

Tentative Agenda
Monday, January 14, 2019
6:00 pm

Flandreau School Board
Middle School Conference Room

- I. PLEDGE OF ALLEGIANCE
- II. APPROVAL OF AGENDA
- III. COMMUNICATION – Recognition of visitors
 - a. Superintendent’s report.
 - b. ACT and test scores.
 - c. Cell phone policy.
 - d. Open forum *
 - e. Present Lisa Sanderson with retirement ‘bell’.
- IV. CONSENT AGENDA
 - a. Approval of minutes, financial statements, and bills.
- V. OLD BUSINESS
 - a. Disclosure/Conflict of Interest.
- VI. NEW BUSINESS
 - a. Discussion and approval of no school on January 18 and February 21 for in-service.
 - b. Discussion and approval of SRO agreement with the City of Flandreau.
 - c. Discussion and approval of SRO job description.
 - d. Discussion and approval of the 2019-2020 school calendar.
 - e. Discussion and approval of consulting agreement with Dakota Academic Consulting, Inc.
 - f. Discussion and approval of financial support for Flandreau’s Sesquicentennial.
 - g. Discussion and approval of classified and certified resignations.
 - h. Discussion and approval of stipends.
 - i. Discussion and approval of supplemental budget.
 - j. Set the school board election date as Tuesday, April 9, 2019.
 - k. Discussion and approval of banking business resolution.
 - l. Approval of open enrollment.
 - m. Executive session – SDCL 1-25-2 (1)
 - n. Discussion and approval of new hire.
 - o. Approval of Superintendent’s contract.
 - p. Adjournment.

• NOTE: Members of the public who desire to address the board on items of interest or concern that do not appear on the agenda 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. If you have thoughts to share about items that are included as topics for tonight’s meeting, we would invite those comments when we reach that point in the meeting.

Flandreau Public Student Performance Data 2017-2018

Numbers indicate percentage of students that met or exceeded the expectations on state assessment. Subpopulations noted have a minimum of 10 students per category per school.

DISTRICT OVERVIEW

	ELA	Math	Science
State	55	47	40
District	53	47	44
State (Grades 3-5)	52	48	46
Flandreau Elementary	46	41	47
State (Grades 6-8)	55	46	46
Flandreau Middle School	52	45	48
State (Grade 11)	65	41	46
Flandreau High School	91	34	34

FLANDREAU ELEMENTARY

School Totals	ELA District	ELA State	MATH District	MATH State	SCIENCE District	SCIENCE State
All Students	46	52	41	48	47	46
Female	44	58	32	46	50	43
Male	47	48	48	50	44	49
American Indian/Alaska Native	32	21	20	12	50	29
White/Caucasian	54	60	57	48	58	53
Economically Disadvantaged	29	35	18	25	30	30
English Learners	20	17	20	16	33	8
Students with Disabilities	11	18	32	13	20	17

Grade Level Totals	Number of Students	ELA District	ELA State	MATH District	MATH State
Grade 3	51	49	50	51	53
Grade 4	54	30	49	31	47
Grade 5	63	60	51	34	39

FLANDREAU MIDDLE SCHOOL

School Totals	ELA District	ELA State	MATH District	MATH State	SCIENCE District	SCIENCE State
All Students	52	55	45	46	48	46
Female	61	62	53	48	47	44
Male	44	47	38	44	48	49
American Indian/Alaska Native	34	25	23	15	20	15
White/Caucasian	62	61	64	53	78	53
Economically Disadvantaged	34	38	23	29	25	30
Students with Disabilities	9	15	5	14	14	17

Grade Level Totals	Number of Students	ELA District	ELA State	MATH District	MATH State
Grade 6	49	55	49	49	42
Grade 7	59	46	53	39	45
Grade 8	46	50	53	41	45

FLANDREAU HIGH SCHOOL

School Totals - GRADE 11	ELA District	ELA State	MATH District	MATH State	SCIENCE District	SCIENCE State
All Students	91	65	34	41	34	46
Female	90	72	29	43	34	46
Male	93	59	43	41	29	44
American Indian/Alaska Native	83	38	17	12	17	15
White/Caucasian	95	70	50	46	50	53
Economically Disadvantaged	79	49	21	24	7	30

Grade Level Totals	Number of Students	ELA District	ELA State	MATH District	MATH State
Grade 11	36	91	65	34	41

School Report Card Link - <https://sdschools.sd.gov/#!/home>

Year	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Flandreau ACT Scores	20.5	22.6	21.4	22.2	20.5	22.3	22.5	22.0	19.7	21.0	19.6	18.7	19.8	21.2
SD Average ACT Scores	21.5	19.5	21.9	22.0	22.0	21.9	21.9	22.0	21.9	21.9	21.9	21.9	21.8	21.9
National ACT Scores	20.9	21.1	21.2	21.1	21.1	21.0	21.1	21.1	20.9	21.0	21.0	20.8	21.0	20.8
Number tested							21	16	25	27	27	23	22	30
English - Flandreau							21.7	22.2	18.5	20.4	19.2	17.8	18.7	20.3
English - State							21.0	21.0	20.9	21.0	21.0	20.9	20.7	20.8
Math - Flandreau							22.9	22.3	19.9	20.3	18.5	17.7	18.4	20.8
Math - State							21.8	21.8	21.8	21.8	21.7	21.7	21.5	21.6
Reading - Flandreau							23.7	21.2	20.0	21.0	19.9	20.4	21.7	21.9
Reading - State							22.0	22.1	22.1	22.0	22.4	22.4	22.3	22.4
Science - Flandreau							21.3	22.0	19.7	22.0	19.9	18.6	20.1	21.5
Science - State							22.1	22.0	22.1	22.1	22.1	22.2	22.0	22.2

