>
JHCDE	<u>ADMINISTRATION OF MEDICAL CANNABIS TO QUALIFYING STUDENTS</u>
JHCDE-E(1)	<u>ADMINISTRATION OF MEDICAL CANNABIS TO QUALIFYING STUDENTS - Medical Cannabis Administration Plan</u>

12/13/2021

Stipend acknowledgements:

SDSU student teaching stipend

Kortney Amdahl	\$	400
Kimberly DeKruif	\$	400
Melissa Opsahl	\$	200
Owen Parsley	\$	200
Wylie Scalise	\$	100
Ashley Stenger	\$	200