

EMPLOYMENT CONTRACT

This Agreement, is made this 20 day of March, 2024, between MANCHESTER TOWNSHIP BOARD OF EDUCATION in Ocean County (hereinafter “the Board”) with offices located at 121 Route 539, Whiting, New Jersey and DIANE PEDROZA (hereinafter “the Superintendent”)

PREAMBLE WITNESSETH

THIS EMPLOYMENT CONTRACT replaces and supersedes all prior Employment Contracts between the parties hereto. Signature of this Contract constitutes assent to a rescission of any and all prior contracts, as well as agreement to the terms herein;

WHEREAS, the Board desires to employ the Superintendent as the Chief Education Officer of the school district; and,

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and,

WHEREAS, the Board and the Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools; and,

WHEREAS, the Superintendent is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by *N.J.S.A. 18A:17-17*;

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

ARTICLE I
EMPLOYMENT

The Board hereby agrees to employ Ms. Diane Pedroza as Superintendent of Schools for the period from July 1, 2024, through 11:59 p.m. June 30, 2029.

ARTICLE II
CERTIFICATION

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement, which shall be filed in the personnel office.

ARTICLE III
DUTIES

In consideration of the employment, salary and fringe benefits established hereby, the Superintendent hereby agrees to the following:

- a. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract, (attached as Exhibit A).
- b. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should the

Superintendent choose to engage in such outside activities on weekends, on her vacation time, or at other times when she is not required to be present in the district, she shall retain any honoraria paid. The Superintendent shall notify the Board President in the event she is going to be away from the district-on-district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require her to work long and irregular hours, and occasionally may require that she attend to district business outside of the district.

- c. To assume the responsibilities for the selection, recommendation of appointment, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with *N.J.S.A. 18A:27-4.1*.
- d. To non-renew personnel pursuant to *N.J.S.A. 18A:27-4.1*, and to provide a written statement of reasons for non-renewal upon proper request to the employee.
- e. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to her. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out her duties.
- f. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional

programs. All duties and responsibilities therein will be performed and discharged by the Superintendent, or by staff, at the Superintendent's direction.

- g. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Superintendent notifying her that her employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district. Where the Superintendent has received a *Rice* notice and has opted to have the discussion in executive session, she shall have the right to address the board in executive session and bring an attorney to represent her.
- h. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the school district.
- i. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.
- j. The Board shall not substantially increase the duties of the Superintendent by assigning her the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties, the additional compensation is reflected in an addendum to this Employment

Agreement, and such addendum has been approved by the Executive County Superintendent.

The Board shall acknowledge that the administration and the day-to-day operation of the district falls within the legislatively designated authority of the superintendent. The Board further acknowledges that the Board's legislatively designated role is to ensure that administrative authority is exercised consistently with the laws of the state as well as the duly adopted policies of the Board such that no exercise of administrative authority can be fairly characterized as arbitrary, capricious, or unreasonable.

ARTICLE IV

SALARY AND BENEFITS

A. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract.

1. Salary. The Board shall provide the following salary as part of the Superintendent's compensation:

- a. Initial Salary. The Board shall pay the Superintendent an annual salary of \$200,850 dollars 2024-25 school year. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.
- b. The Board and the Superintendent have agreed that the Superintendent shall receive minimum salary increases of 3% annually. In the event that the Board and the Superintendent agree that a salary increase should exceed the above percentage

increase, then the parties agree and acknowledge that such salary increase must be reviewed and approved by the Executive County Superintendent.

2. No Reduction in Salary/Compensation. During the term of this Employment Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.
3. Sick leave. The Superintendent shall receive 14 sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A.
 - a. Supplemental compensation from accrued but unused sick leave shall not exceed \$15,000.00 unless;
 - b. Such compensation shall be payable only at the time of retirement from a state or locally administered retirement system and shall be based on accrued but unused sick leave credited on the date of retirement. Any payment due under this section shall be made to the Superintendent within 60 days of the termination of her employment. Accumulated unused sick leave compensation shall not be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement.
5. Vacation Leave:
 - a. The Superintendent shall be entitled to an annual vacation of 25 working days per year, prorated. All of the vacation days shall be available for the Superintendent's use on July 1st of each year of the Contract.
 - b. The Superintendent shall take her vacation time after giving the Board President reasonable notice. School vacations do constitute time off for the

Superintendent unless she uses her leave time. The Superintendent may take vacation days during the school year, upon notice to the Board President. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent shall document the use of accrued vacation days with the Board Secretary.