CELL PHONE POLICY

*To help protect the academic integrity of our classrooms and to promote the importance of maintaining a focus on learning and not on social media or text messages, cellphones must be **turned off*** and kept in backpacks or lockers. Students seen with phones on their person will have their phones confiscated. This includes earbuds and headphones; if they are seen, it will be assumed they are connected to your device, and will be confiscated. Any staff member is allowed to confiscate the item. Students who choose not to turn over their devices either to the person requesting or to the office will be given additional consequences. **Students are allowed to use their devices before school and during lunch.***

- **1st violation**—item is confiscated and student is assigned one (1) hour of detention. Student may pick up phone after school.
- **2nd violation**—item is confiscated and student is assigned one (1) Saturday School. Parent will be required to pick up the phone.
- **3rd violation**—item is confiscated and student is assigned one (1) day of in-school suspension. Parent will be required to pick up the phone.
- **4th violation**—item is confiscated and student is assigned three (3) days of in-school suspension. Parent will be required to pick up the phone.

*Sometimes we accidentally forget to turn off our devices. If it goes off (unintentionally), you will be given one opportunity to quickly turn it off. If it goes off again, or becomes a pattern, the policy will be enforced.

**Parents who need to contact their child/children are welcome to do so through the high school office. Students who need to contact parents may do so in the high school office. A phone is provided in the high school office specifically for student use.

Staff are also expected to avoid using their devices during class time unless approved by Ms. Herzog, and only for academic purposes (i.e. documenting a teaching strategy, an engaging lesson, recording a performance or lesson for student evaluation, exemplar student work, any and all of which is expected to be shared with Ms. Herzog) or emergency type circumstances.

SCHOOL BOARD MEETING

December 10, 2018

The Board of Education of the Flandreau School District No. 50-3, Flandreau, Moody County, South Dakota, met in regular session in the Middle School conference room at 6:00 p.m. Board members Kari Burggraff, Kevin Christenson, Darren Hamilton, Brian Johnson, and Tom Stenger were present. Board member Kelly Kontz was absent. Superintendent Rick Weber, Business Managers Lisa Sanderson and Stacey VanBeek, Principals Nicole Herzog and Jay Swatek were also present.

The Pledge of Allegiance was recited.

12-086.18 Motion by Christenson, seconded by Burggraff to approve the agenda. All voted aye.

Visitors to the meeting: Brenda Wade-Schmidt, Travis Ahrens, Gail Veldkamp, Laura Peters, and Amber Hoffman.

Superintendent's and principals' reports were given.

Open forum – no topics were addressed.

12-087.18 Motion by Hamilton, seconded by Johnson to approve the consent agenda consisting of minutes for the regular meeting on November 12, 2018, and the special meeting on November 26, 2018; the financial reports as of November 30, 2018; the bills in the amount of \$68,601.03 be allowed from General Fund; \$48,934.18 be allowed from Capital Outlay Fund; \$56,005.19 be allowed from Special Education Fund; \$7,700.00 be allowed from Bond Redemption Fund; \$41,806.72 be allowed from Food Service Fund. All voted aye.

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

Superintendent Weber provided the information regarding class offerings and sizes, as requested by the Board at the November 26 special meeting.

12-088.18 Motion by Burggraff, seconded by Johnson to accept the resignation of Xavier Pavlis, paraprofessional/driver, at the end of the semester. All voted aye.

12-089.18 Motion by Johnson, seconded by Burggraff, to approve the following stipends: Family Reading Night at \$50 each – Susan Damm, Amber DeWeerd, Ashley Hansen; Saturday School at \$600 – Beth Kayner. All voted aye.

Superintendent Weber discussed the suggested changes to policies 5230 Health Examinations, 5231 Employee Communicable Diseases, and 5232 Employee Communicable Disease Guidelines. As there was no opposition, the changes will be made to the policies.

12-090.18 Motion by Hemmer, seconded by Christenson authorizing an executive session of the Board in accordance with SDCL 1-25-2 regarding (1) personnel. All voted aye. The Board thereupon went into executive session at 6:16 p.m. All matters having been considered, President Stenger declared the executive session over. The Board resumed in open session at 6:40 p.m.

12-091.18 Motion by Burggraff, seconded by Christenson to approve the contract of Kali Ahlers, Behavioralist/Counselor at \$28,665.00 (prorated for 2018-19). All voted aye.

Gross salaries for November is as follows: Instruction \$195,813.96; Support Services \$78,751.72; Co-curricular \$3,870.00; Social Security \$19,976.57; Retirement \$15,984.88; Insurance \$24,627.85. Special Education Fund: Instruction \$48,887.43; Support Services \$22,104.00; Social Security \$5,074.58; Retirement \$4,034.95; Insurance \$6,576.49. Food Service Fund: Salaries \$2,282.88; Social Security \$165.69; Retirement \$131.81; Insurance \$506.03.

There being no further business, the meeting was declared adjourned by President Stenger at 6:42 p.m.

Tom Stenger, President

Lisa Sanderson, Business Manager

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 December 31, 2018

	<u>General Fund</u>	<u>Capital Outlay Fund</u>	<u>Special Education Fund</u>	<u>Pension Fund</u>	<u>Impact Aid Fund</u>	<u>Bond Redemp. Fund</u>	<u>Food Service Fund</u>	<u>Enterprise Fund (DE)</u>	<u>Trust and Agency Fund</u>
Balance forward:	1,186,709.47	746,858.05	(32,017.94)	38,402.33	620,918.36	178,510.69	149,977.15	5,996.86	528,242.78
Local Sources:									
Taxes	72,140.07								
Interest	1,966.57	85,752.11		11.05		15,490.80			
Co-Curricular	2,103.00	1,240.00		62.97	1,031.73	295.47	247.03		
Misc	75.00						148.50		
Meals/milk							15,709.39		
Student Activities									62,020.80
Intermediate Sources:									
County Apportionment									7,862.85
State Sources:									
State Aid	240,367.00								22,552.00
Other	2,264.40								
Federal Sources:									
Grants	2,380.23								15,650.94
Total Revenue:									
	329,159.12	86,992.11	83,792.18	74.02	101,284.50	15,786.27	39,137.35	-	62,020.80
Total Available:									
	1,515,868.59	833,850.16	51,774.24	38,476.35	722,202.86	194,296.96	189,114.50	5,996.86	590,263.58
Disbursements:									
	(408,154.90)	(48,934.18)	(139,132.97)			(7,700.00)	(44,588.30)		(65,945.57)
Balance on hand 12-31-18									
	1,107,713.69	784,915.98	(87,358.73)	38,476.35	722,202.86	186,596.96	144,526.20	5,996.86	524,318.01