- c. The Board encourages the Superintendent to take her full vacation allotment each year; however, not more than 25 days vacation days may be carried over by the Superintendent from year to year. All days carried over must be used in the next year, or those days not taken will be forfeited.
- d. Vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the board until, pursuant to a plan established by the board and the Superintendent, the leave is used, or the Superintendent is compensated for that leave.
- e. Upon separation from employment, the Superintendent shall be paid for her unused, accumulated vacation days. The per diem rate for unused vacation days shall be calculated as $1/260^{\text{th}}$ of the Superintendent's final salary. The Board shall make any such payment within thirty (30) days after the Superintendent's last day of employment. In the event of the Superintendent's death, payment for her unused accumulated vacation days shall be made to her estate.

6. Holiday Leave. The Superintendent shall be entitled to all holidays granted to other administrators in the district.
7. Personal Leave. The Superintendent shall be entitled to 5 personal days to attend to non-medical personal business during the school day, with full pay during the work year. Personal days may be taken during the school year with the notice to the Board President. As much advance notice as possible of the request to take personal time will be given. Personal day usage shall be recorded in the district electronic attendance management system. Unused personal days shall convert to sick days, provided that the Superintendent is not permitted to accumulate more than fifteen sick days in a contract year.
8. Bereavement. The Board shall grant five days leave, with pay, for a death in the immediate family, unless more than one death occurs simultaneously, in which case the same number of days shall apply for the occurrence. Immediate family shall include mother, father, spouse, civil union partner, domestic partner, child, siblings, guardian, mother-in-law or father-in-law, grandchildren, stepfamily member. The board shall grant three days leave for the death of an aunt, uncle, grandparent, grandparents-in-law, sister-in-law, brother-in-law, niece, and nephew. The Board will allow for extenuating circumstances.
9. Attendance Record. The Superintendent shall be responsible for recording her time off, in advance of the time off, as set forth herein, or immediately upon her return to the district in the event of an unplanned absence, in the district's electronic attendance management system each time any leave is taken. The Superintendent and Board

President shall periodically review the Superintendent's attendance record to ensure correctness.

10. Professional Membership. The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, AASA, NJPSA, NJSBA, ASCD and the Ocean County Administrators Association and/or other organizations deemed important by the Superintendent and the Board. Payment for dues will be paid by the Board at a maximum amount of \$5,000 per year. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences and similar expenses which she may incur while discharging the duties of Superintendent in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations. (*N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, et seq.*). The Superintendent shall be entitled to attend the annual NJSBA/NJASA/NJASBO Workshop and Convention, NJASA TECHSPO, and the NJASA annual Spring Leadership Conference and one national conference. Reimbursement or payment for such expenses shall be made in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations, and Board policies and is not to exceed \$1,500. The Board shall pay all costs and fees associated with any state-mandated continuing education.

- a. Professional Publications. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.
- b. Executive Coaching. In order to assist the Superintendent with the enhancement of leadership skills, fostering a positive and inclusive school culture, and

effectively managing change within the district, the superintendent shall engage the NJASA Executive Coaching Service. The Board shall pay the costs for a minimum of 20 hours of executive coaching to be used within 1 year of commencement of the service.

- c. Disability Insurance. The Board shall provide the Superintendent with the same disability income insurance policy as is provided to other central office certificated employees at no cost to the Superintendent. Such policies shall have a benefit level equal to 60% of the Superintendent's salary.

- d. Health Benefits.

- 1. The Board shall provide the Superintendent with individual or family health benefits coverage. The Superintendent shall pay the premium costs for all such coverages set forth in Chapter 78, *P.L.* 2011, or Chapter 44, *P.L.* 2020, whichever is applicable, and implementing regulations. Such limitation shall in no way link this Contract with any agreement collectively negotiated with district employees. The premium shall be paid by the Superintendent through payroll deduction.
 - 2. The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union, or domestic partner's health plan, and in accordance with procedures established by the Board. The Superintendent will be paid the lesser of (twenty-five percent) 25% or (Five Thousand Dollars) \$5,000 of the cost of said coverage for waiving such coverage.

3. The Board will pay the premium for plans for dental care and vision care. These plans shall be the same as provided to other central office personnel within the district; the Superintendent shall contribute, through payroll deductions, an amount pursuant to P.L. 2011 c.78 for the costs of dental and vision insurance.
- e. Mileage Reimbursement. The Superintendent shall be paid a reasonable allowance of \$200 per month as reimbursement for use of her vehicle in performance of her duties. There will be no additional reimbursement of mileage allowance paid, except for travel outside of New Jersey. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations.
- f. Tuition Reimbursement. The board shall reimburse the Superintendent for tuition costs incurred for graduate level courses at an accredited institution of higher education that are part of a formal program of studies leading to the awarding of a master's degree or a Doctoral Degree in an area or discipline judged to be of benefit to the Board. The Superintendent shall seek Board approval prior to enrolling in any graduate course of study.
- g. Professional Liability. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity or in her official capacity as agent and/or employee of the Board. If, in the good faith opinion of the Superintendent, a conflict exists regarding the defense of any claim, demand, or action brought against her, and the position of the Board in relation thereto, the Superintendent may engage her own legal counsel, in which event the Board shall

indemnify the Superintendent for the costs of her legal defense. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage.