TRUST AND AGENCY FUND
FINANCIAL REPORT
MONTH ENDING December 31, 2018

ACCOUNTS	BEGINNING BALANCE	DISBURSEMENTS DURING MONTH	RECEIVED DURING MONTH	END OF MONTH TOTAL
CHEERLEADER CLUB	2,943.79	-	-	2,943.79
CLASS OF 2018	320.18	50.00	-	270.18
CLASS OF 2019	3,376.41	-	-	3,376.41
CLASS OF 2020	(402.79)	328.91	4,184.27	3,452.57
COMMUNITY REWARDS	16,158.25	191.23	70.00	16,037.02
EDUCATION FOUNDATION	-	-	-	-
ELEMENTARY ACTIVITY	7,365.41	340.00	-	7,025.41
ELEMENTARY WEEKEND FUEL	4,449.88	1,114.01	175.67	3,511.54
FLEX PROGRAM	9,508.56	6,392.65	2,740.03	5,855.94
FFA	12,320.81	9,222.36	2,574.00	5,672.45
FFA LAND PLOT	-	-	-	-
IMPREST	2,548.21	1,308.80	1,451.79	2,691.20
MIDDLE SCHOOL ACTIVITY	5,942.84	75.00	-	5,867.84
NATIONAL HONOR SOCIETY	167.04	-	-	167.04
PAYROLL WITHHOLDING	21,959.13	46,397.59	46,730.61	22,292.15
REVOLVING ACCOUNT	-	-	-	-
SCHOLARSHIP - BECHEN	11,907.01	-	-	11,907.01
SCHOLARSHIP - EVANS	-	-	-	-
SCHOLARSHIP - FFA LAND	83,502.50	-	-	83,502.50
SCHOLARSHIP - FULLER	6,622.38	-	-	6,622.38
SCHOLARSHIP - GENERAL	16,277.76	-	-	16,277.76
SCHOLARSHIP - JELLIFE	6,071.11	-	-	6,071.11
SCHOLARSHIP - DAKOTALAYERS	5,552.73	-	-	5,552.73
SCHOLARSHIP - LEE	202,176.71	-	2,860.00	205,036.71
SCHOLARSHIP - MASONIC	20,266.56	-	-	20,266.56
SCHOLARSHIP - RICE	6,071.11	-	-	6,071.11
SCHOLARSHIP - RUSCH	72,913.83	-	-	72,913.83
SCHOLARSHIP - WITTERN	6,158.34	-	-	6,158.34
SCHOLARSHIP - HURSEY	-	-	-	-
SCHOLARSHIP - JONES	-	-	1,000.00	1,000.00
SCHOLARSHIPS - SUTTON/ACKERMAN	500.00	-	-	500.00
SCHOOL EMP. CONTRIBUTIONS	1,938.27	256.26	-	1,682.01
SMOOTHIE SHOP (LIFESKILLS)	115.69	-	-	115.69
STUDENT BODY ACCOUNT - HS	1,383.30	268.76	23.43	1,137.97
STUDENT COUNCIL - HS	(210.73)	-	211.00	0.27
TITLE VI STUDENT FUNDRAISING	(34.26)	-	-	(34.26)
TITLE VI UNITED WAY (AFTER SCH GRANT)	372.75	-	-	372.75
TOURNAMENT PLAYOFFS	-	-	-	-
TOTALS	528,242.78	65,945.57	62,020.80	524,318.01

BILL LISTING - January 14, 2019

GENERAL FUND:

A-Ox Welding Supply	Supplies	95.95	
Arrowwood Resort & Conf Center	Lodging	101.95	
AVERA Flandreau Hospital	Services	92.00	
AVERA Health Plans	FLEX services	121.25	
Batteries + Bulbs	Supplies	20.48	
Baymont Inn & Suites	Lodging	451.94	
Bloemendaal, Ashley	Backgrd ck	43.25	
BMO	Supplies, memorial	124.27	
Booster Shopper	Advertising	30.00	
Boysen Insurance Services	Notary bond	50.00	
Buhl's	Services	138.72	
Cabana Banners	Banner shipping	25.00	
City of Flandreau	Utilities, SRO services	16,120.58	
Daktronics	Supplies	33.00	
Days Inn	Lodging	342.00	
Dowdeu, Vanessa	Backgrd ck	43.25	
Elite Business Systems	Copier maint	24.16	
Ekern Home Equipement, Inc.	Repairs	76.00	
Eng Services	Removal	2,530.00	
Farmers Implement & Irrigation	Supplies	40.15	
Flandreau Building Center	Supplies	373.73	
Fun and Function LLC	Supplies	103.91	
G and R Controls, Inc	Repairs	785.00	
Grainger	Supplies	267.33	
Graves Solutions	Remote support	180.00	
Greg's Welding	Welding	115.00	
Green Eggs and RAM	Printer cartridges	4,429.22	
Harlow's School Bus Service	Services	20,679.26	
Hemmer, Jamie	Mileage	63.00	
Innovative Office Solutions	Supplies	47.21	
Jaymar Business Forms	Supplies	212.86	
JCL Solutions	Supplies	1,992.28	
Johanson, Robert	Backgrd ck	43.25	
Johnson, Brian	Mileage	41.58	
JW Pepper	Music	37.99	
Kontz, Kelly	Mileage	151.20	
LeBrun, Tricia	Mileage	5.88	
Lunchtime Solutions	FFVP services (2 mths)	3,059.23	
Maynards	Supplies	326.31	
Menards	Supplies	78.68	
MidAmerican Energy	Utilities	2,321.09	
Moody County Enterprise	Ads, legals, stamper	283.42	
Office Peeps	Copier maint	883.39	
One Office Solution	Filing cabinets	419.90	
Petty Cash	Postage	28.71	
Playscripts	Scripts/royalties	232.77	
Popplers Music Inc	Supplies	332.90	
Powers Oil Company	Gasoline	442.84	
Prairie Lakes Educational Coop	Services	67.16	
RDC Professional Services	PVC internet	64.95	
River's Edge Coop	Fuel	22.32	
Rudy's Welding	Cylinders	101.00	
South Dakota Department of Revenue	License plates	56.75	
South Dakota State University	Registration	60.00	
Sparkle Car Wash	Car washes	2.66	
Stenger, Tom	Mileage	15.12	
Sturdevant's Auto Parts	Supplies	22.64	
Trust and Agency - Imprest			
Howard School District	WR entry fee	100.00	
Joshua Frey	BB official	140.00	
Chris Long	BB official	165.20	
McCook Central School	WR entry fee	100.00	
Sioux Valley School	WR entry fee	100.00	
Patrick Spellmeyer	BB official	140.00	
Paul Ortman	BB official	140.00	
Aaron VanDeBerg	BB official	182.00	
Darin VanDeBerg	BB official	140.00	
Secretary of State	Notary fee	30.00	
Walmart	Supplies	45.49	
Walmart	Supplies	26.11	1,308.80
Verizon	Telephone services		96.46
Walmart	Supplies		105.17
Zabel Steel	Supplies		366.13

TOTAL GENERAL FUND

60,731.05

CAPITAL OUTLAY FUND:

Amazon	Library books	326.64
Bound to Stay Bound	Library books	253.25
Connecting Point	Wireless routers, upgrade	20,743.72
Follett	Library books	126.43
Graphic Edge	GBB shooting shirts	768.48
Johnson Controls	Maint agreement	306.00
Riddell	Football helmets	3,052.70
Scholastic Book Fairs	Library books	108.90
Teacher Synergy	Software	96.60
X-Grain Sportswear	Golf pullovers	700.00
		<hr/>
	TOTAL CAPITAL OUTLAY FUND	26,482.72

SPECIAL EDUCATION FUND:

Amazon	Speech therapy supplies	52.85
Provider	Services	7,000.00
Casey's	Gas	104.60
Provider	Services	7,826.70
Provider	Services	805.07
Goodcare LLC	Services	4,488.21
Krulls Garage	Repairs	83.84
Provider	Services	32,270.00
Lutheran Social Services	Interpreter	67.50
Provider	Services	3,406.92
Nord, Richard	Bus wash	38.34
Petty Cash	Lifeskill Funds	44.99
Powers Oil Company	Gasoline (2 months)	2,022.46
Prairie Lakes Educational Coop	Services	4,503.33
Provider	Services	5,472.07
Therapro	Supplies	44.36
Verizon Wireless	Telephone services	108.18
Provider	Services	907.80
		<hr/>
	TOTAL SPECIAL EDUCATION FUND	69,247.22

FOOD SERVICE FUND:

Lunchtime Solutions Inc	Services	30,116.09
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	TOTAL FOOD SERVICE FUND	30,116.09

FLANDREAU SCHOOL DISTRICT TRANSPORTATION REPORT

Month: Dec-18
 Days in Session: 15

Bus No	Begin Month	End Month	Total Miles	Other Miles	Activity Miles Bus	Activity Miles Van	Actual Route Miles	Miles Per Day
64	7-13-77	7-24-86	1109	100	115		894	70
76	6-65-36	6-74-46	910	180	130		600	80
66	3-79-62	3-88-26	864				864	80
3	10-16-1	1-15-72	1411	90	294		1027	82
62	8-79-00	8-90-35	1135				1135	80
11	2-88-61	2-93-59	498		232		266	
24	5-37-35	5-37-94	59				59	
75	1-13-58	1-13-58	0					

Fuel Contract Price: \$ 2.00
 (Add or deduct \$.01 per mile for each \$.05 increase or decrease per gallon.)
 Current Fuel Price: \$2.96
 Bus Routes \$/mile: \$ 3.06
 Activity Bus \$/mile: \$ 2.61
 Van \$/mile: \$ 2.28
 M-B Route
 Route Charge: \$ 17,992.80
 Activity Charge \$ 2,686.46
 Other: MB Route
 Total: \$ 20,679.26

ACTIVITY TRIPS

392x15=5880x3.06=17,992.80

Bus No.	Date	Destination	Purpose	Bus Miles	Van Miles	Bus Cost	Van Cost	Layover Time	Layover Cost	Total Cost	Budget Item
3	4-Dec	Chester	JHBBB	55		143.55		2	28.70	172.25	610
64	7-Dec	Chester	JVBBB	55		143.55		6	86.10	229.65	610/620
3	7-Dec	Chester	GBB/BBB	55		143.55		5	71.75	215.33	610/620
76	10-Dec	Clear Lake	JH GBB	130		339.30		3	43.05	382.35	620
76	11-Dec	Manor	5/6 Choir	In Town		25.00		1.5	21.51	46.51	690
76	13-Dec	Manor/Edge	Elem Choir	In Town		25.00		2.5	35.85	60.85	1111
11	13-Dec	Beresford	JV GB/BB	154		401.94		7.5	107.55	509.49	610/620
3	13-Dec	Beresford	GBB/BBB	154		401.94		5.5	78.93	480.87	610/620
11	15-Dec	White	JH GBB	78		203.58		3	43.05	246.63	620
3	15-Dec	Colman	GBB	30		78.30		4.5	64.58	142.88	620
64	29-Dec	Brookings	BBB	60		156.60		3	43.05	199.65	610
TOTAL										\$ 2,686.46	

MAP testing

Here is a description of what we are looking for from NWEA professional development.

Day 1

Applying Reports Essential Reports for Teachers (half day) Access, interpret, and apply key MAP Growth reports used by teachers and instructional coaches. Meet individual students' needs by identifying targeted instructional groups based on MAP Growth goal area data. Boost differentiation efforts by connecting groups of students to skills in the learning continuum.

Essential Reports for Primary Teachers (half day) Access, interpret, and apply key MAP Growth K–2 reports used by teachers and instructional coaches. Identify which assessments and reports to use for status, growth, and diagnostic data. Boost differentiation efforts by connecting groups of students to skills in the learning continuum.

Essential Reports for Administrators (half day) Access, interpret, and apply key MAP Growth reports used by school and district administrators. Develop and nurture a culture of using data regularly to inform decisions. Use MAP Growth data to make decisions that inform school improvement planning and resource allocation.

Day 2

Informing Instruction Differentiating Instruction (half day) Build a shared understanding of differentiated instruction. Use MAP Growth reports to gauge student readiness. Identify instructional resources you can use to target diverse learning needs.

Instructional Ladders (half day) Design tiered, responsive instructional plans by integrating standards, MAP Growth data, and local curriculum. Engage with topics of interest, such as formative assessment or flexible grouping, to deepen your understanding of instructional planning.

SCHOOL RESOURCE OFFICER AGREEMENT

WHEREAS, the South Dakota Codified Laws, Chapter 1-24 as amended (the Joint Powers Act) provides that public agencies, by agreement entered into through actions of their governing body, may jointly or cooperatively exercise powers which the public agencies are authorized to exercise, and

WHEREAS, public agencies may enter into an Agreement with one or more public agencies in joint or cooperative action pursuant to the Joint Powers Act, including the creation of a separate entity to carry out the purpose of the Agreement.

WHEREAS, The City of Flandreau and the Flandreau School District desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the SRO in the School District. Therefore, the City and School District agree as follows:

WHEREAS, the Flandreau Police Department has general jurisdiction with the City of Flandreau, including the Flandreau School District campuses and adjoining streets and highways; and

This Agreement is made by and between the City of Flandreau, South Dakota and Flandreau School District 50-3 as follows:

1. The City of Flandreau (hereinafter the "City"), agrees to provide and manage a School Resource Officer (hereinafter the "SRO") Program for Flandreau School District 50-3, (hereinafter the "School District"). This program shall consist of one (1) full-time School Resource Officer. The School District agrees to pay the City Seventy-Five Percent (75.00%) for the annual compensation of the SRO.
2. The Flandreau Police Department shall provide one (1) certified law enforcement officer to be assigned specifically to the Flandreau School District to engage in general law enforcement activities. The Police Department and the School District agrees that said Officer, in case of serious civil disturbance or emergency, may be dispatched or required to report to some other area and said reporting shall only last as long as necessary in the judgement of the Chief of Police.
3. All Police Officers assigned pursuant to the contract shall be sworn Officers with the Flandreau Police Department, be certified to meet the minimum standards of training for a law enforcement officer as provided by the statute of the South Dakota Commission of Law Enforcement Officers Standards and Training, and shall be subject to other training as deemed appropriate by the Chief of Police. At all times said Police Officer shall be subject to and obey the standards and procedures as set forth by the City of Flandreau and the Flandreau Police Department.

4. The Police Officer assigned according to the Agreement shall keep accurate reports and follow the normal reporting methods of the Flandreau Police Department.
5. This Agreement shall be for a period of one (1) year. Any party may terminate this agreement at the expiration of six months' notice given to the other parties. Each party shall give 90 days' notice to terminate this Agreement for any reason and this Agreement shall remain in full force and effect during the time period after a party gives notice to terminate. This Agreement will not automatically renew.
6. Notices under this agreement shall be sent to the following parties:

For Flandreau School District:
Superintendent Rick Weber
600 West Community Drive
Flandreau, SD 570289

For the City of Flandreau:
Police Chief Zach Weber
200 N. Crescent Street
Flandreau, SD 57028

7. The Police Department shall provide one (1) officer who shall work approximately forty (40) hours per week, focusing upon the hours of 7:45 a.m. to 3:45 p.m. but times and days may vary as required.
8. It is understood that no coverage will be provided, other than citywide police coverage on the holidays that are observed by the School District. It is also understood that no coverage will be provided other than citywide police coverage, from after the conclusion of spring classes to one week prior to the start of fall classes, unless otherwise requested by the School District.
9. Compensation shall be paid monthly by the School District to the City. The city will invoice the school monthly for the payment.
10. The City shall purchase and/or maintain in full force and effect during the term of this Agreement a general comprehensive liability insurance policy with coverage in the amount of not less than one million dollars (\$1,000,000) for any acts or omissions that occur or claims that arise during the term of this Agreement. The City agrees to hold the School District, its agents and employees free, harmless and indemnified from and against any and all claims, suits or causes of action arising from or in any way out of the performance of the duties of the SRO or from the SRO Program.
11. The School District agrees to provide all information to the Police Department requests that is needed, that is not specifically prohibited by FERPA (20 U.S.C.

1232 et. seq.) in the course of the Police Department's regular job duties. The parties agree that the Flandreau Central School District may supply demographic and contact information to the City as such information is not covered by FERPA.