- h. Technology. The Board shall provide the Superintendent with a laptop computer, valued at \$2,000 which the board shall maintain. Said computer shall remain the property of the Board. The Board shall provide the Superintendent with a cellular phone, valued at \$400, which the Board shall maintain. Reasonable personal use of both the computer and cellular phone shall be permitted.

ARTICLE V

ANNUAL EVALUATION

1. The Board shall evaluate the performance of the Superintendent at least once a year on or before June 30th. Each annual evaluation shall be in writing and shall represent a majority of the Board. A copy of the evaluation shall be provided to the Superintendent at least two (2) business days in advance of the annual summary conference, and the Superintendent and a majority of the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a *Rice* notice has been served upon the Superintendent, giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria set forth in regulation, and additional criteria adopted by the Board in accordance with the Board's policies, after consultation with the superintendent, the goals and objectives of the district, which shall include encouragement of student achievement, the responsibilities of the Superintendent as set

forth in the job description for the position of Superintendent, the district's placement on the NJQSAC continuum (with respect to those DPRs that are within the Superintendent's control), and such other criteria as the State Board of Education shall by regulation prescribe. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, and in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Superintendent's personnel file upon the Superintendent's request. On or before June 1st of each year of this Employment Contract, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

2. The final draft of the annual evaluation shall be adopted by a majority of the full Board by June 30 of each year of this Contract. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.
 - a. Within sixty (60) days of the execution of this Employment Contract, the parties shall meet to establish the district's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. On, or prior to, June 1 of each succeeding school year, the parties will meet to establish the district's goals and objectives

for the next succeeding school year, in the same manner and with the same effect as heretofore described.

- b. The parties also agree that the Board shall not hold any discussions or take any adverse action regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance and is given the opportunity to address the Board in closed session with a representative. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

ARTICLE VI

RIGHTS AND REMEDIES

1. This Contract shall terminate, the Superintendent's employment will cease, and no salary shall thereafter be paid, under any one of the following circumstances:
 - a. failure to possess/obtain proper certification;
 - b. mutual agreement of the parties;
 - c. notification in writing by the Board to the Superintendent, at least 6 months prior to the expiration of this Contract, of the Board's intent not to renew this ContractAny action by the Board to non-renew the Superintendent's employment shall be done by an affirmative vote of the majority of the full membership of the Board....

2. The Superintendent may terminate this Employment Contract upon at least 90 calendar days written notice to the Board, filed with the Board Secretary, of her intention to resign.
3. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by *N.J.S.A. 18A:17-20.2*.

ARTICLE VII

RENEWAL - NON-RENEWAL

This Employment Contract shall automatically renew for a term of 5 calendar years, expiring July 1, 2034, unless either of the following occurs:

- a. the Board by contract reappoints the Superintendent for a different term allowable by law;
- b. the Board notifies the Superintendent in writing, prior to January 1, 2029, that she will not be reappointed at the end of the current term, in which case her employment shall cease upon the expiration of this Contract.

ARTICLE VIII

COMPLETE AGREEMENT

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

ARTICLE IX

SAVINGS CLAUSE

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Employment Contract is not affected by such a ruling and shall remain in full force.

ARTICLE X

CONFLICTS

In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies or any permissive federal or State law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

ARTICLE XI

RELEASE OF PERSONNEL INFORMATION **PERSONNEL RECORDS**

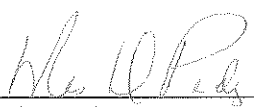
The Superintendent shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. She shall be entitled to have a representative accompany her during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in her file that she believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by her shall be destroyed.

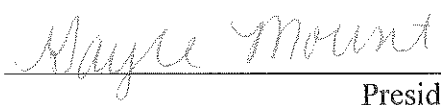
No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in her personnel file unless she has had an opportunity to review the material. The Superintendent shall acknowledge that she has had the opportunity to review such material by affixing her signature to the copy to be filed with the express understanding that such signature in

no way indicates agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Employment Contract effective on the day and year first above written.