In witness thereof, the parties hereto have caused this Agreement to be signed by their duly authorized officers:

Mark Bonrud, Mayor
City of Flandreau

Date

Jeff Pederson, City Administrator
City of Flandreau

Date

Tom Stenger, Board President
Flandreau School District 50-3

Date

Rick Weber, Superintendent
Flandreau School District 50-3

Date

SCHOOL RESOURCE OFFICER (SRO)

QUALIFICATIONS:

1. Certified as a law enforcement officer in the State of South Dakota in accordance with Chapter 23-3 of the South Dakota Compiled Laws.
2. Attend and complete 40 hours of School Resource Officer training.
3. Educational experience shall not be a pre-requisite for SRO duties, but experience in the field of education shall be preferred.
4. Such alternatives to the above qualifications as the board may find appropriate and acceptable.

REPORTS TO: Building principals and superintendent for school relate issues
Flandreau Police Department for law related issues

PRIMARY FUNCTION: The School Resource Officer (SRO) shall be based out of the Flandreau High School and act in matters of security and law related issues. The SRO will act as the liaison between the school district and local law enforcement. At the principals' request, the SRO will also act as a school official in the matters of supervising students and enforcing school district policies, in accordance with SDCL 13-32-1. Should a school policy violation become a criminal investigation, the SRO will respect the rights of students and follow the districts procedures as established in the Flandreau Public School policy manual.

A. ESSENTIAL SKILLS:

1. Establish and maintain an appropriate working relationship with students, staff and community members.
2. Serve as a resource and consultant to staff relative to security and law related issues.
3. Maintain the Emergency Management Plan for the school district.
4. Investigate crimes committed on school property.
5. Keep the peace in accordance with SDCL 13-32-6.
6. Educate staff and students on law related topics.
7. Work with building principals to investigate and enforce matters concerning possible violations of school policy.

B. OTHER SKILLS/DUTIES:

1. Conduct school security audits
2. Provide students with guidance in law related issues.
3. Report to parents, school personnel, physicians, clinics, and other agencies on school law related matters.
4. Work with school personnel on matters of school attendance.
5. Supervise after-school activities at the request of the building principal.
6. Prepare and submit reports for the superintendent and the Chief of Police.
7. Advise teachers on current law related matters, particularly regarding school security.
8. Attend committee meetings and conferences regarding law related topics and curriculum.
9. Educate students and staff on issues such as: Stranger-Danger, gang awareness, school violence/bullying, dangers of alcohol & substance abuse, internet safety, bicycle safety, etc.
10. Other duties as assigned by the FPS administration.

C. BENEFITS

1. Salary and work year to be established by the Flandreau Police Department and Flandreau Public Schools.

EVALUATION: The job performance will be evaluated by the Flandreau Police Department.

2019-2020 School Event Calendar

July 2019						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
	7	8	9	10	11	12
	13	14	15	16	17	18
	19	20	21	22	23	24
	25	26	27	28	29	30
	31					

July						
4	Independence Day					

August 2019						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
	7	8	9	10	11	12
	13	14	15	16	17	18
	19	20	21	22	23	24
	25	26	27	28	29	30
	31					

August						
20	Staff In-Service					
21	First Day of School - 1:30 pm dismissal					

September 2019						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

September						
2	No School = Labor Day					

October 2019						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
	7	8	9	10	11	12
	13	14	15	16	17	18
	19	20	21	22	23	24
	25	26	27	28	29	30
	31					

October						
10	2:30 pm dismissal					
10	Parent-Teacher Conferences: 4:00 - 8:30 pm					
11	No School = Conferences					
11	Parent-Teacher Conferences: 7:30 - 10:00 am					
14	No School = Native American Day					
18	End of 1st nine weeks = 42 days					

November 2019						
Su	M	Tu	W	Th	F	Sa
					1	2
	3	4	5	6	7	8
	9	10	11	12	13	14
	15	16	17	18	19	20
	21	22	23	24	25	26
	27	28	29	30		

November						
27	No School					
28	Thanksgiving					
29	No School					

December 2019						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

December						
20	1:30 pm dismissal					
20	End of 2nd nine weeks/1st sem = 42/84 days					
23-31	No School					
25	Christmas Day					

January 2020						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
	7	8	9	10	11	12
	13	14	15	16	17	18
	19	20	21	22	23	24
	25	26	27	28	29	30
	31					

January						
1	No School = New Year's Day					
2-3	No School					
6	School resumes					
20	Martin Luther King Jr. Day					

February 2020						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
	7	8	9	10	11	12
	13	14	15	16	17	18
	19	20	21	22	23	24
	25	26	27	28	29	

February						
13	2:30 pm dismissal					
13	Parent-Teacher Conferences: 4:00 - 8:30 pm					
14	No School = Conferences					
14	Parent-Teacher Conferences: 7:30 - 10:00 am					
28	No School					

March 2020						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

March						
6	End of 3rd nine weeks = 45 days					
19-20	No School					

April 2020						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
	7	8	9	10	11	12
	13	14	15	16	17	18
	19	20	21	22	23	24
	25	26	27	28	29	30

April						
10	No School					
12	Easter					
13	No School					

May 2020						
Su	M	Tu	W	Th	F	Sa
					1	2
	3	4	5	6	7	8
	9	10	11	12	13	14
	15	16	17	18	19	20
	21	22	23	24	25	26
	27	28	29	30	31	

MAY						
16	Graduation = 2:00 pm					
19	1:30 pm dismissal					
19	End of 4th nine weeks/2nd sem = 46/91/75 days					
25	Memorial Day					
****	All make-up days will be on weekdays					
****	following May 19, 2020 excluding May 25, 2020					

June 2020						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
	7	8	9	10	11	12
	13	14	15	16	17	18
	19	20	21	22	23	24
	25	26	27	28	29	30

June						
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CONSULTING AGREEMENT

This Agreement is made and effective as of this _____ day of _____, 2018, by and between **Dakota Academic Consulting, Inc.** (“Consultant”) with its office located at P. O. Box 1720, Sioux Falls, South Dakota, 57101, and the Flandreau Public School District (“Client”), having its principal place of business at 600 West Community Drive, Flandreau, SD 57028.

RECITALS

Client wishes to contract with Consultant for Consultant’s services in the process of making applications for E-Rate funds. Consultant is willing and qualified to perform such services.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

1. Duration

Consultant will provide consultant services with respect to making application to the Schools and Libraries Division (“SLD”) of Universal Service Administrative Company (“USAC”) for Universal Service Fund discounts for educational facilities affiliated with Client for SLD Funding Year 2019.

2. Compensation and Reimbursement

In consideration of Consultants’ Agreement to provide such Consultant services, Client agrees to pay Consultant a lump sum. This Agreement begins with Funding Year 2019. The fee for Funding Year 2019 is \$3,300.00. Client will pay the lump sum for Consultant completing all forms necessary in the initial process of obtaining E-Rate funds which will be billed by Consultant to Client when the Consulting Agreement is signed by both parties.

Payment by Client shall be 30 (thirty) days from the date of receipt by Client of Consultants’ invoice setting forth the total effort expended by Consultant. Fees outstanding after 60 (sixty) days will incur interest at the annual rate of 12% (twelve percent) compounded monthly.

3. The Services and Responsibilities of the Parties

In consideration for said payment, Consultant agrees to perform to the best of its abilities and to exhibit due diligence in the conduct of said services. Consultant makes no representations or promises to Client with respect to the success of any discount application, which may be submitted, with Consultants’ assistance, by or on behalf of Client or any affiliated entity, or with respect to the amount of any discount, which Client or any affiliated entity may be entitled to

receive. Consultant assumes no liability for damages, either direct or consequential as a result of services provided pursuant to this Agreement. Client acknowledges full responsibility for verifying the accuracy of any information entered on any application or other document submitted for purposes of obtaining Universal Service Fund discounts, and further acknowledges full responsibility for all certifications and representations required by such application process.

4. Assignability

Consultant may not assign this Agreement, or its rights hereunder or delegate its duties or obligations hereunder, in whole or in part, by operation of law or otherwise, without the prior written consent of Client; provided that Consultant may assign this contract upon written notice to Client, but without Client's consent, to any of the following (each, a "Permitted Transfer"): (i) any franchisor, parent, affiliate (deemed to be any entity which controls, is controlled by, or is under common control with Consultant, with "control" meaning the power to direct the management and policies, directly or indirectly, through the ownership of voting capital stock or other ownership interest) or subsidiary of Consultant; or (ii) any entity resulting from the merger with or consolidation of Consultant into any entity that acquires all of Consultant's assets as a going concern of the business that is conducted.

5. Amendment and Modification

With respect to modification or termination of this Agreement, it may be amended, waived, released, discharged or modified in any respect only be written instrument signed by respective authorized representatives of each Party.

6. Termination

Either party may terminate this Agreement with ten (10) days written notice to the other party, for any reason. If Client terminates this Agreement, then Consultant will invoice Client for work completed on Client's behalf by Consultant up to the date that written notice of termination was received by Consultant.

Should the death of Consultant's two principals occur while services are provided to Client, this Agreement will automatically terminate.

7. Confidentiality

"Confidential Information" includes any and all confidential or proprietary non-public information disclosed by one party to the other pursuant to this Agreement. Failure to mark the Confidential Information shall not be deemed to be a waiver, provided that the Confidential Information, either by the nature of the information or in the form and manner transmitted, is

readily recognizable or may be claimed by a reasonable person to be confidential or proprietary. It is understood that the obligations imposed upon the parties by this Agreement shall not apply to information that at the time of disclosure or thereafter: (i) was generally available to and known by the public, other than as a result of a disclosure by the receiving party or its representatives; (ii) was generally available to the receiving party on a non-confidential basis from a source other than the disclosing party or its representatives, provided that such source was not known to the receiving party to be bound by a confidentiality agreement with the disclosing party; (iii) was already known to the receiving party, as evidenced by its written records; or (iv) was, as evidenced by written records, independently developed by or on behalf of the receiving party by individuals who did not directly or indirectly receive relevant Confidential Information of the disclosing party

Each party agrees that it will disclose the other party's Confidential Information only to such of its employees or affiliates who have a need to know such information in order to carry out such party's responsibilities and only then to employees or affiliates who have been advised of the strictly confidential nature of such Confidential Information and have agreed to accept the same obligation of secrecy to the disclosing party. Without the prior written consent of the disclosing party, neither the receiving party, nor its representatives, will disclose to any third party, except as may be required by law (and then only upon prior notice to the disclosing party), either the fact that a commercial relationship exists, or is under consideration, or any of the terms thereof. If either party is compelled by judicial or governmental request or order to disclose any Confidential Information or that discussions or negotiations between the parties are taking place, it is agreed that such party will provide the other party with prompt written notice of such request, so that the other party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that either party waives compliance with the provisions of this Agreement, each party agrees that it will furnish only that portion of Confidential Information that is legally required and that it will use its best efforts to obtain reliable assurance that a confidential treatment will be accorded to the Confidential Information that is being disclosed

8. Independent Contractors

The Parties hereto are independent contractors. Nothing in this Agreement will create an employee-employer relationship, partnership, joint venture or other agency relationship between the Parties

9. Intellectual Property

Consultant is the owner, licensee or sublicensee of various pre-existing methods, protocols, procedures, software, programs, models and tools, routines and/or other programs, techniques, information, know-how, trade secrets, databases and materials ("Consultant's Materials") that Consultant may use or implement in the performance of this Agreement. Consultant retains all right, title and interest in and to Consultant's Materials. Consequently, Client is not authorized to sell or license any Consultant's Materials or rights thereto to any other person or firm. Furthermore, Consultant shall retain all right, title, and interest in any intellectual property created or developed by Consultant that modifies or improves its Consultant's Materials as a result of providing services under this Agreement.