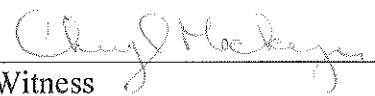
Board of Education of The Manchester Township School District

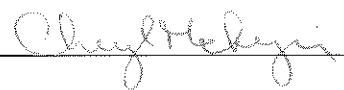

Superintendent

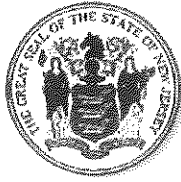

President

3/21/2024
Date

3/20/2024
Date


Witness


Witness



State of New Jersey

PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lt. Governor

OCEAN COUNTY OFFICE OF EDUCATION
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TOMS RIVER, NJ 08754-2191
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KEVIN DEEMER
Acting Commissioner

JUDITH DESTEFANO, Ed.D.
Interim Executive County Superintendent

March 20, 2024

Mr. Craig A. Lorentzen, Business Administrator/Board Secretary
Manchester Township School District
121 Rte 539
P.O. Box 4100
Manchester, NJ 08759

Dear Mr. Lorentzen:

I have reviewed the employment contract for Diane Pedroza for the position of Superintendent of Schools, in accordance with N.J.S.A. 18A:7-8(j) and to determine compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. Based upon my review, I have determined that those provisions of the contract subject to my review are in compliance with applicable laws and regulations. Therefore, I approve the contract for the period from July 1, 2024, through 11:59 p.m. June 30, 2029.

This contract must now be approved by the district Board of Education. I ask that you submit a signed copy of this contract and a copy of the minutes (affixed with a raised seal) indicating the resolution approving this contract.

If there are any changes to the terms of this contract, you will need to submit it to me for review and approval prior to the required public notice and hearing of such changes.

Sincerely,

A handwritten signature in black ink, appearing to read "Judith DeStefano".

Judith DeStefano, Ed.D.
Interim Executive County Superintendent
Cape May County Office of Education

cc: Diane Pedroza, Acting Superintendent of Schools
JD/mw

MANCHESTER TOWNSHIP BOARD OF EDUCATION

March 20, 2024

EXTRACT OF MINUTES

1. RESOLUTION OF THE MANCHESTER TOWNSHIP BOARD OF EDUCATION, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPOINTING DIANE PEDROZA AS SUPERINTENDENT OF SCHOOLS

WHEREAS, N.J.S.A. 18A:17-15 permits a board of education to appoint a superintendent of schools; and

WHEREAS, the Manchester Township Board of Education believes the appointment of a new Superintendent is in the best interest of the District; and

WHEREAS, the Board believes Diane Pedroza is qualified to serve in the position of Superintendent of Schools; and

WHEREAS, pursuant to N.J.S.A 18A:17-15, the Board desires to appoint Diane Pedroza as Superintendent of the Manchester Township School District.

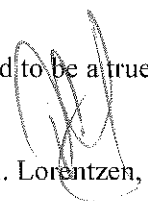
Now, **THEREFORE, BE IT RESOLVED**, by the Manchester Township Board of Education, County of Ocean, State of New Jersey, as follows:

- A. That Diane Pedroza is hereby appointed Superintendent of Schools for the Manchester Township School District for a term of five (5) years, commencing July 1, 2024 and terminating June 30, 2029.
 - B. That a copy of this resolution shall be provided to Diane Pedroza and Judee DeStefano, Ocean County Superintendent of Schools.
2. RESOLUTION OF THE MANCHESTER TOWNSHIP BOARD OF EDUCATION, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING AN EMPLOYMENT AGREEMENT WITH DIANE PEDROZA AS SUPERINTENDENT OF SCHOOLS

WHEREAS, the Manchester Township Board of Education has appointed Diane Pedroza as Superintendent of Schools; and

WHEREAS, the Board desires to provide the Superintendent with a written employment agreement; and

Certified to be a true copy,


Craig A. Lorentzen, CPA, Board Secretary

MANCHESTER TOWNSHIP BOARD OF EDUCATION

March 20, 2024

EXTRACT OF MINUTES

WHEREAS, the Board believes that such an employment agreement enhances the administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and

WHEREAS, the Board and the Superintendent believe that a written employment agreement is necessary to describe specifically their relationship and to serve as the basis for effective communication between them as they fulfill their governance and administrative functions in the operation of the educational program of the schools; and

WHEREAS, pursuant to N.J.S.A. 18a:7-8, the County Superintendent has approved the agreement; and

WHEREAS, the Board desired to authorize the execution of an employment agreement with Superintendent Diane Pedroza.

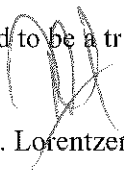
NOW, THEREFORE, BE IT RESOLVED, by the Manchester Township Board of Education, County of Ocean, State of New Jersey, as follows:

- A. That the Board hereby authorizes the President of the Board of Education to execute, and the Board Secretary to attest to, the execution of the five (5) year employment agreement with Superintendent Diane Pedroza , which is attached hereto and made a part hereof as Schedule A.
- B. That a copy of this resolution shall be provided to Diane Pedroza and Judee DeStefano, Ocean County Superintendent of Schools.

MOTION Motion made by Mr. Poss seconded by Ms. Weinstein to accept the above resolutions.

ROLL CALL Yes – Member Cervenak, Weinstein, Poss, Adkinson, Wingler, Mount
Abstain – Mr. Kelliher

Certified to be a true copy,


Craig A. Lorentzen, CPA, Board Secretary