10. Non-Exclusivity

Nothing in this Agreement is intended or shall be construed to create an exclusive relationship between the parties. This contract shall not restrict either party from providing or receiving similar or like services to or from others.

11. Attorney Fees

In the event legal action is required to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable Attorney's fees and costs.

12. Governing Law

The laws of the State of South Dakota shall govern this Agreement.

13. Notices

Any notice provided for, concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified, or registered mail if sent to the respective address of each party as set forth at the beginning of this agreement.

14. Entire Agreement

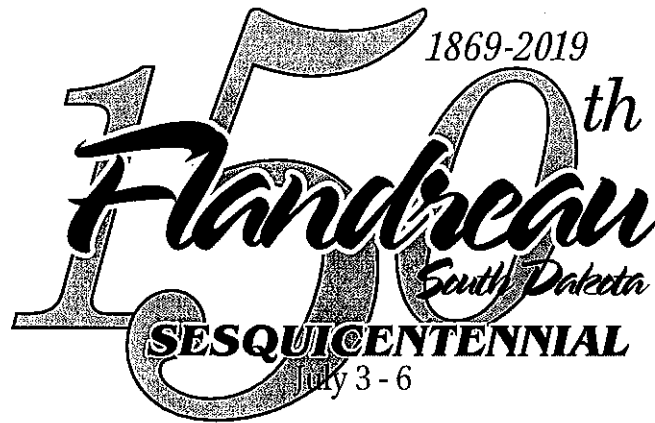
This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written and represent that they are authorized to sign this document.

Flandreau Public School District
BY:

Dakota Academic Consulting
BY:

Bonnie Overweg
Consultant



December 10, 2018

Dear Contributor,

On behalf of the Sesquicentennial committee, we invite you to become a part of this exciting celebration. Flandreau is a great community and this is our opportunity to showcase all there is to offer. The best part will be having a fun time doing it. The committee is working hard planning and organizing events that will be held during next July 3-6, 2019.

We have been meeting with groups and raising money to help offset expenses. To date we are happy to share that the committee has raised well over one half our \$60,000.00 budget thanks to the generosity of the City of Flandreau, Avera, First National Bank, Flandreau Development Corporation, and the Booster. We have several other requests that have been made but are currently awaiting a response. Our goal is to provide all activities at "no charge" if possible.

We are sponsoring a community and all school reunion parade, food/exhibit vendor area, inflatable entertainment park with close to 20 activities for young and old, community breakfast, petting zoo, meet and greet with superheroes, scavenger hunt, walk/run plus several more events in the planning stages. In addition, there will be several Sesquicentennial items for purchase.

Today we are asking you for your financial support to help us meet our goal to offset expenses. For your contribution, you will be recognized in our promotional material. We ask that contributions be remitted by 2-1-19. Thank you for your thoughtful consideration.

Checks can be made payable to the Sesquicentennial Committee and remitted to the City of Flandreau at 1005 W. Elm Ave., Flandreau, SD 57028.

Sincerely,

Sesquicentennial Committee Members

Dan Sutton, Nancy Carlsrud, Dale Johnson, Linnea Janssen, Jessica Hovland, Nancy Buck, David Kills-a-Hundred, Rick Weber, John & Ro Bechen, Les & Libby Heinemann, Ron Smith, Marty Skroch, Roxee Johnson & Bruce Porisch.

1005 W. Elm Avenue, Flandreau, SD 57028 • (605) 997-2492

1/14/2019

Stipend acknowledgements:

Family Reading Night

Elisabetta Giomo-James \$ 50

Fall Student teaching/Level III supervisory

Elizabeth Beall \$ 250

Laura Peters \$ 250

Mentor - local program

Amanda Ahrens 300

Brian Relf 150

Brooke Albertson 300

Danielle Geigle 300

Elizabeth Beall 300

Jay Swatek 300

Nikki Herzog 150

Sarah Zach 300

Corporate Authorization Resolution

FIRST NATIONAL BANK

By: FLANDREAU PUBLIC SCHOOL DISTRICT

PO BOX 5186
SIOUX FALLS SD 57117-5186

600 W COMMUNITY DR
FLANDREAU SD 57028-1060

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, STACEY A VANBEEK, certify that I am Secretary (clerk) of the above named corporation organized under the laws of SOUTH DAKOTA, Federal Employer I.D. Number 46-6002593, engaged in business under the trade name of FLANDREAU PUBLIC SCHOOL DISTRICT, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on 01/14/2019 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Agents. Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. STACEY A VANBEEK, BUSINESS MGR	X <u>Stacey A VanBEEK</u>	X _____
B. THOMAS STENGER, PRES	X _____	X _____
C. _____	X _____	X _____
D. _____	X _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

Marlys Arneson

Powers Granted. (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
_____	(1) Exercise all of the powers listed in this resolution.	_____
A _____	(2) Open any deposit or share account(s) in the name of the Corporation.	ONE _____
A,B _____	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	ONE _____
A;B _____	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
_____	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
_____	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
A,B _____	(7) Other: 2 SIGNATURES REQUIRED ONLY FOR DDA 500116	_____

Limitations on Powers. The following are the Corporation's express limitations on the powers granted under this resolution.

The Bank will not honor any additional limitations.

Resolutions

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.

- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Pennsylvania. The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

Effect on Previous Resolutions. This resolution supersedes resolution dated _____ ANY PREVIOUS . If not completed, all resolutions remain in effect.

Certification of Authority

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Corporation is a non-profit corporation.

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on _____ (date).

Stacey A VanBaek
Secretary

Attest by One Other Officer

For Financial Institution Use Only

Acknowledged and received on _____ (date) by _____ (initials)
 This resolution is superseded by resolution dated _____

Comments: